

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, MAY 17, 2011 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Recognition of the following 8 employees for April's "Spotlight on Employees" Program: Delia Benavidez, Stephanie Mata, Mary Mendez, Judith Moss, Jacquelyn Serrano, Mary Allen, Rebecca Baeza and Jonathan Bearup.
(Erica Raymond)
- 3 **PUBLIC HEARINGS:**
 - A **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 11-05-01 authorizing the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2011 to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**
- 4 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to adopt Proclamation No. 11-06 proclaiming May 2011, as Building Safety Month in Gila County.
(Joe Mendoza)
 - B Information/Discussion/Action to authorize the Chairman's signature on two letters from the Board of Supervisors to the United States Department of Agriculture (USDA) in support of the Pinal Sanitary District's and the Cobre Valley Sanitary District's joint application for a direct loan/grant to the Rural Utilities Wastewater Program of the USDA Rural Development.
(Supervisor Pastor)
- 5 **CONSENT AGENDA ACTION ITEMS:**
 - A Approval of the appointment of William Robert Flower as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts in Gila County, for the period of May 1, 2011, through December 31, 2011.
 - B Approval of an Application for Fireworks Display submitted by the Miami High School Class of 2011 requesting to conduct a fireworks display on May 20, 2011, for the Miami High School graduation ceremony.

- C Approval of a Memorandum of Understanding to an Intergovernmental Agreement between the City of Globe and Gila County in which the City of Globe has applied for Community Development Block Grant funds to provide housing rehabilitation within the City of Globe and whereas Gila County Housing Services will provide rehabilitation services to the City of Globe to meet the requirements under this application. As compensation for services provided, the City of Globe will pay Gila County Housing Services \$15,000 for administration of the grant and the sum of \$23,095 for rehabilitation services for the period of March 23, 2011, through March, 23, 2013.
- D Approval of Amendment No. 1 to Contract No. 10100 between Gila County and Central Arizona Association of Governments increasing the contract amount from \$1,140,809 to \$1,166,015 (an increase of \$25,206) for the period July 1, 2010, through June 30, 2012.
- E Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. DE101056001) between Gila County and the Arizona Department of Economic Security to revised Section 31.0-Indirects.
- F To authorize the Chairman's signature on Amendment No. 1 to the Sales Agreement between Gila County (Recorder's Office) and Tyler Technologies Inc., Eagle Division, for the purchase and maintenance of the Eagle Quickdocs software module in the amount of \$12,200 plus an annual maintenance fee of \$3,000 for a total cost of \$15,200 and an agreement between Gila County (Recorder's Office) and Simplifile for electronic recording in Gila County at no additional cost to the County.
- G Authorization for the Chairman to sign a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of \$271,704 for a three-year term, from July 1, 2011, to June 30, 2014, for modules contained in the County licensed New World application packages.
- H To authorize the Chairman's signature on Amendment No. 2 to Contract 111008-1 between Gila County and MV Enterprises whereby MV Enterprises will provide bulk fuel and lubricants to Gila County for one year from June 3, 2011, to June 2, 2012.
- I Authorization for the Chairman to sign two separate Transit Agreements for the distribution of LTAF II (Local Area Transportation Funds) funds to the following entities: Time Out, Inc. in the amount of \$2,500, and the Boys and Girls Club of Globe in the amount of \$5,000.
- J Approval of reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016.

- K Approval of the September 21, 2010, and October 5, 2010, BOS meeting minutes.
 - L Approval of the March 2011 monthly departmental activity report submitted by the Clerk of Superior Court.
 - M Approval of the Human Resources reports for the weeks of May 10, 2011, and May 17, 2011.
 - N Approval of finance reports/demands/transfers for the weeks of May 10, 2011, and May 17, 2011.
- 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

ARF-533

Presentation Agenda Item Item #: 2- A

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources

Department: Human Resources

Presenter's Name: Erica Raymond

Information

Request/Subject

April Spotlight on Employees Program

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: team work, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

To allow the Human Resources Department to publicly recognize the following 8 employees for April's "Spotlight on Employees" Program: Delia Benavidez, Stephanie Mata, Mary Mendez, Judith Moss, Jacquelyn Serrano, Mary Allen, Rebecca Baeza and Jonathan Bearup

Suggested Motion

Recognition of the following 8 employees for April's "Spotlight on Employees" Program: Delia Benavidez, Stephanie Mata, Mary Mendez, Judith Moss, Jacquelyn Serrano, Mary Allen, Rebecca Baeza and Jonathan Bearup.

(Erica Raymond)

Regular BOS Meeting**Date: 05/17/2011**

Submitted For: Malissa Buzan, CAP/Housing Services Manager
Submitted By: Cecilia Bejarano, Community Services Division
Department: Community Services Division
Division: Comm. Action Program/Housing Servs.
Presenter's Name: Malissa Buzan

InformationRequest/Subject

OMB No. 2577-0226 Public Housing Agency Annual Plan Resolution No. 11-05-01

Background Information

The Gila County Housing Authority Section 8-Housing Choice Voucher Program receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide HUD rental assistance to eligible citizens residing in Gila County. As a requirement for receiving these funds, the Gila County Housing Authority must revise its Agency Annual Plan for Fiscal Year 2011 to be in compliance with the Quality Housing and Work Responsibility Act of 1998. A Notice of Public Hearing has been issued and a Public Hearing is set for May 17th at the regularly scheduled Board of Supervisors meeting. At this time Resolution No. 11-05-01 will be presented to the Board of Supervisors requesting approval to submit the Revised Administrative Plan for fiscal year 2011 to HUD.

The Gila County Housing Authority has also mailed letters to Section 8-Housing Choice Voucher Tenant's inviting them to become a member of the Resident Advisory Committee. Included with the letters was the required form that needed to be completed by the Tenant if they were interested in serving on the committee. This committee is made up of residents within Gila County's Section 8 Program only. As a member, Tenant's are required to review the Agencies Annual Plan and to participate in at least one meeting to discuss the Plan and provide recommendations to the Section 8 Housing Choice Voucher Program in the Housing Services Department.

On 3/2/2010, Chairman Shirley Dawson signed the 5-Year PHA Plan for Fiscal Years 2010-2014 and the Annual PHA Plan for Fiscal Year 2010-2011.

Evaluation

It is important for the Board of Supervisors to adopt Resolution No. 11-05-01 which ensures that the Gila County Section 8 Housing Choice Voucher Program is in compliance with the requirements set forth by the U.S. Department of Housing and Urban Development.

Conclusion

By adopting Resolution No. 11-05-01, Section 8 Housing Choice Voucher Tenant will be in compliance with the requirements set forth by HUD and will continue to receive funds to provide rental assistance to eligible residents residing in Gila County.

Recommendation

The Gila County Community Action/Housing Manager recommends that the Board of Supervisors adopt Resolution No. 11-05-01.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 11-05-01 authorizing the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2011 to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**

Attachments

Link: [OMB No. 2577-0226 Resolution No. 11-05-01](#)

Link: [Original OMB No. 2577-0226 Resolution No. 10-03-01](#)



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|------------|---|----------|--------------------------------------|-------------------------------|------------------------------|
| 1.0 | PHA Information PHA Name: <u>Gila County Housing Authority</u> PHA Code: <u>AZ045</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/01/2011</u> | | | | |
| 2.0 | Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>N/A</u> Number of HCV units: <u>53</u> | | | | |
| 3.0 | Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only | | | | |
| 4.0 | PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.) | | | | |
| | Participating PHAs | PHA Code | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program |
| | | | | | PH HCV |
| | PHA 1: | | | | |
| | PHA 2: | | | | |
| | PHA 3: | | | | |
| 5.0 | 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. | | | | |
| 5.1 | Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: | | | | |
| 5.2 | Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. | | | | |
| 6.0 | PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <div style="margin-left: 40px;">Adjusted Payment Standards</div> (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. <div style="margin-left: 40px;">Main PHA Administrative office, PHA website and Main County Government Office.</div> | | | | |
| 7.0 | Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> | | | | |
| 8.0 | Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. | | | | |
| 8.1 | Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. | | | | |
| 8.2 | Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. | | | | |
| 8.3 | Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. | | | | |

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| 9.0 | <p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>Shortage affordable housing for all eligible populations and unit sizes.</p> |
| 9.1 | <p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> |
| 10.0 | <p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>Payment Standards are now at 100% of the Fair Market Rent, hoping to help participants find more housing opportunities and The \$50.00 minimum rent for the Gila County Housing is working good.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Substantial Deviation from the 5yr plan Significant Amendment or Modification to the Annual plan</p> |

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| 11.0 | <p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> |
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year, until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 7/1/11, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing AZ045

 PHA Name PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____
 X Annual PHA Plan for Fiscal Years 20 11 - 20 12

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | |
|---|--|
| Name of Authorized Official Michael A. Pastor | Title Chairman, Gila County Board of Supervisors |
| Signature | Date |

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

Date

David Fletcher
Director

Bree'na York
Divisional Fiscal Manager



Jendean Sartain
Deputy Director

Judy Smith
Divisional Program Manager

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

Office of Community Services

"Helping People to Help Themselves"

January 24, 2011

Dear Section 8-Housing Choice Voucher Tenant:

Once again at this time the Gila County Housing Authority needs to form a Resident Advisory Committee which is a requirement of Federal Regulations. The purpose of this letter is to invite you to become a member of the committee. The Committee is made up of residents within the Gila County Section 8 Program only. As a member of the committee you will be required to review the Agencies Five year Plan and participate in at least one meeting to discuss the plan and provide recommendations to our Section 8 Housing Choice Voucher Program in our Housing Services Department.

The Gila County Housing Authority would also like to inform you that if you choose to be a Member of the Resident Advisory Committee you may also be appointed to sit on the PHA Board or Governing Body. In which you would approve any Section 8 Housing Choice Voucher Program changes within the Agencies Plan.

If you are interested in sitting on this committee, please be kind enough to respond by February 18, 2011 either by:

- Completing the second portion of this letter and returning it to me in the self address, pre-postage provided envelope;
- Contacting me at 928-425-7631; or
- E-mailing me at pcampos@co.gila.az.us

Respectfully,

Patricia Campos
Program Administrator

REPAC

Community Action Program/
Economic Development

GEST

HOUSING

WIB

5515 S. Apache Ave. Suite 200
Globe, AZ 85501



Reasonable accommodations for persons with disabilities may be requested.



(928) 425-7631
(928) 425-9468 FAX
800-304-4452 toll free
T.T.Y. 7-1-1

_____ Yes, I am interested in being a member of the Resident Advisory Committee.

_____ Yes, I am interested in being a member of the Resident Advisory Committee, and to be a member of the Resident Membership on the PHA Board or Governing Body.

_____ No, I am not interested in being a member of the Resident Advisory Committee or to be a member of the Resident Membership on the PHA Board or Governing Body.

Name: _____

Address: _____

Telephone Number: _____

Comments:



REQUIRED ATTACHMENT I:

Resident Membership on PHA Board or Governing Body

List members of the Resident Membership on PHA Board or Governing Body:

The Gila county Housing sent notices to all participants that a Resident Membership on PHA Board or Governing Body would be created and invited residents to participate. *We did not have a response regarding the invitation for the Membership.*

REQUIRED ATTACHMENT II: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provided a description sufficient to identify how members are chosen):

Members:

The Gila County Housing Authority sent notices to all participants that a Resident Advisory Board would be created and invited residents to participate. 0 residents responded to our inquiry.

COMMENTS:



RESOLUTION NO. 11-05-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS REVISED ADMINISTRATIVE PLAN FOR FISCAL YEAR 2011 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Administrative Plans as needed and revised needed changes to the Agency Annual Plans to coincide with each other's changes; and

WHEREAS, Gila County has held a public hearing to receive public comment on the revisions to its Gila County Administrative Plan for Fiscal Year 2011.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that:

- Gila County Housing Authority's Revised Administrative Plan for Fiscal Year 2011 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plans and related regulations.

PASSED AND ADOPTED this 17th day of May 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

The Gila County Housing Authority VAWA Description

This VAWA Description is submitted as required pursuant to Section 603 of the law amending Section 5A of the U.S. Housing Act to require PHAs five-year and annual PHA Plans to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking as well as members of the victims and immediate families from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim.

The Gila County Housing Authority has established policies to support and assist victims of domestic violence and protect tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

The Violence against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply to our agency administering the Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenants household or any guest or other person under the tenants control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenants family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

The Gila County Housing Services is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a household. Partnerships in the networking include Horizon Services (Safe Home) and the Community Action Program. Some of the examples of assistance are assisting in Rent or Utilities payments and assisting victims in need of help who want to remove themselves from life threatening situations. The Gila County Section 8 Program has not had any participants who have needed this help, but it is offered to many residents in the Gila County Area

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has revised its Agency Annual Plan for the Fiscal Year 2011 in compliance with the Quality Housing and Work Responsibility Act of 1998. The Plan is available for review at the Housing Department located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00a.m. To 5:00p.m. In addition, a public hearing will be held on May 17, 2011 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Comments on this Plan must be submitted in writing no later than May 13, 2011 to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

Gila County Board of Supervisors
Marian Sheppard, Chief Deputy Clerk of the Board

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.



Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

| | |
|---|---|
| I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802) | |
| Name of Authorized Official Malissa Buzan | Title Community Action/Housing Services Program Manager |
| Signature | Date |

Civil Rights Certification

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

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| Signature | Date |

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| Signature | Date |

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Office of Public and Indian Housing
Expires 4/30/2011****Civil Rights Certification****Annual Certification and Board Resolution**

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Gila County Housing Authority

AZ045

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| Name of Authorized Official Malissa Buzan | Title Community Action/Housing Services Program Manager |
| Signature | Date |

| 1.0 | PHA Information PHA Name: <u>Gila County Housing</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2010</u> PHA Code: <u>AZ045</u> | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------|---|--------------------|----------|--------------------------------------|-------------------------------|--------------------------------------|-------------------------------|------------------------------|-----|--------|--|--|--|--|--|--------|--|--|--|--|--|--------|--|--|--|--|--|
| 2.0 | Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>0</u> Number of HCV units: <u>53</u> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.0 | Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.0 | PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) Included in the Consortia</th> <th rowspan="2" style="width: 20%;">Programs Not in the Consortia</th> <th colspan="2" style="width: 15%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 5%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Participating PHAs | PHA Code | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program | | PH | HCV | PHA 1: | | | | | | PHA 2: | | | | | | PHA 3: | | | | | |
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| | | PH | HCV | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 1: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 2: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 3: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.0 | 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2 | Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. To utilize the HA budget authority to its maximum, to enable us to serve as many applicants as possible. To improve voucher management. Apply for additional funding if available. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.0 | PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: HA has established a minimum rent and adjusted payment standards (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Main PHA administrative office, PHA Website and Main County government administrative office. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.0 | Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.0 | Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.2 | Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.3 | Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|------|--|
| 9.0 | <p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>Shortage of affordable housing for all eligible populations and unit sizes.</p> |
| 9.1 | <p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>Landlord Education of program requirements including decreasing of payment standards to increase lease up rate.</p> |
| 10.0 | <p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The Glia County Housing has decreased the Payment Standards to 90%, established a minimum rent of \$50.00 and currently revising its Administrative Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Substantial Deviation from the 5-year Plan Significant Amendment or Modification to the Annual Plan</p> |
| 11.0 | <p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> |

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, Including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing, and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) Hope VI or Mixed Finance Modernization or Development.

1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm

Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

- 1. At the end of the program year, until the program is completed or all funds are expended;
- 2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
- 3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:
- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
 - (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)
- (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-8226
Expires 4/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2010, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing

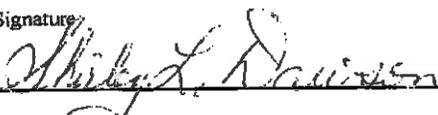
AZ046

PHA Name

PHA Number/HA Code

- X 5-Year PHA Plan for Fiscal Years 20¹⁰ - 20¹⁴
- X Annual PHA Plan for Fiscal Years 20¹⁰ - 20¹¹

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

| | |
|--|---|
| Name of Authorized Official Shirley L. Dawson | Title Chairman, Gila County Board of Supervisors |
| Signature  | Date 3/2/10 |

David Fletcher
Director

Bree'na York
Divisional Fiscal Manager



Jendean Sartain
Deputy Director

Judy Smith
Divisional Program Manager

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES
Office of Community Services
"Helping People to Help Themselves"

January 21, 2010

Dear Section 8-Housing Choice Voucher Tenant:

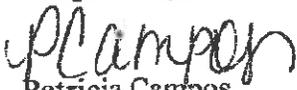
Once again at this time the Gila County Housing Authority needs to form a Resident Advisory Committee which is a requirement of Federal Regulations. The purpose of this letter is to invite you to become a member of the committee. The Committee is made up of residents within the Gila County Section 8 Program only. As a member of the committee you will be required to review the Agencies Five year Plan and participate in at least one meeting to discuss the plan and provide recommendations to our Section 8 Housing Choice Voucher Program in our Housing Services Department.

The Gila County Housing Authority would also like to inform you that if you choose to be a Member of the Resident Advisory Committee you may also be appointed to sit on the PHA Board or Governing Body. In which you would approve any Section 8 Housing Choice Voucher Program changes within the Agencies Plan.

If you are interested in sitting on this committee, please be kind enough to respond by February 10, 2010 either by:

- Completing the second portion of this letter and returning it to me in the self address, pre-postage provided envelope;
- Contacting me at 928-425-7631; or
- E-mailing me at pcampos@co.gila.az.us

Respectfully,


Patricia Campos
Program Administrator

REPAC

Community Action Program/
Economic Development

GEST

HOUSING

WIB

5515 S. Apache Ave. Suite 200
Globe, AZ 85501



Reasonable accommodations for persons with disabilities may be requested.



(928) 425-7631
(928) 425-9468 FAX
800-304-4452 toll free
T.T.Y. 7-1-1

_____ Yes, I am interested in being a member of the Resident Advisory Committee.

_____ Yes, I am interested in being a member of the Resident Advisory Committee, and to be a member of the Resident Membership on the PHA Board or Governing Body.

_____ No, I am not interested in being a member of the Resident Advisory Committee or to be a member of the Resident Membership on the PHA Board or Governing Body.

Name: _____

Address: _____

Telephone Number: _____

Comments:

Required Attachment ii: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provided a description sufficient to identify how members are chosen).

Members:

Sandra Oliver
650 E. Kline St.
Globe, AZ 85501

Florence Davis
743 E. Monroe St.
Globe, AZ 85501

Michelle Hansen
325 S. 1st St.
Globe, AZ 85501

The GCHA sent notices to all residents that a Resident Advisory Board would be created and invited residents to participate. Only eight (8) people responded to our inquiry, three (3) of them followed through the process of reviewing the plan.

Sandra Oliver, Florence Davis and Michelle Hansen (Members) had no comments and approved the plan as written as well as being very appreciative of the program.

ATTACHMENT 3

RESOLUTION NO. 10-03-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS FIVE (5) YEAR PLAN AND ANNUAL PLAN FOR FISCAL YEAR 2010 THRU 2014 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency Annual Plans to coincide with the Public Housing Authorities Five (5) year Plan for FY's 2010 – 2014.

WHEREAS, Gila County has held a public hearing to receive public comment on the Public Housing Agencies Five (5) year and Annual Plan for FY's 2010 - 2014. Both Plans have also been reviewed by the Section 8 Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS that:

- Gila County Housing Authority's Five (5) Year plan and Annual Plan for Fiscal Year's 2010 – 2014 and Fiscal Year 2010 is hereby approved.
- * The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plans and related regulations.

PASSED AND ADOPTED this 2nd day of March, 2010.

GILA COUNTY BOARD OF SUPERVISORS

By: Shirley L. Dawson
Shirley L. Dawson,
Chairman, Gila County Board of Supervisors

ATTEST:

By: John F. Nelson
John F. Nelson,
Clerk

APPROVED AS TO FORM:

By: Bryan Chambers
Bryan Chambers,
Chief Deputy County Attorney

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has prepared its Agency its Agency Five Year Plan and Annual Plan for the Fiscal Year 2010-2014 in compliance with the Quality Housing and Work Responsibility Act of 1998. The Plan is available for review at the Housing Department located at 5515 S. Apache Ave. Suite 200, Globe, Arizona from 8:00a.m. To 5:00p.m. In addition, a public hearing will be held on March 2, 2010, at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, at 1400 E. Ash Street, Globe, Arizona.

Comments on this Plan must be submitted in writing no later than February 26, 2010, to the Housing Department at the address indicated above.

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.



Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

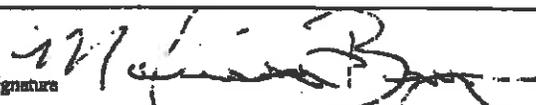
Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | | | |
|-----------------------------|---|-------|---------------------------|
| Name of Authorized Official | Malissa Buzan | Title | Housing Services Director |
| Signature |  | | Date 08/17/2010 |

The Gila County Housing Authority VAWA Description

This VAWA Description is submitted as required pursuant to Section 603 of the law amending Section 5A of the U.S. Housing Act to require PHAs five-year and annual PHA Plans to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking as well as members of the victims and immediate families from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim.

The Gila County Housing Authority has established policies to support and assist victims of domestic violence and protect tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

The Violence against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply to our agency administering the Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenants household or any guest or other person under the tenants control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenants family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

The Gila County Housing Services is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a household. Partnerships in the networking include Horizon Services (Safe Home) and the Community Action Program. Some of the examples of assistance are assisting in Rent or Utilities payments and assisting victims in need of help who want to remove themselves from life threatening situations. The Gila County Section 8 Program has not had any participants who have needed this help, but it is offered to many residents in the Gila County Area.

ARF-543

Regular Agenda Item Item #: 4- A

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Robert Gould, Community Development Division Director
Submitted By: Beverly Valenzuela, Community Development Division
Department: Community Development Division
Division: Community Development Administration
Presenter's Name: Joe Mendoza, Deputy Director

Information

Request/Subject

Building Safety Month Proclamation No. 11-06

Background Information

Each year the International Code Council Foundation celebrates Building Safety Month with this year's theme being "International Celebration of Safe and Sensible Structures"

Evaluation

Building Safety Month will highlight four areas during the month: Energy and Green Building; Disaster Safety and Mitigation; Fire Safety and Awareness; and Backyard Safety. The goal is to raise public awareness of critical safety issues such as structural soundness of buildings, reliability of fire prevention and suppression systems, plumbing and mechanical systems, and energy efficiency and sustainability.

Conclusion

The goal is to raise public awareness of critical safety issues such as structural soundness of buildings, reliability of fire prevention and suppression systems, plumbing and mechanical systems, and energy efficiency and sustainability.

Recommendation

The Community Development Division recommends that the Board of Supervisors proclaim the month of May 2011 as Building Safety Month and encourage all Gila County officials, employees, schools and residents to participate in related activities.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 11-06 proclaiming May 2011, as Building Safety Month in Gila County.

(Joe Mendoza)

Attachments

Link: [Proclamation 11-06](#)

Link: [Bldg Safety Poster](#)



PROCLAMATION NO. 11-06

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF MAY 2011 AS BUILDING SAFETY MONTH.

WHEREAS, the International Code Council Foundation will celebrate Building Safety Month with the theme being “International Celebration of Safe and Sensible Structures”; and

WHEREAS, Building Safety Month 2011 will highlight four areas during the month: Energy and Green Building; Disaster Safety and Mitigation; Fire Safety and Awareness; and Backyard Safety. The goal is to raise public awareness of critical safety issues such as structural soundness of buildings, reliability of fire prevention and suppression systems, plumbing and mechanical systems, and energy efficiency and sustainability.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT we, the Gila County Board of Supervisors, proclaim the month of May 2011, as Building Safety Month and encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month.

PASSED and ADOPTED this 17th day of May 2011.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Michael A. Pastor, Chairman

Tommie C. Martin, Vice-Chairman

Shirley L. Dawson, Member



Building Safety Month

MAY 2011

An International Celebration of Safe and Sensible Structures



WEEK ONE

May 1-7

Energy & Green Building



WEEK TWO

May 8-14

Disaster Safety & Mitigation



WEEK THREE

May 15-21

Fire Safety & Awareness



WEEK FOUR

May 22-31

Backyard Safety



2011 Building Safety Month Sponsors



Presented by the International Code Council Foundation



www.buildingsafetymonth.org

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ARF-553

Regular Agenda Item Item #: 4- B

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Mike Pastor, Member, Board of Supervisors
Submitted By: Sherry Grice, Board of Supervisors-District 2
Department: Board of Supervisors-District 2
Presenter's Name: Supervisor Michael Pastor

Information

Request/Subject

Gila County Board of Supervisors Letters of Support for the Pinal and Cobre Valley Sanitary Districts.

Background Information

The Pinal Sanitary District and the Cobre Valley Sanitary District are jointly submitting an application for a direct loan/grant under the Rural Utilities Wastewater Program of the United States Department of Agriculture (USDA) Rural Development. The Districts are asking for letters of support from the Gila County Board of Supervisors to include with their application.

Evaluation

The letters of support will be sent to the following individuals of the USDA: Leonard Gradillas, Director of Rural Development Utilities Service/Community Facilities Program; and Jeff Hooper, Area Technician.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time for the Board to vote on authorizing two letters of support to the USDA on behalf of the Pinal Sanitary District and Cobre Valley Sanitary District which will be included with their application for a direct loan/grant under the Rural Utilities Wastewater Program of the USDA Rural Development.

Recommendation

Supervisor Pastor recommends that the Board of Supervisors vote to issue these letters in support of the Pinal Sanitary District's and Cobre Valley Sanitary District's joint application to the Rural Utilities Wastewater Program of the USDA Rural Development.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on two letters from the Board of Supervisors to the United States Department of Agriculture (USDA) in support of the Pinal Sanitary District's and the Cobre Valley Sanitary District's joint application for a direct loan/grant to the Rural Utilities Wastewater Program of the USDA Rural Development.

(Supervisor Pastor)

Attachments

Link: [Letters of Support for Sanitary Districts](#)

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

May 17, 2011

United States Department of Agriculture
Rural Development
658 North Bisbee Avenue
Willcox, AZ 85643

Attention: Jeff Hooper, Area Technician

**RE: Pinal Sanitary District's & Cobre Valley Sanitary District's Joint Application for a
Direct Loan/Grant under the Rural Utilities Wastewater Program**

Dear Mr. Hooper:

This letter is to express the Board of Supervisors' support for the Pinal and Cobre Valley Sanitary Districts in their loan and grant application with United States Department of Agriculture Rural Development (USDA RD).

The wastewater issue has been a major concern to Gila County. Over the years, cesspools and septic tanks have caused raw sewage being drained down our community's streets. This is a major health hazard to our entire region. Gila County has been working closely with the Districts for almost two years to address these problems. We fully support our joint efforts to correct the area's wastewater problems.

At its May 17, 2011 meeting, the Board of Supervisors unanimously voted to issue this letter of support to the USDA RD.

Sincerely,

Michael A. Pastor, Chairman

MAP/sg

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
dmcDaniel@gilacountyaz.gov

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

May 17, 2011

United States Department of Agriculture
Rural Development
230 North 1st Avenue, Suite 206
Phoenix, AZ 85003

Attention: Leonard Gradillas, Director of Rural Development Utilities Service/Community Facilities Program

RE: Pinal Sanitary District's & Cobre Valley Sanitary District's Joint Application for a Direct Loan/Grant under the Rural Utilities Wastewater Program

Dear Mr. Gradillas:

This letter is to express the Board of Supervisors' support for the Pinal and Cobre Valley Sanitary Districts in their loan and grant application with United States Department of Agriculture Rural Development (USDA RD).

The wastewater issue has been a major concern to Gila County. Over the years, cesspools and septic tanks have caused raw sewage being drained down our community's streets. This is a major health hazard to our entire region. Gila County has been working closely with the Districts for almost two years to address these problems. We fully support our joint efforts to correct the area's wastewater problems.

At its May 17, 2011 meeting, the Board of Supervisors unanimously voted to issue this letter of support to the USDA RD.

Sincerely,

Michael A. Pastor, Chairman

MAP/sg

Regular BOS Meeting**Date: 05/17/2011**

Submitted For: Jacque Durbin, Deputy Court Administrator
Submitted By: Coleen Stevens, Superior Court
Department: Superior Court Division: Superior Court Administration
Fiscal Year: FY 11 and FY 12 Budgeted?: Yes
Contract Dates May 1, 2011 - December 31, 2011
Begin & End:
Grant?: No
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

InformationRequest/Subject

Approve Appointment of William Robert Flower as Justice of the Peace Pro Tempore for Globe and Payson Regional Justice Courts for May 1 through December 31, 2011.

Background Information

James Weeks served as Pine Justice of the Peace until that court was consolidated into the Payson Regional Justice Court effective January 1, 1999. Subsequently Judge Weeks served as a Justice of the Peace Pro Tempore in Gila County until he retired on December 31, 2010.

Presiding Judge Peter J. Cahill appointed a Selection Committee to perform the selection process for Judge Weeks's replacement. They advertised for this position, reviewed all applications, performed background checks, selected which candidates to interview, and conducted the interviews. They unanimously recommended that William Robert Flower receive this appointment.

Pursuant to A.R.S. §22-121, Judge Cahill appointed Willam Robert Flower as Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts for a period of eight (8) months, from May 1, 2011, through December 31, 2011. Pay for Judge Flower is subject to availability of funds in the justice court budgets. Funds are included in the Court's current fiscal year budget and will be requested in FY 12.

Exigent circumstances require qualified judicial officers when conflicts arise or justices of the peace are absent in order to enhance the Court's ability to process cases. Judge Flower was appointed to serve from time to time as requested by the applicable justice of the peace.

The Court seeks Board of Supervisors approval of this appointment.

Evaluation

Exigent circumstances require qualified judicial officers when conflicts arise or justices of the peace are absent in order to enhance the court's ability to process cases. A.R.S. §22-121 allows the presiding judge to appoint a justice of the peace pro tempore subject to approval of the Board of Supervisors. Presiding Judge Peter J. Cahill appointed William Robert Flower as Justice of the Peace Pro Tempore for both Globe and Payson Regional Justice Courts and seeks Board of Supervisor approval for this appointment. Funds are currently included in the Court's budget, and pay is subject to availability of funds.

Conclusion

Presiding Judge Peter J. Cahill has appointed William Robert Flower as Justice of the Peace Pro Tempore for both Globe and Payson Regional Justice Courts, to serve from time to time as requested. Funds are included in the Court's budget. Board of Supervisors approval of the appointment is sought.

Recommendation

The Gila County Board of Supervisors should approve the appointment of William Robert Flower as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts in Gila County, for a term of eight months from May 1 through December 31, 2011.

Suggested Motion

Approval of the appointment of William Robert Flower as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts in Gila County, for the period of May 1, 2011, through December 31, 2011.

Attachments

Link: [BOS Memo Flower JP Pro Tem](#)

Link: [Admin Order Flower JP Pro Tem](#)

Link: [BOS Approval Flower JP Pro Tem](#)

Superior Court Of Gila County

PETER J. CAHILL
Presiding Judge
Extension 8686

ROBERT DUBER, II
Judge, Division II
Extension 8690

MARY HAWKINS
Court Administrator
Extension 8671

GILA COUNTY COURTHOUSE
1400 EAST ASH
GLOBE, ARIZONA 85501
(928) 425-3231

MEMORANDUM

DATE: April 20, 2011

TO: Gila County Board of Supervisors

FROM: Peter J. Cahill, Presiding Judge

RE: Appointment of Justice of the Peace Pro Tempore for Gila County

I appointed **William Robert Flower** as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts, and I am requesting your approval of his appointment pursuant to A.R.S. §22-121. (*A copy of the Administrative Order is enclosed.*)

This is Mr. Flower's first appointment, and he replaces the Honorable James Weeks in this capacity. James Weeks served as Pine Justice of the Peace until that court was consolidated into the Payson Regional Justice Court effective January 1, 1999. Subsequently Judge Weeks served as a Justice of the Peace Pro Tempore in Gila County until he retired on December 31, 2010.

I appointed a Selection Committee to perform the selection process to replace Judge Weeks. They advertised for this position, reviewed all applications, performed background checks, selected which candidates to interview, and conducted the interviews. They unanimously recommended that Mr. Flower receive this appointment, which is for a period of eight (8) months, from May 1, 2011, through December 31, 2011. Pay for Judge Flower is subject to availability of funds in the justice court budgets. Funds are included in the current fiscal year budget and will be requested in FY 12.

I have enclosed a proposed form approving Mr. Flower's appointment for the Board to consider. Thank you for your consideration of this request.

/cs
Enclosures

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

IN THE MATTER OF THE)
APPOINTMENT OF JUSTICE OF) ADMINISTRATIVE ORDER
THE PEACE PRO TEMPORE FOR) No. 2011 PJC - _____
GILA COUNTY JUSTICE COURTS)
_____)

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or justices of the peace are absent, to enhance the court's ability to process cases, and pursuant to A.R.S. §22-121,

IT IS HEREBY ORDERED appointing **WILLIAM ROBERT FLOWER** as a Justice of the Peace Pro Tempore of both the Globe and Payson Regional Justice Courts, to serve from time to time as requested by the applicable justice of the peace and subject to the availability of funds of the justice courts. The term of this appointment shall be for eight (8) months from May 1, 2011, through December 31, 2011, unless terminated earlier by order of the Presiding Judge.

Dated this 21 day of April, 2011.



Presiding Judge

cc: Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Hon. Gary Goettelman
Globe Regional Justice Court
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

Mr. William Flower
200 Malibu Drive, Apt D-1
Payson, Arizona 85541

Jacque Durbin
Court Administrator
Gila County Limited Jurisdiction Courts
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

**APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **WILLIAM ROBERT FLOWER** as a Justice of the Peace Pro Tempore of the Globe and Payson Regional Justice Courts in Gila County for the term of eight (8) months from May 1, 2011 through December 31, 2011, unless terminated earlier by order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the Court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael Pastor, Chairman

ARF-546
Regular BOS Meeting
Date: 05/17/2011

Consent Agenda Item Item #: 5- B

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors
Department: Clerk of the Board of Supervisors
Presenter's Name:

Information

Request/Subject

Miami High School Fireworks Display Application

Background Information

For the past few years a representative from Miami High School has submitted an application to the Board of Supervisors requesting permission to conduct a fireworks display during Miami High School's graduation ceremony.

Evaluation

The County's process is for the applicant to obtain a letter of approval from the local fire district and to submit a certificate of liability insurance.

Conclusion

A letter addressed to Chief Olsen of the Tri-City Fire Department has been submitted with the application, which has Chief Olsen's signature approving the fireworks display to be held on May 20th. A Certificate of Liability Insurance in the amount of \$1,000,000 has also been submitted. This application has been submitted in accordance with Gila County procedures for fireworks display applications.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board of Supervisors approve the fireworks display application submitted by Miami High School.

Suggested Motion

Approval of an Application for Fireworks Display submitted by the Miami High School Class of 2011 requesting to conduct a fireworks display on May 20, 2011, for the Miami High School graduation ceremony.

Attachments

Link: [Miami High School Fireworks Display Application](#)

APPLICATION FOR FIREWORKS DISPLAY

To: **Gila County Board of Supervisors**

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) May 20, 2011 at (Address) 4657 Rags Rd., Miami High School, ^{Football Stadium} to be sponsored by (Name of Organization) Miami High Class of 2011.

Applicant states that Ernie Baca will be in charge of this display and responsible for the acts performed thereby; and person to direct this display in such a manner that it will not be hazardous to property or endanger any person.

Ernie Baca
Director of Display

Susan T. Hocking
Person in charge of premises where display is located.

Attached hereto is a surety bond or certificate of liability insurance in a principal amount of \$1,000,000, but not less than \$1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and found them to be satisfactory and found him to be a competent operator.

John R. Armer
Sheriff

PERMIT FOR FIREWORKS DISPLAY

The application of the _____, having been filed with the undersigned Board of Supervisors, pursuant to A.R.S. §36-1603, together with proper bond as provided by law and same having been approved by the Sheriff.

Permission is heretofore and hereby granted to _____ to conduct a fireworks display at (Address) _____, AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display be given not later than one week from date specified above. The permit granted hereunder shall not be assignable.

DATED this _____ day of _____, 20____.

GILA COUNTY BOARD OF SUPERVISORS

By: _____

Chief Olsen
Tri-City Fire Department
4280 East Broadway
Claypool, AZ 85532
March 10, 2011

Dear Chief Olsen:

The Senior Class of Miami High School would like to request your services the night of graduation, Friday, May 20, 2011. The class would like to have fireworks at their ceremony.

I have been in contact with ^{Ernie Baca} ~~Jim Grider~~, a pyrotechnic specialist from the area, who will layout the firework event. Either Mr. ^{Baca} ~~Grider~~, or one of his assistants, will be in charge the night of graduation.

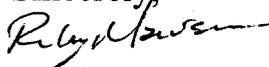
Graduation begins at 7:00 P.M. The plan is to set off 5 fireworks during the playing of the National Anthem and 20 fireworks when the seniors "toss their hats" at the conclusion of the ceremony. The fireworks will be set off from the east side of the football stadium.

Please let me know if you need further information and the specific accommodations Tri-City Fire Department needs the night of graduation.

Approval
from Fire Chief

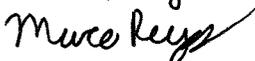


Sincerely,

 Riley Mawson

 Luis Grijalva

Luis Grijalva

 Mario Reyes

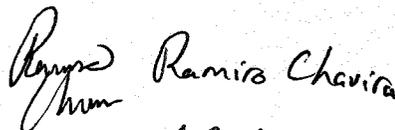
Mario Reyes

Sr. Class Council



Sr. Class Sponsor

Paul R. Machula

 Ramiro Chavira

 Duncan Hull



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-----------------------------|
| PRODUCER Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 440-248-4711 | FAX (A/C, No): 440-248-5406 |
| INSURED Fireworks Productions of Arizona Ltd. 17034 S 54th St Chandler AZ 85226 | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Illinois National Insurance Co | NAIC # 23817 |
| | INSURER B: Arch Specialty Ins Co | |
| | INSURER C: SCF of Arizona | |
| | INSURER D: Lexington Insurance Co | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 826257152

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|------------------------------|-----|---------------|-------------------------|-------------------------|---|-------------|
| | | INSR | WVD | | | | | |
| D | GENERAL LIABILITY | | | 43924775-02 | 10/9/2010 | 10/9/2011 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | CA62658868 | 10/9/2010 | 10/9/2011 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | UFP0002055 | 10/9/2010 | 10/9/2011 | EACH OCCURRENCE | \$9,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$9,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 288091 | 10/1/2010 | 10/1/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | E.L. EACH ACCIDENT | \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Date of Display: May 20, 2011

Location of Display: Miami High School

Additional Insured(s): State of Arizona; Miami Unified School District #40; Miami High School.

CERTIFICATE HOLDER**CANCELLATION**Miami High School
4657 Ragus Road
Miami AZ 85539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ARF-526
Regular BOS Meeting
Date: 05/17/2011

Consent Agenda Item Item #: 5- C

Submitted For: Malissa Buzan, CAP/Housing Services Manager
Submitted By: Cecilia Bejarano, Community Services Division
Department: Community Services Division
Division: Comm. Action Program/Housing Servs.
Fiscal Year: 2010-2011 Budgeted?: Yes
Contract Dates 3/23/2011 to 3/23/2013
Begin & End:
Grant?: Yes
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Memorandum of Understanding between County of Gila and City of Globe

Background Information

On September 23, 1992, Gila County and the City of Globe entered into an Intergovernmental Agreement (IA) to work together to provide rehabilitation services to eligible residents residing in Globe. Funding for these services would be acquired through a Community Development Block Grant applied for by the City of Globe. As noted in the Memorandum of Understanding, the County, through its Community Services Division, has participated in the preparation of said documents and is prepared to assist the City in the administration of the grant to comply with all obligations imposed upon the City when grant funds are received. Pursuant to the IGA, the County, through the Community Services Division, Housing Services, will provide professional, technical assistance, as well as inspections for rehabilitation services anticipated under the grant. As full and complete compensation, the County shall be paid \$15,000, for administration of the grant and the sum of \$23,095, for rehabilitation services provided pursuant to this Agreement.

Original IA was signed by Chairman Ronald Christensen effective the 23rd day of September, 1992.

Memorandum of Understanding dated September 29, 2009, was signed by Chairman Shirley Dawson. Funding amount was the same with the only change being extending the time frame to March 23, 2011, through March 23, 2013.

Evaluation

By approving this Memorandum of Understanding, Gila County Housing Services will continue to assist the City of Globe by providing rehabilitation services to eligible residents residing in the City of Globe.

Conclusion

This Memorandum of Understanding between the City of Globe and Gila County Housing Services will allow the City and County to continue to provide housing rehabilitation to eligible citizens residing in the City of Globe.

Recommendation

The Community Action Program/Housing Services Manager recommends that the Board of Supervisors approve this Memorandum of Understanding.

Suggested Motion

Approval of a Memorandum of Understanding to an Intergovernmental Agreement between the City of Globe and Gila County in which the City of Globe has applied for Community Development Block Grant funds to provide housing rehabilitation within the City of Globe and whereas Gila County Housing Services will provide rehabilitation services to the City of Globe to meet the requirements under this application. As compensation for services provided, the City of Globe will pay Gila County Housing Services \$15,000 for administration of the grant and the sum of \$23,095 for rehabilitation services for the period of March 23, 2011, through March, 23, 2013.

Attachments

Link: [Memorandum of Understanding between City of Globe and Housing Services](#)

Link: [Original Intergovernmental Agreement between City of Globe and Housing Services](#)

MEMORANDUM OF UNDERSTANDING

RE: Community Development Block Grant – Administration
Gila County – City of Globe
FY-2009 CDBG Application – Housing Rehab, Activity #2

This memorandum is written in compliance with the Intergovernmental Agreement between the County of Gila and City of Globe ("IGA") dated the 23rd day of September 1992, and recorded in Docket 886, pages 201-206.

The City has applied for Community Development Block Grant funds for housing rehabilitation within the City. A copy of said grant application with supporting documents, is attached hereto and by reference made a part hereof as Exhibit "A". Said documents include the grant, cover sheet, the summary sheet, activity budget sheets, activity description, census information, maps, application certifications and resolutions of the City of Globe. The County, through its Community Services Division, has participated in the preparation of said documents and is prepared to assist the City in the administration of the grant to comply with all obligations imposed upon the City when grant funds are received, all in conformance with the IGA which is fully incorporated herein. The City will receive and disburse funds from the grant pursuant to an IGA with the Governor's Office of Housing Development and will be required to comply with rules and regulations with regard to the receipt, disbursement, and close-out of said funding program.

- A) Pursuant to all the provisions of the IGA, the City will:
1. Complete and file service area Environmental Review Report (ERR).
 2. Market grant funds by notifying public of purpose and availability.
 3. Disburse funds in compliance with the grant obligation.
 4. Provide services for grant close-out.
- B) Pursuant to the IGA, the County, through the Community Services Division, will provide professional, technical assistance, as well as inspections for rehabilitation services anticipated under the grant. The County will also:
1. Provide assistance in administration and keep the City staff informed of all requirements regarding receipt and maintenance of grant funds.
 2. Be responsible for intake, ERR for each specific structure, specifications and bids, rehabilitation, and approval of all project related costs prior to payment by the City.
 3. Provide final inspection and approval for approximately three (3) housing rehabilitation projects anticipated under the grant funds.
 4. Review and comply with all provisions of any rules or regulations of the Governor's Office of Housing Development or Intergovernmental Agreement related to the CDBG funds received.
 5. Notify the City of any need to take action pursuant to the City's obligations under any Agreement with Housing or applicable rules or regulations.

6. Administer the grant project to insure compliance with all CDBG and Governor's Office of Housing Development requirements.
7. Keep a copy of all warranty information in project file for each approved and completed project.

As full and complete compensation, the County shall be paid \$15,000.00 for administration of the grant and the sum of \$23,095.00 for rehabilitation services provided pursuant to this Agreement. The County shall be paid in installments upon billing and approval by the City Financial Advisor, Teresa Williams, based on a percentage of completion of the services provided in compliance with CDBG requirements.

The remaining obligations of the County and City shall be as provided in the IGA of September 23, 1992, which is fully incorporated herein.

DATED this 23^d day of March, 2011.



Kane Graves, City Manager
City of Globe

Community Services Division

Michael A. Pastor

Printed Name

Chairman, Gila County Board of

Title Supervisors

Date

Approved as to form:

Signature

Bryan B. Chambers

Printed Name

Chief Deputy County Attorney

Title

Date



FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

1. Applicant: City of Globe

| ITEM | a. CDBG \$ | b. Non-CDBG \$* | c. Total |
|---|------------|-----------------|----------|
| 2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement | \$5,000 | | \$5,000 |
| 3. Salaries, Wages, Fringe Benefits | | | |
| % or Hours | | | |
| 3.1 Position #1 Title: Administrative Asst | \$15,000 | | \$15,000 |
| 3.2 Position #2 Title: | | | |
| 3.3 Position #3 Title: | | | |
| 3.4 Position #4 Title: | | | |
| 4. Professional Services (Contractual) | | | |
| 4.1 For: | | | |
| 4.2 For: | | | |
| 4.3 For: | | | |
| 5. Travel | \$100 | | \$100 |
| 6. Office Supplies and Equipment | \$100 | | \$100 |
| 7. Advertising/Publications | \$100 | | \$100 |
| 8. Indirect Costs (% documented by cost allocation plan) | | | |
| 9. Other Operating Expenses (specify) | | | |
| 9.1 Item 1: | | | |
| 9.2 Item 2: | | | |
| 9.3 Item 3: | | | |
| 9.4 Other (Fair Housing, Section 504, etc.) | \$100 | | \$100 |
| 10. TOTALS | \$20,400 | | \$20,400 |

* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title):
 Teresa Williams, Globe Finance Director

b. Provide the street address for the location of the financial records:
 150 N. Pine Street, Globe, AZ 85501





FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

| | | | |
|---|---|--------------------------|-----------------------|
| 1. Applicant: City of Globe | 2. Activity Name: Owner Occupancy Housing Rehab | | |
| | a. CDBG \$ | b. Non-CDBG \$ | c. TOTAL \$ |
| 3. Environmental Review Record Check box if included in Administration <input checked="" type="checkbox"/> | \$0.00 | | \$0.00 |
| 4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured <input type="checkbox"/> Procure <input type="checkbox"/> In-House <input type="checkbox"/> | | | |
| 5. Construction Contract Work (include materials and DB wage rates) | \$93,151.00 | | \$93,151.00 |
| 6. Fixed Asset Equipment | | | |
| 7. Land Acquisition (includes easements) (<i>must comply with the Uniform Relocation Act</i>) | | | |
| 8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure <input checked="" type="checkbox"/> In-House <input type="checkbox"/> | \$23,095.00 | | \$23,095.00 |
| 9. Other (specify or attached as page): | | | |
| 10. For City/Town, County or Other Construction | | | |
| 10.1 Purchase of materials | | | |
| 10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.) | | | |
| 10.2.b Offenders | | | |
| 10.2.c Volunteers | | | |
| 10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.) | | | |
| 10.4 Other (attached as page) | | | |
| 11. TOTALS | \$116,246.00 | | \$116,246.00 |



FORM 8
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION:
HOUSING ACTIVITIES

1. **Applicant:** City of Globe

2. **Activity Name:** Owner Occupancy Housing Rehab

3. **Map(s) attached as page(s)** 14,15,16

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. **Type of Housing Activity (check all which apply):**

- a. Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
- b. Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
- c. Residential rental rehabilitation, more than two units (51% low and moderate income persons)
- d. New housing construction (only eligible if executed by a sub-recipient)
Proforma attached as page
- e. Acquisition or conversion of property for housing
Proforma attached as page
- f. Housing services
- g. Lead-based paint hazard evaluation and reduction
- h. Infrastructure related to a proposed housing project
Proforma attached as page
- i. Home Ownership Assistance (Home Ownership Assistance Guidelines required)
- j. NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
- k. Commercial Rehabilitation
- l. Other (describe):

5. **WHAT ARE YOU GOING TO DO?**

Describe the activity and what is intended to be accomplished. See instructions.

This activity is rehabilitation of single-family owner occupied housing units. The program will be conducted within the incorporated limits of the City of Globe and will serve approximately three (3) homes and approximately 6 low-to- moderate income persons. See attached waiting list (page 59). Gila County Rehabilitation Services will provide the services to complete this project. They will be responsible for maintaining the records and conducting the income qualifying and verification of income with each applicant. Any owner occupied rehabilitation project that exceeds \$15,000, including change orders, shall be provided to the participant in the form of a forgivable non-interest bearing deferred payment loan. All assistance \$14,999 and below shall be in the form of a grant. No more than \$40,000 of CDBG funds will be

spent on each house. These services will bring the houses up to HUD Standards by utilizing the HUD Housing Quality Standards and following the CDBG and the City of Globes Rehabilitation Standards. Competitively procured Contractors that are qualified licensed contractors according to the CDBG and City purchasing policies will complete all construction. Improvements will benefit approximately 6 persons, of whom about 100% or 6 are low and moderate income



INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF GILA

AND

THE CITY OF GLOBE

This Intergovernmental Agreement is made and entered into effective the 23 day of September, 1992, by and between the **COUNTY OF GILA**, a Political Subdivision of the State of Arizona, hereinafter referred to as "**COUNTY**" and the **CITY OF GLOBE**, an Arizona Municipal Corporation, hereinafter referred to as "**CITY**".

R E C I T A L S:

As governmental entities, the County and City are involved with very similar activities including planning, economic and community development, historical preservation and the seeking and utilization of grant funds made available to such entities for use in carrying out the governmental functions assigned to each. The County has a staff employed in its Community Development Department who are trained and have the expertise required to implement these various governmental functions including the ability to identify available funding, prepare funding applications, administer, and monitor grant funds to insure compliance with all applicable rules and regulations. The City is in need of such trained, technical assistance to work with, assist, and guide current City staff in the areas of planning, community and economic development and grant work including, but not limited to, solicitation, application, administration, accounting, and monitoring of grants that may be available and to insure compliance with all laws, rules, and regulations applicable to such functions.

The City desires to utilize the expert technical assistance available through the Community Development Department to provide assistance in various activities and both parties believe it will be mutually beneficial.

The City is empowered by A.R.S. §9-240 and §9-276 and §11-952 et seq. to enter into an Intergovernmental Agreement with the County to obtain access to the technical assistance and the County is empowered by the provisions of A.R.S. §11-251 and §11-951 et seq. to provide such assistance through an Intergovernmental Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, it is agreed by the City, through its staff and City Council, and the County, through its Community Development Department, that the Development Staff shall coordinate efforts to identify the areas and programs in which assistance may be needed by the City and make proposals to the City Council.

Upon approval of a proposed project or program by the City Council the Community Development Department, through its department head, shall provide technical assistance and the City will provide reasonable clerical assistance as may be determined necessary to accomplish the clerical work related to projects, grants or programs approved by the City Council. The City shall also designate and provide working space within the City Hall for the use of the County personnel who are providing services and performing work as authorized under the provisions of this Agreement. All original records related to approved projects

including grants shall be maintained in the Globe City Hall.

In general, the County will provide, as necessary, all technical, administrative, and project assistance to insure proper, efficient, and successful completion of all approved projects including, but not limited to grants, planning and Community and Economic Development. Each project or program will be identified in a separate memorandum or letter of understanding setting forth specific hourly rates and travel reimbursement policies as is appropriate to the approved project, task or goals.

In carrying out responsibilities under this Agreement, the County and the City shall comply with all applicable provisions of State and Federal laws, rules, and regulations which may apply to the undertaking including, but not limited to, all civil rights and equal opportunity provisions and the County shall provide such assistance and advice as may be necessary to insure the City does not violate any such applicable statute, rule, or regulation in the administration of any grant project or funds.

The County and City staff have familiarized themselves with the City's procurement policy and the conflict of interest policy for the City of Globe. Efforts shall be coordinated to avoid actions which may violate these policies in any manner and the conflict of interest policy shall be incorporated into all contracts or subcontracts awarded with grant funds.

The County will provide information and reports as may be necessary to inform City staff and the Council of those extraordinary and/or incidental expenses which may be required for

the City's compliance with their obligations under this Agreement. All such expenditures shall be approved by City staff or Council prior to any expense being incurred, all in compliance with applicable procurement policies.

Pursuant to letters and memorandums of understanding for each project, the City agrees to reimburse the County a reasonable sum for the costs of technical assistance provided pursuant to this Agreement. The County shall, in advance, advise the City of the estimated cost of its technical assistance for each grant project, task or program, all such costs and expenses shall be approved prior to payment and, if possible, grant funds shall be utilized for reimbursement of such administrative costs. The County will provide such advice as may be necessary to maximize reimbursement of such cost to the City and when required by any rule, regulation, or agency ruling will provide a breakdown of such costs in a manner required by said agency.

The County shall indemnify and hold the City harmless from any, and all, loss or damage occasioned by the negligence or wrongful acts of its employees or agents in carrying out the provisions of this Agreement.

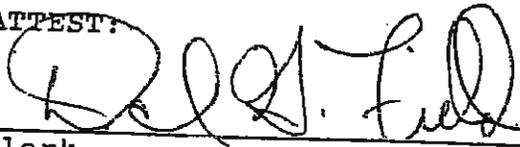
The City shall indemnify and hold the County harmless from any, and all, loss or damage occasioned by the negligence or wrongful acts of its employees or agents in carrying out the provisions of this Agreement.

The obligations of both parties, under the provisions of this Agreement, are conditioned upon funds being available and

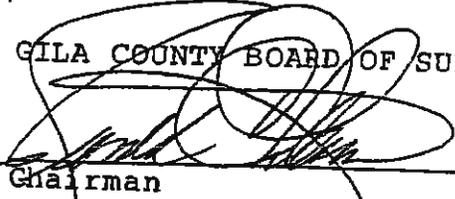
appropriated by the respective governmental bodies. This Agreement may be terminated by either party upon giving thirty (30) days written notice of termination. However, in the case of termination for any reason, the obligation of both parties shall continue on any pending grant project in so far as it is necessary to insure compliance with all laws, rules, or regulations, including the obligation to assist the City in any audit or monitoring of a pending project. Further, nothing contained in this agreement shall be construed as relieving either party from providing services for which they have already received compensation.

This agreement is made and entered into effective on the date first above written.

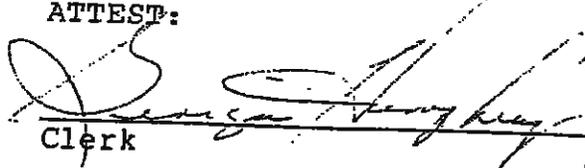
ATTEST:


Clerk

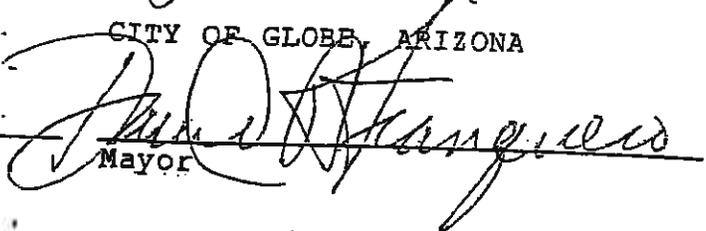
GILA COUNTY BOARD OF SUPERVISORS


Chairman

ATTEST:


Clerk

CITY OF GLOBE, ARIZONA


Mayor

COUNTY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing intergovernmental agreement with the City of Globe has been submitted to the Gila County Attorney as the attorney for Globe Unified School District #1. The undersigned County Attorney or Assistant has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Globe Unified School District #1.

DATED this 23rd day of September, 1992.

JOE ALBO
Gila County Attorney

Landye S. Pardo
Deputy County Attorney

CITY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing intergovernmental agreement with the Globe Unified School District #1 has been submitted to the City Attorney as the attorney for the City of Globe. The undersigned City Attorney has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Globe.

DATED this 14th day of Sept., 1992.

William L. Tiff
William L. Tiff
Globe City Attorney

ARF-541
Regular BOS Meeting
Date: 05/17/2011

Consent Agenda Item Item #: 5- D

Submitted For: Barbara Valencia, WIA Department Program Manager
Submitted By: Barbara Valencia, Community Services Division
Department: Community Services Division Division: WIA Department
Fiscal Year: Program Year 2010 Budgeted?: Yes
Contract Dates July 1, 2010 - June 30, 2012
Begin & End:
Grant?: Yes
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Contract No. 10100 with Central Arizona Association of Governments.

Background Information

The Governor's Council on Workforce Policy determines each program year the amount of Governor's discretionary funds to set aside for incentives for the local workforce investment areas. Incentive funds will be awarded to a local workforce investment area based on each core measure exceeded.

Evaluation

There are 15 core measures under the Workforce Investment Act Adult, Youth, and Dislocated Worker Programs. Exceeding a performance measures means the local workforce investment area achieved over 100% of the negotiated level. Central Arizona Association of Governments has meet 6 out of 11 core measures in the Adult and Youth category.

Conclusion

Additional dollars added to Section 5 of the original contract reflects an increase to the contract of \$25,206. The Contract Agreement between Gila County and Central Arizona Association of Governments has increased from \$1,140,809 to a new total of \$1,166,015.

Recommendation

Recommendation of the WIA Department Program Manager is to approve Amendment No. 1 to Contract No.10100 between Gila County and Central Arizona Association of Governments. Amendment No. 1 increases the contract from \$1,140,809 to a new total of \$1,166,015 which reflects an increase of \$25,206. for period July 1, 2010 through June 30, 2012. Additional funds were added to contract for exceeding 6 out of 11 core performance measures.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 10100 between Gila County and Central Arizona Association of Governments increasing the contract amount from \$1,140,809 to \$1,166,015 (an increase of \$25,206) for the period July 1, 2010, through June 30, 2012.

Attachments

Link: Amendment No. 1 to Contract No. 10100 with CAAG

Link: Original Contract No. 10100

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2010 WORKFORCE INVESTMENT ACT

| | |
|--|---|
| 1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497 | 2. CONTRACT ID NUMBER Gila 10100 |
| | 3. AMENDMENT NUMBER 01 |

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Incentives Dollars for PY09/FY10 in the amount of \$25,206 are awarded to Central Arizona Association of Governments for outstanding Performance Measures.

The funds have an effective date from July 1, 2010 through June 30, 2012.

The Contract total of \$1,140,809 is increased by \$25,206 to a new total of \$1,166,015.

| | |
|---|--|
| 5. ATTACHMENT A | |
| 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. Central Arizona Association of Governments | 8. NAME OF CONTRACTOR Gila County Board of Supervisors |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | SIGNATURE OF AUTHORIZED INDIVIDUAL |
| TYPED NAME D Brian Tapp | TYPED NAME Michael A. Pastor |
| TITLE Executive Director | TITLE Chairman of the Board of Supervisors |
| DATE 4-26-2011 | DATE |

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

By: _____
Gila County Attorney

Date: _____

ATTACHMENT "A"
Contract Between
Gila County and Central Arizona Association of Governments
Program Year 2010
Contract #: Gila 10100

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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.

Firm 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 Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Firm 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.

CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

**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.

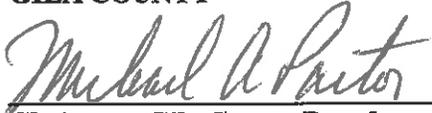
WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal Counties in the amount of \$1,140,809 for Program Year 2010 – April 1, 2010 – June 2010; and
2011

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**


Chairman, Gila County Board
of Supervisors

10/26/10
Date

FOR AND ON BEHALF OF CONTRACTOR


Maxine Leather, Executive Director
Central Arizona Association of Governments

September 20, 2010
Date

Contract #: Gila 10100

APPROVED AS TO FORM


Gila County Attorney

10 26 2010
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 of 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

Attachment A - Sanction Schedule for Failed Performance

| Number of Years Performance Measure Failed | Sanction for 1 Performance Measure | Sanction for 2 Performance Measures | Sanction for 3 Performance measures | Sanction for 4 Performance Measures |
|---|---|--|--|--|
| 2 | 1% of PY/FY Allocation | 2% of PY/FY Allocation | 3% of PY/FY Allocation | 4% of PY/FY Allocation |
| 3 | 5% of PY/FY Allocation | 6% of PY/FY Allocation | 7% of PY/FY Allocation | 8% of PY/FY Allocation |
| 4 | 10% of PY/FY Allocation | 11% of PY/FY Allocation | 12% of PY/FY Allocation | 13% of PY/FY Allocation |
| 5 | 20% of PY/FY Allocation | 21% of PY/FY Allocation | 22% of PY/FY Allocation | 23% of PY/FY Allocation |

ARF-500
Regular BOS Meeting
Date: 05/17/2011

Consent Agenda Item Item #: 5- E

Submitted For: Barbara Valencia, WIA Department Program Manager
Submitted By: Barbara Valencia, Community Services Division
Department: Community Services Division Division: WIA Department
Fiscal Year: Program Year 2010 Budgeted?: Yes
Contract Dates July 1, 2009 - June 30, 2014
Begin & End:
Grant?: Yes
Matching No Fund?: Replacement
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Intergovernmental Agreement No. DE101056001 with Arizona Department of Economic Security.

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, the Arizona Department of Economic Security shall provide REPAC (Re-employment and Placement Assistance Center) the necessary office space to perform work duties.

Evaluation

The Arizona Department of Economic Security (DES) shall provide Gila County REPAC workspaces at Lake Havasu City and Safford to perform work duties. Gila County REPAC (Re-employment and Placement Assistance Center) will reimburse DES for usage of the workspaces and a percentage of the common area at both locations on a monthly basis.

DES made an error in the original agreement in the amount of indirect costs they would charge for the REPAC workspaces. Indirect costs are costs which are costs incurred for common or joint purposes. The indirect costs in the original IGA were listed as 1.12% and 1.84% whereas the State meant for those indirect costs to be listed as 19.54% for both locations.

Gila County Community Services is satisfied that the true amount of indirect costs that DES bears for the workspaces should be 19.54%.

Conclusion

Amendment No. 1 to the Intergovernmental Agreement between the Arizona Department of Economic Security and Gila County REPAC has been revised as follows:

From: Section 31.0 Indirects - 31.3.1 - Indirect charges as defined by OMB Circular A-97, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved," will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

Change to: 31.3.1 - Indirect charges as defined by OMB Circular A-97, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved," will be invoiced at 19.54% for Location I and 19.54% for Location II of the total occupancy costs plus monthly voice bill.

The Gila County REPAC 2004 to 2009 contract indirect charge was 20.19%. That percentage was decreased to 18.10% with the implementation of Amendment #5 in May 1, 2007. The indirect charge of 18.10% was effective for the remainder of the contract, which ended June 30, 2009.

Amendment #1 for the new contract (DE101056001) effective July 1, 2009, is to correct the error where the indirect percentage was incorrectly entered as the the same figures associated with Gila County REPAC's cost of occupancy. The indirect charge should have been 19.54%.

Recommendation

Recommendation to approve Amendment No. 1 to the Intergovernmental Agreement No. DE101056001 with the Arizona Department of Economic Security.

Revised Section 31.0 Indirects

From: 31.3.1 Indirect Charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved," will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

Change to: Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These cots benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved," will be invoiced at 19.54% for Location I and 19.54% for Location II of the total occupancy costs plus monthly voice bill.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. DE101056001) between Gila County and the Arizona Department of Economic Security to revised Section 31.0-Indirects.

Attachments

Link: [LETTER - CONTRACT #DE101056001 - AMENDMENT #1](#)

Link: [DES CONTRACT #101056001 - AMENDMENT #1](#)

Link: [DES CONTRACT #101056001-AMENDMENT #1-COMPARISON](#)

Link: [DES CONTRACT NO. 101056001](#)



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

March 9, 2011

Barbara Valencia
Program Manager
Gila/Pinal Workforce Investment Board
5515 S Apache Avenue
Globe, Arizona 85502

Subject: Contract #DE101056001-Amendment # 1 – Gila County REPAC

Dear Ms. Valencia:

The Gila County REPAC 2004 to 2009 contract indirect charge was 20.19%. That percentage was decreased to 18.10% with the implementation of Amendment #5 in May 2, 2007. The indirect charge of 18.10% was effective for the remainder of the contract, which ended June 30, 2009.

Amendment # 1 for the new contract (#DE101056001 effective July 1, 2009) is to correct the error on our part where the indirect percentage was incorrectly entered as the same figures associated with Gila REPAC's cost of occupancy. The indirect charge should have been 19.54%.

Attached is a copy of the FY2009 invoice for comparison to the 2010 and 2011 invoices. Please contact me at (602) 542-6332 if you have any questions or need additional information.

Sincerely,

Kathy Todd
Project Specialist
DES Budget & Contracts
602-542-0929
Fax: 602-542-3690
KTodd@azdes.gov



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

| | |
|---|--------------------------------------|
| 1. CONTRACTOR (Name and address) Gila County REPAC 5515 South Apache Avenue P. O. Box 2778 Globe, Arizona 85502 | 2. CONTRACT ID NUMBER DE101056001 |
| | 3. AMENDMENT NUMBER 1 |

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

REVISE

Section 31.0 Indirects

FROM:

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

~~**CHANGE TO:**~~

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 19.54% for Location I and 19.54% for Location II of the total occupancy costs plus monthly voice bill.

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 | 8. NAME OF CONTRACTOR Gila County Board of Supervisors dba Gila County REPAC |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | SIGNATURE OF AUTHORIZED INDIVIDUAL |
| TYPED NAME Elizabeth G. Csaki, CPPB | TYPED NAME Michael A. Pastor |
| TITLE Professional Services Unit Manager | TITLE Chairman, Gila County Board of Supervisors |
| DATE | DATE |

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

ATTACHMENT "A"
Intergovernmental Agreement between
Gila County and Arizona Department of Economic Security
Contract DE101056001

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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.

Firm 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 Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Firm 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.

CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

2011 Gila/REPAC Invoice with 19.54% Indirect Charges

1938 Thatcher Blvd, Safford (6265/LOC831)

| Operating Costs | Jul-10 | Aug-10 | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | TOTAL |
|-------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| Occupancy | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | | | | | | \$ 2,141.30 |
| Voice Communications | \$ 6.43 | \$ 6.36 | \$ 6.52 | \$ 6.13 | \$ 5.83 | \$ 6.24 | \$ 6.41 | | | | | | \$ 43.92 |
| Subtotal | \$ 312.33 | \$ 312.26 | \$ 312.42 | \$ 312.03 | \$ 311.73 | \$ 312.14 | \$ 312.31 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,185.22 |
| Indirect Charges 19.54% | \$ 61.03 | \$ 61.02 | \$ 61.05 | \$ 60.97 | \$ 60.81 | \$ 60.99 | \$ 61.03 | | | | | | \$ 426.99 |
| Total | \$ 373.36 | \$ 373.28 | \$ 373.47 | \$ 373.00 | \$ 372.64 | \$ 373.13 | \$ 373.34 | \$ - | \$ 2,612.21 |

232 London Bridge Rd, Lake Havasu (5244/LOC421)

| Operating Costs | Jul-10 | Aug-10 | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | TOTAL |
|-------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| Occupancy | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | | | | | | \$ 1,657.60 |
| Voice Communications | \$ 6.12 | \$ 6.57 | \$ 6.26 | \$ 6.48 | \$ 6.43 | \$ 6.10 | \$ 5.04 | | | | | | \$ 43.00 |
| Subtotal | \$ 242.92 | \$ 243.37 | \$ 243.06 | \$ 243.28 | \$ 243.23 | \$ 242.90 | \$ 241.84 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,700.60 |
| Indirect Charges 19.54% | \$ 47.47 | \$ 47.55 | \$ 47.49 | \$ 47.54 | \$ 47.53 | \$ 47.46 | \$ 47.26 | | | | | | \$ 332.30 |
| Total | \$ 290.39 | \$ 290.92 | \$ 290.55 | \$ 290.82 | \$ 290.76 | \$ 290.36 | \$ 289.10 | \$ - | \$ 2,032.90 |

| | | | | | | | | | | | | | | |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| TOTAL BILLING | \$ 663.75 | \$ 664.20 | \$ 664.02 | \$ 663.82 | \$ 663.40 | \$ 663.49 | \$ 662.43 | \$ - | \$ 4,645.11 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|

| | |
|---------------------------|-------------|
| PREVIOUS BILLINGS | \$ - |
| CURRENT BILLING | \$ 4,645.11 |
| TOTAL BILLINGS | \$ 4,645.11 |
| PAYMENTS RECEIVED TO DATE | |
| BALANCE DUE | \$ 4,645.11 |

2010 Gila/REPAC Invoice with 19.54% Indirect Charges

1938 Thatcher Blvd, Safford (5265/LOC631)

| Operating Costs | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 | Jan-10 | Feb-10 | Mar-10 | Apr-10 | May-10 | Jun-10 | TOTAL |
|-------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 3,670.80 |
| Voice Communications | \$ 4.80 | \$ 5.22 | \$ 5.48 | \$ 6.19 | \$ 6.31 | \$ 6.44 | \$ 6.41 | \$ 6.08 | \$ 6.04 | \$ 6.71 | \$ 6.59 | \$ 6.08 | \$ 72.33 |
| Subtotal | \$ 310.70 | \$ 311.12 | \$ 311.36 | \$ 312.09 | \$ 312.21 | \$ 312.34 | \$ 312.31 | \$ 311.98 | \$ 311.94 | \$ 312.61 | \$ 312.49 | \$ 311.98 | \$ 3,743.13 |
| Indirect Charges 19.54% | \$ 60.71 | \$ 60.79 | \$ 60.84 | \$ 60.98 | \$ 61.01 | \$ 61.03 | \$ 61.03 | \$ 60.96 | \$ 60.95 | \$ 61.08 | \$ 61.06 | \$ 60.96 | \$ 731.41 |
| Total | \$ 371.41 | \$ 371.91 | \$ 372.20 | \$ 373.07 | \$ 373.22 | \$ 373.37 | \$ 373.34 | \$ 372.94 | \$ 372.89 | \$ 373.69 | \$ 373.55 | \$ 372.94 | \$ 4,474.54 |

232 London Bridge Rd, Lake Havasu (5244/LOC421)

| Operating Costs | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 | Jan-10 | Feb-10 | Mar-10 | Apr-10 | May-10 | Jun-10 | TOTAL |
|-------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 2,841.60 |
| Voice Communications | \$ 6.12 | \$ 6.57 | \$ 6.26 | \$ 6.48 | \$ 6.43 | \$ 6.10 | \$ 5.04 | \$ 7.98 | \$ 6.30 | \$ 6.50 | \$ 6.50 | \$ 6.49 | \$ 76.77 |
| Subtotal | \$ 242.92 | \$ 243.37 | \$ 243.06 | \$ 243.28 | \$ 243.23 | \$ 242.90 | \$ 241.84 | \$ 244.78 | \$ 243.10 | \$ 243.30 | \$ 243.30 | \$ 243.29 | \$ 2,918.37 |
| Indirect Charges 19.54% | \$ 47.47 | \$ 47.55 | \$ 47.49 | \$ 47.54 | \$ 47.53 | \$ 47.46 | \$ 47.26 | \$ 47.83 | \$ 47.50 | \$ 47.54 | \$ 47.54 | \$ 47.54 | \$ 570.25 |
| Total | \$ 290.39 | \$ 290.92 | \$ 290.55 | \$ 290.82 | \$ 290.76 | \$ 290.36 | \$ 289.10 | \$ 292.61 | \$ 290.60 | \$ 290.84 | \$ 290.84 | \$ 290.83 | \$ 3,488.62 |

| | | | | | | | | | | | | | |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| TOTAL BILLING | \$ 661.80 | \$ 662.84 | \$ 662.75 | \$ 663.89 | \$ 663.97 | \$ 663.73 | \$ 662.43 | \$ 665.55 | \$ 663.49 | \$ 664.53 | \$ 664.39 | \$ 663.77 | \$ 7,963.16 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|

| | |
|---------------------------|--------------------|
| PREVIOUS BILLINGS | \$ 7,299.39 |
| CURRENT BILLING | \$ 663.77 |
| TOTAL BILLINGS | \$ 7,963.16 |
| PAYMENTS RECEIVED TO DATE | |
| BALANCE DUE | \$ 7,963.16 |

2010 Gila/REPAC Invoice with 1.84% and 1.12% Indirect Charges

1938 Thatcher Blvd, Safford (5265/LOC631)

| Operating Costs | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 | Jan-10 | Feb-10 | Mar-10 | Apr-10 | May-10 | Jun-10 | TOTAL |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 305.90 | \$ 3,670.80 |
| Voice Communications | \$ 4.80 | \$ 5.22 | \$ 5.46 | \$ 6.19 | \$ 6.31 | \$ 6.44 | \$ 6.41 | \$ 6.08 | \$ 6.04 | \$ 6.71 | \$ 6.59 | \$ 6.08 | \$ 72.33 |
| Subtotal | \$ 310.70 | \$ 311.12 | \$ 311.36 | \$ 312.09 | \$ 312.21 | \$ 312.34 | \$ 312.31 | \$ 311.98 | \$ 311.94 | \$ 312.61 | \$ 312.49 | \$ 311.98 | \$ 3,743.13 |
| Indirect Charges 1.84% | \$ 5.72 | \$ 5.72 | \$ 5.73 | \$ 5.74 | \$ 5.74 | \$ 5.75 | \$ 5.75 | \$ 5.74 | \$ 5.74 | \$ 5.75 | \$ 5.75 | \$ 5.74 | \$ 68.97 |
| Total | \$ 316.42 | \$ 316.84 | \$ 317.09 | \$ 317.83 | \$ 317.95 | \$ 318.09 | \$ 318.06 | \$ 317.72 | \$ 317.68 | \$ 318.36 | \$ 318.24 | \$ 317.72 | \$ 3,812.00 |

232 London Bridge Rd, Lake Havasu (5244/LOC421)

| Operating Costs | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 | Jan-10 | Feb-10 | Mar-10 | Apr-10 | May-10 | Jun-10 | TOTAL |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 236.80 | \$ 2,841.60 |
| Voice Communications | \$ 8.12 | \$ 6.57 | \$ 6.26 | \$ 6.48 | \$ 6.43 | \$ 6.10 | \$ 5.04 | \$ 7.98 | \$ 6.30 | \$ 6.50 | \$ 6.50 | \$ 6.49 | \$ 76.77 |
| Subtotal | \$ 242.92 | \$ 243.37 | \$ 243.06 | \$ 243.28 | \$ 243.23 | \$ 242.90 | \$ 241.84 | \$ 244.78 | \$ 243.10 | \$ 243.30 | \$ 243.30 | \$ 243.29 | \$ 2,918.37 |
| Indirect Charges 1.12% | \$ 2.72 | \$ 2.73 | \$ 2.72 | \$ 2.72 | \$ 2.72 | \$ 2.72 | \$ 2.71 | \$ 2.74 | \$ 2.72 | \$ 2.72 | \$ 2.72 | \$ 2.72 | \$ 32.69 |
| Total | \$ 245.64 | \$ 246.10 | \$ 245.78 | \$ 246.00 | \$ 245.95 | \$ 245.62 | \$ 244.55 | \$ 247.52 | \$ 245.82 | \$ 246.02 | \$ 246.02 | \$ 246.01 | \$ 2,951.06 |

| | | | | | | | | | | | | | |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| TOTAL BILLING | \$ 562.06 | \$ 562.94 | \$ 562.87 | \$ 563.84 | \$ 563.91 | \$ 563.71 | \$ 562.61 | \$ 565.24 | \$ 563.50 | \$ 564.39 | \$ 564.26 | \$ 563.74 | \$ 6,763.06 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|

| | |
|---------------------------|--------------------|
| PREVIOUS BILLINGS | \$ 6,199.32 |
| CURRENT BILLING | \$ 563.74 |
| TOTAL BILLINGS | \$ 6,763.06 |
| PAYMENTS RECEIVED TO DATE | |
| BALANCE DUE | \$ 6,763.06 |

**GILA COUNTY BOARD OF SUPERVISORS OCCUPANCY BILLING
SFY 2009 (JULY 1, 2008 - JUNE 30, 2009)**

1938 Thatcher Blvd, Safford (5265/LOC631)

| Operating Costs | Jul-08 | Aug-08 | Sep-08 | Oct-08 | Nov-08 | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | TOTAL |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 156.06 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 156.05 | \$ 1,872.61 |
| Voice Communications | \$ 3.35 | \$ 3.32 | \$ - | \$ 6.71 | \$ 3.42 | \$ 3.41 | \$ 3.50 | \$ 3.49 | \$ 3.44 | \$ 3.23 | \$ 3.27 | \$ 3.18 | \$ 40.32 |
| Subtotal | \$ 159.41 | \$ 159.37 | \$ 156.05 | \$ 162.76 | \$ 159.47 | \$ 159.46 | \$ 159.55 | \$ 159.54 | \$ 159.49 | \$ 159.28 | \$ 159.32 | \$ 159.23 | \$ 1,912.93 |
| Indirect Charges 18.1% | \$ 28.85 | \$ 28.85 | \$ 28.25 | \$ 29.48 | \$ 28.86 | \$ 28.66 | \$ 28.86 | \$ 28.88 | \$ 28.87 | \$ 28.83 | \$ 28.84 | \$ 28.82 | \$ 346.05 |
| Total | \$ 188.26 | \$ 188.22 | \$ 184.30 | \$ 192.22 | \$ 188.33 | \$ 188.12 | \$ 188.43 | \$ 188.42 | \$ 188.36 | \$ 188.11 | \$ 188.16 | \$ 188.05 | \$ 2,258.98 |

232 London Bridge Rd, Lake Havasu (5244/LOC421)

| Operating Costs | Jul-08 | Aug-08 | Sep-08 | Oct-08 | Nov-08 | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | TOTAL |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Occupancy | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 162.00 | \$ 1,944.00 |
| Voice Communications | \$ 1.75 | \$ 1.85 | \$ - | \$ 3.74 | \$ 1.95 | \$ 1.79 | \$ 1.89 | \$ 1.81 | \$ 1.04 | \$ 1.50 | \$ 1.49 | \$ 1.11 | \$ 19.72 |
| Subtotal | \$ 163.75 | \$ 163.85 | \$ 162.00 | \$ 165.74 | \$ 163.95 | \$ 163.79 | \$ 163.89 | \$ 163.81 | \$ 163.04 | \$ 163.50 | \$ 163.49 | \$ 163.11 | \$ 1,963.72 |
| Indirect Charges 18.1% | \$ 29.64 | \$ 29.66 | \$ 29.32 | \$ 30.00 | \$ 29.67 | \$ 29.65 | \$ 29.66 | \$ 29.61 | \$ 29.51 | \$ 29.59 | \$ 29.59 | \$ 29.52 | \$ 355.42 |
| Total | \$ 193.39 | \$ 193.51 | \$ 191.32 | \$ 195.74 | \$ 193.62 | \$ 193.44 | \$ 193.55 | \$ 193.22 | \$ 192.55 | \$ 193.09 | \$ 193.08 | \$ 192.63 | \$ 2,319.14 |

401 N. Marshall St, Casa Grande (5252/LOC511)

| Operating Costs | Jul-08 | Aug-08 | Sep-08 | Oct-08 | Nov-08 | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | TOTAL |
|------------------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|--------|--------|------------------|
| Occupancy | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | \$ 60.62 | | | \$ 806.20 |
| Voice Communications | \$ 11.12 | \$ 12.20 | \$ - | \$ 24.18 | \$ 12.03 | \$ 13.37 | \$ 10.88 | \$ 11.01 | \$ 29.41 | \$ 40.26 | | | \$ 164.46 |
| Subtotal | \$ 71.74 | \$ 72.82 | \$ 60.62 | \$ 84.80 | \$ 72.65 | \$ 73.99 | \$ 71.50 | \$ 71.63 | \$ 90.03 | \$ 100.88 | | | \$ 770.66 |
| Indirect Charges 18.1% | \$ 12.98 | \$ 13.18 | \$ 10.97 | \$ 15.35 | \$ 13.15 | \$ 13.39 | \$ 12.94 | \$ 12.97 | \$ 16.30 | \$ 18.26 | | | \$ 139.49 |
| Total | \$ 84.72 | \$ 86.00 | \$ 71.59 | \$ 100.15 | \$ 85.80 | \$ 87.38 | \$ 84.44 | \$ 84.60 | \$ 106.33 | \$ 119.14 | | | \$ 910.15 |

| | | | | | | | | | | | | | |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| TOTAL BILLING | \$ 466.37 | \$ 467.73 | \$ 447.21 | \$ 488.11 | \$ 467.75 | \$ 468.94 | \$ 468.42 | \$ 466.24 | \$ 487.24 | \$ 500.34 | \$ 381.24 | \$ 380.68 | \$ 5,488.27 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|

| | |
|---------------------------|-------------|
| PREVIOUS BILLINGS | \$ 5,107.59 |
| CURRENT BILLING | \$ 380.68 |
| TOTAL BILLINGS | \$ 5,488.27 |
| PAYMENTS RECEIVED TO DATE | \$ 5,488.27 |
| BALANCE DUE | \$ (0.00) |

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("DES") and Gila County REPAC (Re-Employment and Pre-Layoff Assistance Center).

WHEREAS DES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS Gila County REPAC is duly authorized to execute and administer contracts under A.R.S. §11-201; and,

WHEREAS DES and Gila County REPAC are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, DES and Gila County REPAC agree to abide by all the terms and conditions set forth in this Agreement.

In accordance with A.R.S. § 35-3903.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF GILA COUNTY REPAC, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND GILA COUNTY REPAC TO THIS CONTRACT

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY**

Csaki

Procurement Officer Signature

Elizabeth G. Csaki, CPPB
Printed Name

Professional Services Unit Manager
Title

Date

6/10/2010

DE101056001

DES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara M. Behr*
Assistant Attorney General

Date:

6/7/10

FOR AND ON BEHALF OF GILA COUNTY REPAC

Shirley L. Dawson

Signature

Shirley L. Dawson
Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

5/4/10

By: *Raymond L. Anderson*
Public Agency Legal Counsel

Date:

4/10/12

1.0 DES VISION AND MISSION STATEMENTS

- 1.1 DES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 DES Mission: DES promotes the safety, well-being, and self sufficiency of children, adults, and families.”

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between DES and Gila County REPAC.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of July 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing.

3.2 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3 TERMINATION

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

- 4.2 Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of Gila County REPAC which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

5.0 DEFINITIONS

- 5.1 “DES” is the party who is providing the One-Stop location space.
- 5.2 “DES Site Location” means the facility where the location of integrated program services will occur.
- 5.3 “Gila County REPAC” is the party who is locating with DES.
- 5.4 “Agreement” means the executed Intergovernmental Agreement between the governmental parties.

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this Agreement is to provide the required one-stop services outlined in 20 CFR 662.200.as required under the Workforce Investment Act of 1998. As a mandated partner in the one-stop service delivery system, DES must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This agreement outlines the provisions under which DES will provide those services.

7.0 MANNER OF FINANCING

- 7.1 DES/Employment Services is 100% federally funded.

8.0 SERVICE DESCRIPTION

- 8.1 Provision of services to clients under the Workforce Investment Act of 1998 to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States and for other purposes.

9.0 RESPONSIBILITIES

- 9.1 DES and Gila County REPAC agree as follows in order to meet the requirements of the Workforce Investment Act of 1998:

- 9.2 DES shall provide Gila County REPAC with 63.0 net square feet of workspace at Location I – Lake Havasu City (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.3 DES shall provide Gila County REPAC with 164.0 net square feet of workspace at Location II - Safford (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.4 Gila County REPAC will reimburse DES for usage of the workspaces and a percentage of the common area used by Gila County REPAC staff at both locations on a monthly basis.

10.0 REPORTING REQUIREMENTS

- 10.1 Gila County REPAC shall provide to DES the following reports: Not Applicable

11.0 PAYMENT REQUIREMENTS

- 11.1 DES will invoice Gila County REPAC within ninety (90) days from the date the charges are incurred under this Agreement.
- 11.2 Invoices shall be submitted, by DES, to the contact's address in Section 12.1.
- 11.3 Gila County REPAC shall prepare and issue a warrant within thirty (30) days of receipt of the invoice.
- 11.4 The warrant shall be submitted to contact and address in Section 12.2.

12.0 NOTICES

- 12.1 All notices to Gila County REPAC regarding this Agreement shall be sent to the following address:
Breena York
Fiscal Manager, REPAC/WIA
Gila County REPAC
5515 South Apache Avenue
P. O. Box 2778
Globe, Arizona 85502
Phone: (928) 425-7631 ext 8652
Fax: (928) 425-9468
E-Mail: byork@co.gila.az.us
- 12.2 All notices to DES regarding this Agreement shall be sent to the following address:
Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
AZ/DES/Employment Administration
Site Code: 734A
1789 West Jefferson Road
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-541-3690
E-mail: KTodd@azdes.gov
- 12.3 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 address as indicated above.
- 12.4 All notices shall reference the contract number(s) as indicated on the signature page of this Agreement.
- 12.5 The DES Local Office Coordinator staffed at each location site will handle routine non-monetary office and facility related issues or concerns.

13.0 DISPOSITION OF PROPERTY

- 13.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in that party's rules and regulations.

14.0 OTHER MATTERS

- 14.1 Not Applicable

15.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

- 15.1 Funds may not presently be available for performance under this Agreement beyond the current fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available.
- 15.2 No liability shall accrue to DES in the event this provision is exercised, and DES shall not be obligated or liable for any future payments of or any damages as a result of termination under this paragraph.

16.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

- 16.1 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 ADES may take any of the following actions:
- 16.1.1 Reduce payments or units authorized;
- 16.1.2 Accept a decrease in price offered by Gila County REPAC;
- 16.1.3 Cancel the Contract;
- 16.1.4 Cancel the Contract and re-solicit the requirements; or
- 16.1.5 The Director of DES shall have the sole and unfettered discretion in determining the availability of funds. The DES and Gila County REPAC may mutually agree to reduce reimbursement to the DES when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

17.0 ARBITRATION

- 17.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

18.0 CANCELLATION FOR CONFLICT OF INTEREST

- 18.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when Gila County REPAC received written notice of the cancellation, unless the notice specifies a later time.

19.0 NON-DISCRIMINATION

- 19.1 Gila County REPAC shall comply with Executive Order 2009-09, 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Gila County REPAC shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

20.0 COMPLIANCE WITH APPLICABLE LAW

- 20.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and Gila County REPAC shall maintain all applicable licenses and permit requirements.

21.0 DATA SHARING AGREEMENT

- 21.1 If determined by the DES that sharing of confidential data will occur with Gila County REPAC, Gila County REPAC shall complete the DES Data Sharing Request Agreement and submit the completed Agreement to DES/EA Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between Gila County REPAC and each DES Program sharing confidential data.

22.0 INDEMNIFICATION

- 22.1 Indemnification for Gila County REPAC
- 22.1.1 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.

23.0 INSURANCE REQUIREMENTS

- 23.1 Insurance Requirements for Governmental Parties to an IGA:
- 23.1.1 None.

24.0 IT 508 COMPLIANCE

- 24.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

25.0 RECORDS AND AUDIT

- 25.1 Pursuant to A.R.S. §35-214 and §35-215, Gila County REPAC shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by DES at reasonable times. Upon request, Gila County REPAC shall produce the original of any of all such Records at no cost.

26.0 RIGHT OF OFFSET

- 26.1 DES shall be entitled to offset against any sums due Gila County REPAC, any expenses or costs incurred by the DES, or damages assessed by the DES concerning Gila County REPAC's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

27.0 THIRD-PARTY ANTITRUST VIOLATIONS

- 27.1 Gila County REPAC assigns to DES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to Gila County REPAC, toward fulfillment of this contract.

28.0 FINGERPRINTING

- 28.1 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:
 - 28.1.1 Personnel who are employed by Gila County REPAC, 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 DES 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 (7) working days of employment.
 - 28.1.2 Gila County REPAC shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. DES may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
 - 28.1.3 Except as provided in A.R.S. §46-141 (as may be amended), this contract may be cancelled or terminated immediately if a person employed by Gila County REPAC 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.
 - 28.1.4 Personnel who are employed by any Gila County REPAC whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by DES 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 (as may be amended).
 - 28.1.5 Personnel who are employed by any Gila County REPAC, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by DES 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.
 - 28.1.6 Federally recognized Indian tribes or military bases may submit and DES 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(H) (as may be amended).

29.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 29.1 By entering into this Agreement, both parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration

status of its employer. Both parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

29.2 The State may request verification of compliance for any Gila County REPAC or subcontractor performing work under the Contract. Should the State suspect or find that Gila County REPAC or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of Gila County REPAC. All costs necessary to verify compliance are the responsibility of Gila County REPAC.

30.0 OCCUPANCY INFORMATION

30.1 Site Location(s)

Location I – Lake Havasu
DES Location 421
228 London Bridge Road
Lake Havasu, Arizona 86403

Location II – Safford
DES Location 631
1938 Thatcher Blvd
Safford, Arizona 85546

30.2 Costs

Determination of the proportionate share of monthly occupancy costs, as well as other costs herein, is based on the square foot allocation.

30.3 Location I – Lake Havasu

Total gross square feet of DES's building space is 14,812.00.

Number of DES workstations 64 and 5,552 net square feet.

Number of Gila County REPAC workstations 1 and 63.00 net square feet.

DES's percent of the building area is 98.88% and 14,645.82 gross square feet.

Gila County REPAC's percent of building area is 1.12% and 166.18 gross square feet.

30.4 DES will invoice Gila County REPAC \$236.80 for their 1.12% share of the occupancy costs as per Section 30.3. This is based on the annual per square foot rate of \$17.10 times 166.18 square feet allocated divided by 12 months.

30.5 Location II – Safford

Total gross square feet of DES's building space is 14,706.00.

Number of DES workstations 81 and 8,764.70 net square feet.

Number of Gila County REPAC workstations 2 and 164.00 net square feet.

DES's percent of the building area is 58.38% and 14,435.88 gross square feet.

Gila County REPAC's percent of the building area is 1.84% and 270.12 gross square feet.

30.7 DES will invoice Gila County REPAC \$305.90 for their 1.84% share of the occupancy costs as per Section 30.5. This is based on the annual per square foot rate of \$13.59 times 270.12 square feet allocated divided by 12 months.

30.8 The occupancy costs for both locations will include the following services:
Electricity
Gas Service
Water/sewer
Trash
Housekeeping, including supplies
Exterior ground maintenance
Janitorial, including routine supplies

30.9 DES shall ensure the maintenance of the structural elements, heating, cooling and other systems of both locations.

30.10 Any requests by Gila County REPAC for changes, alterations or modifications to their work space after move in will be submitted to DES's designated site coordinator for processing of the work order to the appropriate DES personnel. If the work order is approved, the costs will be billed to Gila County REPAC at the address in Section 12.1.

30.11 Any request for an exterior sign(s) must be approved in advance by DES. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Agreement, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at Gila County REPAC's request, will be assigned to Gila County REPAC.

30.12 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

31.0 Indirects

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

32.0 TELECOMMUNICATIONS – VOICE/DATA

32.1 DES will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.2 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

32.3 DES will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.4 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

32.5 Voice Communication Charges

For voice communication charges each month, DES will invoice the actual costs of the voice communications based upon the proportionate share of the voice communications for the preceding month to Gila County REPAC.

32.5.1 The percentage invoiced for Location I will be 1.12%. This is based on the percent of occupancy per Section 30.3 of this Agreement.

32.5.2 The percentage invoiced for Location II will be 1.84%. This is based on the percent of occupancy per Section 30.5 of this Agreement.

32.6 Voice Communications

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

32.7 Data Communications

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

33.0 OFFICE FURNITURE AND EQUIPMENT

33.1 DES will provide the following at the Location I:

- Office supplies for DES staff
- Desk(s)
- Side chair(s)
- Computer table (s)
- 1 Modular workstation(s)
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s)

33.2 Gila County REPAC will provide the following at the Location I:

- Modular workstation(s)
- 1 Printer(s)
- 1 Side chair(s)
- Computer table (s)
- Office supplies for Gila County REPAC staff
- 1 Bookcase(s)
- Chair(s)
- 1 File cabinet(s)
- Copier(s)
- 1 PC(s)

33.3 DES will provide the following at the Location II:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Office supplies for ES staff | <input type="checkbox"/> Partitioned workstation(s) |
| <input type="checkbox"/> Desk(s) | <input type="checkbox"/> Chair(s) |
| <input type="checkbox"/> Side chair(s) | <input type="checkbox"/> File cabinet(s) |
| <input type="checkbox"/> Computer table (s) | <input checked="" type="checkbox"/> 1 Copier(s) |
| <input checked="" type="checkbox"/> 1 Modular workstations | <input checked="" type="checkbox"/> 1 Office(s) |

33.4 Gila County REPAC will provide the following at the Location II:

- | | |
|---|---|
| <input type="checkbox"/> Modular workstation(s) | <input checked="" type="checkbox"/> 2 Bookcase(s) |
| <input checked="" type="checkbox"/> 1 Printer(s) | <input checked="" type="checkbox"/> 2 Chair(s) |
| <input checked="" type="checkbox"/> 2 Side chair(s) | <input checked="" type="checkbox"/> 2 File cabinet(s) |
| <input type="checkbox"/> Computer table (s) | <input type="checkbox"/> Copier(s) |
| <input checked="" type="checkbox"/> Office supplies for Gila County REPAC staff | <input checked="" type="checkbox"/> 2 PC(s) |

33.5 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

33.6 **Equipment Supplies**

The equipment supplies used such as paper, toner and maintenance costs are the responsibility of each program.

33.7 **Office Supplies**

Each party will be responsible for providing its own staff with office supplies needed to perform their work duties.

34.0 VETERANS' PRIORITY PROVISIONS

34.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETS/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

35.0 AMERICANS WITH DISABILITY ACT

35.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

36.0 COMPLIANCE WITH CIVIL RIGHTS ACT

36.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

37.0 SALARY AND BONUS LIMITATIONS

37.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing

goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

38.0 EMPLOYMENT DISCLAIMER PROVISION

38.1 This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or format business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Agreement.

39.0 CONFIDENTIALITY OF RECORDS

39.1 Gila County REPAC shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the MASGER PROGRAM AGREEMENT shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

40.1 Due to security and identify protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or Scope of Work that directly serve the State of Arizona or its clients, and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

41.0 ATTACHMENTS

- 41.1 Gila County REPAC shall comply with the attached:
- 41.1.1 Attachment 1 Assurances and Certification Signature Page
- 41.1.2 Attachment 2 Procurement Contract Provisions
- 41.1.3 Attachment 3 Retention and Access Requirements for Records
- 41.1.4 Attachment 4 Assurances – Non-Construction Programs
- 41.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 41.1.6 Attachment 6 Certification Regarding Lobbying
- 41.1.7 Attachment 7 Drug-Free Workplace Certification
- 41.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
- 41.1.9 Attachment 9 Certification of Release of Information
- 41.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
- 41.1.11 Attachment 11 Other Administrative Requirements
- 41.1.12 Attachment 12 OMB Circular A-87 Revised
- 41.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

42.0 EXHIBITS

- 42.1 The following list of exhibits constitutes an integral part of subject Agreement:
- 42.1.1 NONE

ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. **Assurances - Non-Construction Programs (SF 424 B)**
- B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug Free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),**
- F. **Certification of Release of Information**
- G. **Certification Regarding Environmental Tobacco Smoke**
- H. **Other Administrative Requirements**
- I. **OMB Circular A-87 Revised**

APPLICANT NAME and LEGAL ADDRESS:

NAME
ADDRESS
CITY, STATE, ZIP

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Gila County REPAC need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Gila County REPAC.

| | |
|---|-----------------|
| <i>Shirley L Dawson</i> | <i>Chairman</i> |
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| <i>Gila County Board of Supervisors</i> | <i>5/4/10</i> |
| ORGANIZATION | DATE SUBMITTED |

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) Contract provisions. Gila County REPAC's and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by Gila County REPAC or it's sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Gila County REPAC and the Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Gila County REPAC and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Gila County REPAC and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the Gila County REPAC, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after Gila County REPAC or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 1995]

ATTACHMENT 3

29 CFR 97.42 - Retention and access requirements for records

- (a) **Applicability.**
- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Gila County REPAC or sub-grantees which are:
 - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
 - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
 - (2) This section does not apply to records maintained by Gila County REPAC or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).
- (b) **Length of retention period.**
- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
 - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
 - (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Gila County REPAC and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the Gila County REPAC or sub-grantee.
- (c) **Starting date of retention period**
- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Gila County REPAC or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Gila County REPAC submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Gila County REPAC submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
 - (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
 - (3) Records for income transactions after grant or sub grant support. In some cases Gila County REPAC must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Gila County REPAC's fiscal year in which the income is earned.
 - (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Gila County REPAC) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Gila County REPAC) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting

records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

ATTACHMENT 3 CONTINUED

- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
 - (1) Records of Gila County REPAC and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Gila County REPAC and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
 - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Gila County REPAC and sub-grantees are not required to permit public access to their records.

ATTACHMENT 4
ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color 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; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any 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 indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT 7

DRUG-FREE WORKPLACE CERTIFICATION

Gila County REPAC, Arizona, dba Gila County REPAC Community & Economic Development Department certifies it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Gila County REPAC may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila County REPAC, state, zip code):

Check () if there are workplaces on file that are not identified here.

ATTACHMENT 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) 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 I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant 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 applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

ATTACHMENT 9

CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Agreement, the grantee further certifies and assures that it will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below.

29 CFR 97.25 - Program Income.

Gila County REPAC **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

29 CFR 97.31 – Property

Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies

Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

Financial Reporting

29 CFR 97.41 (a) and (b)

These are the general parameters for financial reporting.

29 CFR 97.41 (b)

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2)

This requires Gila County REPAC to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1)

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

ATTACHMENT 12

OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). Pursuant to 20 CFR 652.8(d)(2), the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

- (i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;
- (ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and
- (iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

POLICY: WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

PROCEDURES: Reporting of Fraud & Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at www.oig.dol/hotnet1.htm, or, by FAX to 202-693-5210.

All grantees/Gila County REPACs staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.

ARF-527

Consent Agenda Item Item #: 5- F

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Sadie Dalton, Submitted By: Valrie Bejarano, Finance Department
Recorder

Department: Recorder's Office

Fiscal Year: FY 2011-2012 Budgeted?: Yes

Contract Dates Automatic 12 mnth renewals unless term'd

Begin & End:

Grant?: No

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to the Tyler Technologies, Inc. Eagle Division Software Sales Agreement.

Background Information

In 2007 the Gila County Recorder's Office purchased Tyler Technologies recording software - EagleRecorder. Tyler Technologies has different products available for EagleRecorder.

The Recorder's Office currently has EagleWeb (documents on-line) and EagleOCR (auto indexing). (Those items on the original contract where purchased at \$18,200.)

Amendment No. 1 to the original contract will add the Eagle Quickdocs software module which incorporates Simplifile electronic recording (e-recording) to the existing software. There is no cost to the County for the Simplifile agreement.

Evaluation

Title companies, mortgage companies, banks, and many others will be able to submit their documents for recording to the Recorder's Office through Tyler Technologies and Simplifile. The e-recording system will save the County and those companies time and money. The Recorder's Office will be able to save money on postage and supplies.

E-recording is also more time efficient. Usually companies have to mail their documents which could take several days to reach the County. If there are issues with the document and it cannot be recorded, the County will mail it back to them. With e-recording a company will submit their documents electronically and the County will approve or reject the document right then. If the document is rejected the company is able to resubmit the document that same day.

Thirteen (13) out of fifteen (15) counties are using e-recording at this time. Pima County is in the beginning process of using e-recording. The other counties have seen a tremendous savings and speak very highly of the system.

Conclusion

The Recorder's Office would be saving the County time and money and helping out the different companies by providing e-recording services to the public.

The cost to purchase the Eagle Quickdocs Module (e-recording included) will be \$12,200 plus an annual maintenance fee of \$3,000, which have a total upfront cost of \$15,200.

There is no cost to the County for Simplifile agreement.

Recommendation

The Gila County Recorder recommends that the Board of Supervisors approve Amendment No. 1 to the Tyler Technologies Eagle Division Software contract for the purchase and maintenance of the Eagle Qucikdocs software module as part of the Tyler system and an agreement between Gila County and Simplifile Electronic Recording to allow electronic recording in Gila County.

Suggested Motion

To authorize the Chairman's signature on Amendment No. 1 to the Sales Agreement between Gila County (Recorder's Office) and Tyler Technologies Inc., Eagle Division, for the purchase and maintenance of the Eagle Quickdocs software module in the amount of \$12,200 plus an annual maintenance fee of \$3,000 for a total cost of \$15,200 and an agreement between Gila County (Recorder's Office) and Simplifile for electronic recording in Gila County at no additional cost to the County.

Attachments

Link: [Amendment #1 Eagle Division Contract](#)

Link: [Original Eagle Division Contract](#)

Link: [Eagle Division Contract cont.](#)

Amendment No. 1

Tyler Technologies, Inc.

5519 - 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

AND

Gila County

1400 E Ash St
Globe, AZ 85501
Phone: (928) 402-8703
dsavage@co.gila.az.us

tyler



Eagle Quickdocs

| Software, Services, Hardware & Support for Eagle Quickdocs | QTY | Price Per Unit | License Fee | Annual Maint. Fees |
|---|-----|----------------|-----------------|--------------------|
| Quickdocs Integrated Electronic Document Recording Capability | 1 | 10,000 | 10,000 | 3,000 |
| Quickdocs Services Installation and Implementation - Assumes Quickdocs Training and Implementation will occur via remote services. Fixed Services Fee. Should on-site services be required, additional expenses will apply. | 1 | 4,200 | 4,200 | |
| Quickdocs Server Assumes the use of the Eagle Recorder Server as the Quickdocs Server; unless County security requires a separate server for this purpose. | 0 | 0 | 0 | |
| Sub-Total Eagle Quickdocs: | | | \$14,200 | |
| <i>Preferred Customer Discount on Software License Fees</i> | | | -\$2,000 | |
| <i>Offer valid through April 30, 2011</i> | | | | |
| Total for Eagle Quickdocs Module: | | | \$12,200 | 3,000 |

Gila County Board of Supervisors:

 Michael A. Pastor, Chairman
 Board of Supervisors

ATTEST

 Marian Sheppard, Chief Deputy
 Clerk of the Board

APPROVED AS TO FORM

 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney

 Date

Tyler Technologies:

S. Brett Cate

 Signature

S. Brett Cate

 Print Name

 President, Local Government Division

Title

4/7/11

 Date

SALES AGREEMENT

EXHIBIT D: SOFTWARE SUPPORT AGREEMENT

This Software Support and Maintenance Agreement (this "Support Agreement") is entered into by and between Tyler Technologies, Inc. - Eagle Division ("TYLER") and Gila County, a governmental entity in the State of Arizona ("CLIENT").

WHEREAS, CLIENT has acquired a license to use certain proprietary software of TYLER pursuant to that certain Sales Agreement between CLIENT and TYLER, subject to the restrictions set forth in the Sales Agreement;

WHEREAS, CLIENT desires to acquire certain software support and maintenance services with respect to such software, and TYLER desires to provide such services, all on the terms and conditions set forth in this Support Agreement;

WHEREAS, terms not otherwise defined in this Support Agreement shall have the meaning of the terms set forth in Exhibit D, Definitions, which is incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. **COST OF SUPPORT SERVICES:** The cost of these services for the first year of the Agreement is \$18,200 annually, which shall be paid as set forth in Paragraph 2 below and Paragraph A, General Terms & Conditions, of this Exhibit. Should TYLER be required to pay any additional fees and/or taxes associated with this contract, the appropriate amounts will be added to the invoices for the payments listed above.

2. **SUPPORTED APPLICATIONS:**

EagleRecorder
EagleWeb
EagleOCR

PAYMENT TERMS: The software support services provided under this Agreement shall be in effect for 12 months based on the following initial payment schedule:

| | |
|--|-----------------|
| Support Price | \$18,200 |
| Of the total support price, payments will be made by the CLIENT to TYLER as follows: | |
| First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications. | \$18,200 |

3. **TERM OF AGREEMENT:** The software support services provided under this Support Agreement shall be in effect for 12 months beginning upon Verification or ninety (90) days following, as defined above in the Payment Terms. This Support Agreement shall automatically renew for additional twelve month periods unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms,

SALES AGREEMENT

conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period. TYLER may, with notice to CLIENT as indicated above, increase the annual cost of software support services for a renewal term by an amount equal to the increase in the Consumer Price Index for All Urban Consumers U.S. City Average (CPI-U) for the last published annual period ending prior to such renewal. (In the absence of a recently published CPI-U, another published index that reasonably represents the average national inflationary increase may be substituted.) In the absence of any written notification, the renewal(s) shall be upon the same terms and conditions as set forth under Payment Terms, Invoicing below in Paragraph A.2.

4. **GENERAL TERMS AND CONDITIONS:** Set forth on Paragraph A is the General Terms and Conditions of this Support Agreement, which is incorporated by reference herein.

A: GENERAL TERMS AND CONDITIONS FOR SOFTWARE SUPPORT

1. **INITIATION OF SUPPORT:** Support for all software products shall begin on the date of Verification of each software application.

2. PAYMENT TERMS; INVOICING:

- a). Support fees shall be due and payable upon Verification and subsequent years' maintenance fees for all products shall be due and payable on the anniversary of the start of the first year's maintenance.
- b). TYLER shall invoice CLIENT upon Verification of the Supported Applications as defined above and each year thereafter on the anniversary of the Verification for the forthcoming year's standard charges and otherwise as set forth above. Payment for support services shall be due upon invoicing.
- c). TYLER shall also invoice CLIENT each month for any additional fees and charges accrued and all reimbursable expenses incurred during the previous month.
- d). If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.
- e). Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products and Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to invoices and paid by CLIENT.

3. **CONFIDENTIALITY:** TYLER acknowledges that during discussions with CLIENT leading up to this Agreement and during its performance, certain proprietary or confidential data of CLIENT may be

SALES AGREEMENT

disclosed to TYLER or to TYLER's employees or agents. TYLER agrees that all data not normally available through other sources may be proprietary, and will be safeguarded by TYLER with the same degree of care that it accords to TYLER's own proprietary data. In no event shall confidential information include information that (i) is publicly known or becomes publicly known through no fault of TYLER, (ii) is generally or readily obtainable by the public, or (iii) constitutes the general skills, knowledge and experience acquired by TYLER before entering into this Agreement and thereafter.

4. **RISK OF LOSS:** CLIENT shall be responsible for protecting its system from loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed shall be replaced by TYLER at the request and sole expense of CLIENT.

5. **LIMITATION OF LIABILITY.** TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Support Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages, or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

6. **INDEMNITY FOR INJURY TO PERSONS OR PROPERTY:** TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

7. **TERMINATION:** Termination of this Agreement shall not affect either party's pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

8. **WORKING SPACE:** CLIENT shall provide TYLER with sufficient working space, time, and access to

SALES AGREEMENT

CLIENT's personnel and computer systems so that TYLER may support the system(s) specified herein.

9. **FORCE MAJEURE:** Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

10. MISCELLANEOUS:

- a). **ASSIGNMENT:** This Support Agreement may not be assigned by CLIENT. TYLER may not assign this Support Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.
- b). **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.
- c). **APPLICABLE LAW:** This Support Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.
- d). **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Support Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.
- e). **SEVERABILITY:** If any provision of this Support Agreement is held to be void or unenforceable by the courts in connection with litigation over this Support Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.
- f). **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Support Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

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- g). **AMENDMENT:** This Support Agreement may be amended only by a written document executed by all parties hereto.
- h). **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Support Agreement for a governmental purpose, and that this is not a consumer transaction.
- i). **NO JOINT VENTURE:** Nothing contained in this Support Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.
- j). **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Support Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

B: SUPPORT TERMS

During the term of this Support Agreement, TYLER shall provide the following services in support of the Software, during the hours described in the CLIENT's project documentation.

1. GENERAL:

- a). TYLER shall maintain a trained staff capable of rendering the services set forth herein.
- b). TYLER shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to TYLER in accordance with TYLER's standard reporting procedures. TYLER shall initiate work in a diligent manner toward development of an Error Correction using the procedures outlined in Paragraph B.5, Problem Correction Procedures, below. Following completion of the Error Correction, TYLER shall provide the Error Correction through a "fix" consisting of sufficient programming and operating instructions to implement the Error Correction as soon as practicable.
- c). Support includes toll-free telephone software support; remote Internet access software support and all Software enhancements and bug fixes. Should an on-site visit be required to resolve a software problem, CLIENT will be charged only for travel and associated expenses per the then current TYLER's Preferred Rate Schedule. All time spent in resolving the software problem is covered by this Agreement.
- d). In the event that the CLIENT modifies the operating environment from the one installed, configured and recommended by TYLER and the system becomes unsupported, the CLIENT is responsible for all labor, travel and associated expenses at TYLER's then current Preferred Rate Schedule in order to return the operating environment to a stable and supportable condition.

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2. SUPPORT ACCESS:

- a). TYLER: TYLER shall maintain a telephone and Internet support center that allows CLIENT to report system problems and seek assistance in use of the supported Software.
- b). CLIENT: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of this Support Agreement, at TYLER's discretion.

3. REPORTING PROCEDURES: CLIENT must use all reasonable efforts to report problems covered by the Support Agreement to TYLER in accordance with the following standard reporting procedures:

- a). All problems with supported software should be reported to TYLER support personnel as soon as practicable after the problem is discovered. Notification of such problems may be directed to:
 - (i) TYLER's on-line support reporting system, which is the preferred notification method;
 - (ii) designated toll-free telephone support numbers during Normal Business Hours; or
 - (iii) by e-mail to designated e-mail support addresses.
- b). If possible, CLIENT shall ensure that the reporting of the problem to TYLER will be undertaken by (or at least involve) the user who actually experienced the problem.
- c). If possible, CLIENT shall ensure that the problem will be reported while it is still on the user's workstation.

4. BACKUPS: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER during implementation. This procedure includes a backup schedule, tape rotation requirements, Verification of successful backups and off-site storage provisions.

5. PROBLEM CORRECTION PROCEDURE: Because software/application based errors are not all alike in severity and impact on operations, TYLER utilizes the prioritization plan outlined below for organizing and queuing software support calls.

- a). Priority 1 - Urgent: CLIENT'S software application is inoperative or a mission-critical portion of the software is inoperative. The inability to use the application has a critical impact on CLIENT's operations. Problems assigned a Severity 1 are understood to be those problems that block the CLIENT's ability to perform one or more critical business functions. Response Goal: within 30 minutes.

SALES AGREEMENT

- b). Priority 2 – Important: The software application is partially inoperative and the inoperative portion has a less critical impact on CLIENT's operations than Severity 1 errors. This category includes general questions concerning software operation. Response Goal: Within 2 hours
- c). Priority 3 – Normal: The software is usable with limited functions. The error condition is not critical to the continuing operation of CLIENT's system and does not interfere with critical business functions. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: within 1 business day
- d). Priority 4 – Not Time Critical. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: one week.

6. **ESCALATION**: If CLIENT is not satisfied with the resolution to any problem provided by TYLER software support, whether with the quality of the solution provided or its promptness, CLIENT may contact the Support Manager assigned to the CLIENT's account and this support manager will take action as quickly as possible to provide a solution. If the resolution provided by this manager is still deemed unsatisfactory, CLIENT may seek assistance as necessary from TYLER's upper management. The following is the escalation order for TYLER support:

1. Application Specialist is the first line of support
2. Product Support Manager
3. Product Manager
4. Division President

Your Application Specialist can give you the names, phone numbers and e-mail addresses for the escalation contacts.

7. **CLIENT REQUESTED MODIFICATIONS**: In the event that TYLER is requested by the CLIENT to provide modifications to existing Software during the term specified herein, unless otherwise specified herein, and TYLER agrees to provide the modifications requested by CLIENT, CLIENT will be charged for programming per the then current TYLER Preferred Rate Schedule. TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current TYLER Preferred Rate Schedule.

8. **MINOR ENHANCEMENTS**: Alterations and improvements deemed by TYLER to be minor enhancements, including additional functionality, bug fixes and user interface improvements, will be provided free of charge under this Support Agreement at the sole discretion of TYLER.

9. **MAJOR ENHANCEMENTS**: TYLER may, from time to time, offer major Enhancements to its customers generally for an additional charge. TYLER may allow CLIENT to purchase or license each

SALES AGREEMENT

major Enhancement at a discount based on the time that the CLIENT has used the existing application. TYLER shall not require CLIENT to purchase such Enhancements to continue to receive support or correct errors covered by this Support Agreement. However, TYLER may, at its sole discretion, choose to discontinue support of some obsolete products or obsolete versions of products. If this is the case, the CLIENT will be given at least a twelve (12) months notice of such discontinuance of support.

TYLER will update, at no cost under this Agreement, only the System Software that is required to be updated in order to operate the latest release of TYLER APPLICATION Software installed on the CLIENT's system. TYLER will not update system or third party software at no cost simply because a new release of this software is available.

TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current Preferred Rate Schedule.

NOTE: TYLER WILL DETERMINE IF ANY GIVEN ENHANCEMENT IS TO BE CONSIDERED A MINOR ENHANCEMENT, AND THUS PROVIDED FREE, OR A MAJOR ENHANCEMENT, AND THUS AVAILABLE FOR AN ADDITIONAL CHARGE.

C: PREFERRED RATE SCHEDULE

This fee schedule applies to services provided by TYLER to CLIENT that are not contemplated under the terms of the Support Agreement, or which are being delivered as custom services or enhancements apart from the standard support services. These services shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

| | |
|--|---|
| Professional Services (remote or on-site): | \$140 / hour |
| Per Diem and/or Travel Expenses: | \$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT. |

D: DEFINITIONS

Enhancement refers to any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

Error is any failure of the Software to conform in all material respects to the functional specifications and/or user documentation of the Software. However, any non-conformity resulting from CLIENT's misuse or improper use of the Software or combining or merging the Software with any hardware or software not supplied by TYLER, or not authorized to be so combined or merged by TYLER, shall not be considered an Error.

Error Correction is either a software modification or addition that, when made or added to the

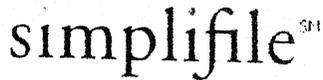
SALES AGREEMENT

Software, establishes material conformity of the Software to the functional specifications and/or user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on CLIENT of such nonconformity.

Normal Business Hours are the hours defined in the CLIENT's project documentation.

Software refers to each of the computer software products described herein. Each software module consists of both computer software and software documentation (e.g., user manuals, technical manuals, system manuals, keyboard function strips, and like items). Additions, corrections and enhancements of Software also fall within the definition of Software. "Software" refers both to the intangible information comprising the products and, as the context requires, every copy of the information.

Tyler acknowledges that Client is an Arizona County, a governmental entity which is a subdivision of the State of Arizona. Tyler certifies that it is in compliance with all Arizona statutes relevant to this Sales Agreement. The parties agree that this Sales Agreement is governed by Arizona law and that all contractual provisions required by Arizona law for this kind of Sales Agreement with a subdivision of the state are incorporated into this Agreement by this reference.



**ELECTRONIC RECORDING
APPROVED PROCEDURES**

THIS ELECTRONIC RECORDING APPROVED PROCEDURES AGREEMENT (this "Agreement") is made effective 2011 between SIMPLIFILE LC, a Utah limited liability company located at 4844 North 300 West, Suite 202, Provo, Utah, 84604 ("Simplifile"), and **Gila County, Arizona, Recorder**, a governmental entity located 1400 East Ashe Street, Globe, AZ 85501. ("Receiver").

RECITALS:

- A. Receiver is legally authorized to receive qualifying documents for filing/recording in Receiver's official records.
- B. Simplifile facilitates (through its proprietary technology or otherwise) the electronic filing/recording by its customers of documents with governmental entities that, like Receiver, are legally authorized to receive qualifying documents for filing/recording in official records.
- C. This Agreement outlines the requirements of electronically recording documents to assure that recording transactions submitted to Receiver by or through Simplifile are legally valid and enforceable.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Electronic Recording.** In this Agreement, "*electronic recording*" means the electronically-based submittal of documents by or through Simplifile to Receiver and electronically-based receipt of confirmation of recording from Receiver to Simplifile or its customer. Such transactions are categorized by four different levels of automation, described as follows:

(a) Level 1. The submitting organization ("*Submitter*") transmits scanned image copies of ink-signed documents to Receiver. Receiver completes the recording process in the same manner as paper submittals, using the imaged copy as the source document. An electronic recording endorsement is returned to Submitter in the form of a label or printing process in order for Submitter to append that information to the original paper document.

(b) Level 2. Submitter transmits scanned images of ink-signed documents along with electronic indexing information to Receiver. Receiver performs an electronic examination of the imaged documents and indexing data, and then completes the recording process. The electronic version of the recorded document is returned electronically to Submitter along with the electronic recording data. The electronic version of the recorded document may also be returned electronically to the grantor or grantee as requested by Submitter.

(c) Level 3. Submitter transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA, URPERA and E-Sign specifications. Receiver performs an electronic

examination of the electronic documents and indexing information, then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to Submitter.

Section 2. **Program Requirements.** Receiver's electronic recording program (the "Program") is defined by the following requirements:

- (a) Levels 1, 2 and 3 electronic recording are supported.
- (b) PRIA file format standard will be used. Images will be in single-page Group IV TIFF format.
- (c) Communications protocol will be TCP/IP, HTTP and HTTPS.
- (d) Encryption will be 128-bit file and image encryption. SSL and XML's are enveloped with a Digital Certificate to validate the submitter.
- (e) Electronic signatures and digital certificates will be used for Level 3 recording.
- (f) Submitter shall confirm that notary signatures and seals are present on all documents requiring notarization.
- (g) Documents will be scanned to conform to Receiver's requirements.
- (h) Document images will be captured as single-page Group IV TIFF images.
- (i) Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
- (j) Submitter shall be responsible for the clarity and brightness of the image.
- (k) Document font size must meet minimum PRIA standards.
- (l) Margins shall conform to Receiver's requirements for top, side and bottom margins.
- (m) Deeds must include grantee's mailing addresses.
- (n) All documents must be in English.
- (o) Document types that may be accepted electronically are based on the County's preferred list of document types. This list may change at the County's request.
- (p) All documents submitted will conform to Receiver's requirements for indexing data. Such requirements may include the following index fields:
 - (i) Document type

- (ii) Document date
- (iii) One grantor OR grantee
- (iv) Submitter information – Business name

(s) Submitted documents electronically recorded will be returned to Submitter (and the grantor or grantee if so directed) in electronic format after acceptance. Confirmation of recordation will include the document image and Receiver's indexing data. Receiver reserves the right to make changes to the index at a later date.

(t) Rejected documents will be returned to Submitter in electronic format with the reason(s) for rejection.

Section 3. **Receiver's Duties.**

(a) **Availability.** Receiver shall process electronically submitted documents during normal business hours on normal business days. The term "normal business days" shall not include weekends, holidays or any other day that Receiver is closed for public business.

(b) **Recording Priority.** Receiver shall record documents in the order they are received, either physically or electronically, in Receiver's office designated above. Documents received on any business day after 4:00 p.m. will be processed on the next business day in the order they were received.

(c) **Disruptions.** Receiver will attempt to notify Simplifile and other Submitters of any disruption in service.

(d) **Monitoring.** Receiver shall attempt to protect the integrity of the recordation process through ongoing monitoring of documents received and recorded.

(e) **System Testing.** Receiver shall test and maintain its software and hardware required to operate Receiver's electronic recording capability; provided, however, that Receiver shall not be liable for any damages resulting from failure of such software or hardware.

(f) **Equivalency.** Receiver shall apply the same level of diligence in handling documents submitted electronically as it applies to documents submitted through the manual recording process.

(g) **Fees.** There will be no added fees or costs of any kind charged by Receiver for electronic recording by or through Simplifile.

(h) **No Infringement.** Receiver and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Simplifile or used in the electronic recording process.

Section 4. **Simplifile's Duties.** Electronic recordings by or through Simplifile shall conform to the requirements of Receiver's Program. Further,

(a) **Verification.** Simplifile diligently shall ensure that documents submitted to Receiver for electronic recording by or through Simplifile have been checked before submission, for errors, omissions, scanning defects, illegible areas and other irregularities that would impact the validity of the document.

(b) No Infringement. Simplifile shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Receiver or used in the electronic recording process.

(c) Original Documents. Simplifile acknowledges that (i) electronic recording permits documents and records to be prepared, signed and transmitted in electronic format, and (ii) electronically recorded documents and records shall be considered the "original" record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be the considered the same as paper documents bearing handwritten signatures.

(d) Responsibility for Conformity. Simplifile shall be deemed to have attested to the completeness and conformity to the paper originals of the electronic records submitted by or through it to Receiver. Receiver shall be held harmless and not liable for any damages in any dispute concerning the completeness and conformity to the paper originals of any documents or records that are electronically recorded with Receiver by or through Simplifile.

(e) Technical Coordination. Simplifile shall be responsible for coordinating all technical problems and issues between Receiver and Simplifile and/or its customer.

(f) Interface. Simplifile shall be responsible for designing, implementing, maintaining and upgrading its electronic recording interfaces and for assuring that such interface speaks directly to all applicable back end recording system. Alternatively, Simplifile shall contract with a Receiver-approved software provider to provide such interface.

(g) Customer Compliance. Simplifile shall ensure that its customers which effect electronic recordings through Simplifile fully comply with the terms and provisions of this Agreement.

Section 5. **Liability Disclaimers/Waivers.**

(a) By Receiver. Receiver disclaims any liability for (i) the information electronically transmitted to Receiver by or through Simplifile; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with Receiver by or through Simplifile.

(b) By Both Parties. Neither Receiver nor Simplifile shall be liable to the other for any special, incidental, exemplary or consequential damages arising or resulting from any delay, omission or error in any electronic recording with Receiver by or through Simplifile.

(c) No Waiver of Governmental Immunity. Nothing contained herein waives or is intended to waive any protections that may be applicable to Receiver or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability Receiver or such related parties that are provided by law.

Section 6. **Further Actions.** The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve. Consequently, during the term of this Agreement the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Agreement. Receiver reserves the unfettered right to amend the provisions of this Agreement

without prior notice or Simplifile's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that Receiver shall use its good-faith efforts to provide notice of such change, or proposed change, to Simplifile at the earliest time reasonably possible under the then circumstances.

Section 7. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing 30 days' prior written notice of termination to the other party. Upon such termination, the parties shall be responsible for compliance with this Agreement only to the extent of the electronic recording services provided prior to the effective date of termination. If mailed, such notice shall be deemed received when deposited in the United States mail, first class postage prepaid. If transmitted by teletype, electronic message, facsimile or other wire or wireless communication, such notice shall be deemed received when the transmission is completed.

Section 8. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties of this Agreement. There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

Section 9. **Disputes.** The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to electronic recording with Receiver through negotiation, followed by non-binding mediation, before resorting to litigation. Jurisdiction and venue for any civil action commenced by either party with respect to this Agreement shall be proper in the court of general jurisdiction of the county where Receiver's principal office is located. Simplifile expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal. This agreement shall be governed by the laws of the state where Receiver's principal office is located.

Section 10. **General Provisions.** The following provisions also are integral to this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Notice. Except as otherwise specified herein, all notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses shown above or at such other address(es) as may be designated by a party from time to time in writing.

(i) Time of Essence. Time is the essence of this Agreement.

(j) Electronic Execution and Delivery. Any party may execute and deliver this Agreement through electronic means such as facsimile or e-mail transmission, with the same legal effect as manual execution and physical delivery of this Agreement.

(k) Relationship. This Agreement shall not be deemed to create a partnership between Simplifile and Receiver in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

(l) Force Majeure. Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

(m) Exhibits. The terms and provisions of any attached exhibits are hereby incorporated in this Agreement by reference.

(n) Interpretation. This Agreement contains the parties' entire agreement concerning the approved procedures for electronic recording with Receiver by or through Simplifile; provided, however, that if Receiver and Simplifile also have entered into a "Receiver License Agreement" or other written agreement (a "License Agreement") signed by both Receiver and Simplifile whereby Simplifile has granted Receiver a license to use Simplifile's electronic recording software system or related proprietary technology of Simplifile, then this Agreement shall be deemed to supplement, but not control, such License Agreement. In the event of any conflict or inconsistency between this Agreement and any such License Agreement, the terms and provisions of the License Agreement shall control.

(o) Cost to the Receiver. There is no cost to the Receiver for this service as Simplifile is paid by the submitters. In the event this policy changes the Receiver may exercise the Termination Clause as outlined in Section 7.

(p) Payment of Recording Fees. Recording fees are determined by the County and shall be paid electronically via ACH on a daily basis. Recording fees will be deposited into the County's account after normal business hours on the day of the recording and will be reflected on the next banking day.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the vendor 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 Works Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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.

Firm 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."

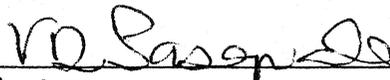
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

DATED effective the date first written above.

GILA COUNTY BOARD OF SUPERVISORS

SIMPLIFILE LC,

Michael A. Pastor, Chairman, Board of Supervisors



Signature

Victoria L. DiPasquale

ATTEST:

Print Name Vico Presidente

Marian Sheppard, Chief Deputy Clerk of the Board

4-8-11

Title

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Implementation Packet
E-RECORDING THROUGH SIMPLIFILE

The logo for Simplifile, featuring the word "simplifile" in a serif font. Above the "i" and "l" is a semi-circular arc composed of small dots.

simplifile

Implementation Packet Overview

Dear Valued Customer,

We hope that you find the information in this packet useful. It has been prepared specifically to make your county implementation to eRecording as simple as possible.

The packet includes:

- A Checklist of the requirements Simplifile will need to complete the process
- The General Information Section provides more details on terms in the checklist
- A Bank Form outlines the information needed to set up the County payment profile
- Contact Information Form outlines the contact information needed
- A standard Electronic Recording Approved Procedures agreement

We are excited to have the opportunity to help you move towards eRecording. Our singular focus is providing easy-to-use technology, superior services, and the best customer care in the industry. Feedback is always welcome. Feel free to contact your Simplifile Sales Representative with any questions you may have.

Sincerely,

Your Simplifile Team

Tyler Eagle Implementation

PREPARATION CHECKLIST

Thank you for your interest in integrating the Simplifile e-recording service with your Tyler Eagle system. Prior to the implementation, the items on this checklist are needed before Simplifile can begin the county implementation. Please work with your Simplifile sales representative to define these items and how they apply to your county.

COMPLETED BY THE COUNTY

- MOU/Agreement
- Contact Information
- Workflow Requirements
- Helper Doc Requirements
- Fee Schedules
- Completed Bank Form
- County Notification to Vendor

COMPLETED BY TYLER EAGLE

- Doc Types are Pulled from Web Service
- Test URL/User Name & Password
- Production URL/User Name & Password

County Implementation

GENERAL INFORMATION

WORKFLOW REQUIREMENTS

How does your county record in the paper world? Will the document need to be reviewed by the auditor, treasurer, etc or can it go straight to the county?

FEE SCHEDULES, DOCUMENTS TYPES & INDEXING REQUIREMENTS

How much are fees per instrument type and number of pages? Simplifile likes to get the fee information directly from the county rather than pulling it off the website to verify the most current version is used.

Document types list includes any instruments the county has given permission to eRecord along with any corresponding external codes in the vendor's system. Procedures regarding adding a new doc type vary per vendor integration as some vendors must map the instrument in their system before Simplifile can add it to the submitter side.

Simplifile's standard indexing includes grantor, grantee, and consideration. The county can choose on each e-recorded document type whether the indexing is null, optional or required, please include this information on the document type list.

HELPER DOC REQUIREMENTS

What documents need to be included with an instrument that may or may not be recorded? Examples of helper documents include the Transfer Declaration in Colorado, the Declaration of Value in Nevada and the RTT in Pennsylvania.

Simplifile Bank Form

Authorization Agreement for Direct Payments (ACH Debits)

I, _____, as an authorized signatory for _____

(COMPANY), by my signature below, authorize the
Simplifile, LC (VENDOR) to initiate debit entries and credit entries to my (our)

| | |
|---|--|
| <input type="checkbox"/> Checking Account | <input type="checkbox"/> Savings Account |
|---|--|

at the account and financial institution named below, for payments and/or refunds due to or from Vendor for electronic document recording as described in the user agreement between Company and Vendor as those payments become due. VENDOR will identify transactions with the Simplifile ID number 1010658627. I acknowledge that the electronic fund transfer transactions to the account must comply with the provisions of U.S. law.

DEPOSITORY

NAME _____ BRANCH _____

ADDRESS _____

CITY, STATE & ZIP CODE _____

ROUTING NO _____ ACCOUNT NO _____

This authorization is to remain in full force and effect until either party provides written notification to the other of its termination in such time and manner as to afford both parties and the Depository a reasonable opportunity to act on it.

BY _____

Signature

NAME _____ TITLE _____

ID OR TAX ID NUMBER _____ DATE SIGNED _____

Contact Information:

Name _____ Telephone (____) _____

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION

County Implementation

CONTACT INFORMATION

RECORDER CONTACT NAME AND INFORMATION

The recorder contact information will be entered on the Simplifile site.

Name _____
Official Title _____
Email Address _____
Phone Number _____

COUNTY CONTACT NAME AND INFORMATION

The county contact will be a point of reference for submission questions and will be receiving and reviewing test documents.

Name _____
Official Title _____
Email Address _____
Phone Number _____

TECHNICAL CONTACT NAME AND INFORMATION

The technical contact is who Simplifile developers will be working with on the IT side.

Name _____
Official Title _____
Email Address _____
Phone Number _____

GENERAL COUNTY INFORMATION

County information will be posted on the Simplifile site for submitters.

Website _____
Recording Hours _____
Mailing Address _____
Phone Number _____
Fax Number _____

Gila County, AZ
Linda Haught Ortega, Recorder
09/06/2007
01:31PM
Doc Code: CONT

Doc Id: 2007-014935
Receipt #: 58824
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(9/4/07 #4)



Gila County, AZ

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CAPTION HEADING:

Sales Agreement
Between
Gila County (Recorder's Office)
and
Tyler Technologies, Inc. – Eagle Division

DO NOT REMOVE

This is part of the official document

SALES AGREEMENT

This Sales Agreement (this "Agreement") dated as of 9/4, 2007 is entered into by and between Gila County, Arizona ("CLIENT") and TYLER Technologies, Inc. – Eagle Division ("TYLER"). This Agreement shall become effective as of the last date set forth on the signature page hereto (the "Effective Date").

WHEREAS, CLIENT desires to (i) license certain software from TYLER, (ii) purchase certain hardware and (iii) receive certain related implementation, maintenance and support services from TYLER, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, TYLER desires to license such software to CLIENT and sell, deliver, and provide to CLIENT such hardware, implementation, maintenance and support services, all on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

CLIENT shall purchase the licenses, products, and related services for the total purchase price as set forth on the table below (the "Purchase Price"). The Purchase Price shall be due and payable to TYLER according to the payment schedule set forth below.

The Purchase Price shall remain in effect for a period of ninety (90) days commencing April 2, 2007.

Pricing and Payment terms:

Pricing Table

| Product | Total of software license fees | Total of Implementation Services | Total of Hardware | Total of 1st Year Maintenance Fees | Product Total |
|------------------------|--------------------------------|----------------------------------|-------------------|------------------------------------|------------------|
| EagleRecorder | \$56,000 | \$69,600 | \$18,791 | \$11,200 | \$155,591 |
| EagleWeb | \$10,000 | \$4,500 | \$3,788 | \$2,000 | \$20,288 |
| EagleOCR | \$25,000 | \$19,265 | \$3,788 | \$5,000 | \$53,053 |
| CATEGORY TOTALS | \$91,000 | \$93,365 | \$26,367 | \$18,200 | \$228,932 |

* The services fees have been estimated based on a typical installation for a county the size of CLIENT and assumes that CLIENT is able to meet its obligations regarding staff availability for all scheduled training, hardware delivery dates, and other deliverables scheduled hereunder. Service hours could be greater or less than quoted. Any additional hours and related expenses shall be scheduled, incurred and billed only with the consent of the CLIENT's project manager.



Gila County, AZ

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SALES AGREEMENT

Payments Table

CLIENT will pay within thirty (30) days of billing as follows:

| | |
|--|------------------|
| Purchase Price | \$228,932 |
| Of the total purchase price, payments will be made by the CLIENT to TYLER as follows: | |
| Due and payable upon loading of the EagleRecorder software licenses, services, hardware and first year support | \$228,932 |
| First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications. | \$18,200 |

NOTE: Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products or Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to the invoices for the payments listed above.

This Agreement consists of the Sales Agreement with the following Exhibits, each of which is incorporated herein by reference:

Exhibit A – Terms and Conditions;

Exhibit B – Software License Agreement

Exhibit C – Description of the Software, Services, Hardware and Maintenance Fees

Exhibit D – Software Support Agreement



Gila County, AZ

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SALES AGREEMENT

THIS AGREEMENT, INCLUDING THE EXHIBITS, CONSTITUTES THE EXCLUSIVE STATEMENT OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES FROM TYLER TO CLIENT EXCEPT AS SPECIFICALLY SET FORTH HEREIN. EXCEPT FOR ANY SUCH WRITTEN WARRANTIES, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY AMENDMENTS, ADDENDA, ALTERATIONS OR MODIFICATIONS TO THE TERMS OR CONDITIONS OF THIS AGREEMENT SHALL BE IN WRITING AND SIGNED BY BOTH PARTIES.

By execution in the space below, each party represents that this Agreement has been read in its entirety and has been executed by an authorized representative.

CLIENT:

GILA COUNTY, ARIZONA

By: Jose M Sanchez
Name: Jose M. Sanchez

Title: Chairman, Board of Supervisors

Date: September 4, 2007

Address for Notices: Gila County Recorder's Office
1400 E. Ash Street
Globe, Arizona 85501
Facsimile Number (928) 425-9270
Phone Number (928) 402-8735
Sadie Dalton

Approved to as form:

Raymond Chambers
Chief Deputy County Attorney



TYLER TECHNOLOGIES, INC. – EAGLE DIVISION

By: Cheryl Letchworth
Name: CHEYL LETCHWORTH
Title: MARKETING MANAGER
Date: 8/23/2007

Address for Notices: 120 East Third Street, Box 1020
Eagle, CO 81631
Facsimile Number 970-328-6521
Phone Number 800-554-4434

Cancellation pursuant to A.R.S. 38-511
This contract is subject to the
cancellation provision of A.R.S. 38-511



Gila County, AZ

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SALES AGREEMENT

EXHIBIT A – TERMS & CONDITIONS

A. VERIFICATION OF THE SOFTWARE PRODUCTS: At CLIENT's optional request, within thirty (30) days after each software product has been installed on CLIENT's system, TYLER will test and verify the software product in accordance with TYLER's standard Verification test procedure by demonstrating to CLIENT that the software product is loaded on the CLIENT's hardware system, is fully operational and substantially complies with TYLER's written specifications for the software set forth in Exhibit C. Timing of Verification may vary as agreed between TYLER and CLIENT in writing during the planning phase of the project. If CLIENT does not request Verification, Verification for each software product will be deemed to have occurred thirty (30) days after loading of that software product on CLIENT's system.

B. TRAINING: TYLER shall provide training as specified in Exhibit C, Description of the Software, Services, Hardware and Maintenance Fees. CLIENT shall have the following obligations with respect to training: (i) CLIENT staff shall be available for training as scheduled and agreed upon; (ii) training shall be provided in a suitable training location and on equipment provided by the county unless other arrangements are previously made with TYLER; (iii) CLIENT staff time shall be dedicated to the training sessions with minimal interruptions; and (iv) CLIENT staff shall be familiar with desktop computers and the Windows (client) operating system.

C. SUPPORT SERVICES: The terms and conditions for support of the software are set forth in Exhibit D of this Agreement.

D. ADDITIONAL SERVICES: Services requested by CLIENT beyond the scope of this Agreement or the Software Support Agreement (if any) shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

| | |
|--|---|
| Professional Services (remote or on-site): | \$140 / hour |
| Per Diem and/or Travel Expenses: | \$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT. |

E. PROJECT MANAGEMENT: CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

F. LATE PAYMENTS: If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney

Exhibit A



Gila County, AZ

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SALES AGREEMENT

fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.

G. **CANCELLATION OR TERMINATION:** Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event this Agreement is cancelled or terminated by CLIENT, CLIENT shall pay for all software products, services, and expenses delivered or incurred prior to the effective date of the cancellation or termination.

H. **INTELLECTUAL PROPERTY INDEMNITY:** If any action or proceeding is brought against the CLIENT that alleges that all or any part of the Software or any other deliverable, in the form supplied, or modified by TYLER, or the CLIENT's use thereof, infringes or misappropriates any United States copyright or patent or trademark or any trade secret, or violates any other contract, license, grant, or other proprietary right of any third party, the CLIENT, upon its awareness, shall give TYLER prompt written notice thereof. TYLER shall defend and hold CLIENT harmless against any such claim or action with counsel of TYLER's choice and at TYLER's expense and shall indemnify the CLIENT against any liability, damages and costs resulting from such claim. The CLIENT shall cooperate with and may, at its own expense, monitor TYLER in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as TYLER may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is based, in whole or in part, upon modifications to the Licensed Software made by the CLIENT, or any third party under CLIENT's directions, or upon the unauthorized use of the Licensed Software by CLIENT.

If the Licensed Software or any other deliverable becomes the subject of a claim of infringement or misappropriation of a copyright, patent, trademark, or trade secret or the violation of any other contractual or proprietary right of any third party, TYLER shall at its sole cost and expense select and provide one of the following remedies, which selection shall be in TYLER's sole discretion: (i) promptly replace the Licensed Software or the other deliverable with a compatible, functionally equivalent, non-infringing system or deliverable; (ii) promptly modify the Licensed Software or the other deliverable to make it non-infringing; or (iii) promptly procure the right of CLIENT to use the Licensed Software or the other deliverable as intended.

I. **LIMITATION OF LIABILITY:** TYLER shall not be liable for any loss, damage or claim arising under this Agreement, regardless of the form of action, except for the loss or damage caused by the negligence of TYLER. TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages; or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

Exhibit A



Gila County, AZ

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SALES AGREEMENT

J. INDEMNITY FOR INJURY TO PERSONS OR PROPERTY: TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Agreement.

K. FORCE MAJEURE: Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

L. CLIENT RESPONSIBILITIES:

1. Backups: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER. This procedure includes adherence to a backup schedule, rotation requirements, verification of successful backups and off-site storage provisions.
2. Working Space: CLIENT agrees to provide TYLER with sufficient working space and time, access to the computer system and other facilities and adequate time on the part of appropriate CLIENT staff, including supervisory staff, during normal business hours as shall be reasonably required for TYLER to install and maintain the system and train CLIENT personnel.
3. Internet Connectivity: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate

Exhibit A

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Gila County, AZ

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SALES AGREEMENT

Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of the Support Agreement, at TYLER's discretion.

4. Where applicable, Eagle software licenses are bundled with Oracle® Software Licensing. Oracle Software Licensing, Standard Edition, is included. Oracle Software Licensing allows for access to the TYLER Supplied Oracle Database provided herein through any of the TYLER supplied software. Application Specific Processor Licensing and Full Use Licensing are available through TYLER at additional cost should the County desire to utilize Oracle to run other applications.

5. **CLIENT Procured Hardware:** Should the CLIENT choose to procure some or all of the system hardware to support the proposed application, CLIENT acknowledges receipt of a list of recommended hardware from TYLER. While the equipment list previously provided is appropriate for most installations, some client-sites require additional hardware, the necessity of which may not be discovered until the site prep phase of services. Accordingly, during the site-prep phase of the services, TYLER technicians may recommend additional hardware or modifications to this hardware list. Examples of situations in which such recommendations could occur include, but are not limited to, excessive applications running on servers, inadequate backup configurations or equipment and lack of adequate Internet connection equipment. During the site-prep phase of the project, CLIENT and TYLER will mutually agree on the final hardware configuration that the CLIENT is to procure

M. MISCELLANEOUS:

1. **ASSIGNMENT:** This Agreement may not be assigned by CLIENT. TYLER may not assign this Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.

2. **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.

3. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

4. **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance

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with the then prevailing rules of the American Arbitration Association.

5. **SEVERABILITY:** If any provision of this Agreement is held to be void or unenforceable by the courts in connection with litigation over this Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

6. **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

7. **AMENDMENT:** This Agreement may be amended only by a written document executed by all parties hereto.

8. **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Agreement for a governmental purpose, and that this is not a consumer transaction.

9. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.

10. **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

11. **INCONSISTENCIES:** Any inconsistencies in the Agreement shall be resolved by the following order of preference:

- a) Sales Agreement
- b) Exhibit A - Terms & Conditions;
- c) Exhibit B – Software License Agreement
- d) Exhibit C – Detailed Description of the Software, Services, Hardware and Maintenance Fees
- e) Exhibit D – Software Support Agreement
- f) Any other Exhibits in their order with D being first.

12. **INSURANCE:** TYLER shall provide and maintain and/or cause its subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

- a) Commercial comprehensive general liability with a combined single limit of not less than

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\$1,000,000 per occurrence, including bodily and personal injury, broad form property damage, blanket contractual, contractor's protective and products and completed operations;

- b) TYLER shall comply with applicable legal requirements for workers compensation; and
- c) TYLER shall maintain throughout the term of this Agreement professional liability insurance with coverage limits in amounts not less than \$1,000,000.

13. LABOR LAWS: TYLER shall comply with all existing applicable State and Federal Labor Laws in the performance of the work in this Agreement, including, without limitation, equal employment opportunity laws.



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EXHIBIT B: SOFTWARE LICENSE AGREEMENT

This software license agreement covers all software products specifically listed in Exhibit C: Detailed Description of the Software, Services, Hardware and Maintenance Fees. To the extent that additional software products may be included in future releases, each such additional software product shall be subject to this Software License Agreement.

A. DEFINITIONS:

1. Terms not otherwise defined in this Exhibit B, Software License Agreement, shall have the meaning assigned to such terms in the Sales Agreement, including its Exhibits thereto.
2. "TYLER Software" means the software specified in this Agreement that meets certain TYLER programming, documentation and support standards, is supported and warranted by the software author identified in the software documentation and is distributed by TYLER.
3. "Software" means the computer software identified in this Agreement, together with all related software documentation, all subsequent documentation, improvements, and updates, in whatever medium, and includes, without limitation, all users' manuals, technical manuals, systems manuals and keyboard function strips, however designated, related to any computer software licensed under this Agreement.)

B. SOFTWARE PRODUCT LICENSE:

1. TYLER hereby grants to CLIENT a revocable, non-exclusive, nontransferable, non-assignable license to use the Software and accompanying documentation and related materials for the internal business purposes of CLIENT only, subject to the conditions and limitations in this Agreement. The license is revocable by TYLER if CLIENT fails to comply with the terms and conditions of this agreement, including without limitation, CLIENT's failure to timely pay the amounts due in full. Upon payment in full, the license shall become irrevocable, subject to restrictions on use and other terms set forth in this Agreement.
2. The foregoing license is limited to the specified number of users or specific CLIENT departments as set forth in Exhibit C – Detailed Description of the Software, Services, Hardware and Maintenance Fees. Substantial and continued use (as defined solely by TYLER) of the software in excess of the authorized licenses shall constitute the purchase of additional licenses by CLIENT and CLIENT shall be billed and pay for additional licenses beyond those authorized in this Agreement, including the corresponding software support costs.
3. Ownership of all software products, accompanying documentation and related materials, and any copies, modifications and enhancements to such software products and any related interfaces, including all intellectual property rights associated therewith, shall remain the sole property of TYLER.

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SALES AGREEMENT

4. In implementation of the foregoing license, TYLER shall furnish CLIENT with the Licensed Software and with associated user instructions and reference documentation, all of which material may be marked with a trade secret notation such as: "The information herein are trade secrets and proprietary properties of TYLER." The License granted under and subject to the terms and conditions of this Agreement authorizes CLIENT to use the Licensed Software as defined in Exhibit C and the granting of sublicenses is not permitted. CLIENT hereby acknowledges that similar software may be licensed or leased to other users.
5. CLIENT shall have the right to transfer this license to a replacement hardware system; provided, however, that (a) CLIENT shall provide TYLER with thirty days advance written notice of any proposed transfer; (b) CLIENT shall be responsible for all costs, including technical assistance (costs shall be billable charges to CLIENT at TYLER's then prevailing services rate); and (c) if database software other than Oracle is used on the CLIENT's servers, CLIENT is responsible for determining the transfer requirements for the database software to different hardware.
6. CLIENT acknowledges and agrees: (a) that each item of software, any modifications and enhancements and any related interfaces are valuable trade secret property of TYLER or the author of such item, and that all software bearing a copyright notice is, in addition, subject to the U.S. federal and state copyright laws; (b) that the use of a copyright notice on the Software shall not be taken to indicate that the Software has been published; (c) that it does not acquire title to the Software under this Agreement; (d) aspects of the Software that are trade secrets include, but are not limited to, the series of instructions or statements that comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and date handling, and report generation; and (e) to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.
7. CLIENT shall not perform decompilation, disassembly, translation or other reverse engineering on the Software. CLIENT shall not modify the Software. If CLIENT modifies the Software, TYLER will not support or correct errors in the modified Software or other Software affected by the modifications.
8. CLIENT shall not copy or duplicate any version of the Software, whether physical, magnetic, or otherwise. Notwithstanding the foregoing, CLIENT may copy the computer software, at its own expense, for the purpose of providing up to three (3) back-up copies, provided that CLIENT (a) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Software, (b) establishes a procedure for accounting for each such copy at all times, and (c) destroys each such copy when it is no longer required.
9. Except for disclosures to its employees and disclosures treated in the following paragraph,

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SALES AGREEMENT

CLIENT shall not disclose or transfer any portion of the Software or software developed with or from the Software, whether in physical, magnetic, or any other form to any person or organization. CLIENT shall use reasonable precautions (a) to ensure that CLIENT and its employees do not make unauthorized disclosures or transfers of the Software and (b) to prevent any unauthorized person or organization from possessing, using, viewing, inspecting, examining or copying any portion of the Software at any time. Without limiting the generality of the foregoing, CLIENT shall periodically inform its employees of CLIENT's obligations regarding the Software, and CLIENT shall be responsible for breaches of this provision by such employees. CLIENT agrees to notify any other author immediately of the possession, use, or knowledge of any portion of the Software by any unauthorized person or organization. In each case in which such unauthorized activity is related to the activities of CLIENT, or an employee of CLIENT, CLIENT agrees to take all steps reasonably necessary to terminate such unauthorized activity and to retrieve any copies of the Software which are in unauthorized hands. In any legal proceeding initiated by CLIENT in connection with such activities, TYLER or any other author may assume the prosecution of such proceeding, if such party, in its sole discretion, deems that its interests so require. CLIENT will promptly furnish TYLER or any other author full details of any unauthorized possession, use, or knowledge of the Software, and will assist in preventing the recurrence of such possession, use or knowledge. The provisions of this paragraph shall not limit in any way the rights of TYLER or any other author to recover damages or obtain other relief against CLIENT for breach of this paragraph by CLIENT or its employees. CLIENT shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of TYLER and each author and any act of CLIENT, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

10. CLIENT may disclose the Software to an independent contractor retained by CLIENT in connection with its use of the Software, provided that such independent contractor has, prior to such disclosure, executed a written non-disclosure agreement with TYLER on terms and conditions acceptable to TYLER. Notwithstanding the foregoing, TYLER may elect to deny disclosure to a third party in its sole reasonable discretion.
11. In order to help preserve the confidentiality of the Software, TYLER has or may in the future provide (a) scrambled or protected code or only object code for certain portions of the Software, or (b) implement other security measures regarding the Software. CLIENT agrees not to unscramble, decode, disassemble, or decompile such items, nor to circumvent such security measures for any purpose whatsoever, without the written consent of TYLER.
12. In the event CLIENT attempts to use, copy, disclose or transfer the Software or any modification thereof in a manner contrary to the terms of this Agreement or in derogation of the rights of TYLER or any other author, whether those rights are explicitly stated, determined by law or otherwise, TYLER and each author or any of them shall have the right, in addition to any other remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate. In addition to the foregoing, upon such improper use, copy, disclosure,

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or transfer of the Software by CLIENT, the licenses hereunder shall terminate immediately.

13. In the event of termination or expiration of this Agreement, the license rights granted to CLIENT shall immediately terminate and CLIENT shall immediately return, unencumbered, all existing copies of the Software to TYLER and certify to TYLER that all copies or partial copies of the Software have been returned or destroyed.
14. In the event of termination or expiration of this Agreement, all rights and the license granted to CLIENT hereunder shall forthwith terminate with respect to CLIENT. CLIENT may not thereafter in any manner avail itself of the rights granted in this Agreement.
15. CLIENT understands and agrees that TYLER itself may be under license(s) with respect to other software obtained from or under TYLER's license(s) with other vendors, including, but not limited to, Optical Character Recognition engine software used in OCR applications. CLIENT further understands that this Agreement is subject to said license(s) and all modifications thereof made subsequent to the effective date of this Agreement and CLIENT agrees to abide by the terms of such license(s).
16. THE OBLIGATIONS AND REMEDIES OF THE PARTIES REGARDING PROPRIETARY RIGHTS WHICH ARE SET FORTH IN THIS AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

C. LIMITED WARRANTY AND LIMITATION OF LIABILITY:

1. The media on which the Licensed Software is provided shall be, upon delivery and installation, free of defects in material and workmanship.
2. The Licensed Software shall possess all material functions and features, and shall perform in accordance with the specifications set forth in Exhibit C and in current documentation, and to the extent that the Software does not so perform, TYLER shall fix defects and provide such other remedial services as set forth in the Software Support Agreement, which shall be the sole remedy of CLIENT.
3. The Licensed Software shall be compatible with the Operating System, application programs, CPUs, and networks specified in the recommended hardware configuration.
4. TYLER does not warrant the Software against faulty performance due to (a) failure of operating systems, compilers, interpreters, utilities or other software not supplied by TYLER, to perform according to their respective specifications or (b) damage to any software or data caused by any software not supplied by TYLER.
5. Portions of the Licensed Software may have been developed by and may be the proprietary property of a third party (the "Third Party Software"). TYLER warrants that it has the legal right to license such Third Party Software and all warranties related to such Third Party Software shall pass through to CLIENT.

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6. TYLER warrants that it possesses all legal rights to the software developed by TYLER that is supplied as part of this Agreement.

THE TYLER SOFTWARE IS DELIVERED WITH THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH C ONLY. TYLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF TYLER AND THE RIGHTS AND REMEDIES OF CLIENT SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

D. SCOPE AND TERM OF LICENSE:

The license rights to use the Software granted to CLIENT are non-exclusive and are subject to the terms of this Agreement. Such use is limited to a maximum number of runtime users or specific organizations in the CLIENT's County as defined in Exhibit C and to the preparation of data and reports for CLIENT and for other affiliated organizations, provided that the processing is done by CLIENT's personnel on CLIENT's computers or temporary substitute computers. The Software may not be used by third parties, nor may CLIENT use the Software to process data for third parties, except as may be specifically required by the duties of the CLIENT's office.

E. CORRECTIONS, ENHANCEMENTS, AND NEW VERSION RELEASES:

Provided that CLIENT is operating under a valid Software Support Agreement, included as Exhibit D to the Agreement, TYLER may from time to time make available to CLIENT corrections and enhancements to the version of the Software or new version releases that are designed to improve the performance of, or add capabilities to, an existing application version of the Software. TYLER may issue such items as amendments to existing releases of the Software or may incorporate the items into new releases. New releases will be substantially compatible with earlier releases. CLIENT shall bear all costs for conversion and reprogramming necessitated by custom modifications.

F. MISCELLANEOUS:

1. TYLER or any other author may at any time, without notice, modify the Software or implement a new release of the Software as reasonably necessary to provide additional software security. CLIENT agrees to install such modified Software or new release promptly after receipt.
2. In recognition of the extraordinarily confidential nature of the Software, in no event shall the Software be subject to any levy, execution, attachment, garnishment, or seizure of any kind by any creditor, receiver, trustee in bankruptcy, or any other person, party, executor, successor, or assignee.
3. Oracle[®] Software License requirements:

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The end user of the Oracle Software License (CLIENT) is notified that: (1) Use of the Oracle programs is restricted to the scope of the application package and to the business operations of the end user; (2) The following are expressly prohibited: (a) the transfer of the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device; (b) assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity; (c) timesharing, service bureau, subscription service, or rental use of the programs; and (d) title to the programs from passing to the CLIENT or any other party; (3) Reverse engineering (unless required by law for interoperability) and disassembly or decompilation of the programs are expressly prohibited. Duplication of the programs except for a sufficient number of copies of each program for the CLIENT's licensed use; (4) At the termination of the agreement, CLIENT must discontinue use and destroy or return to TYLER all copies of the programs and documentation; (5) Publication of any results of benchmark tests run on the programs is prohibited; (6) CLIENT must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (7) The Oracle programs are subject to a restricted license and can only be used in conjunction with the application package. The CLIENT is not permitted to modify the programs; (8) TYLER may audit CLIENT's use of the programs and report such use to Oracle. TYLER may assign its right to audit the CLIENT's use of the programs to Oracle; (9) Oracle is designated as a third party beneficiary of the end user license agreement; (10) The application of the Uniform Computer Information Transactions Act is excluded; (11) Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of Oracle's end user license agreement. TYLER may allow end users to permit agents or contractors to use the programs on their behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement provided that such end users are responsible for such agents' and contractors' compliance

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EXHIBIT C: DESCRIPTION OF THE SOFTWARE, SERVICES, HARDWARE AND MAINTENANCE FEES

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EagleRecorder PRICE TOTALS

| License Fees - Software | | | | |
|---|----|--------|---------------|---------------|
| Base License Fee | 1 | 15,000 | 15,000 | 3,000 |
| <i>(per installation of the master application)</i> | | | | |
| Full Use Licenses | | | | |
| Full Use (Seat) Licenses | 13 | 3,000 | 39,000 | 7,800 |
| Public View Licenses | | | | |
| Public View (Seat) Licenses | 4 | 500 | 2,000 | 400 |
| Totals for EagleSoftware and Support | | | 56,000 | 11,200 |

| | | | |
|---------------------------------|--|--|-----------------|
| Totals for EagleSoftware | | | \$56,000 |
|---------------------------------|--|--|-----------------|

| Services | | | | |
|---|---|-----------|-----------------|--|
| Project Management | 1 | 9,390 | 9,390 | |
| Analysis, Design & Site Prep | 1 | 7,710 | 7,710 | |
| Conversion Services | | | | |
| Data Upload | 0 | No Charge | No Charge | |
| Image Upload | 0 | No Charge | No Charge | |
| Software Staging | 1 | 5,825 | 5,825 | |
| Testing & User Acceptance | 1 | 6,720 | 6,720 | |
| Installation of Software and Hardware | 1 | 6,310 | 6,310 | |
| Training Services | | | | |
| On-Site Training | 1 | 23,150 | 23,150 | |
| WebEx Training | 1 | 2,000 | 2,000 | |
| Go-Live Services | 1 | 7,375 | 7,375 | |
| Production System Transition | 1 | 1,120 | 1,120 | |
| Service Totals for EagleRecorder Module: | | | \$69,600 | |

| Hardware | | | | |
|----------------------------------|---|-------|-----------------|-------|
| EagleRecorder Database Server | 1 | 9,695 | 9,695 | |
| EagleRecorder Application Server | 1 | 3,472 | 3,472 | |
| Other Miscellaneous Hardware | | | | 5,624 |
| Total for Hardware: | | | \$18,791 | |

| | | | | |
|---|--|--|------------------|--|
| Total of all License, Services, and Hardware | | | | |
| Total for EagleRecorder Module: | | | \$144,391 | |



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Annual Support

| | |
|--|-----------------|
| Annual Software Support for EagleRecorder Module: | \$11,200 |
|--|-----------------|

Additional Modules

Software, Services, Hardware & Support for Internet Access

| | | | | |
|---|---|--------|-----------------|--------------|
| EagleWeb Application | | | | |
| Internet Access Module | 1 | 10,000 | 10,000 | 2,000 |
| EagleWeb Services | | | | |
| Installation and Implementation - Assumes EagleWeb Installation and Implementation occur in conjunction with EagleRecorder Training and Implementation. | 1 | 4,500 | 4,500 | |
| EagleWeb Server | | | | |
| | 1 | 3,788 | 3,788 | |
| Total for Internet Access Software, Services and Hardware: | | | \$18,288 | 2,000 |

ase

Software, Services, Hardware & Support for eagleOCR

| | | | | |
|--|---|--------|-----------------|--------------|
| EagleOCR | | | | |
| Automatic Indexing Module | 1 | 25,000 | 25,000 | 5,000 |
| EagleOCR | | | | |
| Installation and Implementation - Assumes EagleOCR Training and Implementation occur in conjunction with EagleRecorder Training and Implementation. Please see additional information under the Explanation of Services and Description of Optional Modules portion of this quote. | 1 | 19,265 | 19,265 | |
| EagleOCR Server | | | | |
| | 1 | 3,788 | 3,788 | |
| Total for EagleOCR Module: | | | \$48,053 | 5,000 |



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| DESCRIPTION OF SERVICES | Unit Price | Service Costs | Estimated Per Diem/Travel Costs | Total Estimated Hours | Days On-Site |
|--|------------|-----------------|---------------------------------|-----------------------|--------------|
| <p>1. Project Management</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs required for on-site visits as well as general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (client and TYLER), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.</i></p> | 9,390 | 7,280 | 500 | 52 | 2 |
| <p>2. Analysis, Design & Site Preparation</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs required for specific client requirements. Includes a Client Survey (remote or on-site). Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms. Services may be provided remotely via conference call and WebEx or may be conducted on-site at the Clients site.</i></p> | 7,710 | 5,600 | 500 | 40 | 2 |
| <p>3. Conversion Services</p> <p>Data Upload</p> <p><i>There are no charges for converting existing CRIS+plus data to EagleRecorder.</i></p> | No Charge | 0 | n/a | 0 | 0 |
| <p>Image Upload</p> <p><i>There are no charges for converting existing CRIS+plus images to EagleRecorder.</i></p> | No Charge | 0 | n/a | 0 | 0 |
| <p>4. Staging of Software</p> <p><i>Includes estimated professional services for all staging of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases. and hardware quoted.</i></p> | 5,825 | 3,360 | 500 | 24 | 3 |
| <p>5. Testing and User Acceptance</p> <p><i>Includes estimated professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products).</i></p> | 6,720 | 6,720 | 0 | 48 | 0 |
| <p>6. Installation</p> <p><i>Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers. Provides for both on-site and off-site services.</i></p> | 6,310 | 4,200 | 500 | 30 | 2 |
| <p>7. Training Services</p> <p>Training and Implementation</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs for training and implementation required for a successful implementation of the project. This line item anticipates on-site training and implementation, complete with all ancillary logistical costs.</i></p> | 23,150 | 14,000 | 2,000 | 120 | 10 |
| <p>WebEx - Remote Training Hours</p> <p><i>Includes estimated remote WebEx training hours for follow-up training.</i></p> | 2,000 | 2,000 | n/a | 20 | n/a |
| <p>8. Go-Live Services</p> <p><i>Includes estimated professional services for Go-Live implementation and transition.</i></p> | 7,375 | 5,600 | 0 | 40 | 5 |
| <p>9. Production System Transition</p> <p><i>Includes estimated professional services to transition from a training and implementation status to a production system status.</i></p> | 1,120 | 1,120 | 0 | 8 | 0 |
| <p>10. Pricing Note</p> <p><i>Service hours have been estimated, based on a typical installation for a county of this size. Service hours assume that the County is able to meet their obligations regarding staff availability for all scheduled training, hardware delivery dates (if ordering their own hardware), etc. Service hours could be greater or less than those quoted. Any additional hours required will be scheduled with the consent of the County's Project Manager. Actual service hours will be billed.</i></p> | | | | | |
| Professional Services Total | | \$68,600 | | | |



| ITEM | QTY | PRODUCT DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|------|-----|---|------------|-------------|
| 1 | 1 | Database/Image Server for EagleRecorder | 9,695 | 9,695 |
| | | <p>Dell PowerEdge 2900 Tower Server, Dual Core Single Processor Xeon 5130 Processor @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; PERC 5i integrated RAID Controller with Two (2) 73 GB SAS Hard Drives (Mirrored) and Two (2) 146 GB SAS Hard Drives (Mirrored); Total Usable Disk Capacity - aprox 219 GB; Dual Gigabit ethernet, internal CDRW/DVD-ROM drive, Redundant Power Supply; Windows Server 2003 Standard Edition x64 with 5 CALS. Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.</p> <p>Software included: One (1) Windows OEM 2003 Server One (1) Symantec Backup Exec 11.1 Database Backup Software One (1) TrendMicro OfficeScan AV for virus protection - 1 Year subscription</p> <p>Windows CALS and AV Licenses for up the following users: 20</p> <p>Tape Backup Vault Unit (15 tape unit)</p> | | |
| 2 | 1 | Application Server for EagleRecorder | 3,472 | 3,472 |
| | | <p>Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5iR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Linux may be substituted). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.</p> <p>Software included: One (1) Windows OEM 2003 Server for Five Users One (1) Apache/Tomcat Web Service</p> <p>Hardware Peripherals included: One (1) CDRW/DVD-ROM Drive</p> | | |
| 3 | 4 | Bar Code Label Printers | 480 | 1,920 |
| | | <p>Zebra TLP 2844 Bar Code Document Label Printer with 203dpi resolution, 4ips print speed. Includes parallel port expansion card.</p> | | |
| 4 | 4 | Epson Receipt Printer | 663 | 2,652 |
| | | <p>Epson TM-H6000ii Receipt Printer. Thermal Impact Receipt Printer with Autocut. Ethernet only connection. Includes Power Supply. White.</p> | | |
| 5 | 3 | Cash Drawer | 228 | 684 |
| | | <p>USB Cash Drawer. Can be used with or without Epson Receipt Printer.</p> | | |
| 6 | 1 | Database Licensing | | |
| | | <p>Client to provide the appropriate Microsoft SQL Server license for this application.</p> | | |



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| ITEM | QTY | PRODUCT DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--|-----|--|------------|---------------|
| 7 | | Cabling & Network <i>Services quoted do not include any network cabling or network infrastructure work. Eagle will provide patch cables from the workstations and server (if supplying the hardware) to the networked cable connection.</i> | | |
| 8 | | Hardware Pricing Note <i>All Hardware Pricing is subject to change. Final hardware availability and pricing is based on those prices currently available to Eagle from its vendors at time of order. Please note: All Hardware Returns are subject to a minimum 25% restocking charge.</i> | | |
| 9 | | Shipping and Insurance <i>Shipping and Insurance may have been estimated. Shipping and insurance costs are in addition to the cost of the equipment and will be billed to the customer at a later date.</i> | | 368 |
| 10 | | Pricing Subject to Change <i>All Hardware, Software and Services pricing quoted herein is valid for 60 days from the date of the Quote.</i> | | |
| 11 | | Consumables <i>Consumables/supplies such as backup tapes, CD's, label stock, receipt roll stock, copier stock, ink, and ribbons are not included in the price of the equipment unless otherwise indicated. When selected for this project, Eagle staff will work with the County to define the consumables required.</i> | | |
| 12 | | Internet Connectivity for Remote Support and Updates <i>Tyler's expectation and support pricing is based on a direct, high speed Internet connection for providing Support and Updates remotely. Should direct, high speed Internet connectivity not be available or allowed, additional support fees may apply.</i> | | |
| 13 | | Image Storage <i>Image Storage requirements have been estimated (Database/Image Server).</i> | | |
| Total Network Hardware and Software | | | | 18,791 |



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Gila County, AZ

CONT

| ITEM | QTY | PRODUCT DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|------|-----|---------------------|------------|-------------|
|------|-----|---------------------|------------|-------------|

Hardware for Additional Modules

| | | | | |
|----|---|--|-------|-------|
| 14 | 1 | Application Server for EagleOCR | 3,788 | 3,788 |
|----|---|--|-------|-------|

Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5IR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Windows Server Required for OCR Engine). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.

Software included:

One (1) Windows OEM 2003 Server for Five Users
 One (1) Apache/Tomcat Web Service

Hardware Peripherals included:

One (1) External USB DVD Writer

| | | | | |
|----|---|-------------------------------|-------|-------|
| 15 | 1 | Internet Access Server | 3,788 | 3,788 |
|----|---|-------------------------------|-------|-------|

Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5IR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Linux may be substituted). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.

Software included:

One (1) Windows OEM 2003 Server for Five Users
 One (1) Apache/Tomcat Web Service

Hardware Peripherals included:

One (1) External USB DVD Writer



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Gila County, AZ

CONT

ITEM PRODUCT DESCRIPTION

1 Dell Servers

Server Warranty: TYLER purchases all Dell Servers with a Extended Manufacturers Warranty for three full years of four hours response time, 8-5, Monday through Friday. Additional Manufacturers Warranty coverage is available.

2 Workstations

Dell OptiPlex Series Workstations: Three year Manufacturers Warranty from Dell.

3 Flat Screen Monitors

Dell 20" Monitors: Three year Manufacturers Warranty from Dell.

4 Bar Code Printers

Zebra Thermal Label Printers: One year Manufacturers Warranty from Zebra.

5 Receipt Printers

Epson TM-H6000ij are currently supported as Receipt Printers. Epson Receipt Printers include a One Year Manufacturer's Warranty.

6 TYLER's HARDWARE WARRANTY INFORMATION

Tyler passes on the Manufacturers Warranty to the client. Tyler Hardware Staff may assist client in diagnosing a hardware problem, but the ultimate resolution of the hardware problem is with the client and the manufacturer.



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Gila County, AZ

CONT



SALES AGREEMENT

EXHIBIT D: SOFTWARE SUPPORT AGREEMENT

This Software Support and Maintenance Agreement (this "Support Agreement") is entered into by and between Tyler Technologies, Inc. – Eagle Division ("TYLER") and Gila County, a governmental entity in the State of Arizona ("CLIENT").

WHEREAS, CLIENT has acquired a license to use certain proprietary software of TYLER pursuant to that certain Sales Agreement between CLIENT and TYLER, subject to the restrictions set forth in the Sales Agreement;

WHEREAS, CLIENT desires to acquire certain software support and maintenance services with respect to such software, and TYLER desires to provide such services, all on the terms and conditions set forth in this Support Agreement;

WHEREAS, terms not otherwise defined in this Support Agreement shall have the meaning of the terms set forth in Exhibit D, Definitions, which is incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. **COST OF SUPPORT SERVICES:** The cost of these services for the first year of the Agreement is **\$18,200** annually, which shall be paid as set forth in Paragraph 2 below and Paragraph A, General Terms & Conditions, of this Exhibit. Should TYLER be required to pay any additional fees and/or taxes associated with this contract, the appropriate amounts will be added to the invoices for the payments listed above.

2. **SUPPORTED APPLICATIONS:**

- EagleRecorder
- EagleWeb
- EagleOCR

PAYMENT TERMS: The software support services provided under this Agreement shall be in effect for 12 months based on the following initial payment schedule:

| | |
|--|-----------------|
| Support Price | \$18,200 |
| Of the total support price, payments will be made by the CLIENT to TYLER as follows: | |
| First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications. | \$18,200 |

3. **TERM OF AGREEMENT:** The software support services provided under this Support Agreement shall be in effect for 12 months beginning upon Verification or ninety (90) days following, as defined above in the Payment Terms. This Support Agreement shall automatically renew for additional twelve month periods unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms,



SALES AGREEMENT

conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period. TYLER may, with notice to CLIENT as indicated above, increase the annual cost of software support services for a renewal term by an amount equal to the increase in the Consumer Price Index for All Urban Consumers U.S. City Average (CPI-U) for the last published annual period ending prior to such renewal. (In the absence of a recently published CPI-U, another published index that reasonably represents the average national inflationary increase may be substituted.) In the absence of any written notification, the renewal(s) shall be upon the same terms and conditions as set forth under Payment Terms, Invoicing below in Paragraph A.2.

4. GENERAL TERMS AND CONDITIONS: Set forth on Paragraph A is the General Terms and Conditions of this Support Agreement, which is incorporated by reference herein.

A: GENERAL TERMS AND CONDITIONS FOR SOFTWARE SUPPORT

1. INITIATION OF SUPPORT: Support for all software products shall begin on the date of Verification of each software application.
2. PAYMENT TERMS; INVOICING:
 - a). Support fees shall be due and payable upon Verification and subsequent years' maintenance fees for all products shall be due and payable on the anniversary of the start of the first year's maintenance.
 - b). TYLER shall invoice CLIENT upon Verification of the Supported Applications as defined above and each year thereafter on the anniversary of the Verification for the forthcoming year's standard charges and otherwise as set forth above. Payment for support services shall be due upon invoicing.
 - c). TYLER shall also invoice CLIENT each month for any additional fees and charges accrued and all reimbursable expenses incurred during the previous month.
 - d). If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.
 - e). Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products and Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to invoices and paid by CLIENT.
3. CONFIDENTIALITY: TYLER acknowledges that during discussions with CLIENT leading up to this Agreement and during its performance, certain proprietary or confidential data of CLIENT may be



SALES AGREEMENT

disclosed to TYLER or to TYLER's employees or agents. TYLER agrees that all data not normally available through other sources may be proprietary, and will be safeguarded by TYLER with the same degree of care that it accords to TYLER's own proprietary data. In no event shall confidential information include information that (i) is publicly known or becomes publicly known through no fault of TYLER, (ii) is generally or readily obtainable by the public, or (iii) constitutes the general skills, knowledge and experience acquired by TYLER before entering into this Agreement and thereafter.

4. **RISK OF LOSS:** CLIENT shall be responsible for protecting its system from loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed shall be replaced by TYLER at the request and sole expense of CLIENT.

5. **LIMITATION OF LIABILITY.** TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Support Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages; or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

6. **INDEMNITY FOR INJURY TO PERSONS OR PROPERTY:** TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

7. **TERMINATION:** Termination of this Agreement shall not affect either party's pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

8. **WORKING SPACE:** CLIENT shall provide TYLER with sufficient working space, time, and access to



SALES AGREEMENT

CLIENT's personnel and computer systems so that TYLER may support the system(s) specified herein.

9. **FORCE MAJEURE:** Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

10. **MISCELLANEOUS:**

- a). **ASSIGNMENT:** This Support Agreement may not be assigned by CLIENT. TYLER may not assign this Support Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.

- b). **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.

- c). **APPLICABLE LAW:** This Support Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

- d). **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Support Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

- e). **SEVERABILITY:** If any provision of this Support Agreement is held to be void or unenforceable by the courts in connection with litigation over this Support Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

- f). **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Support Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.



SALES AGREEMENT

- g). **AMENDMENT:** This Support Agreement may be amended only by a written document executed by all parties hereto.
- h). **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Support Agreement for a governmental purpose, and that this is not a consumer transaction.
- i). **NO JOINT VENTURE:** Nothing contained in this Support Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.
- j). **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Support Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

B: SUPPORT TERMS

During the term of this Support Agreement, TYLER shall provide the following services in support of the Software, during the hours described in the CLIENT's project documentation.

1. GENERAL:

- a). TYLER shall maintain a trained staff capable of rendering the services set forth herein.
- b). TYLER shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to TYLER in accordance with TYLER's standard reporting procedures. TYLER shall initiate work in a diligent manner toward development of an Error Correction using the procedures outlined in Paragraph B.5, Problem Correction Procedures, below. Following completion of the Error Correction, TYLER shall provide the Error Correction through a "fix" consisting of sufficient programming and operating instructions to implement the Error Correction as soon as practicable.
- c). Support includes toll-free telephone software support; remote Internet access software support and all Software enhancements and bug fixes. Should an on-site visit be required to resolve a software problem, CLIENT will be charged only for travel and associated expenses per the then current TYLER's Preferred Rate Schedule. All time spent in resolving the software problem is covered by this Agreement.
- d). In the event that the CLIENT modifies the operating environment from the one installed, configured and recommended by TYLER and the system becomes unsupported, the CLIENT is responsible for all labor, travel and associated expenses at TYLER's then current Preferred Rate Schedule in order to return the operating environment to a stable and supportable condition.



**SALES AGREEMENT****2. SUPPORT ACCESS:**

- a). TYLER: TYLER shall maintain a telephone and Internet support center that allows CLIENT to report system problems and seek assistance in use of the supported Software.
- b). CLIENT: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of this Support Agreement, at TYLER's discretion.

3. REPORTING PROCEDURES: CLIENT must use all reasonable efforts to report problems covered by the Support Agreement to TYLER in accordance with the following standard reporting procedures:

- a). All problems with supported software should be reported to TYLER support personnel as soon as practicable after the problem is discovered. Notification of such problems may be directed to:
 - (i) TYLER's on-line support reporting system, which is the preferred notification method;
 - (ii) designated toll-free telephone support numbers during Normal Business Hours; or
 - (iii) by e-mail to designated e-mail support addresses.
- b). If possible, CLIENT shall ensure that the reporting of the problem to TYLER will be undertaken by (or at least involve) the user who actually experienced the problem.
- c). If possible, CLIENT shall ensure that the problem will be reported while it is still on the user's workstation.

4. BACKUPS: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER during implementation. This procedure includes a backup schedule, tape rotation requirements, Verification of successful backups and off-site storage provisions.**5. PROBLEM CORRECTION PROCEDURE:** Because software/application based errors are not all alike in severity and impact on operations, TYLER utilizes the prioritization plan outlined below for organizing and queuing software support calls.

- a). Priority 1 – Urgent: CLIENT'S software application is inoperative or a mission-critical portion of the software is inoperative. The inability to use the application has a critical impact on CLIENT's operations. Problems assigned a Severity 1 are understood to be those problems that block the CLIENT's ability to perform one or more critical business functions. Response Goal: within 30 minutes.



SALES AGREEMENT

- b). Priority 2 – Important: The software application is partially inoperative and the inoperative portion has a less critical impact on CLIENT's operations than Severity 1 errors. This category includes general questions concerning software operation. Response Goal: Within 2 hours
- c). Priority 3 – Normal: The software is usable with limited functions. The error condition is not critical to the continuing operation of CLIENT's system and does not interfere with critical business functions. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: within 1 business day.
- d). Priority 4 – Not Time Critical. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: one week.

6. **ESCALATION**: If CLIENT is not satisfied with the resolution to any problem provided by TYLER software support, whether with the quality of the solution provided or its promptness, CLIENT may contact the Support Manager assigned to the CLIENT's account and this support manager will take action as quickly as possible to provide a solution. If the resolution provided by this manager is still deemed unsatisfactory, CLIENT may seek assistance as necessary from TYLER's upper management. The following is the escalation order for TYLER support:

- 1. Application Specialist is the first line of support
- 2. Product Support Manager
- 3. Product Manager
- 4. Division President

Your Application Specialist can give you the names, phone numbers and e-mail addresses for the escalation contacts.

7. **CLIENT REQUESTED MODIFICATIONS**: In the event that TYLER is requested by the CLIENT to provide modifications to existing Software during the term specified herein, unless otherwise specified herein, and TYLER agrees to provide the modifications requested by CLIENT, CLIENT will be charged for programming per the then current TYLER Preferred Rate Schedule. TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current TYLER Preferred Rate Schedule.

8. **MINOR ENHANCEMENTS**: Alterations and improvements deemed by TYLER to be minor enhancements, including additional functionality, bug fixes and user interface improvements, will be provided free of charge under this Support Agreement at the sole discretion of TYLER.

9. **MAJOR ENHANCEMENTS**: TYLER may, from time to time, offer major Enhancements to its customers generally for an additional charge. TYLER may allow CLIENT to purchase or license each





SALES AGREEMENT

major Enhancement at a discount based on the time that the CLIENT has used the existing application. TYLER shall not require CLIENT to purchase such Enhancements to continue to receive support or correct errors covered by this Support Agreement. However, TYLER may, at its sole discretion, choose to discontinue support of some obsolete products or obsolete versions of products. If this is the case, the CLIENT will be given at least a twelve (12) months notice of such discontinuance of support.

TYLER will update, at no cost under this Agreement, only the System Software that is required to be updated in order to operate the latest release of TYLER APPLICATION Software installed on the CLIENT's system. TYLER will not update system or third party software at no cost simply because a new release of this software is available.

TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current Preferred Rate Schedule.

NOTE: TYLER WILL DETERMINE IF ANY GIVEN ENHANCEMENT IS TO BE CONSIDERED A MINOR ENHANCEMENT, AND THUS PROVIDED FREE, OR A MAJOR ENHANCEMENT, AND THUS AVAILABLE FOR AN ADDITIONAL CHARGE.

C: PREFERRED RATE SCHEDULE

This fee schedule applies to services provided by TYLER to CLIENT that are not contemplated under the terms of the Support Agreement, or which are being delivered as custom services or enhancements apart from the standard support services. These services shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

| | |
|--|---|
| Professional Services (remote or on-site): | \$140 / hour |
| Per Diem and/or Travel Expenses: | \$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT. |

D: DEFINITIONS

Enhancement refers to any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

Error is any failure of the Software to conform in all material respects to the functional specifications and/or user documentation of the Software. However, any non-conformity resulting from CLIENT's misuse or improper use of the Software or combining or merging the Software with any hardware or software not supplied by TYLER, or not authorized to be so combined or merged by TYLER, shall not be considered an Error.

Error Correction is either a software modification or addition that, when made or added to the



SALES AGREEMENT

Software, establishes material conformity of the Software to the functional specifications and/or user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on CLIENT of such nonconformity.

Normal Business Hours are the hours defined in the CLIENT's project documentation.

Software refers to each of the computer software products described herein. Each software module consists of both computer software and software documentation (e.g., user manuals, technical manuals, system manuals, keyboard function strips, and like items). Additions, corrections and enhancements of Software also fall within the definition of Software. "Software" refers both to the intangible information comprising the products and, as the context requires, every copy of the information.





Gila County, AZ
Linda Haught Ortega, Recorder
09/06/2007
01:31PM
Doc Code: CONT

Doc Id: 2007-0149
Receipt #: 58824
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(9/4/07 #4)



2007-014934

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Gila County, AZ

CONT



CAPTION HEADING:

Property Schedule No. 2
Master Tax-Exempt Lease/Purchase Agreement
Between
Gila County (Recorder's Office)
and
Key Government Finance, Inc.

DO NOT REMOVE

This is part of the official document

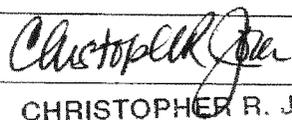


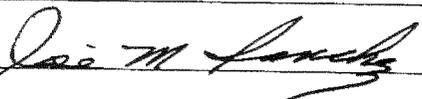
Gila County, AZ CONT
Master Tax-Exempt Lease/Purchase Agreement

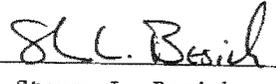
This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of 4/14/2004, between Key Government Finance, Inc., and Gila County.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 8/30/2007.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by 8/30/2007.

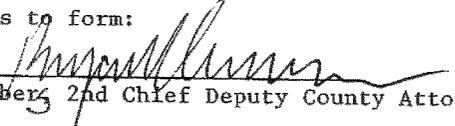
IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

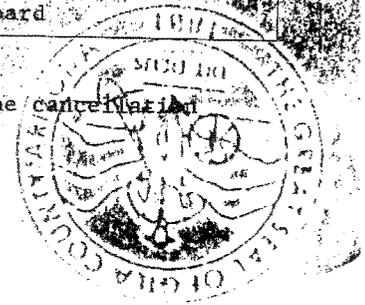
| |
|---|
| Lessor: Key Government Finance, Inc. |
| By:  |
| CHRISTOPHER R. JONES |
| Name: DIRECTOR |
| OPERATIONS & SYNDICATIONS |
| Title: |

| |
|--|
| Lessee: Gila County |
| By:  |
| Name: Jose M. Sanchez |
| Chairman, Gila County |
| Board of Supervisors |
| Title: |

| |
|--|
| Attest |
| By:  |
| Name: Steven L. Besich |
| Title: Clerk of the Board |

Cancellation pursuant to A.R.S. 38-511. This Contract is subject to the cancellation provision to A.R.S. 38-511.

Approved as to form:

 Bryan Chambers, 2nd Chief Deputy County Attorney





Property Description and Payment Schedule

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Gila County.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 1400 E. Ash St., Globe, AZ 85501

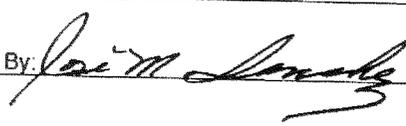
USE: General Government - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the last day of each monthly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount \$247,246.56

| Payment No. | Due Date | Rental Payment | Principal | Interest | Termination |
|-------------|-------------|----------------|-----------|----------|-------------|
| 1 | 30-Sep-2007 | 86,548.46 | 85,602.74 | 945.72 | 166,493.14 |
| 2 | 30-Sep-2008 | 86,548.46 | 78,970.91 | 7,577.55 | 85,153.10 |
| 3 | 30-Sep-2009 | 86,548.46 | 82,672.91 | 3,875.55 | 0.00 |

| |
|--|
| Lessee: Gila County |
| By:  |
| Name: Jose M. Sanchez Chairman, Gila County Board of Supervisors |
| Title: |





EXHIBIT, Gila County, AZ

CONT

Property Description

Receipt & label printers & software

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Gila County.

Ladies and Gentlemen:

We have acted as special counsel to Gila County ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of 4/14/2004 (the "Master Agreement"), between Gila County, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.
7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____



2007-014934

Page: 6 of 15

09/06/2007 01:31P

0.00

Gila County, AZ

CONT

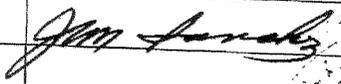


Lessee's Certificate

Re: **Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Gila County.**

The undersigned, being the duly elected, qualified and acting Chairman of the Gila County ("Lessee") do hereby certify, as of 8/30/2007, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 9/4/07 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

| NAME OF EXECUTING OFFICIAL (Official who signed the documents.) | TITLE OF EXECUTING OFFICIAL | SIGNATURE OF EXECUTING OFFICIAL |
|--|---|--|
| Jose M. Sanchez And/ Or | Chairman, Gila County Board of Supervisors |  |

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

| |
|---|
| Gila County |
| By:  |
| Title: Clerk of Gila County Board of Supervisors |
| SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE. |



EXHIBIT

Gila County, AZ

CONT

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Property Schedule No. 2 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. ("Lessor") and Gila County ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, pay to:

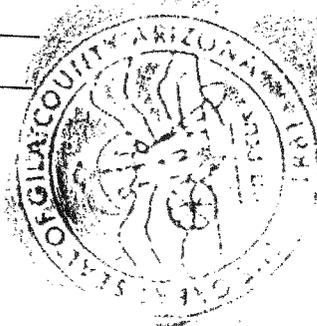
| |
|------------------------|
| Bank Name: |
| Bank Address: |
| Bank City, State, Zip: |
| Bank Phone: |
| For Account of: |
| Account No.: |
| ABA No.: |

Gila County

By: *Jose M. Sanchez*

Name: Jose M. Sanchez
Chairman, Gila County Board

Title: of Supervisors





Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Gila County

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

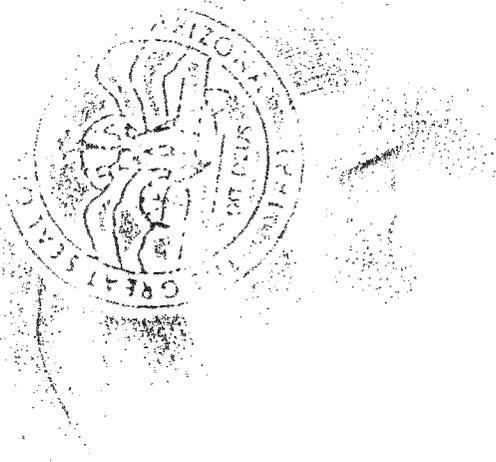
Date: 9/4/07

Gila County
as Lessee

By: *Jose M Sanchez*

Name: Jose M. Sanchez
Chairman, Gila County Board
of Supervisors

Title: of Supervisors





Bank Qualification And Arbitrage Rebate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

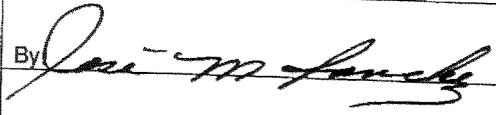
Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement Key Government Finance, Inc. and Gila County

Qualified Tax-Exempt Obligation

This section intentionally left blank

Arbitrage Rebate.

(a) Lessee is a governmental unit under the law of the State with general taxing powers, (b) this Property Schedule is not a private activity bond as defined in Section 141 of the Code, and (c) 95% or more of the net proceeds of this Property Schedule will be used for local government activities of Lessee.

| | |
|----------------------------|--|
| Lessee: Gila County | |
| By: |  |
| Name: | Jose.M. Sanchez Chairman, Gila County Board of Supervisors |
| Title: | |



****Please fill out this form and fax i**



Gila County, AZ

CONT

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____
(Address) _____
(Address) _____
(Contact Name) _____
(Contact Phone) _____
(Contact Fax) _____

FROM:

Customer/Lessee: Gila County
1400 E. Ash St.
Globe, AZ 85501
Contact Name: Chief Deputy Recorder Ms. Sadie Dalton
Contact Phone: 928-402-8735
Contact Fax: 928-425-7056

Gila County is in the process of financing receipt and label printers and software with Key Government Finance, Inc..

Gila County requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named **ADDITIONAL INSURED** as to liability coverage and **LOSS PAYEE** as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

- 1.** Please **FAX** this completed information to:
Key Government Finance, Inc.
Myra Dawson, Account Manager
Phone Number: 720-304-1291
Fax Number: 720-304-1479
- 2.** Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Myra Dawson
1000 S. McCaslin Boulevard
Superior, CO 80027
- 3.** Please **CONTACT** the Account Manager:
 - ✓ When faxing this Certificate.
 - ✓ If this cannot be completed today.
 - ✓ If you have any questions.



NOTIFICATION OF TAX TREATMENT

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax.
- I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.
- I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

| |
|--|
| Lessee: Gila County |
| By: <i>Jose M Sanchez</i> |
| Name: Jose M. Sanchez Chairman, Gila County Board |
| Title: of Supervisors |





INSTRUCTIONS FOR COMPLETING THE 8038 FORM

Per the Internal Revenue Service, you are required to fill in the Report Number information for Line 4 (if the form included in your package is an 8038-G).

****We must have this information in order to complete your financing.****

8038-G Line 4. After the preprinted 3, enter two self-designated numbers. Number the reports consecutively during each calendar year. (If this is the first tax-exempt financing that you have entered into this year, you would use the number 01. If this is the eleventh tax-exempt financing that you have entered into this year, you would use the number 11.)

Additionally, please sign at the bottom of the form and remember to print your name and title.

Thank you.

Information Return for Tax-Exempt

(Under Internal Revenue Code Section 103) **Gila County, AZ**
See separate instructions.



(Caution: If the issue price is under \$100,000, use Form 8038-GC)

CONT

Part I Reporting Authority

| | | | |
|---|--|--|---|
| 1 Issuer's name Gila County | | If Amended Return, check here <input type="checkbox"/> | |
| 3 Number and street (or P. O. box if mail is not delivered to street address) 1400 E. Ash St. | | Room/suite | 2 Issuer's employer identification number 86-6000444 |
| 5 City, town, or post office, state, and ZIP code Globe, AZ 85501 | | 4 Report number 3 | |
| 7 Name of issue Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement | | 6 Date of issue | |
| 9 Name and title of officer or legal representative whom the IRS may call for more information Chief Deputy Recorder Ms. Sadie Dalton, | | 8 CUSIP number | |
| | | 10 Telephone number of officer or legal representative 928-402-8735 | |

Part II Type of Issue (check applicable box(es) and enter the issue price for each) See instructions and attach schedule

| | | |
|--|----|-----------|
| 11 <input type="checkbox"/> Education | 11 | |
| 12 <input type="checkbox"/> Health and hospital | 12 | |
| 13 <input type="checkbox"/> Transportation | 13 | |
| 14 <input type="checkbox"/> Public Safety | 14 | |
| 15 <input type="checkbox"/> Environmental (including sewage bonds) | 15 | |
| 16 <input type="checkbox"/> Housing | 16 | |
| 17 <input type="checkbox"/> Utilities | 17 | |
| 18 <input checked="" type="checkbox"/> Other. Describe (see instructions) <u>Office equipment, fu</u> | 18 | \$247,246 |
| 19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/> | | |
| 20 If obligations are in the form of a lease or installment sale, check box <input checked="" 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 | | \$247,246 | N/A | 2.063 years | 4.590 |

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

| | | |
|---|----|-----|
| 22 Proceeds used for accrued interest | 22 | N/A |
| 23 Issue price of entire issue (enter amount line 21, column (b)) | 23 | N/A |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 | N/A |
| 25 Proceeds used for credit enhancement | 25 | N/A |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 | N/A |
| 27 Proceeds used to currently refund prior issues | 27 | N/A |
| 28 Proceeds used to advance refund prior issues | 28 | N/A |
| 29 (Total add lines 24 through 28) | 29 | N/A |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | N/A |

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

| | | |
|--|-----|-------|
| 30 Enter the remaining weighted average maturity of the bonds to be currently refunded | N/A | years |
| 31 Enter the remaining weighted average maturity of the bonds to be advance refunded | N/A | years |
| 32 Enter the last date on which the refunded bonds will be called | N/A | |
| 33 Enter the date(s) the refunded bonds were issued | N/A | |

Part VI Miscellaneous

| | | |
|---|-----|------|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | 0.00 |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions) | 36a | 0.00 |
| 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units | 37a | 0.00 |
| 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 | | |
| 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"/> | | |

Please Sign Here

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.

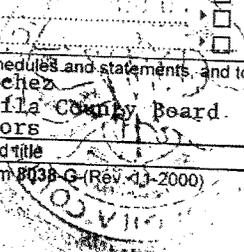
Jose M. Sanchez 09-01-07
Signature of issuer's authorized representative Date

Jose M. Sanchez
Chairman, Gila County Board of Supervisors
Type or print name and title

For Paperwork Reduction Act Notice, see page 2 of the instructions.

Cat. No. 63773S

Form 8038-G (Rev. 11-2000)





LESSEE INVOICE II

(The information you provide enables us to invoice you correctly.)

Gila County, AZ

CONT

Gila County

BILL TO ADDRESS:

Sadie Dalton
Gila County Recorder's Office
1400 E. Ash St.
Globe, AZ 85501

BILLING CONTACT:

First, M.I. and Last Name: Sadie Dalton
Title: Chief Deputy Recorder
Phone Number: 928-402-8735
Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____
Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (if different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

ARF-548

Consent Agenda Item Item #: 5- G

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Joseph Heatherly, Submitted By: Valrie Bejarano, Finance Department
Finance Director

Department: Finance Department

Fiscal Year: FY 2011-2012 Budgeted?: Yes

Contract Dates 7-1-2011 to 6-30-2014

Begin & End:

Grant?: No

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

New World Systems Corporation standard software maintenance agreement for updated software accounting system packages.

Background Information

January 17, 2006, Gila County contracted New World Systems Corporation to provide the County with a software accounting system. Per the agreement new or updated modules may be added to the current County licensed new world application packages.

Evaluation

This software maintenance agreement with New World will provide for customer service support, software updates and any software enhancements to our current packages.

Conclusion

This agreement will benefit the County by providing an up-to-date accounting system and will enhance financial accountability and reporting.

Recommendation

The Finance Director recommends that the Board of Supervisors approve the software maintenance agreement between New World Systems Corporation for modules within the licensed new world application packages.

Suggested Motion

Authorization for the Chairman to sign a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of \$271,704 for a three-year term, from July 1, 2011, to June 30, 2014, for modules contained in the County licensed New World application packages.

Attachments

Link: [Updated New World Systems Software Maintenance Agreement](#)

Link: [Original New World Agreement](#)

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Gila County, AZ (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 7/1/11 to (end date) 6/30/14.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

| <u>Application Package</u> | <u>Number of Modules</u> |
|--|---------------------------------|
| 1. Logos® Financial Management Suite | 11 |
| 2. Logos® Payroll & Human Resources Suite | 6 |
| 3. Logos® Business Analytics | 2 |
| 4. Logos® eSuite | 2 |

**ANNUAL
MAINTENANCE COST: See Below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|------------------------------|-----------------------------|----------------------------|
| 7/1/2011 to 6/30/2012 | \$83,694 | 6/15/2011 |
| 7/1/2012 to 6/30/2013 | \$90,390 | 6/15/2012 |
| 7/1/2013 to 6/30/2014 | \$97,620 | 6/15/2013 |

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Anti-Terrorism Warranty

Pursuant to **A.R.S. §35-397** the Supplier 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.

9. Non-funding Provision

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

10. Legal Arizona Works Act Compliance

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

11. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Gila County Board of Supervisors

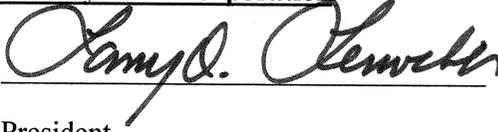
Name: _____

Title: Chairman, Board of Supervisors

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: 

Title: President

Date: 04-27-11

ATTEST:

Name: _____

Title: Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Name: _____

Title: Chief Deputy County Attorney

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Gila County, AZ (Logos)

Licensed Application Software

At February, 2011

1. Logos® Financial Management Base Suite .NET

- Financial Management Base Suite .NET
- Purchasing Base.NET
- Add'l FM Standard Users.NET
- Project Accounting .NET
- Requisition Processing.NET
- 3rd Party Receivables Interface (Batch) .NET
- Government (GASB) Reporting .NET
- Grant Management .NET
- Asset Management .NET
- Misc. Billing & Receivables .NET
- Bank Reconciliation NET

2. Logos® Human Resources Mgt. Base Suite .NET

- Human Resources Mgt. Base Suite .NET
- Applicant Tracking .NET
- Add'l HR Standard Users.NET
- Position Control .NET
- Position Budgeting .NET
- Employee Event Tracking .Net

3. Logos® Business Analytics - Financial Mgt .NET

- Business Analytics - Financial Mgt .NET
- Business Analytics - HR.NET

4. Logos® eSuite Base

- eSuite Base
- eEmployee

GILA CO BOS MARIAN SHEPPARD

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors**



Gila County, AZ

AG

2006-001794

Page: 1 of 24
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CAPTION HEADING:

**Standard Software License and Services Agreement
Between
Gila County
and
New World Systems Corporation**

DO NOT REMOVE

This is part of the official document



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

January 10, 2006

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **Gila County, Arizona**, ("Customer"). This Agreement sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.
The attached Exhibits include:

- Exhibit A LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B..... INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E..... DEMONSTRATION SITE DISCOUNT
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: *Larry D. Leinweber*
Larry D. Leinweber, President

GILA COUNTY, ARIZONA
(Customer)

By: *Jose M. Sanchez*
Authorized Signature Title
Jose M. Sanchez, Chairman

By: *Steven L. Besich*
Authorized Signature Title
Steven L. Besich, Clerk

Date: 01-11-06

Date: 1/17/06

Approved as to form: *Bryan B. Chambers*
Bryan B. Chambers
2nd Chief Deputy County Attorney

This Agreement is effective upon the last date as shown on this cover page.



I. DEFINITIONS

The following terms as defined below are used throughout this Agreement:

1. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed on Exhibit A. **"Development Software"** is standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades"**:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
4. **"Licensed Software"**:
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation"**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies"**:
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this Agreement; and
 - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form on the appropriate media or via an agreed upon network connection as soon as the software is available after this Agreement is signed.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Customer Liaison"**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this Agreement. Within ten (10) days of execution of this Agreement, **Customer** shall notify **New World** of the name of the Customer Liaison.
11. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
12. **"Computer"**:
The .NET Server(s), to be located at:

*Gila County
1400 East Ash Street
Globe, AZ 85502*

Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of execution of this Agreement, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
13. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
14. **"An Authorized User"**:
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be actively logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable and nonexclusive license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer by an authorized user. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified



operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from **Customer's** premises as specified in the Definitions so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 For a warranty period of ninety (90) days after the date the Licensed Standard Software is delivered to **Customer** and during the term of **Customer's** SSMA (see Exhibit C), **New World** provides software correction service and maintenance for the Licensed Standard Software. See Exhibit C for a description of the warranty period, the services available, the applicable fees and procedures, and the SSMA start date.

4.0 WARRANTIES

- 4.1 **New World** warrants that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants that it possesses the necessary intellectual rights to license to **Customer** the Licensed Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, **NEW WORLD** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.



5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

- 6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
- 6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (i) provide timely answers to **New World's** requests for information;
 - (ii) coordinate a mutually agreeable training schedule;
 - (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED USER CHARGES*

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).
- 7.2 If **Customer** wishes to add additional authorized users beyond the number(s) specified on Exhibit A, **Customer** agrees to pay the additional user fees at the then current user-based prices in effect. SSMA fees shall be increased according to the upgraded user-based charges on the next annual billing date after the additional authorized users are added. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified users.
- 7.3 **Customer** shall notify **New World** if additional authorized users need to be added to access the Licensed Software and will pay the additional authorized user fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.



8.0 *NON-RECRUITMENT OF PERSONNEL*

8.1 During the term of this **Agreement** and for twenty-four (24) months thereafter, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information other than for the benefit of that party. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
- (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
- (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** liability for damages, regardless of form of action, is limited to the recovery of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 In no event shall **New World** be liable for any damages relating to **Customer's** failure to perform its responsibilities or for loss of use, revenue or profits, or for any incidental or consequential damages, even if **New World** has been advised of the possibility of such damages. If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental and/or consequential damages is still effective.



11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account of each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$500,000 for each accident; and in an amount not less than \$500,000 on account for each accident for damage to property.

14.0 DISPUTE RESOLUTION BY ARBITRATION

14.1 Except for matters in which the dispute relates to a breach of the provisions set forth in Section II, Paragraphs 8.0 (employee non-recruitment) or 9.0 (non-disclosure or confidentiality), any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.

14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement** of the parties. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.

14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.



15.0 *TERMINATION*

15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
- (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
- (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
- (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
- (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination under subparagraph 15.1, **Customer** shall return to **New World** all copies of each application of Licensed Software and related Licensed Documentation provided to **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 *PATENT AND TRADEMARK INDEMNIFICATION*

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.



17.0 NOTICES

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
 New World Systems Corporation
 888 West Big Beaver, Suite 600
 Troy, Michigan 48084
 Attention: President

18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Arizona and it shall be binding on the successors and assigns of the parties. The parties agree that even if this **Agreement** does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this **Agreement** by this reference as though they were specifically listed herein.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has occurred except that an action for non-payment of fees may be brought within two (2) years of the date the payment was due.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 **Cancellation:** This **Agreement** is subject to the cancellation provisions of A.R.S. 38-511.
- 18.7 **Limited Indemnification:** **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

The limited indemnification for **New World** employees shall only apply in those situations where **New World's** insurance coverage in Paragraph 13 does not cover a claim. If the insurance does not cover a claim, then subject to a recovery limitation of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**, the following shall apply.

New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and contractor's agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, individually or collectively, and the officers, agents, servants and employees of the **Customer**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**.



18.8 **Entire Contract Clause:** New World and the Customer have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual amendment signed by the parties.



EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

LOGOS.NET STANDARD APPLICATION SOFTWARE^{1,2,3}

| ITEM | DESCRIPTION | INVESTMENT |
|--|---|--|
| FINANCIAL MANAGEMENT | | (Users included - 30)⁴ |
| 1. | Logos.NET Financial Management Base Suite | \$45,000 |
| | - General Ledger | |
| | - Budget Management | |
| | - Annual Budget Preparation | |
| | - Accounts Payable Module | |
| | - Revenue/Cash Receipting | |
| 2. | Additional Logos.NET Financial Management Software | |
| | - Asset Management | 7,000 |
| | - Grant Management | 7,000 |
| | - Project Accounting | 7,000 |
| | - 3rd Party Receivables | 7,000 |
| | - Financial Report Writer ⁵ | 5,000 |
| 3. | Logos.NET Procurement Management Suite | |
| | - Purchasing Base | 13,000 |
| 4. | Additional 70 FM Standard Users - 14 Groups of 5 at \$5,000/Group | 70,000 |
| SUB-TOTAL FINANCIAL MANAGEMENT MODULES | | 161,000 |
| PAYROLL & HUMAN RESOURCES SUITE | | (Users included - 15)⁴ |
| 5. | Logos.NET Human Resources Management Base Suite | 28,000 |
| | - Payroll Processing | |
| | - Personnel Management | |
| 6. | Logos.NET Human Resources | |
| | - Employee Event Tracking | 8,000 |
| 7. | Logos.NET Additional Payroll & HR Modules | |
| | - Applicant Tracking | 8,000 |
| | - Position Budgeting Module | 8,000 |
| | - Position Control Module | 8,000 |
| | - Payroll & HR Report Writer ⁵ | 12,000 |
| 8. | Additional 15 Payroll/HR Standard Users - 3 Groups of 5 at \$5,000/Group | 15,000 |
| SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES | | 87,000 |
| | NEW WORLD STANDARD SOFTWARE LICENSE FEE | 248,000 |
| | Less: Reference Site Discount | (12,400) |
| | Less: Contract Signing discount if executed by January 20, 2006. | (49,600) |
| TOTAL SOFTWARE LICENSE FEE^{6,7} | | \$186,000 |



Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 are the required operating systems for all client machines. Windows 2000 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2000 is required for the Database Server.*
- ² *New World Systems Logos.NET product requires Microsoft Windows 2000 Server and SQL Server 2000 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Additional cost per group for standard user is \$5,000. Additional limited user cost is \$500.*
- ⁵ *Requires a Third Party writing tool. New World recommends Crystal Reports 8.5 or greater, not included in this Agreement. However, several other tools may be utilized that support an ODBC connection.*
- ⁶ *Prices assume that all software proposed is licensed.*
- ⁷ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

| | | |
|----|--|-------------------------|
| a) | DOWN PAYMENT 40% of the total Exhibit A cost [Invoiced upon receipt of signed Standard Software License and Services Agreement.] | \$74,400 |
| b) | DELIVERY PAYMENT 50% of each application cost [Invoiced as each Exhibit A Licensed Standard Software package is delivered to Customer .] | \$93,000 |
| c) | FINAL PAYMENT 10% of each application cost [Invoiced ninety (90) days after delivery of each Licensed Standard Software package.] | \$18,600 |
| | TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE..... | <u>\$186,000</u> |

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH JANUARY 20, 2006.



EXHIBIT B
PROJECT MANAGEMENT, INSTALLATION AND
TRAINING SUPPORT SERVICES AND FEES

1. Project Management Services

New World shall act as Project Manager to assist Customer's management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at Customer's location
 - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
 - a project close-out meeting at Customer's location to conclude the project.

To implement the Exhibit A applications, the Project Management fee will be **\$25,000.**

2. Installation and Training Support Hours Recommended

Allocating adequate support service hours for each application of Licensed Standard Software listed on Exhibit A is not only recommended but is also critical for a successful installation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **600** hours of New World installation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended installation and training support services include:

- a) installation of each package of Licensed Standard Software; and
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software.

The project management, installation and training support services are performed at Customer's premises and/or at New World national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Other Installation Service Fees

A flat rate fee is charged for quality assurance of the Customer's existing .Net Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, Customer will be responsible for the actual travel costs.

| | | |
|----|---|-----------------------|
| a) | Hardware Quality Assurance Fee | \$7,000 |
| | TOTAL QUALITY ASSURANCE SERVICE FEES | <u>\$7,000</u> |



Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

4. Support Service Fees Estimate

The **600** hours of installation and training support services cost has been calculated using a rate of **\$130** per hour. Additional services are also available at the rate of **\$130** per hour. This rate is protected for one year from the date **New World** executes this **Agreement**. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management, Installation and Training Support Services and Quality Assurance Services costs will be a total of **\$110,000**. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per **Customer** visit.)

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming custom software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World**).

6. Payments for Project Management Services

Project Management Services will be billed as follows:

| | |
|--|------------------------|
| a) Day 10 after Agreement signed | \$7,500 |
| b) Day 90 after Agreement signed | 7,500 |
| c) Day 180 after Agreement signed | 7,500 |
| d) Upon project completion or 365 days after Agreement signed, whichever comes first. | 2,500 |
| TOTAL PROJECT MANAGEMENT SERVICES FEE..... | <u>\$25,000</u> |

7. Payments for Other Installation Services

Hardware Quality Assurance Services will be billed as follows:

| | |
|--|-----------------------|
| a) 50% of the total amount is due upon Agreement being signed | \$3,500 |
| b) 50% of the total amount is due upon completion of Quality Assurance | 3,500 |
| TOTAL HARDWARE QUALITY ASSURANCE SERVICES FEE | <u>\$7,000</u> |



Gila County, AZ

AG

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Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

8. Payments for Installation and Training Support Services and Travel Costs

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.



EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Gila County, Arizona, (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Warranty Period and Service Period

The warranty period shall begin on the delivery date of the Licensed Standard Software and end 90 days after the delivery date.

This SSMA shall remain in effect for a period of five (5) years beginning on the 91st day after the delivery of the Licensed Standard Software to **Customer** (the start date) and ending on the same calendar date five (5) years after the start date.

2. Services Included

The following services or features are available under this SSMA:

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.



Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

4. Billing

Maintenance costs will be billed annually, beginning on the 91st day after delivery of the Licensed Standard Software and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after it is delivered to **Customer's** location. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the ninety (90) day warranty period or during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this **Agreement** for the **New World** warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

| <u>Application Packages</u> | <u>Number of Modules</u> |
|---|--------------------------|
| 1) Logos.NET Financial Management Base Suite | 5 |
| 2) Logos.NET Additional Financial Management Software | 5 |
| 3) Logos.NET Procurement Management Suite | 1 |
| 4) Additional 70 FM Standard Users | n/a |
| 5) Logos.NET Human Resources Management Base Suite | 2 |
| 6) Logos.NET Human Resources | 1 |
| 7) Logos.NET Additional Payroll & HR Modules | 4 |
| 8) Additional 15 Payroll/HR Standard Users | n/a |



Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

NEW WORLD LICENSED STANDARD SOFTWARE LIST COST **\$248,000**

Annual Maintenance Cost (5-Year Plan, Billed Annually)

| | |
|-----------------|----------|
| Warranty Period | 90 Days |
| Year 1 | \$39,680 |
| Year 2 | \$42,160 |
| Year 3 | \$44,640 |
| Year 4 | \$47,120 |
| Year 5 | \$49,600 |

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.



EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: Gila County, Arizona
Customer Name

Located At: **1400 East Ash Street**
Globe, AZ 85502

Authorized Signature of Customer:

| Name (Please Print or Type) | Title | Signature |
|-----------------------------|-------|-----------|
| | | |

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement with New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the **Standard Software License and Service Agreement** between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____
By: _____
Title: _____
Date: _____

Individual: _____
By: _____
Title: _____
Date: _____

Accepted and Approved by New World Systems Corp.
By: _____
Title: _____
Date: _____



EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

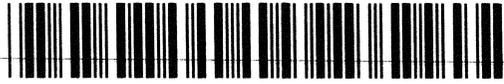


EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to convert the existing data master files specified below. The following information is required to be submitted to **New World**:

- a) List of data files and total number of data files to be converted,
- b) Data descriptors (data dictionary) of all data elements contained in the files to be converted,
- c) Number of data elements contained in the files,
- d) Data to be converted is in fixed field length format with comma delimiters.

Data can be submitted in EBCDIC format with a fixed field, fixed record length and fixed block format, or in an ASCII format on the following media types: 3 1/2 inch disk, 8mm tape or CD. An accurate record count must also be provided.

Master files to be converted:

Financial

- Vendor Information
- Accounts Payable History
- General Ledger Transaction File

Payroll

- Employee Information with YTD Balance
- Employee Detail Check History

Payments for Data File Conversion:

- a) DOWN PAYMENT \$16,800
(60% - due upon execution of **Agreement**)
- b) FINAL PAYMENT \$11,200
(40% - due upon delivery of data file conversion)

TOTAL PAYMENTS DUE FOR DATA FILE CONVERSION (Exhibit F).....\$28,000

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.

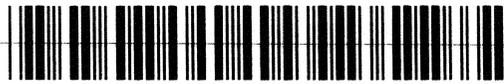


EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

Capabilities included in Fixed Cost under 3(a) and 3(b) below:

a) Custom Software/Interfaces

(1) **Treasurers Interface:**

Create Positive Pay Transmittal (Export) File

New World will provide an access point to the Logos.NET database to export check information. **Customer** will select a payment batch for export and a location on a shared network drive to place the export file.

Import Bank Reconciliation

New World will provide an access point to the Logos.NET database for the import of check reconciliation data. **Customer** will select the bank account and file format which will have prompt capability. **Customer** will also select the import file which will need to be located on a shared network drive.

Create Journal Transmittal (Export) File

New World will provide an access point to the Logos.NET database to export journal information. **Customer** will select the journals for export and a location on a shared network drive to place the export file.

Import Journal

New World will provide an access point to the Logos.NET database for the import of journal information. **Customer** will select base journal information and defaults (department, journal type, fiscal year, general ledger date, source, and journal description). Prompt capability will be available for department, journal type, fiscal year, and general ledger date. **Customer** will also select the import file from a location on a shared network drive.

With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

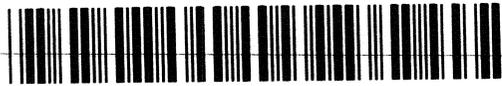


Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Software Specifications Design Document (SSDD) to include:
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

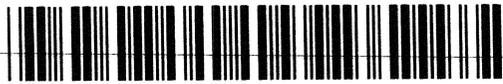
For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

| <u>Activity</u> | <u>Targeted Time Period</u> |
|---|-----------------------------|
| (1) Complete Design Review or RFS Procedure with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project. | To be determined |
| (2) New World submits first draft of SSDD or RFS. | To be determined |
| (3) SSDD or RFS acceptance and sign-off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing). | To be determined |
| (4) New World completes programming from SSDD or RFS and provides modified software to Customer . | To be determined |
| (5) Software Modification Acceptance Test | To be determined |

c) Customer's Responsibility

Customer's responsibilities are additionally defined in Section II, Paragraph 6.0 of the General Terms and Conditions of this **Agreement**. All **Customer** requested changes after design sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost



**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS
AND / OR CUSTOM SOFTWARE**

3. Cost and Payment for Modifications

The cost for the enhancements and/or custom software is to be paid as follows:

- a) DOWN PAYMENT \$15,000
(60% - due upon execution of **Agreement**)
- b) FINAL PAYMENT \$10,000
(40% - due upon installation of enhancements and/or custom software)

TOTAL PAYMENTS DUE FOR EXHIBIT G\$25,000

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit G services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.

ARF-540
Regular BOS Meeting
Date: 05/17/2011

Consent Agenda Item Item #: 5- H

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Valrie Bejarano, Finance Department
Department: Public Works Division Division: Fleet
Fiscal Year: FY 2011-2012 Budgeted?: Yes
Contract Dates 6-3-2011 to 6-2-2012
Begin & End:
Grant?: No
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 2 to Contract 111008-1 with MV Enterprises for Bulk Fuel and Lubricants.

Background Information

Effective February 3, 2009, Gila County and MV enterprises entered into a contract whereby MV Enterprises agreed to provide bulk fuel and lubricants to Gila County for a sixteen month period.

On June 15, 2010, Amendment No. 1 was approved by the Board of Supervisors to extend the contract to June 2, 2011.

Evaluation

Amendment No. 2 to the contract will allow the contract period to be extended for another final one-year term from June 3, 2011, to June 2, 2012. All other terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

The contract extension with MV Enterprises would allow for the contractor to provide bulk fuel and lubricants to Gila County for one more year.

Recommendation

The Public Works Director recommends that Board of Supervisors approve Amendment No. 2 to Contract 111008-1 for bulk fuel and lubricants for Gila County.

Suggested Motion

To authorize the Chairman's signature on Amendment No. 2 to Contract 111008-1 between Gila County and MV Enterprises whereby MV Enterprises will provide bulk fuel and lubricants to Gila County for one year from June 3, 2011, to June 2, 2012.

Attachments

Link: [Amendment No. 2 to Contract No. 111008-1](#)

Link: [Amendment No. 1 to Contract No. 111008-1](#)

Link: [Original Contract No. 11008-1](#)

Joseph T. Heatherly
Finance Director
jheatherly@co.gila.az.
us
(928)402-8743



Gloria Aguirre
Assistant Finance Director
gaguirre@co.gila.az.us
(928)402-8742

**GILA COUNTY
FINANCE DEPARTMENT
1400 E. Ash St., Globe, AZ 85501**

**CONTRACT NO. 111008-1 BULK FUEL AND LUBRICANTS
AMENDMENT NO. 2**

Effective February 3, 2009, Gila County and MV Enterprises Inc. entered into a Contract whereby MV Enterprises agreed to provide Bulk Fuel and Lubricants to Gila County for a sixteen (16) month period. Per Section 3.3 of the Contract, this period may be renewed for two (2) additional one (1) year periods. On June 15, 2010, Amendment No. 1 was approved by the Board of Supervisors to extend the contract to June 2, 2011.

Amendment No. 2 will allow the contract period to be extended for the final one (1) year term from June 3, 2011 to June 2, 2012.

All other terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

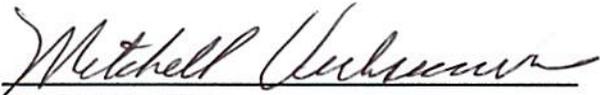
ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

MV ENTERPRISES



Vendor Signature



Print Name



Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Birdie DeNero, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY

FAX (928) 425-0319
TTY: 7-1-1

www.gilacountyaz.gov

CONTRACT NO. 111008-1

BULK FUEL AND LUBRICANTS

AMENDMENT #1

Effective February 3, 2009, Gila County and MV Enterprises Inc. entered into a Contract whereby MV Enterprises agreed to provide Bulk Fuel and Lubricants to Gila County for a sixteen (16) month period. Per the Contract, this period may be renewed by mutual agreement of both parties for one (1) year with the right to contract for an additional one-year period.

Amendment No. 1 will allow the Contract period to be extended from June 3, 2010 to June 3, 2011. All other terms and conditions of the Contract will remain the same.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

CONTRACT NO. 111008-1 BULK FUEL AND LUBRICANTS

AMENDMENT #1

GILA COUNTY:

MV ENTERPRISES

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors


Vendor Signature
Print Name

ATTEST



Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:



**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**

BULK FUEL & LUBRICANTS

**GLOBE, ARIZONA
BID NO. 111008-1**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
José M. Sanchez, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

County Manager / Clerk of the Board
Steven L. Besich

Public Works Director
Steve Stratton

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**GILA COUNTY
REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS**

Request for Proposals for a qualified Supplier(s) to provide Bulk Fuel and Lubricants with deliveries to various fueling sites as specified for the Gila County Public Works Division.

SUBMITTAL DUE DATE: 3:00 P.M. / M.S.T. Local AZ Time, Monday, January 12, 2009

**RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA**

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to:

Terry Solberg, Fuel Management Sys. Coordinator, (928)402-8590 (TTY: 7-1-1)

Questions regarding the general terms and conditions of this Invitation for Sealed Proposals and Professional Services Contract should be directed to:

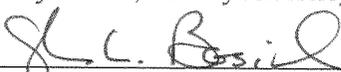
Valrie Bejarano, Public Works Division, (928)402-8612 (TTY: 7-1-1)

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: December 17, 24, and 31, 2008

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 11/20/08

Signed: 
Steven L. Besich, County Manager / Clerk of the Board

Date: 12/9/08

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

SCOPE OF WORK

It is the intent of this Request for Proposals to establish a contract for the purchase and delivery of Bulk Fuel & Lubricants for various locations in the Copper and Timber Regions of Gila County.

Gasoline

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Scope of Work continued...

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery.

Lubricant

All products shall be approved for year round use under all load conditions common to normal fleet operations.

All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturers warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

- Crankcase 15/40 & 15/30 HT4-20 & HT4-50
- Gear Lube 80W – 90W multipurpose
- Hydraulic AW68
- ATF (Super Multi-Usage)
- HTR/HYD 560
- Antifreeze

Non-Metered Products:

- Moly
- Grease
- Solvent

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Scope of Work continued...

| Fuel Tank Location | Unleaded Tank (gallons) | Diesel Tank (gallons) | Usage for 2007-2008 | | Estimated Usage for 2009 | |
|---|-------------------------|-----------------------|---------------------|--------|--------------------------|--------|
| | | | Unleaded | Diesel | Unleaded | Diesel |
| Globe Shop 1400 East Ash Street Globe, Arizona 85501 | 10,000 | 10,000 | 105,000 | 40,000 | 108,000 | 41,000 |
| Payson Maintenance Yard 5324 East Highway 260 Payson, Arizona 85541 | 4,000 | 6,000 | 66,850 | 42,472 | 66,000 | 48,960 |
| Tonto Basin Maintenance Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553 | 3,000 | 3,000 | 15,625 | 10,100 | 11,800 | 9,740 |
| Young Maintenance Yard Highway 288 Milepost 305 Young, Arizona 85554 | 2,000 | 2,000 | 5,450 | 8,050 | 4,840 | 7,760 |

| Lubricant Estimated Usage for 2009 | |
|---|---------------|
| Metered Products | |
| Crankcase Lubricants (15/40) | 2,090 gallons |
| HT4-30 | 275 gallons |
| HT4-50 | 385 gallons |
| Gear Lube 80W-90W | 55 gallons |
| AW68 | 55 gallons |
| ATF | 110 gallons |
| HTR/HYD 560 | 440 gallons |
| Antifreeze LLC Extended Life (Pink) | 55 gallons |
| Antifreeze Standard (Green) | 55 gallons |
| Non-Metered Products | |
| Moly 7% Moly Chassis Lub | 800 pounds |
| Solvent | 165 gallons |

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

INSTRUCTIONS TO SUPPLIERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

- A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.

- B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

- C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Instructions to Suppliers continued.....

- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in one of the following manners:

- 1. The Proposal and Qualification form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

Inquires

- A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Instructions to Suppliers continued....

- B. Proposal results ARE NOT provided in response to telephone inquiries. The bidder must be present at bid opening for proposal results. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Instructions to Suppliers continued....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with PROPOSAL TITLE "BULK FUEL & LUBRICANTS", CONTRACT NUMBER, "111008-1", DATE "JANUARY 12, 2009", and TIME "3:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Proposals will be reviewed by the Gila County Board of Supervisors.
5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Terms & Conditions continued....

Protests

Only other Suppliers who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIERS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Suppliers, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 34, Bidders OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 24-25.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Terms & Conditions continued.....

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Proposal issued by the County and the offer submitted by the Supplier in response to the IFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

Contract Default

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Terms & Conditions continued.....

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Terms & Conditions continued.....

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

General Terms & Conditions continued.....

Compensation and Method of Payment

Gila County will pay the supplier following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must show the contract number or purchase order number, date of delivery, name and mailing address of supplier.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

MINIMUM SPECIFICATIONS - TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

It is the intent of Gila County to establish, by this Invitation for Sealed Proposal, the contract to purchase rubber modified asphalt pavements.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms (pages 24 & 25)
 - 1.5.3 References (page 26)

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Minimum Specifications continued.....

- 1.5.4 Pricing pages (page 27-29)
- 1.5.5 No Collusion in Bidding (page 30)
- 1.5.6 Intentions for Subcontracting (page 31)
- 1.5.7 Arizona Works Act Compliance (page 32)
- 1.5.8 Checklist & Addenda Acknowledgment (page 33)
- 1.5.9 Agreement page (pages 34 & 35)

SECTION 2.0

Emergency / Disaster Priority

- 2.1 Reserved

SECTION 3.0

Proposal Pricing

- 3.1 The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's storage tank.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

The choice of O.P.I.S. rack (Arizona or New Mexico) to be used as the contract pricing basis is to be identified on each line item and shall remain consistent for the life of the contract.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Minimum Specifications continued....

- 3.1.1 REGIONS: Supplier(s) may elect to submit pricing for one (1) or more locations/regions based on the suppliers servicing abilities.
- Copper Region: Globe, Tonto Basin
 - Timber Region: Payson, Young
- 3.2 Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0*. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.
- 3.3 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

SECTION 4.0

Price Adjustments

- 4.1 The County may review a fully documented request for a price increase only after the contract has been in effect for six (6) months. The request for price increase shall be based upon a cost increase to the Supplier that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The County shall determine whether the requested price increase or an alternate option, is in the best interest of the County. Written request by the Supplier is required thirty (30) days in advance for any desired price change. The request shall provide the following:
- 1) A formal announcement from the manufacturer that the cost of the contract product has been increased.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Minimum Specifications continued.....

- 2) Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the County, the actual cost increase. Upon approval by the County, the Supplier shall make available all electronic and hard copy catalog/price list updates to all eligible using agencies at no additional cost to the County.

SECTION 5.0

Ordering / Delivery

5.1 ORDERING

- 5.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

5.2 DELIVERY

- 5.2.1 Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.
- 5.2.2 The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Supplier for the County.

INSURANCE REQUIREMENTS:

Supplier 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 Supplier, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

**REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS**

Insurance Provisions continued....

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier"**.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and 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 County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier, including automobiles owned, leased, hired or borrowed by the Supplier"**.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. Pollution Legal Liability (for transported cargo only)

If the Scope of Services in this Contract requires the transportation of any hazardous materials or regulated substances, the Supplier shall provide coverage with limits of at least:

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Insurance Provisions continued.....

- Per Occurrence \$5,000,000
- General Aggregate \$5,000,000
- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier**".
- a. If the Scope of Services in the Contract requires the transportation of any hazardous materials, then the policy **shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.**
- c. Supplier 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. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier 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, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Steve Stratton, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Insurance Provisions continued.....

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) 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 County 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 **Steve Stratton, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's 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 County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 6.0

Contract Number 111008-1 Bulk Fuel & Lubricants

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

MV Enterprises, Inc.
360 Oil Circle Road
Globe, Az 85501 928-402-9131

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?
____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? ____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? ____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

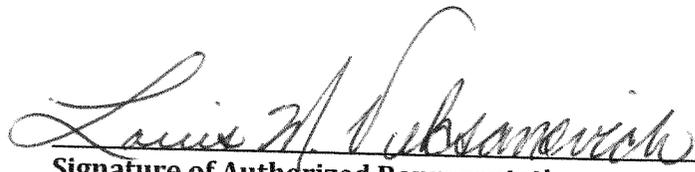
Qualification & Certification continued....

- 6.5 Supplier must also provide at least the following information:
- a. A brief history of the Suppliers Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Supplier has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 1.16

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6.7 **Current Arizona Supplier License Number:** 0692743



Signature of Authorized Representative

Louis Vaksanovich

Printed Name

Manager

Title

Request for Sealed Bid No.111008-1
Bulk Fuel and Lubricants

Qualification & Certification

6.5 a. A brief history of Suppliers Firm

M V Enterprises, Inc. has been in the fuel business for over 38 years. We deliver fuel to various the various mines, schools and towns or cities with in a 150 mile radius of Globe, AZ. We have been delivering fuel to the Gila County Highway Department for over 36 years. We have several trucks that can haul any combination of fuels that the county may require. Our drivers are available 24 hours a day, 7 days a week, in case of an emergency. Our pumps are equipped so that they can run off of a generator in case of a power failure. We have always had a very good relationship with the Gila County and it employees.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

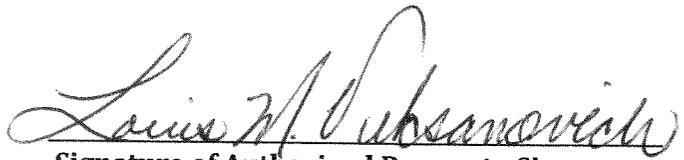
The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

| CUSTOMER NAME AND ADDRESS | TELEPHONE | PRIMARY CONTACT |
|---------------------------|-----------|-----------------|
|---------------------------|-----------|-----------------|

Per Attached List


Signature of Authorized Person to Sign

Louis Vatsanovich
Printed Name

Manager
Title

Request for Sealed Bid No.111008-1
Bulk Fuel and Lubricants
REFERENCE LIST

| CUSTOMER NAME AND ADDRESS | TELEPHONE | PRIMARY CONTACT |
|---|--------------|-----------------|
| ARIZONA EASTERN R R P O BOX 2200 CLAYPOOL, AZ 85532 | 928-473-2447 | GARY HERNANDEZ |
| BHP COPPER P O BOX 100 MIAMI, AZ 85539 | 928-473-6200 | BENNY GUERRERO |
| GLOBE UNIFIED SCHOOLS 155 WILLOW STREET GLOBE, AZ 85501 | 928-425-3211 | JOHN MARQUEZ |
| TOWN OF WINKELMAN P O BOX 386 WINKELMAN, AZ 85292 | 520-356-7854 | SYLVIA KERLOCK |

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: MV Enterprises, Inc Phone No.: 928-402-9131

BULK FUEL

| Region | Site Location | OPIS Rack | Regular Unleaded Gas Unit Price for Delivery (+/-) | Diesel Unit Price for Delivery (+/-) |
|---------------|--|-----------|--|--------------------------------------|
| Copper | | | <i>See Attached List</i> | |
| | Globe Shop 1400 East Ash Street Globe, Arizona 85501 | | \$. | \$. |
| | Tonto Basin Maintenance Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553 | | \$. | \$. |
| Timber | | | | |
| | Payson Maintenance Yard 5324 East Highway 260 Payson, Arizona 85541 | | \$. | \$. |
| | Young Maintenance Yard Highway 288 Milepost 305 Young, Arizona 85554 | | \$. | \$. |

No taxes are to be included in the price.

Price shall include all costs required to deliver and unload fuel at the requested location.

**REQUEST FOR PROPOSALS
 BID NO.: 111008-1 BULK FUEL & LUBRICANTS**

PRICE SHEET

Supplier Name: M V ENTERPRISES

Phone: 928-402-9131

BULK FUEL

| Region | Site Location | OPIS Rack | Regular Unleaded Gas Unit Price for Delivery | Diesel Unit Price for Deliver |
|--------|--|-----------|--|-------------------------------|
| Copper | Globe Shop 1400 E Ash Street Globe, AZ 85501 | \$1.6246 | \$1.6546 | \$1.629 |
| | | \$1.599 | | |
| | Tonto Basin Yard 127 S Old Highway 188 Tonto Basin, AZ 85553 | \$1.6249 | \$1.6646 | \$1.639 |
| | | \$1.599 | | |
| Timber | Payson Yard 5324 E Highway 260 Payson, AZ 85541 | \$1.6249 | \$1.6746 | \$1.649 |
| | | \$1.599 | | |
| | Young Yard Highway 288 Milepost 305 Young, AZ 85554 | \$1.6249 | \$1.7746 | \$1.749 |
| | | \$1.599 | | |

**NO TAXES ARE INCLUDED IN THE PRICE.
 PRICES QUOTED ARE BASED ON THE PRICE OF FUEL ON JANUARY 12, 2009, COST OF FUEL WILL VARY FROM DAY TO DAY BASED ON THE MARKET PRICE, BUT THE PROFIT MARGIN WILL REMAIN THE SAME.**

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Price Sheet continued...

Supplier Name: MV Enterprises, Inc Phone No.: 928-402-9131

LUBRICANTS

| Metered Product | Price Per Gallon |
|--|------------------|
| Crank Lubricants (15/40) | \$ 13.11 |
| HT4-30 | \$ 12.14 |
| HT4-50 | \$ 12.14 |
| Gear Lube 80W - 90W * sold by pound | \$ 2.31 lb. |
| AW68 | \$ 10.03 |
| ATF Multi Usage Transmission Fluid | \$ 11.10 |
| HTR / HYD 560 | \$ 11.29 |
| Antifreeze LLC Extended Life (Pink) | \$ 8.91 |
| Antifreeze Standard (Green) | \$ 6.93 |
| Non-Metered Products | Price Per Gallon |
| Moly 7% - Moly Chassis Lub * sold by pound | \$ 2.59 lb |
| Solvent - 315 Solvent | \$ 15.00 |

**REQUEST FOR PROPOSALS
 BID NO.: 111008-1 BULK FUEL & LUBRICANTS**

Price Sheet continued...

Supplier Name: MV Enterprises, Inc Phone No.: 928-402-9131

| Delivery is Guaranteed to the Following Gila County Tank Locations | Yes | No |
|--|----------|---------------|
| COPPER REGION | | |
| Globe Shop 1400 East Ash Street Globe, Arizona 85501 | <u>X</u> | <u> </u> |
| Tonto Basin Maintenance Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553 | <u>X</u> | <u> </u> |
| TIMBER REGION | | |
| Payson Maintenance Yard 5324 East Highway 260 Payson, Arizona 85541 | <u>X</u> | <u> </u> |
| Young Maintenance Yard Highway 288 Milepost 305 Young, Arizona 85554 | <u>X</u> | <u> </u> |

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

**AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

Louis Vukсанovich
(Name of Individual)

being first duly sworn, deposes and says:

That he is The Manager
(Title)

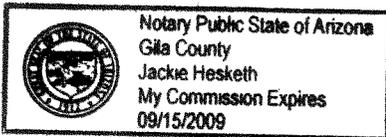
Of MV Enterprises Inc and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **BID NO. 111008-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said MV Enterprises
Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.



MV Enterprises Inc
Name of Business
Louis Vukсанovich Louis M. Vukсанovich
By
Manager
Title

Subscribed and sworn to before me this 12th day of January, 2009.

Jackie Hesketh
Notary Public

My Commission expires: Sept. 15, 2009

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 111008-1 for Bulk Fuel & Lubricants**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

MV Enterprises, Inc.
Name of Business

Louis M. Lubanovich
Signature of Authorized Representative

Manager
Title

1-12-2009
Date

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to **Supplier's** employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). **Supplier** shall further ensure that each subcontractor who performs any work for **Supplier** under this contract likewise complies with the State and Federal Immigration Laws.

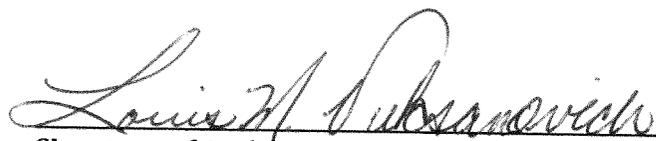
County shall have the right at any time to inspect the books and records of **Supplier** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of **Supplier'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 **Supplier** 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, **Supplier** 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.

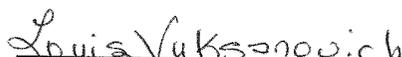
Supplier shall advise each subcontractor of **County's** rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"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."

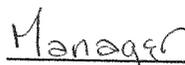
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of **Supplier**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of **Supplier's** approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which **Supplier** shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative



Printed Name



Title

**REQUEST FOR PROPOSALS
 BID NO.: 111008-1 BULK FUEL & LUBRICANTS**

SUPPLIER CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Supplier fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

CHECKLIST:

| <u>REQUIRED DOCUMENT</u> | <u>COMPLETED / EXECUTED</u> |
|-------------------------------------|------------------------------------|
| QUALIFICATION & CERTIFICATION FORM | <u> X </u> |
| REFERENCE LIST | <u> X </u> |
| PRICE SHEET | <u> X </u> |
| NO COLLUSION IN BIDDING | <u> X </u> |
| INTENTIONS CONCERNING SUCONTRACTING | <u> X </u> |
| ARIZONA WORKERS ACT COMPLIANCE | <u> X </u> |
| OFFER PAGE | <u> </u> |

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | #1 | #2 | #3 | #4 | #5 |
|----------|---------------|---------------|---------------|---------------|---------------|
| Initials | <u> </u> |
| Date | <u> </u> |

Signed and dated this _____ day of _____, 2009

MV Enterprises, Inc
 Supplier:
Louis M. Subanovich
 By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: **Bid No. 111008-1 Bulk Fuel & Lubricants**. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before **Monday, January 12, 2009, 3:00 PM/MST**.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Proposal Document.

Signature also certifies the Suppliers proposal is genuine, and is not in any way collusive or a sham; that the Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the Proposal has not revealed the contents of the Proposal to, or in any way colluded with, any other Supplier which may compete for the contract; and that no other Supplier which may compete for the contract has revealed the contents of a Proposal to, or in any way colluded with, the Supplier submitting this Proposal.

Contract Number: 111008-1 Bulk Fuel & Lubricants

Supplier Submitting Proposal:

MV Enterprises, Inc.
Company Name

360 Oil Circle Road
Address

Globe Az 85501
City State Zip

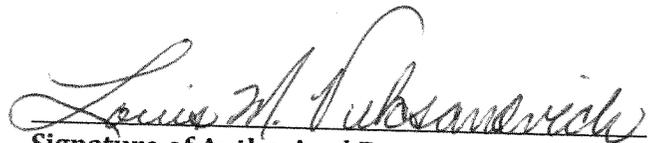
For clarification of this offer, contact:

Name: Louis Vukсанovich

Phone No.: 928-402-9131

Fax No.: 928-402-9132

Email: _____


Signature of Authorized Person to Sign

Louis Vukšanovich
Printed Name

Manager
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

REQUEST FOR PROPOSALS
BID NO.: 111008-1 BULK FUEL & LUBRICANTS

Offer Page continued.....

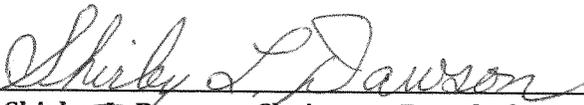
The offer is hereby accepted.

The Supplier MV Enterprises, Inc. is now bound to provide the materials or services listed in RFP Number 111008-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

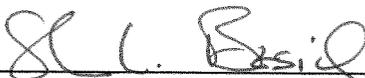
GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 3rd day of February, 2009



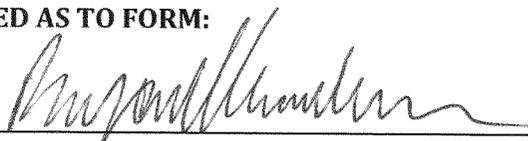
Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST:



Steven L. Besich, Clerk of the Board

APPROVED AS TO FORM:



Bryan Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ARF-547

Consent Agenda Item Item #: 5- I

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Diana Jones, Public Works Division

Department: Public Works Division

Fiscal Year: Budgeted?:

Contract Dates

Begin & End:

Grant?:

Matching Fund?:

Requirement?:

Presenter's Name:

Information

Request/Subject

Transit Agreements with Boys and Girls Club of Globe, and Time Out, Inc.

Background Information

During the Board of Supervisors' January 18, 2011, meeting, the Board recommended the distribution of funds from the LTAF (Local Area Transportation Funds) II account.

Evaluation

Attached are two Transit Agreements for the distribution of LTAF II funds as recommended by the Board of Supervisors. The first agreement is with Time Out, Inc. in the amount of \$2,500, and the second agreement is with the Boys and Girls Club of Globe in the amount of \$5,000.

Conclusion

The distribution of these funds is necessary to keep within the LTAF II program guidelines.

Recommendation

The Gila County Public Works Division recommends that the Board of Supervisors approve the attached two Transit Agreements for the distribution of LTAF II funds.

Suggested Motion

Authorization for the Chairman to sign two separate Transit Agreements for the distribution of LTAF II (Local Area Transportation Funds) funds to the following entities: Time Out, Inc. in the amount of \$2,500, and the Boys and Girls Club of Globe in the amount of \$5,000.

Attachments

Link: [signed agreement Boys & Girls](#)

Link: [signed agreement Time Out, Inc.](#)

Link: [Addendum](#)

**TRANSIT AGREEMENT
GILA COUNTY
AND
BOYS & GIRLS CLUB OF GLOBE**

This agreement is made and entered into effect the _____ day of May, 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County" and the **BOYS AND GIRLS CLUB OF GLOBE TRANSIT PROGRAM**, hereinafter referred to as "Boys & Girls Club".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Boys & Girls Club as related to Local Transportation Assistance Fund II (LTAF) guidelines.

SCOPE

It is the intent of the LTAF II legislation to provide funds for the sole purpose of providing transportation service. The funding is intended to be used within or proximate to the community or county receiving the LTAF II distribution. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.
2. The Gila County Board of Supervisors will contribute the sum of \$5,000.00 for the Boys & Girls Club, Transit Program.
3. The Boys & Girls Club agrees to maintain records for the grant period of April 1, 2011 thru September 30, 2011. The attached report will be due on October 1, 2011. The report will indicate the number of rides provided for all participants, the location of

pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to:

Diana M. Jones, Grant Coordinator
Gila County Public Works
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Tribe Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In the operation of the program, the Boys & Girls Club shall comply with all federal, state, and local laws, rules and regulations currently in effect, or which may be adopted. In operating the Transit Program, the Boys & Girls Club, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. The Boys & Girls Club shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Transit Program.
7. The Boys and Girls Club of Globe shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Boys & Girls Club should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Boys & Girls Club shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
9. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the _____ day of May, 2011.

GILA COUNTY

BOYS AND GIRLS CLUB OF GLOBE

Michael A. Pastor, Chairman
Gila County Board of Supervisors



Sabrina Jones, Director
Boys and Girls Club of Globe

Date: _____

Date: 4/12/11

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

**TRANSIT AGREEMENT
GILA COUNTY
AND
TIME OUT, INC.**

This agreement is made and entered into effect the _____ day of May, 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County" and **TIME OUT, INC.**, hereinafter referred to as "Time Out".

RECITALS

The Gila County Board of Supervisors desire to provide funding to Time Out, Inc. as related to Local Transportation Assistance Fund II (LTAF) guidelines.

SCOPE

It is the intent of the LTAF II legislation to provide funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, persons with disabilities, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services.
2. The Gila County Board of Supervisors will contribute the sum of \$2,500.00 for the Time Out Transit Program.
3. Time Out, Inc. agrees to maintain records for the grant period of April 1, 2011 thru September 30, 2011. The report will indicate the number of rides/vouchers that are provided for all participants and related vehicle expenses. Time Out shall submit a report, to Gila County Public Works Division and all records shall be public record. The attached report will be due October 1, 2011.

The report should be mailed to:

**Diana M. Jones, Grant Coordinator
Gila County Public Works
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516**

4. The parties are both of the opinion that the use of LTAF funds for the Time Out Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In operating the Time Out Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. Time Out, Inc. shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Transit Program.
7. Time Out, Inc. shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, Time Out should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, Time Out shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
9. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of May, 2011.

GILA COUNTY

TIME OUT, INC.

Michael A. Pastor, Chairman
Gila County Board of Supervisors



Gerry Bailey, Executive Director
Time Out, Inc.

Date: _____

Date: April 26, 2011

ADDENDUM TO TRANSIT AGREEMENT

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Boys and Girls Club 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

Boys and Girls Club hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Boys and Girls Club's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Boys and Girls Club shall further ensure that each subcontractor who performs any work for Boys and Girls Club 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 Boys and Girls Club and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Boys and Girls Club'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 Boys and Girls Club 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, Boys and Girls Club 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.

Boys and Girls Club 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 Boys and Girls Club.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the _____ day of May, 2011.

GILA COUNTY

BOYS AND GIRLS CLUB OF GLOBE

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Sabrina Jones, Director
Boys and Girls Club of Globe

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard,
Chief Deputy Clerk

Bryan Chambers,
Chief Deputy County Attorney

Bryan Chambers, Chief Deputy County Attorney

ADDENDUM TO TRANSIT AGREEMENT

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Time Out, Inc. 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

Time Out, Inc. hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Time Out, Inc.'s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Time Out, Inc. shall further ensure that each subcontractor who performs any work for Time Out, Inc. 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 Time Out, Inc. and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Time Out, Inc.'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 Time Out, Inc. 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, Time Out, Inc. 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.

Time Out, Inc. 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 Time Out, Inc.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of May, 2011.

GILA COUNTY

TIME OUT, INC.

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Gerry Bailey, Executive Director
Time Out, Inc.

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard,
Chief Deputy Clerk

Bryan Chambers,
Chief Deputy County Attorney

ARF-535

Consent Agenda Item Item #: 5- J

Regular BOS Meeting

Date: 05/17/2011

Submitted For: Fred Barcon Submitted By: Linda Rodriguez, County Manager

Department: County Manager

Presenter's Name: N/A

Information

Request/Subject

Request to reappoint Mark Marcanti and William Long to the Industrial Development Authority of Gila County Board of Directors.

Background Information

The Industrial Development Authority of Gila County was created by Gila County Board of Supervisors' Resolution signed on August 7, 1972. Operating procedures: General Powers under the Articles of Incorporation state that business and affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) directors.

Membership to-date:

Officers and Terms of Appointment:

President, Fred Barcon: 5/8/2007 thru 5/8 2013
Vice President, William Long: 5/18/1998 thru 5/18/2010
Secretary/Treasurer, Mark Marcanti: 1/20/04 thru 1/20/2010
Member, Mitch R. Holder: 5/14/07 thru 5/14/2013
Member, Gerald Kohlbeck: 5/14/2007 thru 5/14/2013
Member, William Byrne: 4/7/09 thru 5/14/2013

Appointing Authority: Gila County Board of Supervisors.

The IDA of Gila County recommended to the Gila County Board of Supervisors to reappoint Mark Marcanti for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and to reappoint William Long for an additional six-year term retroactive from May 18, 2010, to May 18, 2016, to serve on the Board of Directors for the Industrial Development Authority of Gila County.

On June 15, 2010, the reappointment of Mark Marcanti and William Long was tabled due to the fact that the Gila County Board of Supervisors was in the process of reviewing all Boards, Commissions, and Committees under their jurisdiction.

On February 24, 2011, the Gila County Board of Supervisors reviewed the Industrial Development Authority of Gila County at their workshop.

On April 15, 2011, Fred Barcon submitted a letter to Chairman Mike Pastor requesting the reappointment of Mark Marcanti and William Long to the Industrial Development Authority of Gila County Board of Directors to facilitate the restructuring of the Board as they move forward after the ASARCO settlement.

Evaluation

William Long and Mark Marcanti have contributed many volunteer hours to the Industrial Development Authority of Gila County and both are willing to continue to serve on the IDA of Gila County Board of Directors.

Conclusion

The IDA of Gila County conducted four meetings during 2010 - 2011. William Long and Mark Marcanti served on the IDA Board and voted on many important agenda items at those meetings, including the matter of the ASARCO Settlement. It is imperative that both members be reappointed in order to meet the requirements of IDA Board quorum and also to assist IDA President Fred Barcon in moving forward with plans to restructure the IDA Board.

Recommendation

It is the recommendation of IDA President Fred Barcon to approve the reappointment of William Long and Mark Marcanti to the Industrial Development Authority of Gila County Board of Directors.

Suggested Motion

Approval of reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016.

Attachments

Link: [IDA Letter](#)

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA

P.O. Box 127

Claypool, Arizona 85532

Fred Barcon, President
Bill Long, Vice-President
Mark Marcanti, Secretary/Treasurer

William A. Byrne, Member
Mitchell R. Holder, Member
Gerald Kohlbeck, Member



April 15, 2011

Honorable Supervisor Michael Pastor
Chairman, Gila County Board of Supervisors
1400 East Ash
Globe, Arizona 85531

**RE: Gila County Industrial Development Re-appointment of
Mark Marcanti and Bill Long**

Dear Supervisor Pastor:

Please consider this letter as a formal request by the Gila County Industrial Development Authority to reappoint Mark Marcanti, present IDA Treasurer, and Bill Long, present IDA Secretary, for another term on the Board. Their reappointment will facilitate the restructuring of the Board as we move forward after the ASARCO settlement.

Your kind support and their reappointment will be greatly appreciated.

Sincerely,

Fred Barcon
President

ARF-575

Item #: 5- K

Regular BOS Meeting

Date: 05/17/2011

Reporting Period: September 21, 2010, & October 5, 2010, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS **Submitted By:** Marilyn Brewer, Clerk of the Board of Supervisors

Information

Subject

September 21, 2010, & October 5, 2010, BOS Meeting Minutes

Suggested Motion

Approval of the September 21, 2010, and October 5, 2010, BOS meeting minutes.

Attachments

Link: [BOS 09-21-10 Meeting Minutes](#)

Link: [BOS 10-05-10 Meeting Minutes](#)

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: September 21, 2010

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conference); Shirley L. Dawson, Supervisor (via phone conference); Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 - Call to Order - Pledge of Allegiance - Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Jacque Griffin led the Pledge of Allegiance and Reverend Kelly Woolridge of the Payson First Assembly of God Church delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Daisy Flores, County Attorney, presented Globe Police Department Officer Danny Rice with the Officer of the Quarter award and gave a brief summary of his background and the reasons he was nominated for the award. Officer Rice thanked the Board for the award and gave a few brief comments. On behalf of the Board, Chairman Pastor thanked Officer Rice for his dedicated service to the community.

2B. Presentation of the Globe Boys & Girls Club's update on its 2010 Summer Program, with consideration to adopt Proclamation No. 10-08 to proclaim Friday, September 24, 2010, as Boys & Girls Clubs Day for Kids in Globe.

Russ Fetterman, Globe Boys & Girls Club President, provided an update on the Boys & Girls Club (BGC) Summer Program in which 11 staff members supervised 80 children (the average daily attendance). The Summer Program was provided at a cost of \$25/week and ran from 7:30 a.m. to 6:00 p.m. It included 2 snacks and lunch along with 2 field trips. He stated that a new tracking program has been implemented for scanning membership cards for those children entering and exiting the program for security purposes and to track daily attendance. Currently there are 270 children registered in the database in Globe and there are 127 children registered in the after-school program. A Bylas unit was recently added so the entire BGC program is now serving over 1,000 children from the San Carlos and Globe-Miami areas. He stated that the BGC has a "National Day for Kids" Program, which has been ongoing for the past several years. It was held last year at the casino in conjunction with the San Carlos BGC with approximately 800 children in attendance. This year it will be held at the club in Globe on Friday, September 24, 2010, from 11:00 p.m. to 6:00 p.m. with food and booths by different sponsors and everyone can view the programs available for the children. Mr. Fetterman invited everyone to attend and requested adoption of the Proclamation. Each Board member thanked the many volunteers that made this BGC a reality. Supervisor Dawson made the motion to adopt Proclamation No. 10-08 proclaiming Friday, September 24, 2010, as Boys and Girls Clubs Day for Kids in Globe. She then amended her motion to state "for kids in Globe-Miami of Southern Gila County." The motion was seconded by Vice-Chairman Martin and unanimously approved.

Item 3 - PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to consider granting the transfer of a non-exclusive 15-year water franchise license from Bonita Creek Land and Homeowner's Association to William Glaunsinger d/b/a Bonita Creek Property and Preservation Association.

Marian Sheppard, Chief Deputy Clerk, stated that on July 27, 2010, the Board accepted an application from William Glaunsinger for the transfer of a water utility franchise license from Bonita Creek Land and Homeowner's Association (BCLHA) to Bonita Creek Property and Preservation Association (BCPPA). This began the process of an internal review. Ms. Sheppard reviewed the application on behalf of the Board and included in the process was an internal review conducted by Bryan Chambers, Chief Deputy County Attorney, and Steve Sanders, Public Works Division Deputy Director, for the Engineering Department. Ms. Sheppard stated that if this license is granted, it would be for a period of 15 years. She advised that part of the internal process was to post a public hearing notice in the official newspaper of the County, which was done for a period of 3 weeks in the Arizona Silver Belt newspaper, and the notice was also posted for 3 weeks in the Payson Roundup newspaper. Ms. Sheppard stated that after she received the application, she also received paperwork from

a group of Bonita Creek residents who are opposed to this transfer and all of the information has been provided for both the Board's and the public's review. Present in Globe and Payson were individuals wishing to speak both in favor and against this transfer. Ms. Sheppard advised that Mr. Glaunsinger also submitted additional paperwork after the application submission and it has also been included for the Board's review.

Ms. Sheppard advised that on September 15, 2010, she received an email from Mr. Glaunsinger stating that he had resigned as President of the BCLHA. She also received a call from Ms. Lita Washburn, who will be speaking about the application today from Payson instead of Mr. Glaunsinger.

Ms. Sheppard stated that, in summary, from the paperwork she has reviewed, those opposed to this transfer believe that the transfer was not legal according to the constitution and bylaws of the BCLHA.

Ms. Sheppard stated that she asked Mr. Glaunsinger to provide her with proof that the name had been changed legally. She requested that Mr. Glaunsinger provide a copy of the minutes reflecting that the BCLHA Board of Directors (BOD) had approved the name change and also a copy of the meeting minutes showing that the minutes for the name change were also officially approved by the BOD. Mr. Glaunsinger submitted to Ms. Sheppard the August 5, 2004, minutes of the BCLHA. An excerpt (in italics) of the August 5, 2004, meeting minutes, which pertain to the vote on the name change is as follows: "*After some discussion, Bill (Bill Glaunsinger) motioned that the name be changed to Bonita Creek Property and Preservation Association. Linda (Linda Soto) was concerned that this name change would be difficult to do legally. Bill (Bill Glaunsinger) said he would check into the legal requirements before making this official. Dave (Dave Kelley) seconded the motion and it was carried by a 4-0 vote. Note: Bill (Bill Glaunsinger) found that the paperwork for the Arizona Corporation Commission and the IRS was straightforward, so we can proceed with the name change.*"

Ms. Sheppard stated that Mr. Glaunsinger also provided her with the minutes of the September 4, 2004, meeting. An excerpt (in italics) from those minutes is as follows: "*Minutes of the June 13, 2004 and August 5, 2004 BOD meetings were approved.*"

Mr. Glaunsinger also provided Ms. Sheppard with the minutes of the September 3, 2005, annual meeting of the BCLHA in which item number 8 "New Business" states (in italics), "*Members voted to change the Association's name to Bonita Creek Property and Preservation Association.*" The opposing property owners provided Ms. Sheppard with a letter Mr. Glaunsinger sent to the members of the BCLHA advising them of the September 3, 2005, BCLHA's annual meeting and the agenda for the annual meeting was a part of that

letter. Ms. Sheppard advised that under Item V –New Business of that combined letter and agenda, there is nothing mentioned on the agenda for the members to vote to change the BCLHA’s name. (Item V-New Business states (in italics): “*a. Hiring Tree Pro to remove stacked, trimmed brush from Association members lots, b. Continuation of 431 road clearing effort, c. Maintenance and roof for entrance sign, and d. Recycling.*”

Ms. Sheppard concluded by stating that these are her concerns on behalf of the Board of Supervisors and advised that she had also shared these concerns with Mr. Chambers. She asked Mr. Chambers whether he would like to make any additional comments. He stated, “I suppose as you go through the hearing there may be some need for comments or the Board may decide they need some legal advice going through the hearing, but Ms. Sheppard outlined the issues very well.”

Chairman Pastor inquired whether the Board had any comments. Vice-Chairman Martin stated that she had no comments at this time; however, she would like to listen to what the public has to say. Supervisor Dawson stated, “I’m not clear on whether the association is having problems within the association and something that the Board could not act upon in knowing whether the Bonita Creek Property and Preservation Association is, in fact, a legal entity or is it the Homeowner’s Association?...Here we are being asked to take an action when it doesn’t seem to be that it’s clear legally who represents what is the true legal entity...I guess I would like legal counsel to tell us if he believes that Bonita Creek Property and Preservation Association is the legal entity to be asking for this transfer.” Chairman Pastor inquired of Mr. Chambers if he wanted to answer that now or wait until after the public comments. Mr. Chambers stated, “It might make some sense to wait until after the public comments because those speaking will probably have a lot to say as to whether or not they believe that the entity that is requesting the transfer is in fact a legitimate entity.”

Chairman Pastor opened the public hearing for public comment and called on Vickie Goulette, a resident of Payson, who spoke on behalf of a large group of concerned residents and property owners in the Bonita Creek area that are opposed to the name change. Ms. Goulette stated that she is a property owner and full-time resident in the community known as Bonita Creek. She stated, “I appreciate the Board taking the time to listen to the concerns of many of the property owners in our little community. In order to familiarize you with Bonita Creek, I want to take a few seconds to tell you about us. We are located approximately 18 miles northeast of Payson with the last 5 miles being dirt control road. We are 160 acres small. We are made up of four 40-acre subdivisions. Our area is classed as recreational property so of the 155 lots, only 54 have homes or cabins built on them and only 10 of those are lived in on a full-time basis and only 7 of those are on the water system. These 155 lots range in size from a quarter acre to 5 acres and are owned by 108 different

property owners. Many of these owners have not seen their property in over a decade and several live out of state. I tell you all of this so that when you look at the number of property owners who have signed the various petitions that have been provided to you or joined the association versus the actual number of property owners, you don't consider our numbers to be insignificant. We'd like you to understand that we rarely see the bulk of the property owners. Mr. Glaunsinger, the president of our volunteer home owner's association, who just resigned this past Saturday, filed this petition with you to have the County franchise license for our local water company transferred from the Bonita Creek Land and Homeowner's Association (BCLHA) to the Bonita Creek Property and Preservation Association (BCPPA). The BCLHA was formed in 1990 after the Dude fire destroyed our community, 60 homes and killed 6 firefighters. The individual who owned the water company at that time did not want to restore the water system after the fire, but the community members that were still there wanted water, so the individual agreed to sell the water company to the people if they formed a homeowners association. The reason for the formation and the sole purpose of the association was to run the water company; nothing more. As the years went by the BCLHA took on other tasks such as clearing hiking trails and working with the County to keep our roads graded and I don't have a problem with that. These are all good things. However, in 2004, Mr. Glaunsinger decided that he didn't like the stigma that the homeowners association had so he took it upon himself to come up with a new name. He spoke with 3 other members of the board, as Marian mentioned, at that time and they agreed to have him see what would be involved with changing the name. They didn't actually give him permission to change the name. The minutes of the board meeting of August 5, 2004, reflect this and further state that Mr. Glaunsinger would check into the legal requirements before making this official. An additional note was added that 'Bill found that the paperwork for the Arizona Corporation Commission and the IRS is straightforward, so we can proceed with the name change.' This should have never happened since the board does not have the authority to change the name according to the constitution and the bylaws of our association. In spite of that, when the invitation letter for the annual meeting in September 2004 was sent out, it stated that the board had voted to change the name and for everyone to make their checks payable to the BCPPA. The members of the BCLHA never even had a say in the matter let alone the opportunity to vote as our bylaws state they should. Mr. Glaunsinger has further stated to the Arizona Corporation Commission on his application with that organization that the members did vote. We have already provided you with a letter from one of the property owners, who is also an attorney, who stated that a vote was never taken. He also provided us with the copy of the agenda for the 2005 annual meeting that was personally handed to his wife by Mr. Glaunsinger's wife along with an invitation for them to join the association since they had just recently bought their property. There is no item on the agenda for voting on a name change. My husband, John Goulette, contacted Mr. Glaunsinger a few months ago in regards to looking at the corporate log book and was very upset to find

that the log book contained both an agenda and minutes of the 2005 annual meeting reflecting the name change on the agenda and the vote taken by the membership. Note: We are talking one year after the name was changed by Mr. Glaunsinger. We have spoken to several members who were at that meeting in addition to the attorney who states very specifically that there was no vote. The other thing to note here that since we are dealing with issues from 6 years ago, all the pages in the log book had colored with age except for the 2 pages that contained the 2005 agenda and minutes. Those 2 pieces of paper were really white and really new looking. One other item to mention is that up until December 2009, all annual reports with the Arizona Corporation Commission as well as tax returns filed with the IRS have all been filed in the name of the BCLHA, not the BCPPA. The board discovered last year that it's not a straight forward process like Mr. Glaunsinger originally indicated and, in fact, has turned out to be both expensive and a real pain in the back side. So first and foremost, the board did not have the authority to change the name of our association. The bylaws of our association state 'All meetings shall be conducted in accordance with Roberts Rules of Order' and according to those rules, in order to amend, annul, repeal or rescind any part of the constitution, bylaws or rules of order, it requires a 2/3 vote of the membership. In addition it states, 'No motion is in order that conflicts with the laws of the nation, or state or with the assembly's constitution or bylaws, and if such a motion is adopted, even by a unanimous vote, it is null and void.' We believe that the action that Mr. Glaunsinger took was not within his authority to do and therefore is null and void. In the past few years the BCPPA has had anywhere from 18-35 members, but this year 80 memberships were paid for. A large, for us, group of property owners got together in the months prior to the annual election on September 4, 2010, to come up with enough candidates and votes to get control of the board in hopes of being able to get this entire situation taken care of in-house; however, the process was corrupted so badly by 2 members of the nominating committee, 1 of whom was the president's wife, that now we have to conduct an entirely new election. The BCPPA board currently only has one official member, whose term has not expired, so that's why he wasn't up (for re-election). The president and vice-president have resigned and the other positions who were voted on at the meeting are either being contested or the number of ballots cast don't even match the number of memberships that were paid for. The BCLHA, on the other hand, has been revived by our group of homeowners and we currently have 35 members representing 59 lots with an interim president, secretary and treasurer already in place and an organizational meeting scheduled for Oct 2nd to appoint our nominating committee and get going with the election for our official officers. One member of the BCLHA is a certified level 2 operator for both water treatment and distribution and, in fact, ran the water company for almost 14 years up to December 2009. We have everything we need in place to take care of what rightfully belongs to the BCLHA. In conclusion, this group of people who have banded together to file these oppositions with the Arizona Corporation Commission, you who have signed the petitions and showed up

here today, we can only hope and pray that you will look at all the facts and the information that we provided to you and then not reward the erroneous actions of an over-zealous president. We ask that you deny the application for transfer of the franchise license and allow the rightful owner, the Bonita Creek Land and Homeowner's Association, to keep, maintain and run the Bonita Water Company. Thank you very much."

Chairman Pastor requested a copy of Ms. Goulette's written statement for the minutes, which was provided. Chairman Pastor then called on Ron Allen, a resident of Scottsdale, who also wished to speak in opposition. Mr. Allen stated, "I own property in Bonita Creek, lot 40, Antelope Trail. I would ask the Board of Supervisors to deny the petition in hand. The community up there is in turmoil. The actions taken by the current board that is calling themselves the BCPPA and the Homeowner's Association I don't believe is proper. Initially when I was told in 2004 that they wanted to have a new name, it was to separate the issues from the water. We've got community issues about the roads, the trails, fire-wise district, things that are important to the community, but they kept getting confused with the water company. And then the money coming into an association like that tended to be mixed. You had association member dues buying parts and equipment and stuff for the water company and those people don't have any water on that side of the creek. So it's just a big mess. Personally I think it's important to be a part of a community when you own land. I've never been a member of the association until this year, but I have been a water company customer even though I don't have any building or any use for the water. The water meter has never turned over in numbers, but I have been paying the water bill for over 10 years and I think it's important to support that issue so that my property in the future will have water. The problem is it's become political and it's become political in the fact that the BCPPA doesn't want to let go of the power of controlling water for the community. I think the 2 should be separate. I think the home owners association legally owns the water company. They need to stay the legal owners of the water company and the BCPPA can form its own new association for other issues."

Chairman Pastor then called on Lita Washburn, a resident of Payson. Ms. Washburn stated the following: "I would just like to say that the original purpose of the association was much larger than just the water company. The whole area had been burned in the Dude fire and it needed to be rebuilt. The roads needed to be restructured and the infrastructure of the water system had been destroyed and so through the years we've added different things. We have fire prevention and we have a wonderful fire-wise grant for, I believe, the original amount was around \$200,000 and then we just got an additional grant to clear the interior properties for \$115,000. During this board of directors meeting in 2004, I wasn't present. My husband and I were members of the board at the time, but we were out of town. When we got back in town and found out what the action had been we were concerned because we thought

that it would be a very long and costly process. They did bring it up at the meeting - they announced at the 2004 annual meeting that they had decided to change the name to the Bonita Creek Property and Preservation (Association). They had said at that time that they were going to go out and Bill (Mr. Glaunsinger) had said that he was going to check into the cost of doing this because there were several of us that had a concern about what it would cost to change the name. Nobody at the annual meeting objected at that time to the name change. Then at the next annual meeting in 2005, I remember receiving the agenda. We received the agendas a month in advance and during that month's period there may be additional items that are added to the agenda because of the length of the period and he sends the document out to people and asks for their input. So this does change the agenda and it can also change the minutes. And I've implemented a policy that from now on the minutes and agendas when they are finalized will be signed by 2 people on the board so that we never have this problem again. And if you look back historically at other agendas you'll find that they may have changed after they've been sent out. At our last annual meeting, we had 2 new motions added to the agenda so this isn't an unusual thing to happen. And I feel that there was no malice in trying to change the name, he just thought that people, because there were a lot of things going on with homeowner's association at the time, he thought it would be friendlier and more people would want to join the association. There were several people that were treasurer and secretaries during this period of time and some of the names were changed. The actual forms that came for the water company were not changed. They had the Bonita Creek Land & Homeowner's Association name on them, but the accounts were all still the same no matter what name they had on them. The money followed whatever purpose it was. When I took over as treasurer in 2007, I tried and also Linda Kelly, that was the treasurer at the time, to get them to send the statements to the Bonita Creek Homeowner's Association and they kept going to her home. I went in at least 5 or 6 times, I wrote letters, I called them on the phone and she did the same thing and they never changed. I found in the records that she had written a letter to the bank in 2006 asking them to change the name to Bonita Creek Property and Preservation name and they didn't follow through with things and she can verify that if you need to. It has been a mess and we've spent \$600 changing the name so far and we still have probably more monies that we are going to be putting out. The association normally only brings in about \$2,600/year and we've had to spend another \$1,100 approximately on liability insurance because of this issue. It just seems like a foolish waste of money. We're all trying to help better our community and make it a safer place to live. The water company has been run wonderfully through the years since they started in 1956. We knew the problem with the system. Everybody that has taken care of it has done a fine job. I don't see what the problem is here other than everybody is questioning everybody. We have officially 81 new members at this point in time, or maybe 82, and it's both for and against this factor of changing the name. It's kind of split down the middle. The whole voting process has been pretty much split

down the middle. I just think it's time for the community to heal. Let's get on with it. We're right in the middle of changing the name. Everything is done except transferring the assets and the franchise. I just feel that it needs to happen instead of paying more money out to change it all back again."

Chairman Pastor called on Betty McRae, a resident of Payson. Ms. McRae stated, "We have owned our lots since at least 1972. We lost our first log home in the Dude fire. We had owned it 18 years at that point and had loved Bonita Creek. It's always been such a treasure and a beautiful place. There were not a lot of homes up there at that point and the ones that survived the fire were most fortunate. We waited because it was such a devastated area to drive through to get to the area. We did not rebuild until 2005, '06 and '07. It took us 2 years to get it done. Our home is now finished and completely protected by a water suppression system. I never again want to lose a home in Bonita Creek. We just joined the homeowner's association. I've been members of other homeowner's associations all over the country—Jackson Hole, La Jolla, Paradise Valley. They can be a very good institution, but they can also be very (inaudible). And it saddens me greatly to hear some details about people that just can't get along. I don't know whether it's the way the world is going these days, but I can't image that there's divisiveness over the name. How important is that? If this new name has gotten down the track this far, I see no reason for that to be finalized and let's move forward with dealing with the issues of protecting the area against future devastation from fire, dealing with the water issues. I'm well aware there are lots across the creek from us that do not supposedly legally have a right to water. That saddens me. That creek has never run dry. It's poured out of the side of the rim since no one knows when it started. It disappears underground. SRP (Salt River Project) put dye in the water to try and prove where it came out into their system and they were very unsuccessful. Maybe it goes through to China. Who knows? But that Bonita Creek needs to be preserved and protected and we need to protect each other. We are neighbors in one of the most beautiful places in the state of Arizona."

Chairman Pastor called on Robert Johnson, a resident of Bonita Creek. Mr. Johnson stated that he heard there was a petition circulating about this name change and inquired if that was correct. Chairman Pastor advised him that there was a petition. Mr. Johnson stated that he has been a property owner for about 11 years and has been a member of the association and he has never seen this petition and wondered why he was not contacted. Chairman Pastor advised Mr. Johnson that he believes the petition the Board received was a petition of those opposing the name change and transfer of assets. Vice-Chairman Martin stated that she would see that Mr. Johnson had the opportunity to review the petition. Ms. Sheppard advised that the petition was an attachment to this agenda item and was available for review on the County's website.

Chairman Pastor called on Vickie Goulette again. Ms. Goulette stated, "I just want to say here, it's not just about the name change. It's about the water company and its goals and duties and responsibilities and they didn't have a right to change the name, but it's not just about the name change. I will agree with Ms. McRae it would be petty, but to do what they are trying to do in the manner that they have been doing it is wrong. That's why we are here and that's why we are opposed."

Chairman Pastor called on Doyle Warner, a resident of Bonita Creek. Mr. Warner stated, "I've owned property at Bonita Creek for just over 25 years. I went through the Dude fire. I assisted in rebuilding part of the infrastructure for the water company. I'm the current on-site representative and operator for the water company. It is in good standing with the Arizona Department of Environmental Quality. We've made several upgrades over the past year to get it to that point. My concern is not about a name. My concern is that the association in approximately 1990 purchased the water company along with all the assets and spent a lot of money putting it back together so that it could serve the community and I'm most concerned about protecting the quality of the water. I do feel that the water company should serve the entire community and in fact this franchise is for 160 lots in all of the property in Bonita Creek. If we can ever work together and resolve this issue, if the people on the other side of the creek want water it behooves everybody to help that happen. They should pay for any infrastructure that has to be added and the water company could hook up to it. At that point in time, we would go from 44 customers to some larger and of course the more customers you have the better the revenue base and the better job we can do."

Chairman Pastor again called on Ron Allen, who stated, "I think Doyle (Warner) properly exposed what this is really all about. It's about one side of the creek having water and it's been there for 56 years and the other side of the creek not having water. The property owners over there don't and realistically that's what this whole issue has been about. Bill Glaunsinger and many of those people are on the dry side of the water. When they bought the land that they purchased they knew there was no water there. The parcels that they bought were much larger. You can't have a parcel less than an acre and it was cheaper. When I was looking up there to buy land, I drove the whole community. I made a choice to buy a piece that was with water at a higher price and that's really what this whole issue is about and I believe that if they want to have water, fine, let's talk about the issue instead of trying to control the water company through a fictitious made-up association and get it back to where it started, where it was the Bonita Creek Homeowner's Association and let the other stuff be separate."

Vickie Goulette stated, "When the people bought on the dry side they received and I can provide you with a copy of it, a 4-page HUD (Department of Housing and Urban Development) report that says there is not enough water in the

creek to support a complete build-out. And they bought that property knowing full well that there was no water and in fact 2 of the people that we have here today live on the dry side. They've put in a water collection system. They collect water and what not. They've invested a lot of money. The attorney who wrote the letter that was provided to you also lives on the dry side and they have put in a rain collection system and invested over \$10,000. If they want to try and tax the people on that side of the creek to try and put in water over there, there's going to be another war. We'll probably be seeing you again because the HUD report specifically says no and they bought the land full well knowing that it was no."

Doyle Warner requested to speak again adding the following: "There have been studies that show the creek flows approximately 1,000 acre feet per year. There is currently a line in the creek that has the capability of diverting around the community up to 200 acre feet a year. The water company currently uses about 4.5 acre feet a year to serve the whole community and if it built out completely you would have a maximum of 20 acre feet per year. I don't understand that there's not enough water to go around. I've never heard of such a selfish attitude and I think it's what's fundamentally wrong with our community."

Betty McRae added, "Having been a member of that community for perhaps the most years here...I am appalled that we would take the attitude there is not enough water. As I mentioned before that creek has always run. It has never come close to being a dry creek or being a low producing creek. When we first were there we used to pump directly out of the creek because there was no water company. There was no way to get water any other way. We'd put the pump in, pump water while we were there and pull the pump out when we left. I am glad that's not the case anymore because I know there are animals that use the water as well as people. I spent \$32,000 on a fire suppression system. Does that mean that I should not want fire protection delivered to other people because I chose to spend money that way? I hope not. I would be the first one to say that fire protection belongs to everybody. The fact that I chose to invest beyond that and I'm now referring to people who collect rainwater, I think that's delightful that they do that. A lot of people do that just because they want to have the water from the rain versus from some other source. I don't think that we, as human beings, should take the position that we would deny water. The chances even of that whole community being totally built out is probably slim, but we just heard from Doyle (Warner) that there is adequate water and I firmly trust his judgment. He's doing an excellent job of running the water company and is very contentious and committed."

Supervisor Dawson stated, "Again, I'm back to the beginning question. We aren't here to decide whether the Homeowner's Association exists or doesn't or the Preservation Association. The purpose of the hearing was to consider granting a transfer of the franchise for the water company and we don't even

know whether there is legally a Preservation Association or legally a Homeowner's Association. Those are the things that the homeowners of that area have to work out themselves--transferring a water franchise from any entity to another one. Tommie always has a thing about war over whiskey and water. I don't want to get into that war and I hope these people who live in this beautiful area can work it out rather than coming to the Board to work it out. Certainly I appreciate your owner's comments on the amount of water there, but I also know that on your deed when you buy that you're told there's not going to be water available to you on the other side of the creek. There's some legal standing there. I don't see where the Board has anything to take action on. Thank you and I would like to hear what the County Attorney says."

Bryan Chambers, Chief Deputy County Attorney, stated, "At this point, I think what I would recommend is, and I'll say it's at the Board's pleasure, that the Board may wish to go into executive session to get legal advice. That is something that is on the bottom of every agenda so it is properly noticed that Board may go into an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda. I know the Board also likes to use that sparingly because it is disruptive. We have to figure out how to get all the phone calls together and that type of thing, but in this particular situation where there certainly is a divided community and there are potential legal consequences regardless of which way the Board chooses to vote today, it makes sense to get any legal advice in executive session. Then again that is the Board's decision." Chairman Pastor entertained a motion to go into executive session. Supervisor Dawson stated, "My feeling is that the Board should not take action on this at this time. The Homeowner's Association and/or the Preservation Group need to work out their own problems. We are forever fighting for the rights of individuals and for government not to step in and muddy the waters. For crying out loud, why would we decide that we have better knowledge than these homeowners do and they should work it out? They can re-file and bring it back if they want to form their water group or however they want to do this, but I don't see that we need to take action on this. I'm not sure we need to have legal advice." Vice-Chairman Martin stated, "I agree. I think it needs to go back to these folks and let them decide what they want and come to us then if that takes an action and we take an action at the time when they have had more time to deliberate amongst themselves. I'm not sure that we need an executive session at this stage of the game. I think the community needs to work it out amongst themselves and then come back to us. I would rather table it. I would rather not take an action one way or the other at this stage of the game." Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously tabled this item until such time as the (Bonita Creek) community members come back to the Board to discuss this issue again. Chairman Pastor stated that he hoped the groups can get together and maybe come to some kind of consensus and work the problem out.

3B. Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-09-01 approving Planning and Zoning Department Case #LURPP 2010 Amendment, which complies with the requirements of the 2010 State of Arizona SH/HB 1398 as it relates to Federal and State management of land and resources.

Bob Gould, Community Development Division Director, stated that a committee of the Planning & Zoning (P & Z) Commission has been working on the Land Use Resource Policy Plan (LURPP) for about a year or so. He stated, "The document provided to the Board today includes some additional changes made to it and are being recommended by the P & Z Commission. The changes were not substantive, but were simply to clean up some of the repetitive language and to eliminate one sentence out of Policy 13 that belonged in the Grazing Policy instead of under 'Recreation.' Other than those changes, it remains basically the same document that is easier to read with the redundancies removed." He stated that the P & Z Chairman Don Ascoli and Member Jay Spehar spearheaded this effort to get the document completed. It is simply a tool to help the County in working with federal land management agencies and how they make decisions and in trying to communicate with them. Mr. Gould stated that an extensive public participation process was gone through and even though there was not a lot of public participation, a lot of work and time was put into it. He then called on Mr. Spehar. Mr. Spehar stated that the P & Z committee did an extensive public outreach campaign. Without meaning to be disagreeable with Mr. Gould, he thought it was very successful because 7 public hearings were held and no negative comments were given. He stated, "I think that's a testament to the work that this committee and the full P & Z Commission did in terms of getting everybody's point of view brought into this document. He also stated that Supervisor Martin provided some good constructive criticism that was utilized and those changes were included in the final document. He concluded by stating, "I believe it's ready for your consideration and I certainly hope for your approval. It was a great exercise to get this done for Gila County." Don Ascoli stated, "The committee did go through a very extensive process. Some constructive comments were made so that it is just a better document to go out and represent Gila County, its wishes and its goals. I would encourage all the supervisors to support this document." Supervisor Dawson thanked the committee for its diligent work and for the public hearings. She requested that at the conclusion of the LURPP process, assuming that the Board adopts it, that the P & Z Commission set the date for its annual review and make certain that the Gila County Cattle Grower's Association receives notice when that meeting will be held and they certainly are welcome in the years to come to make any kind of comment, suggestions or input to the committee. She stated that the committee has stated clearly how the U.S. Forest Service and the Department of Agriculture will cooperate with Gila County and when the time comes for the County to work with them, this document will be very helpful. She stated, "Again I just want to say thank you for going beyond your role as

Commission members and being dedicated in bringing this forward.” Vice-Chairman Martin stated that she recognizes and appreciates all of the hard work that this committee put in this and thanked them. She also appreciates the changes that were made as it makes the document more of a policy position and less of a political position and makes it less offensive in the way the County presents the information. On any future documents of this type, however, Vice-Chairman Martin stated that she would like the Board to have a little more input prior to it being released to the public, but she appreciates the changes that were made. Chairman Pastor thanked the committee for its work and he also appreciated members going to Tonto Basin for a community meeting and presenting the LURPP there and he knows those folks were appreciative as well. Chairman Pastor opened the public hearing and called for public comments. Jesse Bryant, representing KQSS Radio, stated, "I'm curious as to the language. I'm familiar with the bill SB1398. Does the LURPP exclusively use 'coordination' language or is the terminology 'cooperation' included also?" Mr. Gould stated that the "coordination" language is the priority, but where "coordination" is not available, it is specified in the document that "cooperative" efforts, "collaboration" and things like that are acceptable as well. Mr. Bryant was advised that the document is available to the public on the Gila County website. Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 10-09-01 approving Planning and Zoning Department Case #LURPP 2010 Amendment, which complies with the requirements of the 2010 State of Arizona SH/HB 1398 as it relates to Federal and State management of land and resources. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3C. Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-08-01 approving Planning and Zoning Department Case Z-10-01, in which Neal Nelson, Applicant for owner Milo LeBaron, is requesting a change in zoning from R1-D35 (Residence One with the Density of 35,000 sq. ft) to R1-D35 w/PAD (Residence One with the Density of 35,000 sq. ft with a Planned Area of Development) for Gila County Assessor's Tax Parcel 301-03-015A, Section 29, T12N, R8E located at 9597 W. Juniper in Strawberry, AZ.

Mr. Gould stated that several months ago, Mr. LeBaron approached the County with the idea of dividing a 4.37 acre parcel in Strawberry into 5 separate lots. This is a lot that has 5 residential units on it today and is basically a family compound and the family wanted to get ownership of their home and the immediate land to it. The County couldn't provide them the opportunity to go through the land division process because they couldn't meet any of the standards that were established for R1-D35 property as they couldn't meet the area required for some places. One lot would have 2 housing units on it and 1 lot would be vacant. At the same time the neighbors raised a concern with the

rezoning in regard to increasing the density in the area. So the County compromised with both sides and came up with a proposal to rezone this to R1-D35, with a PAD (planned area development) extension. Through this extension, Mr. LeBaron can submit a subdivision plat and go through the small subdivision process, which will come back to the County in the future, but they'll be able to have variable lot sizes while at the same time maintaining the density that would ordinarily be built with that 4.37 acre parcel for D35 density. Mr. Gould felt it was a simple matter because they just want to divide it to create the separate ownerships there and requested that the Board consider it. Chairman Pastor opened the public hearing and called on Neal Nelson, brother-in-law of Milo LeBaron, and a resident of Mesa. Mr. Nelson stated that he is one of the homeowners of the subject property that has been in family ownership for 30 years. The homes were built by individuals with a great deal of care and effort and the intent is to develop a vehicle in which the decisions are made while there are still 5 brothers and sisters as the owners instead of the next generation consisting of over 150 people. He stated that the second reason is that when something like this belongs to everybody, it belongs to nobody. So they are trying to set up individual ownership so that there's responsibility so that his kids and grandkids can have another 30 years of enjoyment there. There's no intention of building anymore properties. Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Resolution No. 10-08-01 approving Planning and Zoning Department Case Z-10-01, in which Neal Nelson, Applicant for owner Milo LeBaron, is requesting a change in zoning from R1-D35 (Residence One with the Density of 35,000 sq. ft) to R1-D35 w/PAD (Residence One with the Density of 35,000 sq. ft. with a Planned Area of Development) for Gila County Assessor's Tax Parcel 301-03-015A, Section 29, T12N, R8E located at 9597 W. Juniper in Strawberry, Arizona. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3D. Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-08-02 for Planning and Zoning Department Case No. CUP-10-02, an application filed by Salado Properties for owner Jennifer King, which is a request for construction of a restaurant, Lake House Grill, to be located on Hwy 188 (across from the currently open Lake House Grill), Gila County Assessor's Tax Parcel 204-06-005E, Sec. 15, T3N, R13E. (The Board of Supervisors may consider adopting this Resolution with a stipulation that 8 conditions be included as recommended by the Planning and Zoning Department.)

Mr. Gould stated that Conditional Use Permit (CUP) 10-02 was submitted for the purpose of allowing the owners to build a structure and house a restaurant within it. The present restaurant is located next to the country store on Highway 188 in Roosevelt and directly across the street an area has been graded where the owners intend to build the new restaurant. There is

significant separation between this restaurant and the Quail Run Subdivision and from the church that is located there. This has been noted because there were some comments mentioned that it was too close; however, the present restaurant is a lot closer. The owners want to build an 8,000-square-foot building and also have outdoor dining. Under the current zoning TR-TD, a person is allowed to have commercial space outright within there, but is limited to 2,500 square feet. The owner wants to go beyond that area and that is the reason he has applied for a CUP and so that the County can oversee the process and make sure it's going to be compatible to the area. Mr. Gould stated that he believes that the conditions that are implied on this will make it compatible. The owners requested permission to remain open until 2:00 a.m., which the County denied. With TR zoning, the restaurant will have to close at 11:00 p.m., which is the time the present restaurant has been closing. There is C3 zoning on the property frontage and then this lot is a 17-acre flag lot that provides access to it and then there's C3 zoning again between this property and where the Quail Run Subdivision is located. Approval of this CUP would in no way create any problems for people in the area. Mr. Gould requested that the Board consider approval of it through the Planning & Zoning Commission with the stipulation that the 8 conditions noted be met as recommended by the Planning and Zoning Commission as follows: 1) building permits shall be obtained; 2) sanitary facilities for the use shall be designed, constructed and approved by the Wastewater Department; 3) all parking must meet County standards and be accommodated on the site; 4) any applicable State and County Health Department regulations shall be complied, and all required permits must be obtained and remain valid so long as the use is in operation; 5) all outdoor lighting shall be appropriately shielded in accordance with County regulations; 6) a development must be submitted per the County Zoning Ordinance; 7) outside dining tables will be permitted and must be shown on the development plan; and 8) violations of any of the seven previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit. Chairman Pastor questioned the lighting issue because the restaurant elevation is higher than the Quail Run Subdivision area. Mr. Gould replied that the lighting issue was addressed and the owner will be required to shield the lighting away from any potential neighboring areas. Chairman Pastor also inquired if a bar was going to be included in the restaurant. Mr. Gould replied that a bar was included. Supervisor Dawson stated that when they apply for a liquor license they will probably be requesting a 2:00 a.m. closing time again and the church nearby may have questions about that. Chairman Pastor stated that he believed the restaurant/bar would probably be 200-300 feet away from the church. Mr. Gould stated that it is estimated to be about 500 feet from the church. Mr. Gould also noted that the current access to the property is through the post office parking lot, but that will be changed. Chairman Pastor opened the public hearing and called for public comments; none were received. Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 10-08-02 for

Planning and Zoning Department Case No. CUP-10-02, an application filed by Salado Properties for owner Jennifer King, which is a request for construction of a restaurant, Lake House Grill, to be located on Hwy 188 (across from the currently open Lake House Grill), Gila County Assessor's Tax Parcel 204-06-005E, Sec. 15, T3N, R13E with the stipulation that the 8 conditions (as noted above) be met as recommended by the Planning and Zoning Commission. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 4 - REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to authorize the Gila County Rabies Control Department to submit a Grant Application in the amount of \$9,940 to the Arizona Companion Animal Spay and Neuter Committee to provide low cost spay/neuter services to qualified individuals in Gila County.

John Castaneda, Animal Regulation Enforcement Officer, stated that this grant application is for a low-cost spay and neuter program to be implemented at the animal shelter for a 50% off voucher program for qualified individuals. The \$9,940 in funds will come from a State license plate program where a portion of funds from purchasing a spay and neuter license plate goes into a special fund and will not require any matching County funds. The County will pay half of the spay & neuter cost for the individual and if the Society, which was formerly known as the Gila Humane Society, will pick up the other half, it could be a no-cost spay and neuter for individuals. This program will be open to all Gila County residents including Payson and San Carlos, which do have spay and neuter programs. Mr. Castaneda estimates that approximately 140 animals will be spayed or neutered as a part of this program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously authorized the Gila County Rabies Control Department to submit a Grant Application in the amount of \$9,940 to the Arizona Companion Animal Spay and Neuter Committee to provide low cost spay/neuter services to qualified individuals in Gila County.

4B. Information/Discussion/Action to approve Professional Services Contract 1005.221/8-2011 between Gila County and Northstar Survey, Inc. (Surveyor) whereby the Surveyor will provide GPS surveying services for the Town of Star Valley G.P.S. project.

Steve Stratton, Public Works Division Director, stated that this is actually an item for the Gila County Assessor's Office; however the Public Works Division, Engineering and Surveying Departments, work with the Assessor's Office on providing land parcel data maps. This contract will be for a surveying company to verify the section corners, quarter section corners, etc. so that the County can get appropriate drawings done and it will also help the Surveying

Department and a portion will include GPS surveying services for the Town of Star Valley GPS project. This will be paid for by the Assessor's surcharge funds that are collected by the Recorder's Office when someone records a document. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Professional Services Contract No. 1005.221/8-2011 between Gila County and Northstar Survey, Inc. (Surveyor) whereby the Surveyor will provide GPS surveying services for the Town of Star Valley G.P.S. project.

4C. Information/Discussion/Action to approve Professional Engineering Services Contract 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc., whereby engineering services will be provided for the Pine Creek Canyon Road Project in the amount of \$68,382.00 from September 21, 2010, to June 30, 2011.

Mr. Stratton stated that this project goes back several years at which time the Board awarded a contract to C.L. Williams in 2004 to design a road compatible with County standards for the ADT (average daily traffic) count on the Pine Creek Canyon Road Project. That ADT road count, taken on April 26, 2010, was 733 cars per day. As the design of the road began, there were a lot of right-of-way issues as residents owned portions of the road. It's very difficult to design a road to a standard for that ADT count. The County did a change order in the amount of \$18,000 to this previously to try and establish 8-10 property boundaries and that work was completed. As the County continued trying to meet the standards, it became more and more obvious that the current standard was not going to be met so the County has now reviewed the issues and is just going to try and improve the drainage and the right-ability of that road, which is approximately 1-3/4 miles long. There was approximately \$64,672 remaining on the original contract with C.L. Williams & Associates, but because the scope of work has changed so much, the cost has slightly increased. An update will be provided to the Board. He requested that the Board approve this new contract. Chairman Pastor inquired whether the County went out for bids on the original project in 2003 in order for C.L. Williams & Associates to do the engineering work. Mr. Stratton replied that the project was not bid out; it was done under the old professional services agreement at the time. Chairman Pastor inquired if this needed to go out for bids this time. Mr. Stratton stated that he didn't believe this needed to go out for bids; however, the Agreement was reviewed by the County Attorney's Office and he deferred to Mr. Chambers. Mr. Chambers stated that because this is for engineering services and it is a professional services contract, there is no need to go out for bids. Mr. Stratton also added that since a substantial amount of the work has already been completed by Mr. Williams' firm, to back up and issue a call for bids would probably cost the County a significant more amount of money. Chairman Pastor stated that one of his concerns was putting too much work on Mr. Williams because he is dealing with a lot of large projects right now for the County. Chairman Pastor recommended that the

County also look at other engineering firms to help out if that was possible. Mr. Stratton replied that County has been reviewing that and is using Jacobs Engineering on the 512 Young Road project and he is also going to contact the Arizona Department of Transportation for a current list of their approved engineering firms since they have been prequalified. He was also going to discuss this issue with Mr. Chambers. Vice-Chairman Martin stated that since this project has been dragging on for so long, she wouldn't want to start over with another firm. Chairman Pastor clarified that he didn't wish to start over with a new firm; he was just concerned about the workload on Mr. Williams' company. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Professional Engineering Services Contract 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc., whereby engineering services will be provided for the Pine Creek Canyon Road Project in the amount of \$68,382.00 from September 21, 2010, to June 30, 2011.

4D. Information/Discussion/Action to approve Order No. LL-10-04, an application submitted by Lisa Bramoff for a person to person transfer of a Series 6 bar license at the Strawberry Bear located in Strawberry, Arizona.

Ms. Sheppard stated that this is an application for a Series 6 bar license. Once the County accepts an application, an internal review process is conducted by the Planning and Zoning Department as well as the Health Department and neither department had an issue with this application. Ms. Sheppard recommended the Board's approval to the Arizona State Department of Liquor Licenses and Control. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Order No. LL-10-04, an application submitted by Lisa Bramoff for a person to person transfer of a Series 6 bar license at the Strawberry Bear located in Strawberry, Arizona.

Item 5 - CONSENT AGENDA ACTION ITEMS:

5A. Approval of an Intergovernmental Agreement (ADES Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors in the amount of \$2,632,208 (Adult - \$642,076, Youth - \$595,639, Dislocated Worker - \$1,393,492) to provide Workforce Investment Act services to eligible Youth, Adults and Dislocated Workers in the Gila/Pinal Local Workforce Investment Area for the period April 1, 2010, through June 30, 2013.

5B. Approval of an Order to cancel elections and appoint governing board members to the fire districts, water districts, wastewater districts, sanitary districts, school districts and technological districts named in the Order.

5C. Approval of Amendment No. 2 for a price increase to Contract 120307-2-Pavement Marking between Gila County and Traffic Safety Inc. whereby the Contractor provides pavement marking on County roads.

5D. Approval of FY11DGVCC Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Adjustment Notice (Grant No. DC-10-036/Adjustment No. 1) advising of the renewal of a grant agreement between the Arizona Criminal Justice Commission and the Gila County Sheriff's Office in the amount of \$344,288 for a total adjusted grant award amount of \$688,576 and extending the grant agreement expiration date from June 30, 2010, to June 30, 2011. All funds will be utilized by the Gila County Drug, Gang and Violent Control Task Force.

5E. Approval of personnel reports/actions for the weeks of September 14, 2010, and September 21, 2010.

September 14, 2010

Departures from County Service:

1. Tiffani Horton – Globe Regional Justice Court – Justice Court Clerk Associate – 08/27/10 - General Fund – DOH 03/22/10 – Failure to complete probationary period

Temporary Hires to County Service:

2. Richard Ruiz – Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund
3. Manuel Rodriguez - Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund
4. Billy Tarango - Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund

Departmental Transfers:

5. Joel McDaniel – Public Works Consolidated Roads – From Road Maintenance Worker – To Road Maintenance/Equipment Operator – 08/02/10 – Public Works Fund

Request Permission to Post:

6. Administrative Services – Administrative Clerk – Vacated by Kimberly Rust

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

7. Christopher Bender - Sheriff's Office – Deputy Sheriff – 08/30/10 - General Fund – DOH 11/27/06 – Resigned

September 21, 2010

Departures from County Service:

1. Keith Van Zile – Probation – Deputy Probation Officer 2 – 08/27/10 – State Aid Enhancement Fund – DOH 08/30/99 – Resigned
2. Nicholas Campagna - Health and Community Services – Animal Control Worker – 09/03/10 – Rabies Control Fund - DOH 11/11/09 – Resigned

Hires to County Service:

3. Joshua Clark – County Attorney – Deputy Attorney Part Time – 09/20/10 - General Fund – Replacing Carolyn Borcharding

End Probationary Period:

4. Ernie Meeske – County Attorney – Chief Detective – 09/13/10 - General Fund

5. Carlos Mejia – County Attorney – Detective – 09/13/10 - General Fund

Position Review:

6. Kasey Jankowski - Health and Community Services – Community Health Assistant – 08/30/10 – 100% Health Start Fund
7. Kyle Mann – County Attorney – From Deputy Attorney – To Deputy Attorney Senior – 09/27/10 - General Fund

Request Permission to Post:

8. Health and Community Services – Community Health Assistant – Position vacated by Kasey Jankowski
9. Health and Community Services – Animal Control Worker – Position vacated by Nicholas Campagna
10. Globe Regional Justice Court – Justice Court Clerk Associate – Position vacated by Tiffany Horton

SHERIFF'S PERSONNEL ACTION ITEMS

Hires to County Service:

11. Rion Ramirez - Sheriff's Office - Detention Officer – 09/13/10 – General Fund

End Probationary Period:

12. Misty Allinson - Sheriff's Office – Sheriff Records Supervisor – 09/13/10 – General Fund
13. Matthew Hill – Sheriff's Office – Deputy Sheriff – 09/13/10 - General Fund

5F. Approval of finance reports/demands/transfers for the weeks of September 14, 2010, and September 21, 2010. (separate handout)

September 14, 2010

\$682,180.59 was disbursed for County expenses by check numbers 230491 through 230674.

September 21, 2010

\$2,288,048.93 was disbursed for County expenses by check numbers 230675 through 230885. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Consent Agenda items 5A-5F.

Item 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.

There were no requests to speak from the public.

Item 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.

Each Board member presented information on current events. Don McDaniel, County Manager, had no comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:58 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: October 5, 2010

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conference); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 - Call to Order - Pledge of Allegiance - Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Darryl Griffin led the Pledge of Allegiance and Reverend Barbie Morton of the Globe First Christian Church delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Presentation of information regarding the First Things First Gila Regional Partnership Council.

Hazel Chandler, Regional Director of the Gila Regional Partnership Council, stated that the First Things First (FTF) program began November 7, 2006, as the result of an initiative passed by the Arizona voters to provide a permanent funding source for setting up a system for early childhood education and health. The program is funded by the dedication of 80 cents per pack of tobacco tax money in Arizona. Since FTF is a voter-protected initiative, it can only be rescinded by the voters. The initiative was specific in the way it was set up so there is regional control because it was felt that the regions know better what the children need instead of another state bureaucracy. She stated that 31 regional councils have been set up in the state, some of which are geographic county councils and there are several within a county as well as 10 tribal councils. A new allocation was just received for FY2012, which starts July 1, 2011, and with that allocation for next year, the first 3 years brought approximately \$2 million into the communities to serve the children. Ms.

Chandler advised that the system is designed to ensure that every child is ready to learn when they enter school and that they are healthy. It's not designed to supplant other funding, but rather to build upon what was already in place. All of the programs have been set up through a competitive process known as a Request for Grant Applications (RFGA) process, and independent, non-staff people, council members and community members make the decision on what is funded and who is funded for the programs. Ms. Chandler then called on Sherry Moody to speak more specifically on what is being done locally. Ms. Moody stated that she has lived in the local community for 38 years and was recruited 2 years ago to be the faith-based member of the Gila Regional Partnership Council. FTF's responsibility is to check out and support the many needs of children aged 0-5 in Gila County, and is based on a successful program from North Carolina known as Smart Start. She cited national statistics showing that children exposed to these programs between the ages of 2 and 4 are less likely to need special education programs after entering school, are less likely to commit a crime by the time they are 18, and that children from low income families are less likely to develop behavioral problems in their pre-teen years. She also provided statistics showing that Gila County is second in the state for teenage mothers and ranked low in those obtaining prenatal care, so this program will support those mothers with children and provide them the opportunity to meet the needs of the children and especially those who may have been born with disabilities. Ms. Moody also provided statistics on Arizona's poverty rate as Arizona is number 2 behind Mississippi in the nation. Gila County also has a higher unemployment rate of 10-11% compared with the rest of the state at an average of 8%. Ms. Moody stated that she is the faith-based member of the FTF Council along with members from the business community, educators, health care providers, early childhood providers and members at large. The Council is currently engaging in 9 strategies and evaluates the grant applications received to see which programs will meet the needs of the children. It is known that small children initially need to be screened so the Gila County Health Department has awarded a grant in the amount of \$56,650 dedicated to screenings for all children aged 0-5 in all of the communities within the County. If children are identified with developmental needs, there is a mentoring program provided where a staff member goes into the home and the family is given the opportunity to have mentoring services provided for the child with developmental delays and makes suggestions, provides books and information to the parents to help remediate the problem for the child. FTF staff will go into the home every 2 weeks and also work with the other children in the home to help prevent abuse and neglect. Funding has also been provided for the oral care of children; however, FTF has found it difficult to find providers that are willing to go to smaller communities and because children may be more difficult to work with. Ms. Moody stated that in regard to literacy skills, Ms. Griffin, the County Librarian, submitted a grant application that was awarded on July 1, 2010, to the Gila County Library District. All of the libraries in Gila County are partnered with the Dolly Parton Imagination Library program,

which means that all children of families signed up will receive a free book monthly in the mail until the child turns 5. Another important part of that program is that staff will provide education to the families on what to do for their children as they come in to sign up for the program. FTF wants specialists to address children at risk, so \$123,000 has been dedicated to attract speech and physical therapists, behavior and mental health specialists, etc. with a loan forgiveness program. Another program called Quality First works with the centers or homecare providers that are licensed and provides them with mentor tutoring, money for supplies, teach scholarships for people who are willing to work in early childhood over a 2-year period, and mental health consultants. Chairman Pastor thanked the women for their presentation and stated that he attended a check-awarding ceremony at Head Start in Miami yesterday and they received \$631,000 for the budget next year. Supervisor Dawson expressed a concern that while FTF was being established, at the same time the State of Arizona was cutting funding to some very basic programs in the local community including Head Start, Tuffy Tiger Preschool and the Learning Center. Supervisor Dawson stated that it has been mentioned several times that FTF was supposed to build upon programs that were already established. However, she became very frustrated as she saw the bureaucracy step in with the FTF program and block the funding for the Learning Center, in particular. Supervisor Dawson and Ms. Moody were volunteers at the time that the Learning Center was initially established back in 1969-70 and had since served literally thousands of families. The staff for that program would go into the homes and had a working relationship with all of the local doctors and hospitals, and it served the community well. Supervisor Dawson stated, "And then I was appalled when the State Legislature was in financial trouble and struggling to balance its budget, which is still not balanced, and FTF stepped up and said, 'We can loan you \$300 million' that FTF had in the bank, while programs like the Learning Center were struggling and others were closing their doors." Supervisor Dawson stated that she attended one of FTF's board meetings and became very frustrated with what was going on. Ms. Chandler stated that she could understand Supervisor Dawson's frustrations and one of the challenges of FTF is to be timely and responsible to the communities. One of the things that has been done recently that will help new programs is that FTF will be providing \$150,000 this year to fund some scholarships for children to attend childcare centers in the region and the Quality First program, which is designed to improve the quality of childcare programs, currently has 2 home care centers participating. She advised that there are other programs for which FTF will be recruiting that includes financial incentives for those facilities to be able to purchase necessary curriculum, supplies, toys, improved playgrounds and assistance in improving their quality and establish strong centers that will last. These new programs will not be required to go through the RFGA program, but will be selected through an internal process. Ms. Chandler stated that in reference to the bureaucracy, FTF was set up to be independent of the other departments of government and reports directly to the Governor's Office. In the

startup process there have been some issues and problems that they are all working on to resolve and one of the main issues is how to take a state structure that is very challenging and bureaucratic, and work within the requirement by law to be innovative, creative and responsive in the way the program is handled. Ms. Chandler stated in response to the issue around money, "The evidence is clear that if we invest in kids when they are young and help families develop supportive relationships with their children, there is less need for ongoing support for special education and juvenile programs and prison systems, etc. However, in the state of Arizona, which I have observed over the past 35 years, a little bit of money is thrown toward a program, it just gets started in making a difference and then there is an economic downturn and the funding is gone." This initiative requires FTF to set up a system that could be fiscally responsible for up to 10 years and allow time to build up money in a trust account that would allow not only the funding of next year's allocation, but it would allow money to help stabilize the program as tobacco tax money declines. It would help stabilize the money going into the communities over a 10-year period; hence, the buildup of the trust fund that now has approximately \$300 million. It is being doled out at approximately \$150,000/year in grants, so the program has about double what it needs in funding; however, in the long-term forecast, that money will be needed going forward. She stated that FTF did go to the State Legislature and offer an interest-free loan with repayments starting in 2015, 2016 and 2017, to allow the State to have money to balance its budget, but if FTF got to the point where tobacco taxes were declining, they would not have to cut off programs going forward. Ms. Chandler stated that she understood Supervisor Dawson's concerns about the budget and they are concerned as well, but she felt it's very important to keep FTF in place so the programs can really make a difference on a long-term basis. Supervisor Dawson stated that she still has the concerns she expressed earlier. Vice-Chairman Martin inquired, "How do we measure outcome versus output? I would be interested in visiting with you about how do you measure success and is measuring more and more programs or is it measuring children that we have actually tracked and they are succeeding or families that we are tracking and they have succeeded?...I am interested in what we are doing that looks at real outcomes, not just that we are promoting more and more programs. To me that's not a real measure of success. Lots of programs are not a measure of success; children succeeding are." Ms. Chandler stated that she would be happy to sit down with Vice-Chairman Martin and talk about FTF. She stated that a contract grant has been issued to Arizona State University, University of Arizona and Northern Arizona University, which is really the first time those 3 universities have worked together on a project, and they are doing a long-term study of children in Arizona and the impacts of the FTF program on those children. The program is just in its beginning stages and the 3 universities will be doing several different studies and one of them will be following a group of children for up to 5 years and possibly beyond that age. They have done some pre-FTF data and collection and are now starting to follow the children and the programs in

which they are participating. Ms. Chandler believes that will give FTF a real strong foundation for understanding what works, what doesn't work and how the programs can be tweaked to be most responsive to the families and their children. On behalf of the Board, Chairman Pastor thanked Ms. Chandler and Ms. Moody for their presentation.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action to adopt Proclamation No. 10-09 proclaiming October 2010 as "Disability Awareness Month" in Gila County.

David Caddell, Gila Employment Special Training (GEST) Program Manager, presented a brief history of the GEST program, which began in 1975 with the help of Edd Dawson. At that time, it was called the Demonstration Project, but through the years, the program has slightly changed. Congress designated a week in October as the "National Employee the Physical Handicapped Week" in 1945. In 1962, the word "physical" was removed to acknowledge the employment needs and contribution of individuals with all types of disabilities. In 1988, Congress expanded the week to a month and changed the name to "National Disability Employee Awareness Month." Since 1945 America has celebrated the contribution of workers with disabilities emphasizing the contributions of people with all disabilities from all ethnic and racial groups. He stated that one important fact beginning this year is that President Obama has created changes for job seekers and workers with disabilities and he signed a landmark executive order on July 26, 2010, that calls for all federal government & executive departments and agencies to create goals and action plans for increasing the number of people with disabilities hired and to improve retention and return to work of federal employees with disabilities. October 20th of this month is called "Disability Mentoring Day," which is a large-scale, broad-based effort to promote career development for students and job seekers with disabilities through hands-on career exploration and internship of employment opportunities throughout the United States and also abroad. Mr. Caddell stated that he invited some members of the local business community to attend today's meeting; however, they were unable to attend. He did, however, recognize 3 of GEST's local partners—McDonalds, as a best place to work for many groups including people with disabilities as they truly care about their employees in supportive programs like GEST; Wal-Mart, which has been a partner with GEST since 1989, because Wal-Mart's belief is that business wins when everyone matters and that the true strength of diversity is unleashed when each associate is encouraged to reach their full potential; and Country Kitchen, where the general manager continues to be a great resource for job opportunities for the GEST program. He concluded by stating that Gila County has also hired some of the GEST individuals and this is a great opportunity for GEST staff to share with the Board, the community and the general public how well that this poster states: "Talent has no boundaries." He

requested that the Board adopt the Proclamation. Each Board member thanked Mr. Caddell for the work that he does and the success of his program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Proclamation No. 10-09 proclaiming October 2010 as "Disability Awareness Month" in Gila County. **(A copy of the proclamation is permanently on file in the Board of Supervisors' Office.)**

3B. Information/Discussion/Action to adopt Proclamation No. 10-10 proclaiming October 2010 as "Domestic Violence Awareness Month" in Gila County.

Carolyn Gillis, Contract Monitor/Program Supervisor, gave an update on the services provided by Horizon Human Services and the Gila County Safe Home, whose mission statement is to serve all people who experience domestic violence in their lives, whether victims or perpetrators, and to provide a comprehensive array of domestic violence services to improve the overall quality and living of all people residing within our community. The Gila County Safe Home program began by Horizon Human Services in 1999 and is funded by 2 yearly grants and donations. The dedicated staff of 4 includes Gwen Carroll, Supervisor of the Safe Home, who has devoted many years of service to this program. The staff is on call 24 hours/day and there is also a national 24-hour hotline. Some of the assistance provided to women and children is in the form of providing an 11-bed safe facility for women and children; helping women move from one safe home to another; education and training for both the women and children; advocacy support groups, including a weekly meeting at the Divine Grace Presbyterian Church in Miami every Wednesday from 2:00 to 3:00 p.m.; and an information and referral system. The Safe Home is not able to provide housing for men, but they do have referrals and are able to send them to other places. Recently a grant application was submitted to the State and the Safe Home received a grant in the amount of \$15,404. It was used to provide playground equipment at the Safe Home, new fencing for security, upgrading the security system and new beds. Ms. Gillis provided some statistics of the Safe Home for the past year, as follows: 344 crisis calls from after hours until the morning were received; 2,135 beds for domestic violence victims were provided; the total number of persons served was 71 and of that number 68% were Native Americans with the majority from San Carlos, 15% were Hispanic/Latino, and 17% were Caucasian. Transportation is also provided, which is the largest expense, and most other shelters do not provide transportation. Also provided by staff were 3,930 hours of individual support counseling and advocacy and 59 presentations were made within the community. The Safe Home has a network group that meets monthly in Gila County and the group consists of law enforcement, schools, faith-based churches, behavioral health providers, social services and community members to collaborate together to come up with the best way to approach domestic violence, whether it be physical or mental. She stated that the goal of the Safe Home is to build the strengths of our women

and children, help them live free of domestic violence and to know there is another positive way to live. Ms. Gillis concluded her presentation with the Safe Home's vision, which is to eliminate violence in the citizens' lives, where all people will feel safe from physical, sexual, emotional and psychological abuses. She requested that the Board adopt this Proclamation. Supervisor Dawson questioned the transportation between the Safe Home and San Carlos. Supervisor Dawson advised that through Bernadette Kniffen, who runs the TANF (Temporary Assistance for Needy Families) program, there are now 5 vans transporting people between San Carlos and the Globe-Miami area and suggested that Ms. Gillis contact Ms. Kniffen and also contact the director of First Things First for a possible grant. Chairman Pastor also recommended contacting Ms. Kniffen. Ms. Gillis has made contact and will follow up on same. Vice-Chairman Martin stated that in northern Gila County, they have a Time-Out Shelter, which is very active, and from reports, it seems that the number one crime up there is domestic violence. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 10-10 proclaiming October 2010 as "Domestic Violence Awareness Month" in Gila County. Ms. Gillis also left some posters and pamphlets for the Board to review. **(A copy of the proclamation is permanently on file in the Board of Supervisors' Office.)**

3C. Information/Discussion/Action to approve an amendment to the "Gila County 2010 Tax Levies and Tax Rate Tables" (including Resolution No. 10-08-04), which were approved by the Board of Supervisors on August 16, 2010, in order to correct the primary tax levy, net assessed value and tax rates for the Globe Unified School District #1. In addition, the Board does hereby direct the Gila County Treasurer to make corresponding changes in the affected tax bills with the understanding that the Globe Unified School District #1 has agreed to reimburse Gila County for the expenses incurred for calculating, printing and sending revised tax notices.

Joe Heatherly, Finance Director, stated that a week ago it came to his attention that there was an error in the calculation for the property tax for the Globe Unified School District. Mr. Heatherly stated that since that time, it has been a major project for the County Treasurer, Globe School District, School Superintendent's Office, Arizona State Department of Education, County Manager, County Attorney's Office and himself to figure out what needed to be done to correct the error. Mr. Heatherly stated that the error was identified and the taxes recalculated and he requested that the Board approve an approximate 50% reduction in the rate. If approved, the County Treasurer will then send out revised tax notices to the people residing within the Globe School District. Either refunds or credits will be made to the second half payments, whichever is applicable. He advised that this was a learning process and even though the budgeting process is a long one, the County needs to take some responsibility in reviewing the figures received from other parties and will do so in the future. He noted that the error occurred with the State and not the

County, although it doesn't really matter where it originated at this point. Supervisor Dawson stated that this was unfortunate for the Globe School District because this will take more money away from the education process. Each Board member complimented those involved in working together and coming to a quick solution. Chairman Pastor inquired about a timeline for sending out new tax bills. Debora Savage, Treasurer, stated that upon approval by the Board, information will be provided to the public and the new tax bills would be mailed out within 2 weeks. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved an amendment to the "Gila County 2010 Tax Levies and Tax Rate Tables" (including Resolution No. 10-08-04), which were approved by the Board of Supervisors on August 16, 2010, in order to correct the primary tax levy, net assessed value and tax rates for the Globe Unified School District No 1. In addition, the Board does hereby direct the Gila County Treasurer to make corresponding changes in the affected tax bills with the understanding that the Globe Unified School District No. 1 has agreed to reimburse Gila County for the expenses incurred for calculating, printing and sending revised tax notices.

3D. Information/Discussion/Action for approval to begin the process to dispose of an unnecessary public roadway shown as a portion of Evalinda Drive in the King Addition Subdivision.

Steve Sanders, Public Works Division Deputy Director, stated that the Public Works Division received a petition from a homeowner in the King Addition Subdivision, which is a small subdivision within the East Verde Subdivision north of Payson, to begin the process to abandon a public roadway. He advised that the road serves no purpose to the County and it ends at this homeowner's property and beyond that is the Tonto National Forest. The road could not be built because it would run into a hillside and is currently only used by the homeowner. He advised that this does not abandon the road at this point; this just starts the process of abandonment should the Board choose to move forward. He stated that staff recommends that the County move forward. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the beginning of the process to dispose of an unnecessary public roadway shown as a portion of Evalinda Drive in the King Addition Subdivision.

3E. Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 062910-1 for the purchase of a used 928Hz wheel loader; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Steve Stratton, Public Works Division Director, stated that only one bid was received from Caterpillar (Empire Southwest, LLC) at a price of \$103,900 after a trade-in of \$22,000. The proposed used loader has 382 hours on it and if it

were new it could cost \$169,000. He advised that this has been in the Caterpillar rental or lease fleet and they take very good care of their equipment. Mr. Stratton stated that the County has purchased other equipment from this fleet and he recommended award of the contract to Empire Southwest, LLC. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously awarded Request for Sealed Bids No. 062910-1 to Empire Southwest, LLC in the amount of \$125,000 less a \$22,000 trade-in for a total contract amount of \$103,900 for the purchase of a used 928Hz wheel loader and authorized the Chairman's signature on the award contract. Mr. Stratton advised that a portion of the cost will be financed. He stated, "The number we are financing is not arbitrary. We didn't want to go down any further because the interest rate got higher. We did want to save as much money in our Solid Waste Department as we can for its expansion."

Item 4 - CONSENT AGENDA ACTION ITEMS:

4A. Approval to certify the "Fill the Gap" funds per A.R.S. §42-2421 (G) for the Treasurer's Office FY 2009/2010 annual collections by the following: Superior Court \$811,904.01; Payson Regional Justice Court \$720,505.52; and Globe Regional Justice Court \$909,459.41 for a total of \$2,441,868.94. The 5% Proportion T-895 is \$111,172.09.

4B. Approval of Amendment No. 3 to Contract #HG852277 between the Gila County Division of Health and Community Services and the Arizona Department of Health Services to extend the contract through the period of December 31, 2011, in order to provide HIV counseling and testing to citizens of Gila County.

4C. Approval of Amendment No. 7 to Contract No. HP652141-001 between Gila County Division of Health and Community Services, Health Department, and the Arizona Department of Health Services to increase the price sheet from \$58,523 to \$62,146 for services provided to HIV-positive persons for the period August 1, 2010, to March 31, 2011.

4D. Approval of the FY11-LE-11031200-007 Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Tonto National Forest.

4E. Approval of the Chairman's signature on additional forms required by the United States Department of Agriculture, U.S. Forest Service, which pertain to a grant application that was approved by the Board of Supervisors on March 23, 2010, and submitted for 2008-2011 Secure Rural Schools Public Law 110-343 Title II funds to be used for the maintenance/paving of Forest Development Road 512.

4F. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara L. Morken to temporarily extend the patio area of the Rimside Grill in order to serve liquor in the permitted area and the extended area for the date of October 16, 2010.

4G. Approval of an Application for Extension of Premises/Patio Permit submitted by Fred Bridges to temporarily extend the patio area of the Punkin Center Bar in order to serve liquor in that extended area for a Halloween party on October 30, 2010.

4H. Accept Governor Janice K. Brewer's proclamation for the November 2, 2010, General Election and set the publication date for the proclamation of October 20, 2010.

4I. Approval of the August 2010 monthly departmental activity report submitted by the Payson Justice Court.

4J. Approval of the August 2010 monthly departmental activity report submitted by the Globe Regional Constable.

4K. Approval of the August 2010 monthly departmental activity report submitted by the Payson Regional Constable.

4L. Approval of the August 2010 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.

4M. Approval of personnel reports/actions for the weeks of September 28, 2010, and October 5, 2010.

September 28, 2010

Departures from County Service:

1. William Seeley – Public Works Recycling and Landfill Management – Solid Waste Operations Worker Senior – 10/30/10 – Solid Waste Fund – Retirement

Hires to County Service:

2. Cate DeLaTorre – Recorder – Recorder's Clerk – 09/20/10 – General Fund – Replacing Angelina Thompson
3. Charlotte Williams – Recorder – Recorder's Clerk – 9/20/10 - General Fund – Replacing Cole Weaver

End Probationary Period:

4. Laura Bryant – Assessor – Property Appraiser II Senior – 09/15/10 – General Fund
5. Sherri Miller - Health and Community Services – Staff Nutritionist – 8/30/10 – WIC Fund
6. Lisa Wilckens – Assessor – Property Appraiser – 09/15/10 - General Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

7. Aaron Villegas - Sheriff's Office - Detention Officer - 09/14/10 - General Fund - Failure to complete probationary period

Position Review:

8. Christopher Bender - Sheriff's Office - Deputy Sheriff - 09/13/10 - General Fund - Reinstatement

October 5, 2010

Departures from County Service:

1. Carmen Corso - Fairgrounds - Risk/Emergency Disasters - 10/05/10 - General Fund - DOH 09/16/71 - Resigned
2. Keith Dixon - Probation Juvenile Detention - Juvenile Detention Officer Shift Supervisor - 09/20/10 - General Fund - DOH 10/15/01 - Resigned
3. Robert Dobbs - Probation Juvenile Detention - Juvenile Detention Officer - 09/16/10 - General Fund - DOH 09/25/02 - Resigned
4. Douglas Wilson - Probation Juvenile Detention - Juvenile Detention Officer - 09/20/10 - General Fund - DOH 08/18/08 - Resigned

Hires to County Service:

5. Zackery Andrade - Public Works Consolidated Roads - Road Maintenance Worker - 10/11/10 - Public Works Fund - Replacing Jo Ann Minchew
6. Michael Gillette - Public Works Engineering - Construction Project Manager - 11/08/10 - Public Works Fund - Replaces Lex Sheppard
7. Bryan Kinder - Probation - Deputy Probation Officer Supervisor - 10/04/10 - 50% State Aid Enhancement Fund- 50% Adult Intensive Probation Supervision Fund - Replaces Karen Angell Temporary Hires to County Service:

8. Robert Knight - Public Fiduciary - Quality Assurance - 10/11/10 - General Fund

Departmental Transfers:

9. Jim Berry - Community Development - From Building Safety Assistant - To Building Safety Inspector Senior - 09/27/10 - General Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

10. Wayne Hubble - Sheriff's Office - Detention Officer - 11/25/10 - General Fund - DOH 11/21/05 - Resigned

4N. Approval of finance reports/demands/transfers for the weeks of September 28, 2010 and October 5, 2010.

September 28, 2010

\$605,862.94 was disbursed for County expenses by check numbers 230886 through 231032.

October 5, 2010

\$2,122,769.62 was disbursed for County expenses by check numbers 231033 through 231219. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

40. Approval of the June 8, 2010, and June 15, 2010, BOS meeting minutes.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda Action items 4A-4O.

Item 5 - 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.

There were no requests to speak from the public.

Item 5 - 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.

Each Board member and Don McDaniel, County Manager, presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:24 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-538

Item #: 5- L

Regular BOS Meeting

Date: 05/17/2011

Reporting Period: Clerk of Court's Report for the Month of March 2011

Submitted For: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

Submitted By: Vicki Aguilar, Clerk of the Superior Court

Information

Subject

Clerk of Court Report for the Month of March 2011

Suggested Motion

Approval of the March 2011 monthly departmental activity report submitted by the Clerk of Superior Court.

Attachments

Link: [Clerk of Court March 2011](#)

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
MARCH, 2011**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 4/6/2011 2:53:08 PM

Criteria : From Date : 3/1/2011 To Date : 3/31/2011

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% setaside |
|---|--------------------------------|----------------|--------------------------------------|----------------|-------------------|-----------------|------------------------|------------|-------------|
| Agency Name : | | | | | | | | | |
| | | 618001887 | BANK OF THE WEST - BOND ACCOUNT | | | 1750.00 | | 1750.00 | 0.00 |
| | | 3611165 | CHASE BANK - PAYSON | | | -1750.00 | | -1750.00 | 0.00 |
| | | DCHXFR | DUMMY CHASE TRANSFER ACCT | | | -41974.07 | | -41974.07 | 0.00 |
| Agency Name : ALLOCATION ADJUSTMENT REFUNDS | | | | | | | | | |
| AAR | ALLOCATION ADJUSTMENT REFUNDS | AARA | ALLOCATION ADJUSTMENT REFUND ACCOUNT | | | 118.00 | | 118.00 | 0.00 |
| Agency Name : BANK OF THE WEST | | | | | | | | | |
| BOW | BANK OF THE WEST | DDISBCH | DUMMY DISB CHASE ACCT | | | 41974.07 | | 41974.07 | 0.00 |
| Agency Name : BOND POSTED - THIS COURT | | | | | | | | | |
| ZBND | BOND POSTED - THIS COURT | ZBND | BOND POSTED - THIS COURT | 12565.00 | | | -600.00 | 12565.00 | 0.00 |
| Agency Name : D.A.R.E. PROGRAM | | | | | | | | | |
| ZDARE | D.A.R.E. PROGRAM | ZDARE | D.A.R.E. PROGRAM | 45.00 | | | | 45.00 | 0.00 |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND | | | | | | | | | |
| ZEORF | ELECTED OFFICIALS RETIRE. FUND | ZEORF | ELECTED OFFICIALS RETIRE. FUND | 2661.37 | | | | 2661.37 | 133.07 |
| Agency Name : GILA COUNTY TREASURER | | | | | | | | | |
| ZCNTY | GILA COUNTY TREASURER | ZVAPB | 30% INTERSTATE COMPACT | 19.50 | | | | 19.50 | 0.98 |

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% setaside |
|-------------|-----------------------|----------------|------------------------------------|----------------|-------------------|-----------------|------------------------|------------|-------------|
| ZCNTY | GILA COUNTY TREASURER | ZIAAF | ADMINISTRATIVE INDIGENT ASSESSMENT | 375.00 | | 25.00 | | 400.00 | 0.00 |
| | | ZADR | ALTER. DISPUTE RESOLUTION FUND | 60.79 | | | | 60.79 | 3.04 |
| | | ZATT | ATTORNEY FEE REIMBURSEMENT | 1060.00 | | | | 1060.00 | 0.00 |
| | | ZALTF | AZ LENGTHY TRIAL FUND | 424.83 | | -15.00 | | 409.83 | 20.49 |
| | | ZFEE | BASE FEES (GENERAL FUND) | 5521.36 | | -88.00 | | 5433.36 | 271.67 |
| | | ZFINE | BASE FINES | 6849.77 | | | | 6849.77 | 342.49 |
| | | ZFORF | BOND FORFEITURES | | | | 600.00 | 0.00 | 30.00 |
| | | ZCIEF | CHILDREN ISSUES EDUC FUND | 565.19 | | | | 565.19 | 28.26 |
| | | ZCEF | CLEAN ELECTIONS FUND | 810.24 | | | | 810.24 | 0.00 |
| | | ZCIF | CONFIDENTIAL INTERMEDIARY FUND | 43.76 | | | | 43.76 | 2.19 |
| | | ZJDET | COUNTY JUV DETENTION | 756.15 | | | | 756.15 | 37.81 |
| | | ZCLLF | COUNTY LAW LIBRARY FUND | 2661.23 | | | | 2661.23 | 133.06 |
| | | ZCJEF | CRIMINAL JUSTICE ENHANCE FUND | 4492.80 | | | | 4492.80 | 224.64 |
| | | ZDNAS | DNA STATE SURCHARGE | 347.41 | | | | 347.41 | 17.37 |
| | | ZDS | DOCUMENT STOR. & RETRIEVAL FND | 1450.54 | | -15.00 | | 1435.54 | 71.78 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% setaside |
|-------------|-----------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|-------------|
| ZCNTY | GILA COUNTY TREASURER | ZDVCA | DOM. VIOL.-CHLD ABUSE PREV FND | 335.35 | | | | 335.35 | 16.77 |
| | | ZDREF | DOMESTIC RELATIONS EDUCATION | 152.79 | | | | 152.79 | 7.64 |
| | | ZDVSF | DOMESTIC VIOLENCE SHELTER FUND | 1543.05 | | | | 1543.05 | 77.15 |
| | | ZDECJ | DRUG & GANG ENFORCEMENT FINES | 5013.16 | | | | 5013.16 | 250.66 |
| | | ZDGEF | DRUG & GANG ENFORCEMENT FUND | 227.28 | | | | 227.28 | 11.36 |
| | | ZDCRT | DRUG COURT FEE FUND | 320.00 | | | | 320.00 | 16.00 |
| | | ZDUIA | DUI ABATEMENT FUND | 85.00 | | | | 85.00 | 4.25 |
| | | ZCSVF | EXPEDITED CHILD SUPPORT AND | 504.16 | | | | 504.16 | 25.21 |
| | | ZWITN | EXPERT WITNESS FUND | 660.00 | | | | 660.00 | 0.00 |
| | | ZEXAP | EXTRA ADULT PROBATION ASMNT | 3511.13 | | | | 3511.13 | 175.56 |
| | | ZEXJU | EXTRA JUV PROBATION ASMNT | 420.21 | | | | 420.21 | 21.01 |
| | | ZEXT | EXTRADITION REIMBURSEMENT | 1062.47 | | | | 1062.47 | 0.00 |
| | | ZFTGS | FILL-THE-GAP SURCHARGE (7%) | 566.09 | | | | 566.09 | 28.30 |
| | | ZCC | GEN JURIS CONCILIATION COURT | 1545.94 | | | | 1545.94 | 77.30 |
| | | ZGCAT | GILA COUNTY ATTORNEY - 60% | 9009.55 | | 75.00 | | 9084.55 | 0.00 |

Anita Escobedo, Clerk of the Court

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Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% setaside |
|-------------|-----------------------|----------------|---------------------------------------|----------------|-------------------|-----------------|------------------------|------------|-------------|
| ZCNTY | GILA COUNTY TREASURER | ZGCLK | GILA COUNTY CLERK OF THE COURT - 10% | 1501.59 | | 12.50 | | 1514.09 | 0.00 |
| | | ZGCSC | GILA COUNTY SUPERIOR COURT - 30% | 4504.79 | | 37.50 | | 4542.29 | 0.00 |
| | | ZJF | JAIL (INCARCERATION) FEES | 4.14 | | | | 4.14 | 0.00 |
| | | ZJCLF | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | 1306.45 | | | | 1306.45 | 65.32 |
| | | ZJCSF | JUDIC. COLLECT. ENHANCE. FUND - STATE | 2969.22 | | | | 2969.22 | 148.46 |
| | | ZJCL | JUDICIAL COLLECT ENHANCE FUND - LOCAL | 267.62 | | | | 267.62 | 0.00 |
| | | ZJCS | JUDICIAL COLLECT ENHANCE FUND - STATE | 500.45 | | | | 500.45 | 0.00 |
| | | ZJS | JUVENILE PROBATION SERV FEES | 3143.53 | | | | 3143.53 | 157.18 |
| | | ZMSEF | MEDICAL SERVICES ENHANCE FUND | 1107.85 | | | | 1107.85 | 55.39 |
| | | ZMISC | MISCELLANEOUS FEES | 62.78 | | | | 62.78 | 3.14 |
| | | ZPP | PASSPORT APPLICATION FEES | 1050.00 | | | | 1050.00 | 52.50 |
| | | ZPCOF | PRISON CONSTRUCTION AND | 1952.29 | | | | 1952.29 | 97.61 |
| | | ZPRS6 | PROB SURCH 2006 | 125.65 | | | | 125.65 | 6.28 |

Anita Escobedo, Clerk of the Court
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 Globe, AZ 85501



Summary Allocation by Agency Report

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|---|--------------------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|-------------|
| ZCNTY | GILA COUNTY TREASURER | ZPBA | PROBATION FEE ADULT | 18441.59 | | -150.00 | | 18291.59 | 914.58 |
| | | ZPRSU | PROBATION SURCHARGE (\$5.00) | 17.67 | | | | 17.67 | 0.88 |
| | | ZPUBZ | PUBLIC DEFENDER FEES | 428.33 | | | | 428.33 | 0.00 |
| | | ZPSEF | PUBLIC SAFETY EQUIPMENT FUND | 345.00 | | | | 345.00 | 0.00 |
| | | ZSMEN | SPOUSAL MAINTENANCE FUND | 108.91 | | | | 108.91 | 5.45 |
| | | ZSTAT | STATE TREASURER - GENERAL FUND | 1170.33 | | | | 1170.33 | 58.52 |
| | | ZVAF | VICTIMS ASSISTANCE FUND | 45.50 | | | | 45.50 | 2.28 |
| | | ZVRIF | VICTIMS RIGHTS IMPLEMENTATION | 223.00 | | | | 223.00 | 11.15 |
| | | ZGFDU | XTRA DUI ASSMT | 57.40 | | | | 57.40 | 2.87 |
| | | ZPRS9 | ZPRS9 | 145.00 | | | | 145.00 | 7.25 |
| Agency Name : JUVENILE FAMILY COUNSELING FEE | | | | | | | | | |
| ZJFC | JUVENILE FAMILY COUNSELING FEE | ZJFC | JUVENILE FAMILY COUNSELING FEE | 50.00 | | | | 50.00 | 2.50 |
| Agency Name : MISCELLANEOUS - TRUST | | | | | | | | | |
| ZMIST | MISCELLANEOUS - TRUST | ZMIST | MISCELLANEOUS - TRUST | 24.00 | | | | 24.00 | 0.00 |

Anita Escobedo, Clerk of the Court
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Summary Allocation by Agency Report

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|----------------------------------|-------------|----------------|-----------------|------------------|-------------------|-----------------|------------------------|---------------------|-------------|
| Agency Name : RESTITUTION | | | | | | | | | |
| ZREST | RESTITUTION | ZREST | RESTITUTION | 24781.24 | | | | 24781.24 | 0.00 |
| | | | Total: | 130000.45 | | 0.00 | 0.00 | 130000.45 | |
| | | | | | | | BOND FORFEITURE | +600.00 | |
| | | | | | | | | <u>\$130,600.45</u> | |
| | | | | | | | LESS SHADED AREAS: | <u>-40,244.61</u> | |
| | | | | | | | | <u>\$ 90,355.84</u> | |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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STATE OF ARIZONA)
) ss:
County of Gila)

**ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for
the County of Gila, and that the annexed and foregoing report contains a true and
correct statement of all fees collected by her in the office of said Clerk during the
month of MARCH, 2011.**



**ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona**

SUBSCRIBED AND SWORN to before me this 12TH day of APRIL, 2011.



Deputy

ARF-534

Item #: 5- M

Regular BOS Meeting

Date: 05/17/2011

Reporting Period: Human Resources reports for the weeks of 05/10/11 and 05/17/11

Submitted For: Erica Raymond, Human Resources Assistant

Submitted By: Erica Raymond, Human Resources

Information

Subject

Human Resources reports for the weeks of May 10, 2011, and May 17, 2011

Suggested Motion

Approval of the Human Resources reports for the weeks of May 10, 2011, and May 17, 2011.

Attachments

Link: [05/10/11 Human Resources Agenda](#)

Link: [05/17/11 Human Resources Agenda](#)

HUMAN RESOURCES ACTION ITEMS
MAY 10, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Dorothy A. Koshinski – Clerk of the Superior Court – Courtroom Clerk – 05/06/11 – General Fund – DOH 01/23/06 – Retirement
2. Kimberley Gissendanner – Community Services – Career and Employment Specialist – 04/21/11 – Various Funds – DOH 04/20/09 – Resignation

END OF PROBATIONARY PERIOD:

3. Gaylynn Quintana – County Attorney’s Office – Legal Secretary Sr. – 05/06/11 – Diversion Program Fund

DEPARTMENTAL TRANSFERS:

4. Brenda Cova – Probation – From Administrative Clerk – To Administrative Clerk Sr. – 05/09/11 – State Aid Enhancement Fund

POSITION REVIEW:

5. Catherine Levario – Public Works – Solid Waste Services Worker – 04/08/11 – Correction to fund code

REQUEST PERMISSION TO POST:

6. Public Works – Road Maintenance/Equipment Operator – Vacated by John Jackson

HUMAN RESOURCES ACTION ITEMS
MAY 17, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Gary H. Lopez – Community Services – Community Services Worker – 05/03/11
– GEST Fund – DOH 08/16/10 – Resignation

HIRES TO COUNTY SERVICE:

2. Jessica Johnson – Probation – Juvenile Detention Shift Supervisor – 05/23/11 –
General Fund – Replacing Karen Eylicio

TEMPORARY HIRES TO COUNTY SERVICE:

3. Denise M. Barajas – Board of Supervisors – Temporary Laborer – 05/31/11 –
Constituent Services II Fund
4. Randy Woodie – Board of Supervisors – Temporary Laborer – 05/03/11 –
Constituent Services III Fund

END PROBATIONARY PERIOD:

5. David Hom – Public Works – Building Maintenance Supervisor – 05/23/11 –
Facilities Management Fund

REQUEST PERMISSION TO POST:

6. Public Works – Road Maintenance/Equipment Operator – Vacated by Robert
Whittle

SHERIFF'S PERSONNEL ACTION ITEMS

HIRE TO COUNTY SERVICE:

7. Lynn Edward Durst – Sheriff's Office – Detention Officer – 05/23/11 – General
Fund