

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:

1 Call to Order - Pledge of Allegiance – Invocation

2 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of a Service Agreement between the Humane Society of Central Arizona, Inc. and Gila County for impound services at a cost of \$2,600 per month for the period July 1, 2009, through June 30, 2012.
- B Approval of a FY2012 Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office to provide for continued boating safety patrol by Sheriff's deputies on Roosevelt Lake for the period July 1, 2011, to June 30, 2012.
- C Approval of Extension of Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services from July 1, 2011, for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.
- D Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$178.32 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$178.32 per month for 36 months totaling \$6,419.52 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Roosevelt Sub-Station, and the contracts will become effective upon County receipt of equipment.
- E Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P2 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$137.29 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$137.29 per month for 36 months totaling \$4,942.44 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Control Room, and the contracts will become effective upon County receipt of equipment.

- F Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$154.81 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$154.81 per month for 36 months totaling \$5,573.16 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Payson Jail, and the contracts will become effective upon County receipt of equipment.
- G Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$154.53 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$154.53 per month for 36 months totaling \$5,563.08 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.
- H Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci Solution Color Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$277.41 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$277.41 per month for 36 months totaling \$9,986.76 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.009 B&W and \$0.0450 Color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.
- I Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$140.83 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$140.83 per month for 36 months totaling \$5,069.88 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Task Force, and the contracts will become effective upon County receipt of equipment.

- J Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci color copier: 1) an SLG Commercial Pricing Agreement at a cost of \$294.35 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$294.35 per month for 36 months totaling \$10,596.60 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.009 B&W and \$0.0450 color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Payson) and the contracts will become effective upon County receipt of equipment.
- K Approval of the May 2011 monthly departmental activity report submitted by the Recorder's Office.
- L Approval of the May 2011 montly departmental activity report submitted by the Globe Regional Justice of the Peace.
- M Approval of the Human Resources report for the week of July 5, 2011.
- N Approval of finance reports/demands/transfers for the week of July 5, 2011.
- 3 **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.
- 4 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-354
Regular BOS Meeting
Date: 07/05/2011

Consent Agenda Item Item #: 2- A

Submitted For: Jendean Sartain, Deputy Director of Health Services
Submitted By: Jendean Sartain, Health & Emergency Services
Department: Health & Emergency Services Division Division: Health Services
Fiscal Year: 2010-2011 Budgeted?: Yes
Contract Dates 7-1-2009 to 6-30-2012
Begin & End:
Grant?: No
Matching Yes Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Service Agreement with Humane Society of Central Arizona, Inc. (Payson)

Background Information

This agreement has been in existence for many years. The purpose of this agreement is to allow animals that have been captured by Rabies Control officers in Payson and the surrounding areas to be impounded by the Humane Society of Central Arizona. In doing so, this keeps the animals close to their owners. If this agreement were not in existence the animals would have to be transported to Globe and impounded at the Rabies Control shelter. If the owners were unable to travel to Globe to claim their animals, the animals would have to be put up for adoption or euthanized. In accordance to this agreement, animals left after the 3 working day period are the property of the Humane Society. Animals which need to be quarantined in excess of 10 days, will be quarantined in a location other than the Humane Society. Quarantines for 10 days will be charged \$100.00 to the owner and the shelter will keep the total fee. All impound fees are to be kept by the Humane Society.

Evaluation

It is important for the Board of Supervisors to approve this agreement for impound services between the Humane Society of Central Arizona, Inc. and Gila County so that dogs captured in Payson and surrounding areas will remain close to their owners, thus giving them a better chance of a return to their owner.

Conclusion

By the Board of Supervisors approving the Service Agreement for Impound Services between the Humane Society of Central Arizona, Inc. and Gila County, animals captured in Payson and surrounding areas will remain close to their owners reducing the occurrence of adoptions and euthanasias if the owners were not able to travel to Globe to claim their animals.

Gila County will be billed each month for the monthly base fee of \$2,600. Payment will be due in 30 calendar days. The fee will be pre-billed one month in advance by the Humane Society of Central Arizona, Inc. and pre-paid by Gila County. This contract will be in effect from July 1, 2009, through June 30, 2012.

Recommendation

The Director of the Gila County Division of Health & Emergency Services recommends that the Board of Supervisors approve this Service Agreement.

Suggested Motion

Approval of a Service Agreement between the Humane Society of Central Arizona, Inc. and Gila County for impound services at a cost of \$2,600 per month for the period July 1, 2009, through June 30, 2012.

Attachments

Link: [Lease agreement with Humane Society of Central Arizona](#)

GILA COUNTY

SERVICE AGREEMENT

This agreement is entered into by and between Humane Society of Central Arizona, Inc., hereinafter referred to as Contractor, and Gila County. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall use the Grant Award for the purpose(s) awarded as set forth below. All rights and obligations of the parties shall be governed by the terms of this Agreement as set forth herein.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties' hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Gila County, or Contractor in any State or Federal Court.

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Notice to Contractor: Humane Society of Central Arizona, Inc. Phone: 928-474-5590
Address: 812 S. McLane, Payson, AZ 85541

Notice to Gila County: Matt Bolinger, M.D., Director, c/o Gila County Division of Health and Emergency Services, Phone: 928-402-8767
Address: 5515 S. Apache Avenue, Suite 100, Globe, AZ 85501

IN WITNESS WHEREOF, the parties enter into this Agreement:

Contractor:

By Bill Enlund
Signature

Bill Enlund, President
Typed Name and Title

06/02/2011
Date

GILA COUNTY BOARD OF SUPERVISORS:

By _____
Signature

Michael A. Pastor, Chairman, Gila County Board of Supervisors
Typed Name and Title

Date

This agreement has been reviewed pursuant to Section 11-251 et. Seq., Arizona Revised Statutes by the County Attorney who has determined that it is proper in form and is within the power and authority granted under the laws of the State of Arizona.

By _____
Signature

Bryan B. Chambers, Chief Deputy, Gila County Attorney's Office
Typed Name and Title

Date

GENERAL PROVISIONS

1. GENERAL REQUIREMENTS

- A. The terms of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Gila County.

2. AMENDMENTS

All Amendments to this Contract must be in writing and signed by both parties.

3. ASSIGNMENT/SUBCONTRACTING

No right, liability, obligation or duty under this Contract can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Gila County Board of Supervisors.

4. DEFAULT

Gila County may suspend, terminate, or modify this Contract immediately upon written notice to Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

5. TERMINATION

- A. Either party may terminate this Contract at any time, with thirty (30) days notice in writing to the other party (unless terminated by Gila County under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

6. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7. NON-LIABILITY

Gila County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

8. INDEMNITY

The Contractor agrees to indemnify, hold harmless, and defend Gila County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees, from and against any and all claims, damages, costs or expenses of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts enduring to the benefit of the above named entities.

9. TECHNICAL ASSISTANCE

The County shall provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations, and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance and in accordance with the terms of this Contract.

10. OFFICIALS NOT TO BENEFIT

No member of Gila County, the Arizona State Legislature, or member of or delegate to Congress, or a resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

11. PROHIBITION OF LOBBYING

The Contractor agrees that Contractor's employees or agents shall not utilize any Federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

12. RELIGIOUS ACTIVITIES

The Contractor agrees that costs, planned or claimed, including costs endured by any Subcontractor shall not include any expense for any religious activity or for any religious organization.

13. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by Gila County or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

14. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty Gila County shall have the right to annul this Contract without liability.

15. CONTRACT COMPLIANCE MONITORING

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

16. MINIMUM WAGE REQUIREMENTS

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6 (a) (1) of the Fair Labor Standards Act of 1938, as amended if Contractor has any such employees.

17. RECOGNITION OF COUNTY SUPPORT

The Contractor agrees to give recognition to the County and the funding source of its support when the Contractor publishes material or releases public information which is paid for totally or in part with funds received by the Contractor under the terms of this Contract.

18. NON-DISCRIMINATION

The Contractor in connection with any service or other activity under this Contract shall not in any way otherwise discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts enduring to the benefit of the Contractor or the County.

19. FINANCIAL MANAGEMENT

The Contractor shall either establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. This bank account will be a non-interest bearing account. Any interest earned must be disposed of in a manner specified by the County in accord with applicable State and Federal regulations. If a separate bank account is established, the Contractor will provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used it must meet generally accepted accounting principles.

20. RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for four (4) years after final payment or until after the resolution of any audit questions which could be more than four (4) years, whichever is longer, and the County, Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. LEGAL ARIZONA WORKERS ACT COMPLIANCE

The Humane Society of Central Arizona hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Humane Society of Central Arizona's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Humane Society of Central Arizona shall

further ensure that each subcontractor who performs any work for Humane Society of Central Arizona 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 Humane Society of Central Arizona and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Humane Society of Central Arizona'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 Humane Society of Central Arizona 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, Humane Society of Central Arizona shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontractor or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Humane Society of Central Arizona shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontractor 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 book 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 Humane Society of Central Arizona.

Anti-Terrorism Warranty

Pursuant to A.R.S. § 35-397 the Humane Society of Central Arizona 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.

SPECIAL PROVISIONS

1. All Gila County Rabies Control Officers will check in at the Humane Society of Central Arizona Shelter Office upon arrival. However, it is not necessary to call the shelter manager after hours.
2. Gila County Rabies Control Officers, when on Humane Society of Central Arizona property, will follow the shelter's policies. Officers are also expected to work with the Shelter manager.
3. Gila County Rabies Control Officers will conduct themselves in a professional and respectful manner towards animals, staff, volunteers and visitors while conducting business at the Humane Society of Central Arizona Shelter.
4. Animals left after the 3 working day period, are the property of Humane Society of Central Arizona and will be treated the same as any other Humane Society of Central Arizona animal.
5. All county impounded animals will receive the same medical care, daily board provisions and staff care as Humane Society of Central Arizona animals. Modification as follows: County impounded animals will receive a check up 4 times a year by a Veterinarian at the shelter. If an animal requires immediate medical attention, it will be taken to the Veterinarian's office.
6. One cage will be kept available for Gila County use during staff off hours.
7. An unlimited number of animals will be accepted by the Humane Society of Central Arizona from the Gila County Rabies Control Officers.
8. Animals which need to be quarantined in excess of 10 days will be quarantined in a location other than the Payson Humane Society.
9. Quarantines, for 10 days, will be charged \$100.00 to the owner and the Shelter will keep the total fee.
10. All impound fees are to be kept by the Humane Society of Central Arizona.
11. Gila County will be billed each month for the monthly base fee of \$2600.00. Payment will be due in 30 calendar days. The fee will be pre-billed one month in advance by the Humane Society of Central Arizona and pre-paid by Gila County.
12. The above listed terms will be in effect from July 1, 2009 to June 30, 2012.
13. Any disputes which arise and cannot be settled between Gila County and the Humane Society of Central Arizona will be settled by a neutral third party arbiter.
14. This agreement is subject to the cancellation provision of A.R.S. § 38-511.

ARF-665

Consent Agenda Item Item #: 2- B

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Claudia DalMolin, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: 2012 Budgeted?: No

Contract Dates July 1, 2011 to June 30, 2012

Begin & End:

Grant?: No

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

FY 2012 Intergovernmental Agreement between the AZ Fish and Game Commission and the Gila County Sheriff's Office

Background Information

Pursuant to its authority under A.R.S. 5-311(A)(7), the Commission shall direct the Arizona Game and Fish Department to:

a: provide funding to the Gila County Sheriff's Office in the amount of \$146,000 for the sole purpose of supporting those recreational boating law enforcement activities set forth in paragraph (b) below.

b: funding shall be provided solely to ensure emergency medical services (EMS) and critical incident response capabilities to include the following eligible recreational boating safety law enforcement activities:

- i. Regular salary or straight time for officers, phlebotomists, medical support units or transport officers while working watercraft details and patrols.
- ii. Overtime for officers, phlebotomists, medical units or transport officers while working watercraft details and patrols.
- iii. Watercraft patrol boat maintenance.
- iv. Associated boating safety enforcement equipment maintenance.

Obligations of Gila County Sheriff's Office. The Gila County Sheriff's Office shall use funds provided under this Agreement solely for the purposes set forth in paragraph (b) above and for no other purpose. The Gila County Sheriff's Office will use the \$146,000 for regular salaries for the boating safety deputies.

Evaluation

FY 2010/2011 AZ Game and Fish provided the Gila County Sheriff's Office with \$110,000 to provide adequate boating safety on Roosevelt Lake. FY 2012 AZ Game and Fish has committed to \$146,000.

Conclusion

The Gila County Sheriff's Office will utilize these funds in the amount of \$146,000 to provide salaries for the boating deputies on Roosevelt Lake.

Recommendation

The Gila County Sheriff's Office requests the Gila County Board of Supervisors' approval for the renewal of this Intergovernmental Agreement with AZ Game and Fish Commission.

Suggested Motion

Approval of a FY2012 Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office to provide for continued boating safety patrol by Sheriff's deputies on Roosevelt Lake for the period July 1, 2011, to June 30, 2012.

Attachments

Link: [IGA AZ Game and Fish](#)

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND
GILA COUNTY SHERIFF'S OFFICE

Pursuant to A.R.S. § 11-951, *et seq.*, this Intergovernmental Agreement ("Agreement") is made this ____ day of October, 2010, between the State of Arizona, by and through the Arizona Game and Fish Commission ("Commission") and Gila County Sheriff's Office (collectively "Parties" and singularly "Party").

WHEREAS the Commission has statewide responsibility for administering the watercraft law enforcement and recreational boating safety programs on the state level;

WHEREAS, the Gila County Sheriff's Office has primary responsibility for recreational boating safety and related enforcement on navigational waterways within Gila County, specifically Roosevelt Lake;

WHEREAS, the Parties desire to provide effective and adequate enforcement of laws relating to recreational boating safety on Arizona's waterways; and

WHEREAS, the Commission has authority under A.R.S. § 5-311(A)(7), to make agreements with other entities for recreational boating safety and related law enforcement;

WHEREAS, the Gila County Sheriff's Office; John R. Armer, Gila County Sheriff has authority under A.R.S. § 11-441, 11-951 *et seq.*, and A.R.S. § 5-391 to enter into this agreement with public agencies for recreational boating safety and related law enforcement pursuant to A.R.S. § 11-952; and

WHEREAS, this Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law;

NOW, THEREFORE, the Parties agree to provide effective and adequate recreational boating safety and related law enforcement on Arizona's waterways as follows:

1. Obligations of the Commission. Pursuant to its authority under A.R.S. § 5-311(A)(7), the Commission shall direct the Arizona Game and Fish Department ("Department") to:
 - A. Provide funding to the Gila County Sheriff's Office in the amount of **\$110,000** for the sole purpose of supporting those recreational boating law enforcement activities set forth in paragraph 1(B) below.
 - B. Funding shall be provided solely to ensure emergency medical services (EMS) and critical incident response capabilities to include the following eligible recreational boating safety law enforcement activities:
 - i. Regular salary or straight time for officers, phlebotomists, medical support units or transport officers while working watercraft details and patrols.
 - ii. Overtime for officers, phlebotomists, medical units or transport officers while working watercraft details and patrols.
 - iii. Watercraft patrol boat maintenance.
 - iv. Associated boating safety enforcement equipment maintenance.

2. Obligations of Gila County Sheriff's Office. The Gila County Sheriff's Office shall:
 - A Use funds provided under this Agreement solely for the purposes set forth in paragraph 1(B) above and for no other purpose.

3. Termination Generally. Gila County Sheriff's Office may terminate this Agreement upon thirty (30) days written notice to the Department. Upon such termination, the Parties agree that Gila County Sheriff's Office shall return to the Department all unspent monies deposited for use under this Agreement.

4. Termination for Unauthorized Use of Funds. If Gila County Sheriff's Office uses any funds received under this Agreement for purposes not authorized in paragraph 1(B) above, then the Parties agree that the Commission at its sole discretion may immediately terminate this Agreement by providing written notice to Gila County Sheriff's Office. Upon such termination, the Parties agree that Gila County Sheriff's Office shall immediately return to the Department (1) any and all unspent funds provided under this Agreement, **and** (2) any and all funds provided under this Agreement that were used for purposes not authorized in paragraph 1(B) above.

5. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 - A. For the Commission or the Department:
Kevin Bergersen, Boating Law Administrator
5000 W Carefree Highway
Phoenix, Arizona 85086

 - B. For Gila County Sheriff's Office:
Claudia J. DalMolin, Bureau Commander
1100 South Street
Globe, AZ 85501
P.O. Box 311
Globe, AZ 85502

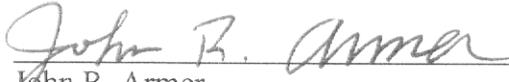
6. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

7. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

8. Effective Date and Duration. This Agreement shall not become effective until signed by all Parties hereto and filed with the Arizona Secretary of State. This Agreement shall expire on September 30, 2011. The Parties agree that Gila County Sheriff's Office shall immediately return any and all unspent funds to the Department upon expiration of this Agreement.
9. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
10. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
11. Termination for Non-Availability of Funds. In addition to the Commission's termination rights as set forth above, every payment obligation of the Commission under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funding for this Agreement becomes unavailable, then this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Commission shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
12. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
13. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the parties and filed with the Arizona Secretary of State.
15. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
16. Illegal Immigration: The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

GILA COUNTY SHERIFF'S OFFICE



John R. Armer
Gila County Sheriff

[Date]

ARIZONA GAME AND FISH COMMISSION



Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

10-13-10

[Date]

Approved as to form:

Attest:

Bryan B. Chambers
Chief Deputy County Attorney

Steve L. Besich Don McDaniel
County Clerk / Manager



James Odenkirk
Arizona Attorney General's Office

Board of Supervisor, Chair

ARF-662

Consent Agenda Item Item #: 2- C

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Linda Rodriguez, County Manager

Department: County Manager

Presenter's Name:

Information

Request/Subject

Extension of Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services

Background Information

Gila County Board of Supervisors (BOS) approved an Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency (RTC) Services for FY 2010-2011.

The Gila County BOS also designated Yavapai County RTC as Gila County's primary competency restoration program effective June 1, 2010, by Resolution No. 10-09-02.

Extension of IGA between Yavapai County and Gila County for Restoration to Competency Services extends the IGA from July 1, 2011, for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

Evaluation

Yavapai County currently contracts with Wexford Health Sources for RTC services within Yavapai County's Adult Jail Facilities and has bed space sufficient to accept Gila County's Rule 11 inmates. The cost to Gila County to contract with Yavapai County will remain the same (\$350 for the first day and \$250 for each day thereafter). Some additional costs may arise for non-formulary mediations, Court testimony, etc.

Conclusion

Extension of IGA between Yavapai County and Gila County for Restoration to Competency Services extends from July 1, 2011, for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

Recommendation

The recommendation of staff is to approve the Extension of the IGA between Yavapai County and Gila County for Restoration to Competency Services.

Suggested Motion

Approval of Extension of Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services from July 1, 2011, for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

Attachments

Link: [Extension of IGA with Yavapai Cty for RTC Services](#)

Link: [Resolution No. 10-09-02 for RTC Program](#)

Link: [IGA between Yavapai and Gila for RTC Services](#)

Link: [Gila RTC Order 2012](#)

When recorded deliver to:

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



CAPTION HEADING:

**Extension of Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

DO NOT REMOVE

This is part of the official document

**Extension of Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

WHEREAS on approximately October 4, 2010 Yavapai County (“Provider”) and Gila County (“Client”) have entered into an Intergovernmental Agreement (IGA) where Yavapai County will provide Restoration to Competency Services to Gila County, and

WHEREAS, under the terms of the IGA it will expire on June 30, 2010, and

WHEREAS under the terms of said IGA the parties may agree to extend the IGA for an additional term of 1 year, and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency services for an additional year,

NOW, THEREFORE, The Parties, pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services his hereby extended from July 1, 2011 for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

PROVIDER:

CLIENT:

Date _____, 20____

Date _____, 20____

Chairman
Board of Supervisors

Chairman
Board of Supervisors

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Determinations of Counsel

The foregoing Intergovernmental Agreement between Provider and Client has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PROVIDER:

CLIENT

Deputy County Attorney

Deputy County Attorney

when recorded,
return to:
Marian Sheppard, BOS
(9/7/10 #3D)



RESOLUTION NO. 10-09-02

RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO DESIGNATE A COMPETENCY RESTORATION PROGRAM PURSUANT TO A.R.S. §13-4512(A).

WHEREAS, Gila County is fiscally responsible for in-custody services to restore criminal defendants to competency to stand trial; and,

WHEREAS, pursuant to A.R.S. §13-4512(A) the Gila County Board of Supervisors is authorized to designate a competency restoration treatment program for Gila County criminal defendants in need of restoration treatment; and,

WHEREAS, pursuant to A.R.S. §13-4512(C) the Gila County Board of Supervisors may enter into contracts with in-custody competency restoration treatment providers; and,

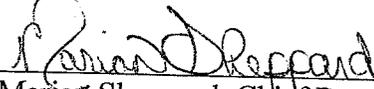
WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,

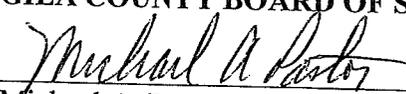
WHEREAS, the Gila County Board of Supervisors has, pursuant to A.R.S. §13-4512(C), considered and approved an inter-governmental agreement with Yavapai County, Arizona, wherein Yavapai County RTC will provide competency restoration treatment for Gila County criminal defendants.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby designates Yavapai County RTC as Gila County's primary competency restoration program, effective June 1, 2010.

PASSED AND ADOPTED this 7th day of Sept., 2010, at Globe, Gila County, Arizona.

ATTEST:


Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(09/07/10 #3D)**



CAPTION HEADING:

**Intergovernmental Agreement
Between
Gila County
and
Yavapai County
(For Restoration to Competency Services)**

DO NOT REMOVE

This is part of the official document

[Handwritten Signature] DEPUTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY AND GILA COUNTY
FOR
RESTORATION TO COMPETENCY SERVICES**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS:

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT:

- A. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF).
- B. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will



[Yavapai/Gila - RTC]

be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

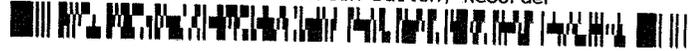
The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment



[Yavapai/Gila – RTC]

proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

- C. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

[Yavapai/Gila - RTC]

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the

[Yavapai/Gila – RTC]

following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

- D. **Term.** The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
- E. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- F. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
- G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

[Yavapai/Gila - RTC]

1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
3. Professional liability insurance in the amount of \$1,000,000.00 if this Contract involves Professional services
4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

- H. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
- I. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- J. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- K. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.



[Yavapai/Gila - RTC]

- L. **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.
- M. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
- N. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- O. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- P. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- Q. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- R. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/
Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

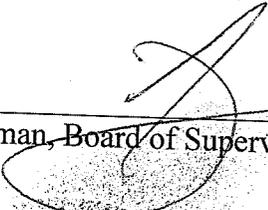
County Administrator/
Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

[Yavapai/Gila - RTC]

S. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

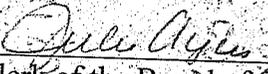
APPROVALS:

YAVAPAI COUNTY



Chairman, Board of Supervisors 10/4/10
Date

ATTEST:



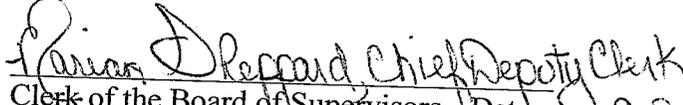
Clerk of the Board of Supervisors 10/4/10
Date

GILA COUNTY



Chairman, Board of Supervisors 9/7/10
Date

ATTEST:

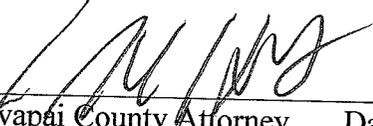


Chief Deputy Clerk
Clerk of the Board of Supervisors 9-7-10
Date

DETERMINATIONS OF COUNSEL:

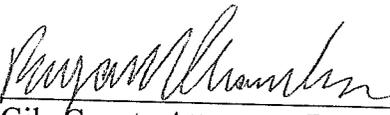
The foregoing Intergovernmental Agreement between Yavapai County and Gila County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

YAVAPAI COUNTY



Yavapai County Attorney 9/22/10
Date

GILA COUNTY



Gila County Attorney 9-7-2010
Date

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

DIVISION

HON.

By:, Judicial Assistant

CASE NUMBER:

Date:

COUNSEL:

STATE OF ARIZONA

Deputy Gila County Attorney

(Plaintiff)

(For Plaintiff)

vs.

(Defendant)

(For Defendant)

**ORDER FOR COMMITMENT TO YAVAPAI COUNTY
RESTORATION TO COMPETENCY PROGRAM**

The parties have stipulated the issue of Defendant's competency may be determined based upon the Courts review of the reports of the mental health experts who have examined the defendant. Based upon a review of the experts' reports:

THE COURT FINDS the Defendant is presently incompetent to participate in further proceedings in these cases;

THE COURT FURTHER FINDS that it is likely the Defendant can be restored to competency within 15 months pursuant to A.R.S. §13-4510(C);

THE COURT FURTHER FINDS pursuant to ARS §13-4511 and 13-4512, the Defendant is incompetent to accept treatment and to refuse treatment, including medication, and should be subject to involuntary treatment pursuant to A.R.S. §§13-4511 and 13-4512(E) and is not competent to understand or waive confidentiality;

THE COURT FURTHER FINDS that the Gila County Board of Supervisors has designated the Yavapai County Restoration to Competency Program as the Gila County competency restoration program pursuant to A.R.S. §13-4512(A);

NOW, THEREFORE, IT IS ORDERED that the Defendant is hereby committed to the Yavapai County Restoration to Competency Program to receive services necessary (as defined by the "Individualized Restoration Plan") to restore the defendant's competency.

IT IS FURTHER ORDERED that the medical staff of the facility in which the defendant is being restored or otherwise housed shall administer prescribed medication as necessary pursuant to A.R.S. §§13-4511 and 13-4514(D) during the pendency of this action.

IT IS FURTHER ORDERED that upon notification of approval for admission of the Defendant by the Yavapai County Restoration to Competency Program, the Gila County Sheriff shall transport the Defendant to the Yavapai County Restoration to Competency Program c/o Yavapai County Adult Detention Center, Camp Verde Arizona. The Clerk of the Court shall deliver copies of the evaluation reports to the Yavapai County Restoration to Competency Program.

IT IS FURTHER ORDERED The Yavapai County Restoration to Competency Program shall submit a written report to the Court 60 days from the date of admission, and every 60 days thereafter, stating the defendant's progress and prognosis, unless prior to that date it is concluded that competency has been restored or that there is no substantial probability that the defendant will be restored to competency within 15 months, in which case the Yavapai County Restoration to Competency Program shall immediately report to this Court in writing their conclusion.

DATED this ____ day of April, 2010.

Superior Court Judge

cc: Gila County Sheriff/Jail – Transport (Fax # _____)
Yavapai County Restoration to Competency Program (Fax # 928-567-7744)

ARF-656

Consent Agenda Item Item #: 2- D

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for S.O. Roosevelt Substation

Background Information

The Gila County S.O. Roosevelt Substation currently has a Panasonic DP-8035 Copier. The lease agreement will end on July 2011.

Evaluation

Due to the age of the copier the S.O. Roosevelt Substation is trying to avoid downtime in the office by upgrading to new copiers.

Conclusion

By using the Mohave Contract the S.O. Roosevelt Substation will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-420i Solution P1 Copier using the Mohave Contract 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$178.32 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$178.32 per month for 36 months totaling \$6,419.52 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Roosevelt Sub-Station, and the contracts will become effective upon County receipt of equipment.

Attachments

Link: Mohave Contract 10I-KMAI-0127

Link: SLG Commercial Pricing/Amendment

Link: Sales Order & Maintenance Agreement

Link: Post Signature Justification



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMAI-0127

Congratulations. Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division

c/o Local Authorized Dealer (insert name)

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Telephone: (973) 461-4297 or (973) 808-8444

E-mail: NAT_orders@kyoceramita.com

DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog.

Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



At an impressive 42 ppm the TASKalfa 420i combines unique long life technology and a robust array of features, such as full color scanning and USB print-from and scan-to functionality. Designed to meet your specific document imaging requirements, the HyPAS-enabled TASKalfa 420i seamlessly integrates with widely accepted software applications and operates in virtually any environment. Engineered with innovative product features and proven reliability, the Kyocera TASKalfa 420i will revolutionize your copier environment

TASKalfa 420i DIGITAL COPIER/PRINTER

SPECIFICATIONS AT A GLANCE

- Functions: Standard Print/Copy/Color Scan/Optional Fax/Fax Network
- Speed: 42 PPM
- Max Monthly Duty Cycle: 150,000 Pages per Month
- Resolution: 600 x 600 dpi
- Memory/Hard Disk Drive: 2 GB RAM.160 B Hard Disk Drive
- Standard Paper Supply: 500 x 2, 200 Sheet MPT
- Max Paper Size: 11" x 17"
- Max Paper Weight: Up to 110 lb. Index
- Original Size: 11" x 17"
- Duplexing: Standard

■ TASKALFA 420i SOLUTIONS

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 2,708.00
Original Holder	Platen Cover	117.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 10,247.00	\$ 2,708.00
Solution TASKalfa 420iP.25			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,271.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,490.00	\$ 3,271.00
Solution TASKalfa 420iP.5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,713.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 12,491.00	\$ 3,713.00
Solution TASKalfa 420iP0			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,473.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,930.00	\$ 3,473.00
Solution TASKalfa 420iP1			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,188.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 13,520.00	\$ 4,188.00

For 36, 48 and 60 month Leasing Options
Contact Dave Clark at (480) 306-7066
or e-mail david_clark@kyoceramita.com

TASKALFA 420i SOLUTIONS

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP2			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,630.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 14,521.00	\$ 4,630.00
Solution TASKalfa 420iP3			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,675.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 14,615.00	\$ 4,675.00
Solution TASKalfa 420iP4			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,687.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 14,597.00	\$ 4,687.00
Solution TASKalfa 420iP4.5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,129.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720 (B)	500 Sheet x 2 Drawer	1,286.00	N/C
		\$ 15,598.00	\$ 5,129.00
Solution TASKalfa 420iP5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,174.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 15,692.00	\$ 5,174.00
Accessories			
DF-720(B)	Internal Finisher	\$ 1,095.00	\$ 498.00
JS-700(B)	Job Separator	190.00	86.00
Fax System (S)C	Fax System	1,155.00	520.00
MM-16-128	128MB Fax Memory Board	200.00	90.00
Internet Fax (A)	Internet Fax Kit	300.00	136.00
BF-720	Booklet Folder for DF-760(B)	1,500.00	682.00
Data Security Kit E	HDD Erase Kit for Copy/Print	580.00	263.00
PH-5A	Punch Unit for DF-760(B)	670.00	303.00
MT-720(B)	Mail Box for DF-760(B)	1,000.00	455.00
Print Document Guard Kit (A)	Print Document Guard Kit	1,155.00	520.00
DT-710	Original Hard Copy Holder/Document Tray	40.00	18.00
Netguard MFD	CAC Netguard MFD (Scan Block ONLY Network Connection)	1,095.00	937.00
MFP Interface Cable	MFP Interface Cable (Required for Full Scan, Copy & Fax Locking Capability)	45.00	41.00
Surge Protector	15 Amp Surge Protector Item #82143015	150.00	136.00

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.

Copy Charge, Service and Supplies \$0.0045

**TASKalfa 420i
DIGITAL
COPIER/PRINTER**



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-420i		DP-760, DUAL SCAN, DF780, AK-700, STAND, FAX & INTERNET FAX
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - ROOSEVELT SUB-STATION - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$178.32 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.0045</u>
Color Images	_____	_____
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
 Full Legal Name
1400 E. ASH STREET
 Billing Address
GLOBE AZ 85501
 City State Zip
ACCOUNTS PAYABLE 928-425-3231
 Contact Name Phone E-mail Address

By: X _____
Signature of Authorized Signer

Name: Michael A. Pastor
Please Print

Title: Chairman, Board of Supervisors

Date: 07/05/2011 Fed Tax ID 86-6000444
Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
1961 Hirst Drive, Moberly, MO 65270

By: _____

Name: _____

Title: _____

Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **OTHER CHARGES.** You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

9. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof; and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all of the Equipment; or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit its early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 2011 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: GILA COUNTY BOARD OF SUPERVISOR

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman

Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

**_____
Marian Sheppard, Chief Deputy Clerk of Board**

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: (520) 797.3671 ♦ Fax: (520) 797.3681 ♦ Email: digital-imaging@att.net

Sales Order

Ship To:

Company Name: Gila County Sheriff (Substation)

Address: Highway 88 Roosevelt Sub-Station

City: Globe State: AZ Zip: 85501

Contact: Claudia Dalmolin Phone: 928-402-8572

Bill To:

Company Name: Gila County Finance

Address: 1400 E. Ash Street

City: Globe State: AZ Zip: 85501

Contact: Accounts Payable Phone: 928-425-3231

Quantity	Description: Make, Model, and Serial Number	Price
1	Kyocera TA-420i Solution PI (Mohave Contract 101-KMAI-0127)	4,158.00
	Includes: TA-420i, DP-760 Dual Scan DP, DF-780 Finisher, AK-700 Attachment kit, & Stand	
1	Fax System (S)	520.00
1	Internet Fax System (A)	136.00
	Black & White Copier	
1	Buyout to Return Current Copier (3011164)	741.17
	Subtotal	5,555.17
	Tax	
	Delivery & Installation	S
36	Month, FMV Mohave Contract Lease: \$178.32 per month	Total S 6,419.52

Terms <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Lease <input checked="" type="checkbox"/> PO # <u>2011-00000411</u>	Maintenance Agreement <input checked="" type="checkbox"/> Yes (See Attached) <input type="checkbox"/> No _____ (Please Initial)
---	--

Customer agrees to purchase, and Digital Imaging Systems agrees to sell and deliver, the Equipment described above ("the Equipment" in accordance with the terms, conditions and prices set forth herein) unless Customer requests late delivery as defined.

This agreement shall become effective and shall remain in full force and effect upon acceptance by Digital Imaging Systems. In the event that Customer fails to accept delivery of the Equipment in accordance with this Agreement or otherwise repudiates the Agreement, Digital Imaging Systems, LLC may exercise all of its rights as seller pursuant to the Uniform Commercial Code.

I have read the Agreement and agree to the conditions set forth.

Accepted By
Digital Imaging Systems, LLC:
Rep *Chuck Aron*

Customer:
Signature _____

Date 6.11.11

Title Chairman, Board of Supervisor Date 07/05/2011



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 ♦ Fax: 520.797.3681 ♦ Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff (Substation)

Contact: Claudia Dalmolin Title: Bureau Commander

Address: Hwy 188

City: Roosevelt State: AZ ZipCode: 85545

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-420i S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0 Rate \$ 0.00
- Excess Copies Billed at \$ 0.0045 ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy
Clerk of the Board

 5.19.11

Digital Imaging Systems, LLC Date

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Simon
Individual Authorized to Sign

Chuck Simon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-658

Consent Agenda Item Item #: 2- E

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for Sheriff Office Control Room.

Background Information

The Gila County Sheriff's Office Control Room currently has a Panasonic DP-2330 Copier. The lease agreement will end on July 2011.

Evaluation

Due to the age of the copier the S.O. Control Room is trying to avoid downtime in the Control Room by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the S.O. Control Room will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-300i Solution P2 Copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P2 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$137.29 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$137.29 per month for 36 months totaling \$4,942.44 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Control Room, and the contracts will become effective upon County receipt of equipment.

Attachments

Link: [Mohave Contract 10I-KMAI-0127](#)

Link: [SLG Commercial Pricing/Amendment](#)

Link: [Sales Order & Maintenance Agreement](#)

Link: [Post Signature Justification](#)



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMA1-0127

Congratulations, Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division

c/o Local Authorized Dealer (insert name)

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Telephone: (973) 461-4297 or (973) 808-8444

E-mail: NAT_orders@kyoceramita.com

DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog.

Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



At a productive output speed of 30 pages per minute, the TASKalfa 300i delivers crisp black & white output, brilliant scans in both full color and black & white, and optional fax/network fax. Engineered with Kyocera's unique long-life technology and embedded HyPAS, Kyocera's powerful and scalable software solutions platform, the TASKalfa 300i provides you with maximum performance.

TASKalfa 300i MULTIFUNCTION SYSTEM

SPECIFICATIONS AT A GLANCE

- Functions: Print Scan Copy Fax
- Speed: 30 PPM
- Max Monthly Duty Cycle: 100,000 Page per Month
- Resolution: Copy: 600 x 600 dpi (Copy)
- Standard Paper Supply: Dual 500 Sheet Universal Drawers, 200 Sheet MPT
- Max Paper Size: 11" x 17"
- Max Paper Weight: 110 lb. Index
- Original Size: 11" x 17"
- Duplexing: Standard Stackless, Statement to Ledger, 16 - 20 lb.
- Fax Compatibility: Super G3
- Fax Memory: Std. 12MB/ Max. 120MB

■ TASKalfa 300i

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 300iP			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 2,639.00
Original Holder	Platen Cover	117.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 8,885.00	\$ 2,639.00
Solution TASKalfa 300iP0			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 2,900.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 9,463.00	\$ 2,900.00
Solution TASKalfa 300iP1			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 3,261.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-670(B)	Internal Finisher	797.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 10,260.00	\$ 3,261.00
Solution TASKalfa 300iP2			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 3,615.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-780(B)	1,000 Sheet Staple Finisher (requires AK-670)	1,540.00	N/C
AK-670	DF-780(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 11,053.00	\$ 3,615.00
Solution TASKalfa 300iP3			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 4,062.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-780(B)	1,000 Sheet Staple Finisher (requires AK-670)	1,540.00	N/C
AK-670	DF-780(B) Attachment Kit	50.00	N/C
PF-680	500 Sheet x 2 Drawers	1,286.00	N/C
		\$ 12,064.00	\$ 4,062.00

For 36, 48 and 60 month Leasing Options
Contact Dave Clark at (480) 306-7066
or e-mail david_clark@kyoceramita.com

■ **TASKalfa 300i**

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Accessories			
JS-670(B)	Job Separator	\$ 190.00	\$ 86.00
Fax System (S)C	Fax System	1,155.00	520.00
MM-16-128	128MB Fax Memory Board	200.00	90.00
Internet Fax (A)	Internet Fax Kit	300.00	136.00
Data Security Kit E	HDD Erase Kit for Copy/Print	580.00	263.00
Print Document Guard Kit (A)	Print Document Guard Kit	1,155.00	520.00
Netguard MFD	CAC Netguard MFD		
	(Scan Block ONLY Network Connection)	1,095.00	937.00
MFP Interface Cable	MFP Interface Cable		
	(Required for Full Scan, Copy & Fax Locking Capability)	45.00	41.00
Surge Protector	15 Amp Surge Protector Item #82143015	150.00	136.00

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.

Copy Charge, Service and Supplies \$0.0049

**TASKalfa 300i
MULTIFUNCTION
SYSTEM**



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-300i		DP-760, DF-780, AK-670FAX SYSATEM, INTERNET FAX, STAND
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories Control Room

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 1100 South Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$137.29 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.0049</u>
Color Images	_____	_____
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
Full Legal Name
1400 E. ASH STREET
Billing Address
GLOBE AZ 85501
City State Zip
ACCOUNTS PAYABLE 928-425-3231
Contact Name Phone E-mail Address

By: X _____
Signature of Authorized Signer
Name: Michael A. Pastor
Please Print
Title: Chairman, Board of Supervisors
Date: 07/05/2011 Fed Tax ID 86-6000444
Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
1961 Hirst Drive, Moberly, MO 65270

By: _____
Name: _____
Title: _____
Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement, and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE; OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess Per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals, (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications, and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law, or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you AS UNLIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case you shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS; RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to you (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 2011 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: GILA COUNTY BOARD OF SUPERVISOR

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman

Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

**_____
Marian Sheppard, Chief Deputy Clerk of Board**

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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**

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff (Control Room)

Contact: Claudia Dalmolin Title: Bureau Commander

Address: 1100 South Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-300i S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0
- Excess Copies Billed at \$ 0.0049 ea.
- Rate \$ 0.00

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisor

ATTEST:

Marian Sheppard, Chief Deputy
Clerk of the Board

 5/19/11

Digital Imaging Systems, LLC Date

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chwick Almon
Individual Authorized to Sign

Chwick Almon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-659

Consent Agenda Item Item #: 2- F

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for GCSO Payson Jail

Background Information

The Gila County Sheriff's Office Payson Jail currently has a Panasonic DP-8035 Copier. The Lease Agreement will end on July 2011.

Evaluation

Due to the age of the copier the Payson Jail is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the Payson Jail will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-420i Solution P0 Copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$154.81 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$154.81 per month for 36 months totaling \$5,573.16 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Payson Jail, and the contracts will become effective upon County receipt of equipment.

Attachments

Link: Mohave Contract

Link: SLG Commercial Pricing/Amendment

Link: Sales Order & Maintenance Agreement

Link: Post Signature Justification



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 101-KMA1-0127

Congratulations, Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 101-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract; only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review. Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook. Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 101-0930 will take effect on 1/27/2011. If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasti
Contract Specialist II, CPPB

Award Notification
Via Email

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division

c/o Local Authorized Dealer (insert name)

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Telephone: (973) 461-4297 or (973) 808-8444

E-mail: NAT_orders@kyoceramita.com

DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog.

Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



At an impressive 42 ppm the TASKalfa 420i combines unique long life technology and a robust array of features, such as full color scanning and USB print-from and scan-to functionality. Designed to meet your specific document imaging requirements, the HyPAS-enabled TASKalfa 420i seamlessly integrates with widely accepted software applications and operates in virtually any environment. Engineered with innovative product features and proven reliability, the Kyocera TASKalfa 420i will revolutionize your copier environment

TASKalfa 420i DIGITAL COPIER/PRINTER

SPECIFICATIONS AT A GLANCE

- Functions: Standard Print/Copy/Color Scan/Optional Fax/Fax Network
- Speed: 42 PPM
- Max Monthly Duty Cycle: 150,000 Pages per Month
- Resolution: 600 x 600 dpi
- Memory/Hard Disk Drive: 2 GB RAM.160 B Hard Disk Drive
- Standard Paper Supply: 500 x 2, 200 Sheet MPT
- Max Paper Size: 11" x 17"
- Max Paper Weight: Up to 110 lb. Index
- Original Size: 11" x 17"
- Duplexing: Standard

■ TASKALFA 420i SOLUTIONS

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 2,708.00
Original Holder	Platen Cover	117.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 10,247.00	\$ 2,708.00
Solution TASKalfa 420iP25			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,271.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,490.00	\$ 3,271.00
Solution TASKalfa 420iP5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,713.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 12,491.00	\$ 3,713.00
Solution TASKalfa 420iP0			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,473.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,930.00	\$ 3,473.00
Solution TASKalfa 420iP1			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,188.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 13,520.00	\$ 4,188.00

For 36, 48 and 60 month Leasing Options
Contact Dave Clark at (480) 306-7066
or e-mail david_clark@kyoceramita.com

TASKALFA 420i SOLUTIONS

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP2			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,630.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 14,521.00	\$ 4,630.00
Solution TASKalfa 420iP3			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,675.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 14,615.00	\$ 4,675.00
Solution TASKalfa 420iP4			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,687.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 14,597.00	\$ 4,687.00
Solution TASKalfa 420iP4.5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,129.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720 (B)	500 Sheet x 2 Drawer	1,286.00	N/C
		\$ 15,598.00	\$ 5,129.00
Solution TASKalfa 420iP5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,174.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 15,692.00	\$ 5,174.00
Accessories			
DF-720(B)	Internal Finisher	\$ 1,095.00	\$ 498.00
JS-700(B)	Job Separator	190.00	86.00
Fax System (S)C	Fax System	1,155.00	520.00
MM-16-128	128MB Fax Memory Board	200.00	90.00
Internet Fax (A)	Internet Fax Kit	300.00	136.00
BF-720	Booklet Folder for DF-760(B)	1,500.00	682.00
Data Security Kit E	HDD Erase Kit for Copy/Print	580.00	263.00
PH-5A	Punch Unit for DF-760(B)	670.00	303.00
MT-720(B)	Mail Box for DF-760(B)	1,000.00	455.00
Print Document Guard Kit (A)	Print Document Guard Kit	1,155.00	520.00
DT-710	Original Hard Copy Holder/Document Tray	40.00	18.00
Netguard MFD	CAC Netguard MFD (Scan Block ONLY Network Connection)	1,095.00	937.00
MFP Interface Cable	MFP Interface Cable (Required for Full Scan, Copy & Fax Locking Capability)	45.00	41.00
Surge Protector	15 Amp Surge Protector Item #82143015	150.00	136.00

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.

Copy Charge, Service and Supplies \$0.0045

**TASKalfa 420i
DIGITAL
COPIER/PRINTER**



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-420i		DP-760, DUAL SCAN, STAND, FAX & INTERNET FAX
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 108 W. Main Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$154.81 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.0045</u>
Color Images	_____	_____
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)
 Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
 Full Legal Name
1400 E. ASH STREET
 Billing Address
GLOBE AZ 85501
 City State Zip
ACCOUNTS PAYABLE 928-425-3231
 Contact Name Phone E-mail Address

By: X _____
 Signature of Authorized Signer
 Name: Michael A. Pastor
 Please Print
 Title: Chairman, Board of Supervisors
 Date: 07/05/2011 Fed Tax ID 86-6000444
 Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
 1961 Hirst Drive, Moberly, MO 65270

By: _____
 Name: _____
 Title: _____
 Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement, and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE; OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS; RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 11(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit its early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 2011 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: GILA COUNTY BOARD OF SUPERVISOR

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman

Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

**_____
Marian Sheppard, Chief Deputy Clerk of Board**

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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**

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: (520) 797.3671 ♦ Fax: (520) 797.3681 ♦ Email: digital-imaging@att.net

Sales Order

Ship To:

Company Name: Gila County Sheriff (Jail Payson)

Address: 108 W. Main Street

City: Payson State: AZ Zip: 85541

Contact: Claudia Dalmolin Phone: 928-402-8572

Bill To:

Company Name: Gila County Finance

Address: 1400 E. Ash Street

City: Globe State: AZ Zip: 85501

Contact: Accounts Payable Phone: 928-425-3231

Quantity	Description: Make, Model, and Serial Number	Price
1	Kyocera TA-420i Solution P0 (Mohave Contract 101-KMAI-0127)	3,443.00
	Includes: TA-420i, DP-760 DSDP, & Stand	
1	Fax System (S)	520.00
1	Internet Fax System (A)	136.00
	Black & White Copier	
1	Buyout to Return Current Copier (3011160)	723.82
	Subtotal	4,822.82
	Tax	
	Delivery & Installation	\$
36	Month, FMV Mohave Contract Lease: \$154.81 per month	Total \$ 5,573.16

<p>Terms</p> <p><input type="checkbox"/> Cash <input checked="" type="checkbox"/> PO # <u>2011-00000413</u></p> <p><input checked="" type="checkbox"/> Lease</p>	<p>Maintenance Agreement</p> <p><input checked="" type="checkbox"/> Yes (See Attached)</p> <p><input type="checkbox"/> No _____ (Please Initial)</p>
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Customer agrees to purchase, and Digital Imaging Systems agrees to sell and deliver, the Equipment described above ("the Equipment" in accordance with the terms, conditions and prices set forth herein) unless Customer requests late delivery as defined.

This agreement shall become effective and shall remain in full force and effect upon acceptance by Digital Imaging Systems. In the event that Customer fails to accept delivery of the Equipment in accordance with this Agreement or otherwise repudiates the Agreement, Digital Imaging Systems, LLC may exercise all of its rights as seller pursuant to the Uniform Commercial Code.

I have read the Agreement and agree to the conditions set forth.

Accepted By
Digital Imaging Systems, LLC:
Rep *Claudia Dalmolin*

Customer:
Signature _____

Date 6.11.11

Title Chairman, Board of Supervisor Date 07.05/2011



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 ♦ Fax: 520.797.3681 ♦ Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff (Jail Payson)

Contact: Claudia Dalmolin Title: Bureau Commander

Address: 108 W. Main Street

City: Payson State: AZ ZipCode: 85541

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-420i S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

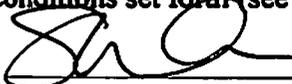
- Copy Allowance 0
- Rate \$ 0.00
- Excess Copies Billed at \$ 0.0045 ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors
ATTEST:

 519.11

Digital Imaging Systems, LLC Date

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy
Clerk of the Board

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Almond
Individual Authorized to Sign

Chuck Almond
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-660

Consent Agenda Item Item #: 2- G

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for Gila County Sheriff Administration Office (Globe).

Background Information

The Gila County Sheriff Administration Office currently has a Panasonic DP-4530 Copier. The Lease Agreement will end on July 2011.

Evaluation

Due to the age of the copier the Sheriff Administration Office is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the Sheriff Administration office will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-420i Solution P1 Copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$154.53 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$154.53 per month for 36 months totaling \$5,563.08 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.

Attachments

Link: Mohave Contract 10I-KMAI-0127

Link: SLG Commercial Pricing/Amendment

Link: Sales Order & Maintenance Agreement

Link: Post Signature Justification



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave’s Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera’s products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly “Green” and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMAI-0127

Congratulations, Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.



Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division

c/o Local Authorized Dealer (insert name)

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Telephone: (973) 461-4297 or (973) 808-8444

E-mail: NAT_orders@kyoceramita.com

DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008

Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog. Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.





At an impressive 42 ppm the TASKalfa 420i combines unique long life technology and a robust array of features, such as full color scanning and USB print-from and scan-to functionality. Designed to meet your specific document imaging requirements, the HyPAS-enabled TASKalfa 420i seamlessly integrates with widely accepted software applications and operates in virtually any environment. Engineered with innovative product features and proven reliability, the Kyocera TASKalfa 420i will revolutionize your copier environment

TASKalfa 420i DIGITAL COPIER/PRINTER

SPECIFICATIONS AT A GLANCE

- Functions: Standard Print/Copy/Color Scan/Optional Fax/Fax Network
- Speed: 42 PPM
- Max Monthly Duty Cycle: 150,000 Pages per Month
- Resolution: 600 x 600 dpi
- Memory/Hard Disk Drive: 2 GB RAM.160 B Hard Disk Drive
- Standard Paper Supply: 500 x 2, 200 Sheet MPT
- Max Paper Size: 11" x 17"
- Max Paper Weight: Up to 110 lb. Index
- Original Size: 11" x 17"
- Duplexing: Standard

■ TASKALFA 420i SOLUTIONS

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 2,708.00
Original Holder	Platen Cover	117.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 10,247.00	\$ 2,708.00
Solution TASKalfa 420iP.25			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,271.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,490.00	\$ 3,271.00
Solution TASKalfa 420iP.5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,713.00
DP-750 (B)	Reversing Automatic Document Processor (RADF)	1,360.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 12,491.00	\$ 3,713.00
Solution TASKalfa 420iP0			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 3,473.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 11,930.00	\$ 3,473.00
Solution TASKalfa 420iP1			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,188.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 13,520.00	\$ 4,188.00

For 36, 48 and 60 month Leasing Options
Contact Dave Clark at (480) 306-7066
or e-mail david_clark@kyoceramita.com

■ **TASKALFA 420i SOLUTIONS**

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 420iP2			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,630.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720(B)	500 Sheets x 2 Drawers	1,286.00	N/C
		\$ 14,521.00	\$ 4,630.00
Solution TASKalfa 420iP3			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,675.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-780 (B)	1,000 Sheet Staple Finisher (requires AK-700)	1,540.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 14,615.00	\$ 4,675.00
Solution TASKalfa 420iP4			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 4,687.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	285.00	N/C
		\$ 14,597.00	\$ 4,687.00
Solution TASKalfa 420iP4.5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,129.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-720 (B)	500 Sheet x 2 Drawer	1,286.00	N/C
		\$ 15,598.00	\$ 5,129.00
Solution TASKalfa 420iP5			
TASKalfa 420i	42 C.P.M. Digital Copier (Std. Print/Copy/Color Scan)	\$ 9,845.00	\$ 5,174.00
DP-760 (B)	Dual Scan Document Processor (DSDP)	1,800.00	N/C
DF-760 (B)	3,000 Sheet Staple Finisher (requires AK-700)	2,617.00	N/C
AK-700	DF-780(B)/760(B) Attachment Kit	50.00	N/C
PF-760(B)	3,000 Sheet Large Capacity Drawer	1,380.00	N/C
		\$ 15,692.00	\$ 5,174.00
Accessories			
DF-720(B)	Internal Finisher	\$ 1,095.00	\$ 498.00
JS-700(B)	Job Separator	190.00	86.00
Fax System (S)C	Fax System	1,155.00	520.00
MM-16-128	128MB Fax Memory Board	200.00	90.00
Internet Fax (A)	Internet Fax Kit	300.00	136.00
BF-720	Booklet Folder for DF-760(B)	1,500.00	682.00
Data Security Kit E	HDD Erase Kit for Copy/Print	580.00	263.00
PH-5A	Punch Unit for DF-760(B)	670.00	303.00
MT-720(B)	Mail Box for DF-760(B)	1,000.00	455.00
Print Document Guard Kit (A)	Print Document Guard Kit	1,155.00	520.00
DT-710	Original Hard Copy Holder/Document Tray	40.00	18.00
Netguard MFD	CAC Netguard MFD		
	(Scan Block ONLY Network Connection)	1,095.00	937.00
MFP Interface Cable	MFP Interface Cable		
	(Required for Full Scan, Copy & Fax Locking Capability)	45.00	41.00
Surge Protector	15 Amp Surge Protector Item #82143015	150.00	136.00

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.

Copy Charge, Service and Supplies \$0.0045

**TASKalfa 420i
DIGITAL
COPIER/PRINTER**



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-420i		DP-760, DUAL SCAN, DF-780, AK-700 STAND, FAX & INTERNET FAX
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories (Administration-Globe)

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 1100 South Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$154.53 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.0045</u>
Color Images	_____	_____
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
 Full Legal Name
1400 E. ASH STREET
 Billing Address
GLOBE AZ 85501
 City State Zip
ACCOUNTS PAYABLE 928-425-3231
 Contact Name Phone E-mail Address

By: _____
 Signature of Authorized Signer
 Name: Michael A. Pastor
 Please Print
 Title: Chairman, Board of Supervisors
 Date: 07/05/2011 Fed Tax ID 86-6000444
 Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
1961 Hirst Drive, Moberly, MO 65270

By: _____
 Name: _____
 Title: _____
 Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 9% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE; OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS; RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitute a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit its early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 20 11 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: GILA COUNTY BOARD OF SUPERVISOR

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman

Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

**_____
Marian Sheppard, Chief Deputy Clerk of Board**

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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**

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date

DIGITAL Imaging Systems

6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff (Sheriff Globe)

Contact: Claudia Dalmolin Title: Bureau Commander

Address: 1100 South Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-420i S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
 Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
 Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually Monthly Quarterly

Contract Includes:

- Parts Fuser
 Labor Toner
 Drum Developer

Contract Pricing:

- Copy Allowance 0 Rate \$ 0.00
 Excess Copies Billed at \$ 0.0045 ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman

Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy

Clerk of the Board

 5.19.11
Digital Imaging Systems, LLC Date

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Almon
Individual Authorized to Sign

Chuck Almon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for Gila County Sheriff Administration (Globe).

Background Information

The Gila County Sheriff Administration office located in Globe currently has a Panasonic DP-C354 Color Copier. The Lease Agreement will end on July 2011.

Evaluation

Due to the age of the copier the Sheriff Administration (Globe) is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the Sheriff Administration Globe office will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-4550ci Solution Color Copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci Solution Color Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$277.41 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$277.41 per month for 36 months totaling \$9,986.76 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.009 B&W and \$0.0450 Color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.

Attachments

Link: Mohave Contract 10I-KMAI-0127

Link: SLG Commercial Pricing & Amendment

Link: Sales Order & Maintenance Agreement

Link: Post Signature Justification



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMA1-0127

Congratulations, Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division
c/o Local Authorized Dealer (insert name)
225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008
Telephone: (973) 461-4297 or (973) 808-8444
E-mail: NAT_orders@kyoceramita.com
DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog.

Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-4550ci		DP-760, DF-760, PF-760, JS-720, BF-720, PH-5A, AK-720
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories Sheriff Administration Office (Globe)

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 1100 South Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$277.41 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.006</u>
Color Images	<u>0</u>	<u>.045</u>
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY

Full Legal Name

1400 E. ASH STREET

Billing Address

GLOBE

AZ

85501

City

State

Zip

ACCOUNTS PAYABLE 928-425-3231

Contact Name

Phone

E-mail Address

By: X _____
Signature of Authorized Signer

Name: Michael A. Pastor

Please Print

Title: Chairman, Board of Supervisor

Date: 07/05/2011 Fed Tax ID 86-6000444

Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
1961 Hirst Drive, Moberly, MO 65270

By: _____

Name: _____

Title: _____

Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement, and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

of this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS: RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to you (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit in early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

- A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 20 11 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").
- B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. **EFFECT OF HANDWRITTEN CHANGES.** The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.
- 2. **LATE CHARGES.** Section 4 of the Lease shall be deleted in its entirety.
- 3. **EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.
- 4. **EFFECT OF AMENDMENT.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: Gila County Finance

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman, Board of Supervisor

Title: _____

Date of Execution: 07/05/2011

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy Clerk of Board

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date

DIGITAL Imaging Systems

6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: (520) 797.3671 • Fax: (520) 797.3681 • Email: digital-imaging@att.net

Sales Order

Ship To:

Company Name: Gila County Sheriff Admin (Globe)

Address: 1100 South Street

City: Globe State: AZ Zip: 85501

Contact: Claudia Dalmolin Phone: 928-402-8572

Bill To:

Company Name: Gila County Finance

Address: 1400 E. Ash Street

City: Globe State: AZ Zip: 85501

Contact: Accounts Payable Phone: 928-425-3231

Quantity	Description: Make, Model, and Serial Number	Price
1	Kyocera TA-4500ci Solution (Mohave Contract 10I-KMAI-0127)	6,496.00
	Includes: TA-4500ci, DP-760, DF-760, JS-720, BF720, PH-5A, AK-720 Attachment Kit, Stand	
1	Hole Punch Unit (PH-5A)	303.00
1	Booklet Folder	682.00
	Color Copier	
1	Buyout to Return Current Copier (3011169)	1,161.16
	Subtotal	8,642.16
	Tax	
	Delivery & Installation	\$
36	Month, FMV Mohave Contract Lease: \$277.41 per month	Total \$ 9,986.76

<p>Terms</p> <p><input type="checkbox"/> Cash <input checked="" type="checkbox"/> PO # <u>2011-00000414</u></p> <p><input checked="" type="checkbox"/> Lease</p>	<p>Maintenance Agreement</p> <p><input checked="" type="checkbox"/> Yes (See Attached)</p> <p><input type="checkbox"/> No _____ (Please Initial)</p>
--	---

Customer agrees to purchase, and Digital Imaging Systems agrees to sell and deliver, the Equipment described above ("the Equipment" in accordance with the terms, conditions and prices set forth herein) unless Customer requests late delivery as defined.

This agreement shall become effective and shall remain in full force and effect upon acceptance by Digital Imaging Systems. In the event that Customer fails to accept delivery of the Equipment in accordance with this Agreement or otherwise repudiates the Agreement, Digital Imaging Systems, LLC may exercise all of its rights as seller pursuant to the Uniform Commercial Code.

I have read the Agreement and agree to the conditions set forth.

Accepted By
Digital Imaging Systems, LLC:
Rep 
Date 6.28.11

Customer:
Signature _____
Title Chairman, Board of Supervisor Date 07/05/2011



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff Admin (Globe)

Contact: Claudia Dalmolin Title: Buereau Commander

Address: 1100 South Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-4550ci S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0 Rate \$ 0.00
- Excess Copies Billed at \$ 0.009 B&W, \$0.0450 Color ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors
ATTEST:

 6-28-11
Digital Imaging Systems, LLC Date

Marian Sheppard, Chief Deputy
Clerk of the Board

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Almon
Individual Authorized to Sign

Chuck Almon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-661

Consent Agenda Item Item #: 2- I

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for Gila County Sheriff Task Force.

Background Information

The Gila County Sheriff Task Force currently has a Panasonic DP-1820 Copier. The Lease Agreement will end on July 2011.

Evaluation

Due to the age of the copier the Sheriff Task Force is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the Sheriff Task Force will be able lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36 month lease of a Kyocera TA-300i Solution P0 Copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of \$140.83 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$140.83 per month for 36 months totaling \$5,069.88 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Task Force, and the contracts will become effective upon County receipt of equipment.

Attachments

Link: [Mohave Contract 10I-KMAI-0127](#)

Link: [SLG Commercial Pricing/Amendment](#)

Link: [Sales Order & Maintenance Agreement](#)

Link: [Post Signature Justification](#)



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

A handwritten signature in black ink, appearing to read 'David A. Clark'.

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMAI-0127

Congratulations. Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products
Contract No.: 101-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.
Attn.: National Account Division
c/o Local Authorized Dealer (insert name)
225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008
Telephone: (973) 461-4297 or (973) 808-8444
E-mail: NAT_orders@kyoceramita.com
DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.
225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog. Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



At a productive output speed of 30 pages per minute, the TASKalfa 300i delivers crisp black & white output, brilliant scans in both full color and black & white, and optional fax/network fax. Engineered with Kyocera's unique long-life technology and embedded HyPAS, Kyocera's powerful and scalable software solutions platform, the TASKalfa 300i provides you with maximum performance.

TASKalfa 300i MULTIFUNCTION SYSTEM

SPECIFICATIONS AT A GLANCE

- Functions: Print Scan Copy Fax
- Speed: 30 PPM
- Max Monthly Duty Cycle: 100,000 Page per Month
- Resolution: Copy: 600 x 600 dpi (Copy)
- Standard Paper Supply: Dual 500 Sheet Universal Drawers, 200 Sheet MPT
- Max Paper Size: 11" x 17"
- Max Paper Weight: 110 lb. Index
- Original Size: 11" x 17"
- Duplexing: Standard Stackless, Statement to Ledger, 16 - 20 lb.
- Fax Compatability: Super G3
- Fax Memory: Std. 12MB/ Max. 120MB

■ TASKalfa 300i

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Solution TASKalfa 300iP			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 2,639.00
Original Holder	Platen Cover	117.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 8,885.00	\$ 2,639.00
Solution TASKalfa 300iP0			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 2,900.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 9,463.00	\$ 2,900.00
Solution TASKalfa 300iP1			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 3,261.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-670(B)	Internal Finisher	797.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 10,260.00	\$ 3,261.00
Solution TASKalfa 300iP2			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 3,615.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-780(B)	1,000 Sheet Staple Finisher (requires AK-670)	1,540.00	N/C
AK-670	DF-780(B) Attachment Kit	50.00	N/C
Copier Stand	Stand	275.00	N/C
		\$ 11,053.00	\$ 3,615.00
Solution TASKalfa 300iP3			
TASKalfa 300i	30 P.P.M. Monochrome MFP	\$ 8,493.00	\$ 4,062.00
DP-670(B)	Reversing Automatic Document Processor (RADF)	695.00	N/C
DF-780(B)	1,000 Sheet Staple Finisher (requires AK-670)	1,540.00	N/C
AK-670	DF-780(B) Attachment Kit	50.00	N/C
PF-680	500 Sheet x 2 Drawers	1,286.00	N/C
		\$ 12,064.00	\$ 4,062.00

For 36, 48 and 60 month Leasing Options
Contact Dave Clark at (480) 306-7066
or e-mail david_clark@kyoceramita.com

■ **TASKalfa 300i**

Model Number	Description	List Price	Mohave Cooperative Purchase Price
Accessories			
JS-670(B)	Job Separator	\$ 190.00	\$ 86.00
Fax System (S)C	Fax System	1,155.00	520.00
MM-16-128	128MB Fax Memory Board	200.00	90.00
Internet Fax (A)	Internet Fax Kit	300.00	136.00
Data Security Kit E	HDD Erase Kit for Copy/Print	580.00	263.00
Print Document Guard Kit (A)	Print Document Guard Kit	1,155.00	520.00
Netguard MFD	CAC Netguard MFD		
	(Scan Block ONLY Network Connection)	1,095.00	937.00
MFP Interface Cable	MFP Interface Cable		
	(Required for Full Scan, Copy & Fax Locking Capability)	45.00	41.00
Surge Protector	15 Amp Surge Protector Item #82143015	150.00	136.00

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.

Copy Charge, Service and Supplies \$0.0049

**TASKalfa 300i
MULTIFUNCTION
SYSTEM**



TOTAL IMAGE MANAGEMENTSM
SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-300i		DP-760, FAX SYSATEM, INTERNET FAX, STAND
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories (Task Force 1992 Apache Trail Hwy 188 GLOBE, AZ 85501)

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 1100 South Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$140.83 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.0049</u>
Color Images	_____	_____
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
 Full Legal Name
1400 E. ASH STREET
 Billing Address
GLOBE AZ 85501
 City State Zip
ACCOUNTS PAYABLE 928-425-3231
 Contact Name Phone E-mail Address

By: X _____
 Signature of Authorized Signer
 Name: Michael A. Pastor
 Please Print
 Title: Chairman, Board of Supervisor
 Date: 07/05/2011 Fed Tax ID 86-6000444
 Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
1961 Hirst Drive, Moberly, MO 65270

By: _____
 Name: _____
 Title: _____
 Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law, or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS: RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit its early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 20 11 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: GILA COUNTY BOARD OF SUPERVISOR

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman

Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

**_____
Marian Sheppard, Chief Deputy Clerk of Board**

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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**

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: (520) 797.3671 • Fax: (520) 797.3681 • Email: digital-imaging@att.net

Sales Order

Ship To:

Company Name: Gila County Sheriff (Task Force)

Address: 1992 Apache Trail Hwy 188

City: Globe State: AZ Zip: 85501

Contact: Claudia Dalmolin Phone: 928-402-8572

Bill To:

Company Name: Gila County Finance

Address: 1400 E. Ash Street

City: Globe State: AZ Zip: 85501

Contact: Accounts Payable Phone: 928-425-3231

Quantity	Description: Make, Model, and Serial Number	Price
1	Kyocera TA-300i Solution P0 (Mohave Contract 10I-KMAI-0127)	2,906.00
	Includes: TA-300i, DP-670 RADE, & Stand	
1	Fax System (S)	520.00
1	Internet Fax System (A)	136.00
	Black & White Copier	
1	Buyout to Return Current Copier (2253793)	825.18
	Subtotal	4,387.18
	Tax	
	Delivery & Installation	\$
36	Month, FMV Mohave Contract Lease: \$140.83 per month	Total \$ 5,069.88

Terms

- Cash PO # 2011-00000422
 Lease

Maintenance Agreement

- Yes (See Attached)
 No _____ (Please Initial)

Customer agrees to purchase, and Digital Imaging Systems agrees to sell and deliver, the Equipment described above ("the Equipment" in accordance with the terms, conditions and prices set forth herein) unless Customer requests late delivery as defined.

This agreement shall become effective and shall remain in full force and effect upon acceptance by Digital Imaging Systems. In the event that Customer fails to accept delivery of the Equipment in accordance with this Agreement or otherwise repudiates the Agreement, Digital Imaging Systems, LLC may exercise all of its rights as seller pursuant to the Uniform Commercial Code.

I have read the Agreement and agree to the conditions set forth.

Accepted By

Digital Imaging Systems, LLC:

Rep 

Date 06.11.11

Customer:

Signature _____

Title Chairman, Board of Supervisor Date 07/05/2011

DIGITAL Imaging Systems

6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff (Task Force)

Contact: Claudia Dalmolin Title: Bureau Commander

Address: 1100 South Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-8572 Ext.: Fax:

Make/Model: Kyocera TA-300i S/N:

Equipment ID#: BMR: 0 Date:

Contract Type:

- Standard Service: Includes Parts & Labor
 Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
 Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually Monthly Quarterly

Contract Includes:

- Parts Fuser
 Labor Toner
 Drum Developer

Contract Pricing:

- Copy Allowance 0 Rate \$ 0.00
 Excess Copies Billed at \$ 0.0049 ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy
Clerk of the Board

 5-19-11
Digital Imaging Systems, LLC Date

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Almon
Individual Authorized to Sign

Chuck Almon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-664

Consent Agenda Item Item #: 2- J

Regular BOS Meeting

Date: 07/05/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Cassandra Villegas, Finance Department

Department: Sheriff's Office

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates July 2011 to July 2014

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Kyocera Mita, Inc. Copier Lease Agreement for Gila County Sheriff Administration (Payson).

Background Information

The Gila County Sheriff Administration office located in Payson currently has a Panasonic DP-C354 color copier. The Lease Agreement will end on July 2011.

Evaluation

Due to the age of the copier the Sheriff Administration (Payson) is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract No. 10I-KMAI-0127, the Sheriff Administration Payson office will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Lease Agreement with Kyocera Mita, Inc. for the 36-month lease of a Kyocera TA-4550ci color copier using the Mohave Contract No. 10I-KMAI-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci color copier: 1) an SLG Commercial Pricing Agreement at a cost of \$294.35 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of \$294.35 per month for 36 months totaling \$10,596.60 and a Maintenance Agreement/Terms & Agreement at a cost of \$0.009 B&W and \$0.0450 color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Payson) and the contracts will become effective upon County receipt of equipment.

Attachments

Link: Mohave Contract 10I-KMAI-0127

Link: SLG Commercial Pricing & Amendment

Link: Sales Order & Maintenance Agreement

Link: Post Signature Justification



KYOCERA MITA AMERICA, INC.
225 Sand Road
Fairfield, NJ 07004
973-808-8444

RE: Mohave / Kyocera Mita Contract No: 10I-KMAI-1027

Dear Mohave Member,

Kyocera Mita America, Inc. has been selected to be a vendor on the Mohave contract for MFP/Copiers. We are excited about the opportunity to provide superior products and outstanding service to Mohave Member.

Kyocera Mita works closely with each organization to insure that the products and services offered to respective Members surpasses their expectations and bring value to their organization. We will work with Members to increase productivity, improve processes and reduce overall cost to each of Mohave's Members. Our dedicated team is made up of the following groups to support Mohave and Members: Single Point of Contact for Sales, Service, Customer Service, Order Processing and Customer Service.

Kyocera's products are the most innovative technologies on the market by providing state-of-the-art equipment, solutions, environmentally friendly "Green" and customized applications to assist Members in meeting their technology and solutions goals.

We have designed an aggressive pricing strategy for Mohave to assist in reducing your overall cost. In addition, Kyocera has some of the lowest TCO and the highest drum yields in the market. Both of these combined make for the unsurpassed productivity and up-time our customers come to expect from Kyocera Mita.

These are some of the reason our customers made the switch to Kyocera Mita:

- Award Winning Product Line
- Environmentally Friendly
- Highly Affordable
- Increased Productivity
- Ultra-Reliability
- Unsurpassed Performance

A Representative from Kyocera Mita Corporate or one of our Kyocera Mita/Copystar Authorized Dealers will be contacting you between now and March 11th to discuss the value and experience the Kyocera has to offer. If you have any questions in the interim please do not hesitate to contact Dave Clark, Kyocera/Mohave Contract Administrator at 480.306.7066 or david_clark@kyoceramita.com

In closing, Kyocera values the relationships we have with our customers and look forward to the possibility of adding your organization to our family. Thank you once again.

Sincerely,

David A Clark
Government Accounts Manager
KYOCERA Mita America, Inc.
P: 480.306.7066
C: 623.237-2021
david_clark@kyoceramita.com



Award Notification
Via Email

David Clark
Kyocera Mita America, Inc.
19127 W. Townley Court
Waddell, AZ 85355

RE: Award of Contract 10I-KMA1-0127

Congratulations, Kyocera Mita America, Inc.'s response has been awarded a contract under RFP 10I-0930. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two and three.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Kyocera Mita America, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mark@mesc.org.

Your contract under RFP 10I-0930 will take effect on 1/27/2011.

If you have any questions regarding your new contract, please call me at (928) 718-3220. We look forward to working with you and your company in the future.

Mark DiBlasi
Contract Specialist II, CPPB

Mohave Educational Services Cooperative

Multifunctional Products

Contract No.: 10I-KMAI-0127

Ordering and Payment Information

Ordering Address

Kyocera Mita America, Inc.

Attn.: National Account Division
c/o Local Authorized Dealer (insert name)
225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008
Telephone: (973) 461-4297 or (973) 808-8444
E-mail: NAT_orders@kyoceramita.com
DUNS #06-446-5503

Payment Address

Kyocera Mita America, Inc.

225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted). Kyocera Mita America, Inc. will submit invoices directly to all ordering agencies.

Delivery

30 days ARO for all categories.

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Leasing

36, 48 and 60 month leases are available

Order Cycle Overview:

1. Member forwards Purchase Order to Mohave that lists the Contract No. 101-KMAI-1027, vendor listed on Purchase Order must be Kyocera Mita.
2. Mohave reviews and emails Member order to Kyocera Mita.
3. Kyocera Mita provides product/services.
4. Kyocera Mita invoices Member.
5. Member pays contract Kyocera Mita.

Contract Claims or Controversies:

The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern this contract, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**For more information, please call your
Kyocera Mita Government Account Manager,
Dave Clark, at (480) 306-7066 or e-mail at david_clark@kyoceramita.com**



Kyocera Mita is not responsible for typographical errors or omissions in this catalog.

Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.



TOTAL IMAGE MANAGEMENTSM SLG Commercial Pricing

NATIONAL & GOVERNMENT
ACCOUNT DIVISION

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
KYOCERA TA-4550ci		DP-760, DF-760, PF-760, JS-720, BF-720, PH-5A, AK-720, FAX
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories Payson Sheriff Administration Office

Equipment Location (if different from Billing Address) GILA COUNTY SHERIFF - 108 W. Main Street - GLOBE, AZ 85501 - CLAUDIA DALMOLIN / 928-402-8572

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TRANSACTION TERMS

Minimum Monthly Payment \$294.35 Term 36 months
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>0</u>	<u>.006</u>
Color Images	<u>0</u>	<u>.045</u>
Scanned Images	_____	_____
Faxed Images	_____	_____

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

CUSTOMER ("You")

GILA COUNTY
 Full Legal Name
1400 E. ASH STREET
 Billing Address
GLOBE AZ 85501
 City State Zip
ACCOUNTS PAYABLE 928-425-3231
 Contact Name Phone E-mail Address

By: _____
 Signature of Authorized Signer
 Name: Michael A. Pastor
 Please Print
 Title: Chairman, Board of Supervisors
 Date: 07/05/2011 Fed Tax ID 86-6000444
 Date of Signature

OWNER ("We", "Us")

Kyocera Mita America, Inc.
 1961 Hirst Drive, Moberly, MO 65270

By: _____
 Name: _____
 Title: _____
 Date: _____

For Supplier Use Only

Documentation Checklist:

- Invoice
- Purchase Order
- Tax Exemption Certificate
- Certificate of Insurance
- Other _____

Other supporting documents as requested:

- Delivery and Acceptance
- Copy of Bid and Award
- Opinion of Counsel
- Assignment
- Other _____
- UCC Financing Statements
- Copy of Board Minutes
- Amendment (for certain states)
- Cert of Incumbency/Resolution

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment and/or Excess Per Image Charge for each Image Type each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us of Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Monthly Payment and other sums when due for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Monthly Payments and other sums due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Monthly Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Minimum Monthly Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within five (5) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. MAINTENANCE AND SERVICE OWNERSHIP AND USE. The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance.

6. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption

or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

8. DEFAULT. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

9. REMEDIES. If you default, we may do one or more of the following: (a) recover from you AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

10. END OF TERM OPTIONS: RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

11. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

12. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You hereby represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Monthly Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit in our sole discretion, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC.**

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between Gila County, as Lessee, and KYOCERA MITA AMERICA, INC., as Lessor.

BACKGROUND

A. By that certain Equipment Lease Agreement, Attached dated May 23rd, 2011 by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("Lease").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LATE CHARGES. Section 4 of the Lease shall be deleted in its entirety.

3. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

4. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

Name: Gila County Finance

KYOCERA MITA AMERICA, INC.

By: _____

By: _____

Name: Michael A. Pastor

Name: _____

Title: Chairman, Board of Supervisors

Title: _____

Date of Execution: 07/05/2011

Date of Execution: _____

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy Clerk of Board

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

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.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date

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

KYOCERA MITA AMERICA, INC.



Individual Authorized to Sign

David A Clark

Print Name

Government Accounts Manager

Title

6/7/11

Date

DIGITAL Imaging Systems

6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: (520) 797.3671 • Fax: (520) 797.3681 • Email: digital-imaging@att.net

Sales Order

Ship To:

Company Name: Gila County Sheriff Admin (Payson)

Address: 108 W. Main Street

City: Payson State: AZ Zip: 85541

Contact: Claudia Dalmolin Phone: 928-402-8572

Bill To:

Company Name: Gila County Finance

Address: 1400 E. Ash Street

City: Globe State: AZ Zip: 85501

Contact: Accounts Payable Phone: 928-425-3231

Quantity	Description: Make, Model, and Serial Number	Price
1	Kyocera TA-4550ci Solution (Mohave Contract 10I-KMAI-01227)	6,496.00
	Includes: TA-4550ci, DP-760, DF-760 Finisher, JS-720 Job Separator, BF-720, PH-5A, AK-720 Attachment Kit, Fax	
1	Hole Punch Unit (PH-5A)	303.00
1	Booklet Folder (BF-720)	682.00
1	Fax System (S)	520.10
1	Buyout to Return Current Copier (3011169)	1,168.82
	Color Copier	
	Subtotal	9,169.92
	Tax	
	Delivery & Installation	\$
36	Month, FMV Mohave Contract Lease: \$294.35 per month	Total \$ 10,596.60

<p>Terms</p> <p><input type="checkbox"/> Cash <input checked="" type="checkbox"/> PO # <u>2011-00000423</u></p> <p><input checked="" type="checkbox"/> Lease</p>	<p>Maintenance Agreement</p> <p><input checked="" type="checkbox"/> Yes (See Attached)</p> <p><input type="checkbox"/> No _____ (Please Initial)</p>
--	---

Customer agrees to purchase, and Digital Imaging Systems agrees to sell and deliver, the Equipment described above ("the Equipment" in accordance with the terms, conditions and prices set forth herein) unless Customer requests late delivery as defined.

This agreement shall become effective and shall remain in full force and effect upon acceptance by Digital Imaging Systems. In the event that Customer fails to accept delivery of the Equipment in accordance with this Agreement or otherwise repudiates the Agreement, Digital Imaging Systems, LLC may exercise all of its rights as seller pursuant to the Uniform Commercial Code.

I have read the Agreement and agree to the conditions set forth.

Accepted By
Digital Imaging Systems, LLC:
Rep 
Date 6-28-11

Customer:
Signature _____
Title Chairman, Board of Supervisor Date 07/05/2011



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 ♦ Fax: 520.797.3681 ♦ Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff Admin (Payson)

Contact: Claudia Dalmolin Title: Buereau Commander

Address: 108 W. Main Street

City: Payson State: AZ ZipCode: 85541

Phone: 928-402-8572 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-4550ci S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0 Rate \$ 0.00
- Excess Copies Billed at \$ 0.009 B&W, \$0.0450 Color ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors
ATTEST:

 6-28-11

Digital Imaging Systems, LLC Date

Marian Sheppard, Chief Deputy
Clerk of the Board

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

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.

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011
Date

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

DIGITAL IMAGING SYSTEMS:

Chuck Ammon
Individual Authorized to Sign

Chuck Ammon
Print Name

President
Title

6-27-2011
Date

Villegas, Cassandra

From: David_Clark@kyoceramita.com
Sent: Tuesday, June 14, 2011 3:03 PM
To: Villegas, Cassandra
Subject: Re: Explanation on Signatures

Cassandra,

Kyocera executes a lease and addendum once the equipment is received. Upon receiving the installation paperwork the lease is signed and agreement # is established. A lease cannot be executed prior because it would make it a live lease prior to equipment being installed.

Have a great day!
Dave Clark - CDIA+ Certified
Government Accounts Manager
KYOCERA Mita America
P: 480.306.7066
C: 623.237.2021
F: 623.321.1308
E: david.clark@kyoceramita.com

ARF-657

Item #: 2- K

Regular BOS Meeting

Date: 07/05/2011

Reporting Period: Recorder's Office Monthly Report for May 2011

Submitted For: Sadie Dalton,
Recorder

Submitted By: Sadie Dalton,
Recorder's Office

Information

Subject

Recorder's Office Monthly Report for May 2011.

Suggested Motion

Approval of the May 2011 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Link: [Recorder's Office Monthly Report for May 2011](#)



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF MAY 2011

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Tomerlin Dalton, Gila County Recorder

SD

Bank Deposit Summary, From 5/1/11 12:00AM To 5/31/11 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
May 2, 2011 8:12:17 AM	1854	B	Globe	\$260.00
May 2, 2011 8:12:17 AM	1855	B	Globe	\$117.00
May 2, 2011 8:12:17 AM	1856	B	Payson	\$29.00
May 3, 2011 8:07:36 AM	1859	B	Payson	\$20.00
May 3, 2011 8:07:36 AM	1860	B	Globe	\$283.00
May 3, 2011 8:15:02 AM	1857	B	Payson	\$121.00
May 3, 2011 8:15:02 AM	1858	B	Globe	\$710.00
May 5, 2011 8:54:03 AM	1861	B	Globe	\$297.00
May 6, 2011 8:24:26 AM	1865	B	Payson	\$0.00
May 6, 2011 8:24:26 AM	1866	B	Globe	\$303.00
May 6, 2011 9:57:25 AM	1862	B	PAYSON 5/5/11	\$49.00
May 6, 2011 9:57:25 AM	1863	B	GLOBE 5/5/11	\$266.00
May 9, 2011 8:32:39 AM	1867	B	Payson	\$138.00
May 9, 2011 8:32:39 AM	1868	B	Globe	\$665.00
May 10, 2011 8:19:29 AM	1869	B	Payson	\$32.00
May 10, 2011 8:19:29 AM	1870	B	Globe	\$130.50
May 11, 2011 9:25:45 AM	1871	B	Globe	\$196.00
May 11, 2011 9:25:45 AM	1872	B	Payson	\$33.00
May 12, 2011 4:52:44 PM	1873	B	Globe	\$635.00
May 12, 2011 4:52:44 PM	1874	B	Payson	\$51.00
May 13, 2011 4:51:19 PM	1875	B	Globe	\$923.60
May 13, 2011 4:51:19 PM	1876	B	Payson	\$61.00
May 16, 2011 4:55:45 PM	1877	B	Payson	\$135.00
May 16, 2011 4:55:45 PM	1878	B	Globe	\$1,160.00
May 17, 2011 4:52:46 PM	1879	B	Globe	\$263.00
May 17, 2011 4:52:46 PM	1880	B	Payson	\$131.00
May 18, 2011 8:12:02 AM	1881	B	Payson	\$90.00
May 18, 2011 8:12:02 AM	1882	B	Globe	\$314.00
May 19, 2011 4:52:26 PM	1883	B	Payson	\$57.00
May 19, 2011 4:52:26 PM	1884	B	Globe	\$284.00
May 20, 2011 8:25:15 AM	1885	B	Payson	\$92.00
May 20, 2011 8:25:15 AM	1886	B	Globe	\$500.00
May 23, 2011 8:25:15 AM	1887	B	Payson	\$164.00
May 23, 2011 8:25:15 AM	1888	B	Globe	\$439.00
May 24, 2011 4:54:35 PM	1889	B	Payson	\$75.00
May 24, 2011 4:54:35 PM	1890	B	Globe	\$819.00
May 25, 2011 4:55:33 PM	1891	B	Globe	\$352.00
May 25, 2011 4:55:33 PM	1892	B	Payson	\$58.00
May 26, 2011 4:53:09 PM	1893	B	Payson	\$65.00
May 26, 2011 4:53:09 PM	1894	B	Globe	\$550.00
May 27, 2011 8:27:31 AM	1895	B	Payson	\$66.50
May 27, 2011 8:27:31 AM	1896	B	Globe	\$8,326.00
May 31, 2011 8:27:31 AM	1897	B	Payson	\$54.00
May 31, 2011 8:27:31 AM	1898	B	Payson	\$15.00
May 31, 2011 8:27:31 AM	1899	B	Globe	\$884.00

Total \$20,213.60
 -406.00
 \$19807.60

There are 3 deposits on this months deposit sheet there from last months.

MONTHLY ACTIVITY REPORT -MAY 2011

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
5/2/2011	831.00	747.00	328.00	328.00	0.00	0.00	0.00	572.00	1403.00
5/3/2011	303.00	304.00	160.00	160.00	0.00	0.00	0.00	321.00	624.00
5/4/2011	297.00	241.00	84.00	84.00	0.00	0.00	0.00	112.00	409.00
5/5/2011	315.00	339.00	156.00	156.00	0.00	0.00	0.00	336.00	651.00
5/6/2011	303.00	334.00	188.00	188.00	0.00	0.00	75.00	482.00	710.00
5/9/2011	803.00	634.00	296.00	296.00	0.00	0.00	0.00	423.00	1226.00
5/10/2011	162.50	210.50	88.00	88.00	0.00	0.00	0.00	224.00	386.50
5/11/2011	229.00	483.00	218.00	218.00	0.00	0.00	0.00	690.00	919.00
5/12/2011	686.00	524.00	204.00	204.00	0.00	0.00	0.00	246.00	932.00
5/13/2011	984.60	449.00	208.00	208.00	0.00	0.00	603.60	484.00	865.00
5/16/2011	1295.00	788.80	324.00	416.00	0.00	1032.00	0.00	1265.80	2560.80
5/17/2011	394.00	316.00	140.00	140.00	0.00	0.00	12.00	202.00	596.00
5/18/2011	404.00	371.00	176.00	176.00	0.00	0.00	0.00	319.00	723.00
5/19/2011	341.00	247.00	132.00	132.00	0.00	0.00	0.00	170.00	511.00
5/20/2011	592.00	579.00	260.00	260.00	0.00	0.00	0.00	507.00	1099.00
5/23/2011	603.00	462.00	232.00	232.00	0.00	0.00	252.00	323.00	926.00
5/24/2011	894.00	712.00	340.00	340.00	0.00	0.00	0.00	498.00	1392.00
5/25/2011	410.00	333.00	128.00	128.00	0.00	0.00	0.00	179.00	589.00
5/26/2011	615.00	518.00	236.00	236.00	0.00	0.00	0.00	375.00	990.00
5/27/2011	8,392.50	454.50	208.00	216.00	0.00	0.00	8000.00	486.00	878.50
5/31/2011	953.00	767.60	248.00	472.00	0.00	522.00	60.00	1056.60	2009.60
TOTAL	19,807.60	9,814.40	4,354.00	4,678.00	0.00	1554.00	9002.60	9271.40	20400.40

Receipt Listing

From 5/1/11 12:00 AM To 5/31/11 11:59 PM

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePayAccounts	1005 Suspense - Prepay	\$9,055.40	(\$8,678.60)	\$376.80
Cash	Cash/Check	\$19,807.60	\$0.00	\$19,807.60
D-1005-120-01-4612-003	Postage(deferred)	\$22.00	(\$18.00)	\$4.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$66.00	(\$54.00)	\$12.00
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$88.00	(\$72.00)	\$16.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$88.00	(\$72.00)	\$16.00
ETransfer	Electronic Transfers	\$324.00	\$0.00	\$324.00
	Total	\$29,451.00	(\$8,894.60)	\$20,556.40
Liability				
1005 Suspense ChargeAccounts	1005 Suspense - Charge	\$216.00	(\$324.00)	(\$108.00)
	Total	\$216.00	(\$324.00)	(\$108.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$398.00)	(\$398.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$24.00)	(\$24.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1,222.40)	(\$1,222.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$302.00)	(\$302.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$78.00)	(\$78.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$86.00)	(\$86.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$70.00)	(\$70.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,506.00)	(\$7,506.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$53.00)	(\$53.00)
1005-120-01-4612-027	Fax	\$0.00	(\$75.00)	(\$75.00)
1005-120-01-4612-029	Search	\$0.00	(\$16.00)	(\$16.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$4,370.00)	(\$4,370.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,694.00)	(\$4,694.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,554.00)	(\$1,554.00)
	Total	\$0.00	(\$20,448.40)	(\$20,448.40)
	Total	\$29,667.00	(\$29,667.00)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$19,807.60	\$0.00	\$19,807.60
	Range Total	\$19,807.60	\$0.00	\$19,807.60

Sadie Tomerlin Dalton
 Gila County Recorder
 For Month Of:

New Fiscal Year Form

FY		2010-2011					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.40	25,519.99
Sept	1,307	5,068	12,025.86	1,287.98	4,644	12.80	23,038.64
Oct	1,106	4,296	10,585.07	1,748.22	4,048	3.20	20,680.49
Nov	1,249	4,736	11,058.39	840.00	4,212	2.40	20,848.79
Dec	1,267	4,416	9,298.14	3,794.00	4,188	4.80	21,700.94
Jan	1,133	4,104	12,578.00	1,093.00	3,944	3.20	21,722.20
Feb	1,429	5,356	13,207.02	1,017.00	4,909	0.80	24,489.82
Mar	1,269	4,828	10,205.64	1,532.00	4,316	0.00	20,881.64
Apr	1,180	4,372	10,274.20	1,478.86	4,156	0.00	20,281.06
May	1,243	4,678	9,433.28	1,554.00	4,354	0.00	20,019.28
June		0	0.00	0.00	0	0.00	0.00
Total	13,675	51,122	123,337.41	17,304.26	47,399	53.60	239,216.27
Fiscal Year		239,216.27					
All Monies							

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR		May 2011		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$9,002.60	\$0.00	\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$9,271.40	\$268.80	
8		RECORDING FEES	\$9,814.40	\$0.00	\$9,814.40	
9		REFUNDS-EXCESS FEES	\$0.00	\$53.00	\$53.00	
10		INTEREST PD TO ACCT	\$0.68	\$0.00	\$0.68	
11		epymts rec'd not yet entered	\$0.00	\$60.00	\$60.00	
12	TOTAL 1005 FUNDS		\$18,817.68	\$9,384.40	\$9,433.28	
13						
14	SECTION II					
15		7143 FUND (ASSESSOR)	\$4,354.00	\$0.00	\$4,354.00	
16		7145 FUND (RECORDER)	\$4,678.00	\$0.00	\$4,678.00	
17		7146 FUND (MINING - 80% STATE TREAS)	\$0.00	\$0.00	\$0.00	
18		7146 FUND (MINING - 20% RECORDER)	\$0.00	\$0.00	\$0.00	
19		7147 FUND (COMPUTER SVCS)	\$1,554.00	\$0.00	\$1,554.00	
20	TOTAL SEC II FUNDS		\$10,586.00	\$0.00	\$10,586.00	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		\$29,403.68	\$9,384.40	\$20,019.28	
23						
24						

House Account Summary
 Gila County AZ
 For the Period of 05/01/2011 - 05/31/2011
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$352.00)	\$68.00	\$0.00	(\$284.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$0.00	\$0.00	(\$20.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$200.00)	\$15.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$443.00)	\$84.00	\$0.00	(\$359.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$151.00)	\$37.00	\$0.00	(\$114.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$96.00	\$60.00	\$0.00	\$156.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$1,074.00)	\$0.00	\$0.00	(\$1,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
DOCUT	DOCUTECH CORP	(\$289.00)	\$0.00	\$0.00	(\$289.00)
EQUIT	EQUITY SERVICES	(\$166.00)	\$0.00	\$0.00	(\$166.00)
ERAY	ERA YOUNG REALTY	(\$86.60)	\$46.80	\$0.00	(\$39.80)
EXCEL	EXCEL DOCUMENT SERVICES	(\$126.00)	\$0.00	(\$75.00)	(\$201.00)
FARES	First American Corelogic Inc.	(\$531.40)	\$190.00	\$0.00	(\$341.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,106.20)	\$268.60	\$0.00	(\$837.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$665.00)	\$0.00	\$0.00	(\$665.00)
FNDS	LPS APPLIED ANALYTICS	(\$638.20)	\$190.00	\$0.00	(\$448.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	(\$30.00)	\$18.00	\$0.00	(\$12.00)
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$65.00)	\$0.00	\$0.00	(\$65.00)
IMAPP	IMAPP , INC	(\$26.60)	\$509.00	(\$603.60)	(\$121.20)
IRS	INTERNAL REVENUE SERVICE	\$96.00	\$156.00	(\$324.00)	(\$72.00)
LA001	First American Title Lenders Advantage	(\$647.50)	\$14.00	\$0.00	(\$633.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$1,259.00)	\$486.00	\$0.00	(\$773.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$610.00)	\$404.00	\$0.00	(\$206.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,544.00)	\$6,697.00	(\$7,000.00)	(\$6,847.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$249.00)	\$0.00	\$0.00	(\$249.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$296.20)	\$28.00	(\$1,000.00)	(\$1,268.20)
Title 1 copy	Debbie Swann	(\$53.00)	\$0.00	\$0.00	(\$53.00)
Totals		(\$16,365.77)	\$9,271.40	(\$9,002.60)	(\$16,096.97)

ARF-621

Item #: 2- L

Regular BOS Meeting

Date: 07/05/2011

Reporting Period: Globe Regional Justice of the Peace Monthly Report for May 2011

Submitted For: Mary Navarro

Submitted By: Mary Navarro,
Superior Court

Information

Subject

Globe Regional Justice of the Peace Monthly Report for May 2011.

Suggested Motion

Approval of the May 2011 montly departmental activity report submitted by the Globe Regional Justice of the Peace.

Attachments

Link: [Globe Regional Justice Court Report for 05/11](#)

Link: [Globe Regional Justice Court report for 05/11](#)

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

MAY, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Child Passenger Restraint	ZCPRF		STATE	\$ 47.84	\$ 2.40	\$ 45.44
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,002.66	\$ 50.14	\$ 952.52
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,519.13		\$ 2,519.13
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,262.00		\$ 2,262.00
Game and Fish - Wildlife	ZGF		STATE	\$ 178.26	\$ 8.92	\$ 169.34
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,949.62	\$ 97.49	\$ 1,852.13
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 160.36	\$ 8.02	\$ 152.34
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 83.46	\$ 4.18	\$ 79.28
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 50.60	\$ 2.53	\$ 48.07
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,878.57		\$ 1,878.57
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,016.75	\$ 450.84	\$ 8,565.91
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,610.00	\$ 80.50	\$ 1,529.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,043.94	\$ 52.20	\$ 991.74
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 378.25	\$ 18.92	\$ 359.33
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 136.31	\$ 6.82	\$ 129.49
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,292.61	\$ 64.64	\$ 1,227.97
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 17,527.06	\$ 876.36	\$ 16,650.70
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,279.19	\$ 63.96	\$ 1,215.23
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,016.31		\$ 1,016.31
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 168.42	\$ 8.43	\$ 159.99
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,892.37		\$ 1,892.37
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 385.30	\$ 19.27	\$ 366.03
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,104.30		\$ 1,104.30
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 484.10	\$ 24.21	\$ 459.89
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 164.72		\$ 164.72
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 109.81		\$ 109.81
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 226.43	\$ 11.33	\$ 215.10
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 197.32	\$ 9.87	\$ 187.45
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,522.79	\$ 126.14	\$ 2,396.65
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 29.44	\$ 1.48	\$ 27.96
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 593.46	\$ 29.68	\$ 563.78
Prison Construction Fund	ZPCOF		T908-2061	\$ 3,248.21	\$ 162.42	\$ 3,085.79
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 358.90	\$ 17.95	\$ 340.95
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 5,694.20	\$ 284.71	\$ 5,409.49
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 72.13	\$ 3.61	\$ 68.52
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 368.53		\$ 368.53
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 2,900.99		\$ 2,900.99
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,933.98		\$ 1,933.98
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 315.73	\$ 15.79	\$ 299.94
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 50.00	\$ 2.50	\$ 47.50
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 66,254.05	\$ 2,505.31	\$ 63,748.74

TOTAL ADJUSTED BALANCE VERIFICATION \$ 63,748.74

TOTAL RESTITUTION RECEIVED \$ 2,457.24

TOTAL RECEIPTS THIS MONTH \$ 68,711.29

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/2/2011	5875	\$ 8,032.18	ARIZONA STATE TREASURER
6/2/2011	5876	\$ 58,174.37	GILA COUNTY TREASURER
6/2/2011	5877	\$ 47.50	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 66,254.05	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 25,250.02	CHECKBOOK BALANCE AFTER REMITTANCES

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of MAY, 2011. To the best of my knowledge, information and belief.

Justice of the Peace

Subscribed and Sworn to before me this

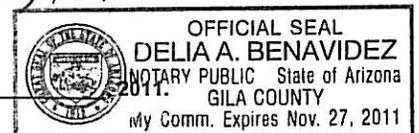
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day of

Handwritten date: June

Notary Public

My Commission Expires:



**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: MAY, 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$31,746.03
RECEIVED DURING THE MONTH	\$10,201.90
DISBURSED DURING THE MONTH	\$12,453.55
BALANCE AT THE END OF THE MONTH	\$29,494.38



Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-670

Item #: 2- M

Regular BOS Meeting

Date: 07/05/2011

Reporting Period: Human Resources report for the week of July 5, 2011.

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources

Information

Subject

Human Resources report for the week of July 5, 2011.

Suggested Motion

Approval of the Human Resources report for the week of July 5, 2011.

Attachments

Link: [07/05/11 Human Resources Agenda](#)

HUMAN RESOURCES ACTION ITEMS
JULY 5, 2011

HIRES TO COUNTY SERVICE:

1. Candy Bell – Human Resources and Library Services – Human Resources and Library Services Assistant – 07/18/11 – Human Resources and Library Services General Funds – Additional work required from Human Resources and Library Services Departments

TEMPORARY HIRES TO COUNTY SERVICE:

2. William R. Flower – Globe Regional Justice Court – Temporary Justice of the Peace Pro Tem – 05/01/11 – General Fund

DEPARTMENTAL TRANSFER:

3. Deloris Rascon – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 06/20/11 – General Fund

END PROBATIONARY PERIOD:

4. Jennifer Caster – Probation – Administrative Clerk Senior – 06/20/11 – Juvenile Intensive Probation Fund

POSITION REVIEW:

5. Nicole Chase – County Attorney – From Legal Secretary – To Legal Secretary Sr. – 06/13/11 – Change in title and grade due to promotion plan

REQUEST PERMISSION TO POST:

6. Public Works Fairgrounds – Building and Grounds Maintenance Worker – Vacated by Marion Faubush – Vacated on February 28, 2011
7. Administrative Services – Administrative Clerk – Vacated by Virginia Mounce – Vacated on April 22, 2011

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

8. Shadow Bryant – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – DOH 06/13/11 – Declined position due to prior obligations