

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

REGULAR MEETING - TUESDAY, NOVEMBER 1, 2011 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Public recognition of 14 employees for September's and October's "Spotlight on Employees" Program, as follows: Nancy Rutherford, William Swede Carlson, Sarah White, Betty Vanta, Nyra Hillery, Michael Ybarra, Zack Andrade, Tiffany Sanchez, Richard Stockwell, Tim Scott, Jack Mathews, Sine Scott, Johnnie Perez and Anthony Puskaric. **(Erica Raymond)**
- 3 **PUBLIC HEARINGS:**
 - A **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 11-11-01 designating Homestead Avenue and Kachina Trail as Country Dirt Roads and accepting said roads into the Gila County Maintained Roadway System and to authorize the Chairman's signature on the Country Dirt Road easement **(Steve Sanders)**
- 4 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to appoint the following employees: Shane Stuler, Kevin Kenney, and Michael O'Driscoll as hearing officers for the Gila County Animal Control Department. **(Michael O'Driscoll)**
 - B Information/Discussion/Action to approve the Order to adopt changes to voting precinct boundaries and regular polling place locations, as set forth in Exhibits A-I, effective upon preclearance by the Department of Justice. **(Linda Eastlick)**
 - C Information/Discussion/Action to implement Phase II (a) of the Gila County Courthouse Security Plan at a cost not to exceed \$85,000 and to return to the Board of Supervisors in February 2012, for further review and possible approval of Phase II (b) and Phase III. **(Berthan DeNero)**
 - D Information/Discussion/Action to authorize Chairman's signature on the amended Intergovernmental Agreement between the City of Globe and Gila County pertaining to the Broad Street Phase II Project. **(Steve Stratton)**
 - E Information/Discussion/Action to authorize the Chairman's signature on Termination and Release of Lease for the real property location at 4053 East Highway 60, Claypool, AZ between Freeport-McMoRan Miami, Inc. and Gila County effective July 1, 2011. **(Steve Stratton)**

- F Information/Discussion/Action to adopt the County Supervisors Association 2011 Legislative Summit Report and authorize the County Manager and Deputy County Manager to support or oppose any legislation which furthers those goals and priorities or is in the best interests of Gila County. **(Don McDaniel)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors to add subsection 34.2 to Section 34.0 - Audit, and add subsection 35.2 to Section 35.0 - Applicable Law.
- B Approval to accept the reappointment of Cindy Fletcher, representing the private sector, to the Gila/Pinal Workforce Investment Board for an additional four-year term retroactive from July 27, 2011, to July 26, 2015.
- C Approval of an Intergovernmental Agreement for Election Services between Gila County Department of Elections and the Town of Payson to provide voting equipment for their mayor and council election on March 13, 2012, and run-off election on May 15, 2012, (if needed).
- D Acknowledgment of the resignation of Mr. Harry Jones from the Whispering Pines Fire District Governing Board and the appointment of Mr. Chris Oberg to complete the term of Mr. Jones, which expires November 30, 2014.
- E Acknowledgment of the resignation of Ms. Brenda Straw from the Tonto Basin Fire District Governing Board and the appointment of Ms. Kathryn Ann Dorsett to complete the term of Ms. Straw, which expires November 30, 2012.
- F Approval of Amendment No. 1 to a U.S. Department of Agriculture Forest Service Special Use Authorization to allow the Forest Service to dump at the Buckhead Mesa Landfill and the Forest Service will be extended a fee credit at the landfill in the amount of the annual landfill bill through December 31, 2012.
- G Approval of the September 2011 Monthly Office Activity Report submitted by The Payson Regional Constable's Office
- H Approval of the September, 2011 monthly departmental activity report submitted by the Globe Regional Justice Court
- I Approval of the September 2011 monthly departmental activity report submitted by Clerk of the Superior Court
- J Approval of the March 1, 2011, March 3, 2011, March 15, 2011, April 12, 2011, April 19, 2011, and June 7, 2011, BOS Meeting Minutes.
- K Acknowledgement of the Human Resources report for all personnel action items approved by the County Manager for the month of October 2011.

- L Approval of finance reports/demands/transfers for the weeks of October 25, 2011, and November 1, 2011.
- M Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks ending October 14, 2011, and October 21, 2011.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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

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

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

ARF-881

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Berthan DeNero **Submitted By:** Erica Raymond, Human Resources

Department: Human Resources

Presenter's Name: Erica Raymond

Information

Request/Subject

September's and October's "Spotlight on Employees" Program

Background Information

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

Evaluation

N/A

Conclusion

N/A

Recommendation

To allow the Human Resources Department to publicly recognize employees for September and October 2011 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 14 employees for September's and October's "Spotlight on Employees" Program, as follows: Nancy Rutherford, William Swede Carlson, Sarah White, Betty Vanta, Nyra Hillery, Michael Ybarra, Zack Andrade, Tiffany Sanchez, Richard Stockwell, Tim Scott, Jack Mathews, Sine Scott, Johnnie Perez and Anthony Puskaric. **(Erica Raymond)**

ARF-910

Public Hearing 3- A

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Steve Sanders **Submitted By:** Steve Sanders, Public Works Division

Department: Public Works Division **Division:** Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Public Hearing to adopt Resolution No. 11-11-01

Background Information

Gila County Public Works Policy No. ENG 03-04 gives procedures and guidelines for accepting certain types of dirt roads into the Gila County maintained roadway system. Homestead Avenue and Kachina Trail meet the guidelines established by Policy No. ENG 03-04.

During the BOS meeting on May 18, 2010, the Board accepted a citizens' petition to begin the process to establish Homestead Avenue and Kachina Trail as Country Dirt Roads. After accepting the petition an easement and signature pages were prepared and given to the petitioner for signatures. One of the requirements for accepting a road into the system is for every landowner adjoining the road to give Gila County an easement on the road. If numerous properties are located along the road this can be a lengthy process.

Public Works has now received the easement along with all of the necessary signatures of property owners along the roads.

Homestead Avenue is approximately 1,640 feet in length, and Kachina Trail is approximately 1,320 feet in length. Both roads are located next to the Gila County Fairgrounds.

Evaluation

The easement and the signatures meet the requirements established by Policy No. ENG 03-04. Homestead Avenue and Kachina Trail also meet the requirements established by said policy. To add these roads into the Gila County Maintained Roadway System would not cause an increased maintenance burden on the road department. The addition of the roads would also be reflected in the increased mileage to our Highway Revenue User Fund (HURF) and should show a slight increase in HURF revenue.

Conclusion

Homestead Avenue and Kachina Trail meet the guidelines that have been adopted for Country Dirt Roads and the easement and signatures are complete. Acceptance of these roads would allow County staff to begin maintenance of the roads which would provide residents with improved roads for their travels to and from their homes.

Recommendation

It is the recommendation of the Deputy Director of Public Works that Homestead Avenue and Kachina Trail be accepted for maintenance as Country Dirt Roads and included in the Gila County Maintained Roadway System.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 11-11-01 designating Homestead Avenue and Kachina Trail as Country Dirt Roads and accepting said roads into the Gila County Maintained Roadway System and to authorize the Chairman's signature on the Country Dirt Road easement (**Steve Sanders**)

Attachments

Resolution No. 11-11-01

Homestead Ave and Kachina Trail Easement

Homestead Ave and Kachina Trail Map



RESOLUTION NO. 11-11-01

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
DESIGNATING HOMESTEAD AVENUE AND KACHINA TRAIL AS
COUNTRY DIRT ROADS AND ACCEPTING SAID ROADS INTO THE
GILA COUNTY COUNTRY DIRT ROAD MAINTENANCE SYSTEM.**

WHEREAS, in accordance with the provisions of A.R.S. §28-6701 The Gila County Board of Supervisors may establish, alter, or abandon highways within its jurisdiction; and,

WHEREAS, a petition for the establishment of signed by ten or more resident taxpayers has been presented to the Gila County Board of Supervisors; and,

WHEREAS, a date for a public hearing on the petition has been set and preceded by advertising once a week for two consecutive weeks; and,

WHEREAS, Homestead Avenue and Kachina Trail meet the requirements of Gila County Public Works Policy Number ENG 03-04 on the establishment of Country Dirt Roads.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Gila County Board of Supervisors that Homestead Avenue and Kachina Trail as shown on the attached Exhibit "A", are hereby declared Country Dirt Roads and are accepted for maintenance into the Gila County Country Dirt Road System as prescribed by Gila County Public Works Policy ENG 03-04.

PASSED AND ADOPTED this 1st day of November 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

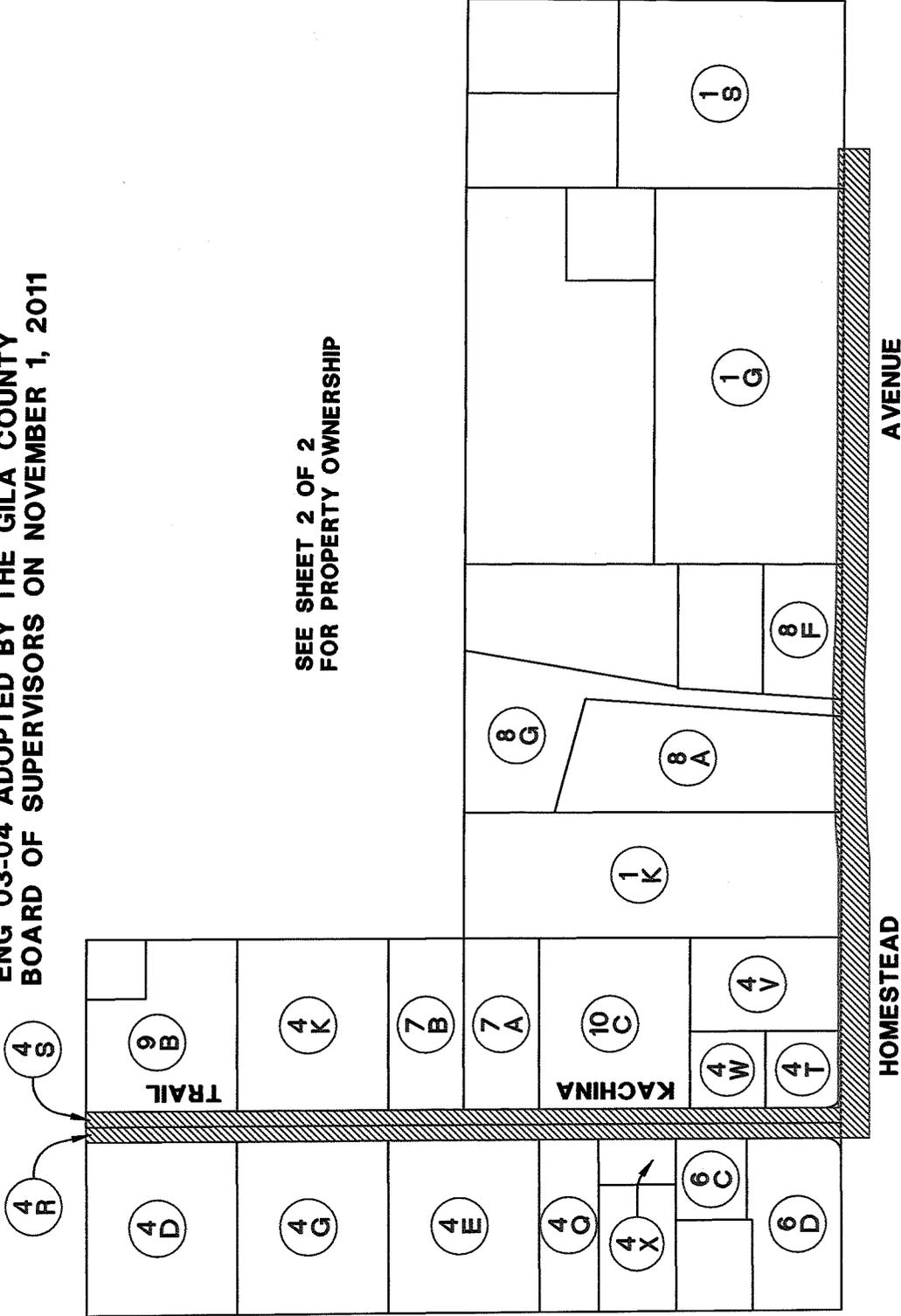
Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

EXHIBIT "A"

**HOMESTEAD AVENUE AND KACHINA TRAIL - FIFTY FOUR FOOT WIDE GILA COUNTY
COUNTRY DIRT ROAD PER GILA COUNTY
DIVISION OF PUBLIC WORKS POLICY NUMBER
ENG 03-04 ADOPTED BY THE GILA COUNTY
BOARD OF SUPERVISORS ON NOVEMBER 1, 2011**



SEE SHEET 2 OF 2
FOR PROPERTY OWNERSHIP



HOMESTEAD AVENUE
& KACHINA TRAIL

GILA COUNTY
COUNTRY DIRT ROAD
ENG POLICY NO. 03-04

Gila County Public Works

STEVE STRATTON, DIRECTOR
1400 East Ash
Globe, AZ 85501
(928) 425-3231
FAX (928) 425-8104

APPROVED:
11/01/11

REVISED:

HOMESTEAD AVENUE

1 G	TAX PARCEL NO. 205-29-001G MELVIN & CATHY DANIEL
1 K	TAX PARCEL NO. 205-29-001K GEORGE GONZALES
1 S	TAX PARCEL NO. 205-29-001S JAMES & SHARON JORDAN
4 D	TAX PARCEL NO. 205-29-004D JONOVICH TRUST
4 E	TAX PARCEL NO. 205-29-004E MICHAEL & PADUNG TIP COOK
4 G	TAX PARCEL NO. 205-29-004G JONOVICH TRUST
4 K	TAX PARCEL NO. 205-29-004K JOHN & VICKI CIENFUEGOS
4 O	TAX PARCEL NO. 205-29-004O KEITH & SHERIDAN HEIMER
4 R	TAX PARCEL NO. 205-29-004R GLOBEN ENTERPRISES INC.
4 S	TAX PARCEL NO. 205-29-004S MANNY & MARY CASILLAS
4 T	TAX PARCEL NO. 205-29-004T JACK & MARTHA SPEER

4 V	TAX PARCEL NO. 205-29-004V DAVID & JENNIFER KIMES
4 W	TAX PARCEL NO. 205-29-004W BYRON & STELLA NEELEY
4 X	TAX PARCEL NO. 205-29-004X HOPE BARNETT
6 C	TAX PARCEL NO. 205-29-006C GAYLE DOSSEY
6 D	TAX PARCEL NO. 205-29-006D O LEARY FAMILY TRUST
7 A	TAX PARCEL NO. 205-29-007A SHIRLA D. STRINGER
7 B	TAX PARCEL NO. 205-29-007B STEVE RIVERA
8 A	TAX PARCEL NO. 205-29-008A CHARLES & JACKIE BREWER
8 F	TAX PARCEL NO. 205-29-008F GLEN & RITA HASSARD
8 G	TAX PARCEL NO. 205-29-008G GLEN & RITA HASSARD
9 B	TAX PARCEL NO. 205-29-009B HARWARD & KARLA PEDDIE
10 C	TAX PARCEL NO. 205-29-010C DANIEL DOBBS

APPROVED:

11/01/11

REVISED:

Gila County Public Works

STEVE STRATTON, DIRECTOR

1400 East Ash
Globe, AZ 85501
(928) 425-3231
FAX (928) 425-8104

HOMESTEAD AVENUE
& KACHINA TRAIL

GILA COUNTY
COUNTRY DIRT ROAD
ENG POLICY NO. 03-04



Recording Requested by:
Gila County

When recorded, deliver to:

PUBLIC WORKS/ENGINEERING DEPARTMENT

COUNTRY DIRT ROAD EASEMENT

This indenture, made this _____ day of _____ 2011, between Daniel E. and Cathy R. Melvin, George G. Gonzales, James Eugene and Sharon A Jordan, Daniel and Olive Darlene Jonovich, Trustees Jonovich Trust, Michael L. and Padungtip Cook, John and Vicki Lynn Cienfuegos, Vernon Keith and Sheridan Lynn Heimer, Globen Enterprises Inc., C/O Barbi Neary, Manny P. and Mary L. Casillas, Jack Douglas Jr., and Martha Juanita Speer, David S. and Jennifer A. Kimes, Byron C. and Stella R. Neeley, Hope T. Barnett, Gayle Dossey, Lynn A and Gertrude E. O Leary, Trustees, O Leary Family Trust, Shirla D. Stringer, Steve R. Rivera, Charles O. and Jackie L. Brewer, Glen E. and Rita Hassard, Harward and Karla J. Peddie, and Daniel L. Dobbs, the undersigned Grantors and Gila County, a body politic, the undersigned Grantee;

WITNESSETH:

That for and in the consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor/s does hereby grant, bargain, convey unto the Grantee, a non-exclusive easement over and across the following described property:

**See Exhibit "A" attached hereto and by this reference made a part hereof
Said Easement is for Public Ingress/Egress
Exempt from Affidavit of Property Value per A.R.S. §11-1134(A) (2)**

If at any time this easement is abandoned by Grantee, the rights granted herein shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described property and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHERE the Grantor has caused this indenture to be signed on the day and year first written above written.

Grantor:

- *G Hassard*

Glen E. Hassard

Grantor:

G Hassard

Howard Peddie

Grantor:

Daniel L. Dobbs.

Gila County, a body Politic

Grantee:

TOMMIE C. MARTIN, Chairman

Approved as to Form:

Bryan Chambers, Chief Deputy County Attorney

Grantor:

Rita Hassard

Rita Hassard

Grantor:

Karla J. Peddie

Attest:

Clerk of the Board

Grantor:

X _____
Glen E. Hassard

Grantor:

Howard Peddie

Grantor:

Daniel L. Dobbs
Daniel L. Dobbs.

Grantor:

X _____
Rita Hassard

Grantor:

Karla J. Peddie

Gila County, a body Politic

Grantee:

Michael A. Pastor, Chairman

Attest:

Clerk of the Board

Approved as to Form.

Bryan Chambers, Chief Deputy County Attorney

Grantor:

X _____
Glen E. Hassard

Grantor:

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Rita Hassard

Grantor:

Howard Peddie
_____ Howard Peddie

Grantor:

Karla J. Peddie
_____ Karla J. Peddie

Grantor:

Daniel L. Dobbs.

Gila County, a body Politic

Grantee:

Attest:

Michael A. Pastor, Chairman

Clerk of the Board

Approved as to Form:

Bryan Chambers, Chief Deputy County Attorney

Grantor:

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George G. Gonzales

Grantor:

Sharon A. Jordan

Grantor:

Olive Darlene Jonovich, Trustee
Jonovich Trust

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Padungtip Cook

Grantor:

Vicki Lynn Cienfuegos

Grantor:



Sheridan Lynn Heimer

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Vernon Keith Heimer

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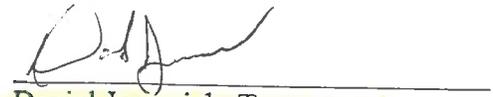
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Hope T. Barnett,

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O Leary Family Trust

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Thomas W. Joines
C/O Kay Joines

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X Charles O. Brewer

Grantor:

Mary L. Casillas
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Martha Juanita Speer

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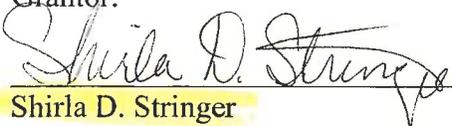
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Hope T. Barnett,

Grantor:

X _____
Lynn A O Leary, Trustee
O Leary Family Trust

Grantor:



Thomas W. Joines
C/O Kay Joines

Grantor:

X _____
Charles O. Brewer

Grantor:

Mary L. Casillas

Grantor:

Martha Juanita Speer

Grantor:

X _____
Jennifer A. Kimes

Grantor:

X _____
Stella R. Neeley

Grantor:

X _____
Gayle Dossey

Grantor:

X _____
Gertrude E. O Leary, Trustee
O Leary Family Trust

Grantor:

Steve R. Rivera

Grantor:

X _____
Jackie L. Brewer

Grantor:

Manny P. Casillas

Grantor:

Jack Douglas Speer Jr.

Grantor:

X _____
David S. Kimes

Grantor:

X _____
Byron C. Neeley

Grantor:

Hope T. Barnett,

Grantor:

X _____
Lynn A O Leary, Trustee
O Leary Family Trust

Grantor:

Thomas W. Joines
C/O Kay Joines

Grantor:

X _____
Charles O. Brewer

Grantor:

Mary L. Casillas

Grantor:

Martha Juanita Speer

Grantor:

X _____
Jennifer A. Kimes

Grantor:

X _____
Stella R. Neeley

Grantor:

X _____
Gayle Dossey

Grantor:

X _____
Gertrude E. O Leary, Trustee
O Leary Family Trust

Grantor:

Steve R. Rivera
Steve R. Rivera

Grantor:

X _____
Jackie L. Brewer

Grantor:

Manny P. Casillas

Grantor:

Jack Douglas Speer Jr.

Grantor:

X David S. Kimes

Grantor:

X Byron C. Neeley

Grantor:

Hope T. Barnett,

Grantor:

X Lynn A O Leary, Trustee
O Leary Family Trust

Grantor:

Thomas W. Joines
C/O Kay Joines

Grantor:

X Charles O. Brewer
Charles O. Brewer

Grantor:

Mary L. Casillas

Grantor:

Martha Juanita Speer

Grantor:

X Jennifer A. Kimes

Grantor:

X Stella R. Neeley

Grantor:

X Gayle Dossey

Grantor:

X Gertrude E. O Leary, Trustee
O Leary Family Trust

Grantor:

Steve R. Rivera

Grantor:

X Jackie L. Brewer
Jackie L. Brewer

Grantor:

Daniel E Melvin

Daniel E. Melvin

Grantor:

George G. Gonzales

Grantor:

Sharon A. Jordan

Grantor:

Olive Darlene Jonovich, Trustee
Jonovich Trust

Grantor:

Padungtip Cook

Grantor:

Vicki Lynn Cienfuegos

Grantor:

Sheridan Lynn Heimer

Grantor:

Cathy R Melvin

Cathy R. Melvin

Grantor:

James Eugene Jordan

Grantor:

Daniel Jonovich, Trustee
Jonovich Trust

Grantor:

Michael L. Cook

Grantor:

John Cienfuegos

Grantor:

Vernon Keith Heimer

Grantor:

Globen Enterprises Inc.
C/O Barbi Neary

Grantor:

Manny P. Casillas

Grantor:

Jack Douglas Speer Jr.

Grantor:

X _____
David S. Kimes

Grantor:

X _____
Byron C. Neeley

Grantor:

Hope T. Barnett,

Grantor:

X _____
Lynn A O Leary, Trustee
O Leary Family Trust

Grantor:

Thomas W. Joines
C/O Kay Joines

Grantor:

X _____
Charles O. Brewer

Grantor:

Mary L. Casillas

Grantor:

Martha Juanita Speer

Grantor:

X _____
Jennifer A. Kimes

Grantor:

X _____
Stella R. Neeley

Grantor:

X _____
Gayle Dossey
Gayle Dossey

Grantor:

X _____
Gertrude E. O Leary, Trustee
O Leary Family Trust

Grantor:

Steve R. Rivera

Grantor:

X _____
Jackie L. Brewer

Grantor:

X _____
Daniel E. Melvin

Grantor:

X _____
George G. Gonzales

Grantor:

X *Sharon A. Jordan*
Sharon A. Jordan

Grantor:

Olive Darlene Jonovich, Trustee
Jonovich Trust

Grantor:

Padungtip Cook

Grantor:

Vicki Lynn Cienfuegos

Grantor:

Sheridan Lynn Heimer

Grantor:

X _____
Cathy R. Melvin

Grantor:

X *James Eugene Jordan*
James Eugene Jordan

Grantor:

Daniel Jonovich, Trustee
Jonovich Trust

Grantor:

Michael L. Cook

Grantor:

John Cienfuegos

Grantor:

Vernon Keith Heimer

Grantor:

Globen Enterprises Inc.
C/O Barbi Neary

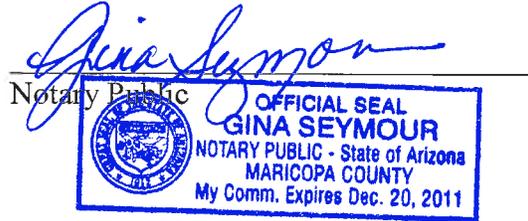
STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa

ACKNOWLEDGMENT

On this 14th day of September 2010, before me, the undersigned Notary Public, personally appeared **VERNON KEITH & SHERIDAN LYNN HEIMER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 12/20/2011



STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____ 2010, before me, the undersigned Notary Public, personally appeared **GLOBEN ENTERPRISES INC., C/O BARBI NEARY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____ 2010, before me, the undersigned Notary Public, personally appeared **MANNY P. & MARY L. CASILLAS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF Gila)

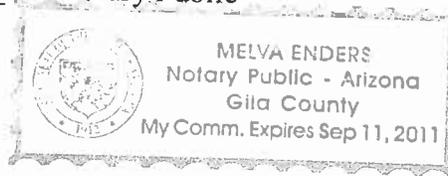
ACKNOWLEDGMENT

On this 19 day of November 2010, before me, the undersigned Notary Public, personally appeared **JOHN & VICKI LYNN CINFUEGOS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 9/11/2011

Melva Enders
Notary Public



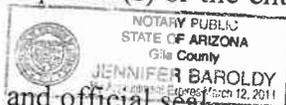
STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

ACKNOWLEDGMENT

On this 10th day of November 2010, before me, the undersigned Notary Public, personally appeared **DANIEL & OLIVE DARLENE JONOVICH, TRUSTEES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Mar 12, 2011



Jennifer Baroldy
Notary Public

STATE OF ARIZONA)

COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 1st day of April 2010, before me, the undersigned Notary Public, personally appeared **MANNY P. & MARY L. CASILLAS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires July 8, 2012


Dorothy Gothard
Notary Public

STATE OF ARIZONA)

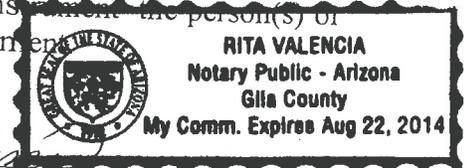
COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 10 day of Nov. 2010, before me, the undersigned Notary Public, personally appeared **HOPE T. BARNETT**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Aug. 22, 2014 Notary Public


RITA VALENCIA
Notary Public - Arizona
Gila County
My Comm. Expires Aug 22, 2014

Rita Valencia

STATE OF ARIZONA)

) ss.

ACKNOWLEDGMENT

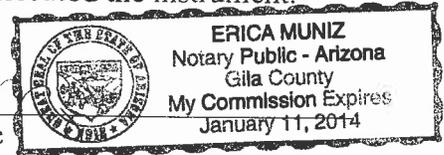
COUNTY OF Gila)

On this 17 day of November 2010, before me, the undersigned Notary Public, personally appeared **HOWARD & KARLA J. PEDDIE**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Jan 11, 2014

Erica
Notary Public

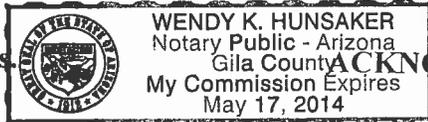


STATE OF ARIZONA)

) ss.

ACKNOWLEDGMENT

COUNTY OF Gila)

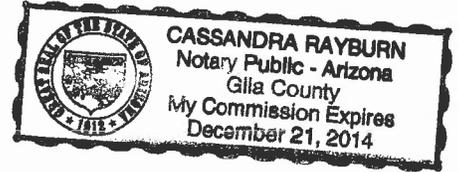


On this 12 day of Nov. 2010, before me, the undersigned Notary Public, personally appeared **MICHAEL L. & PADUNG TIP COOK**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: May 17, 2014

Wendy K. Hunsaker
Notary Public



STATE OF ARIZONA)
COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 15th day of April 2010, before me, the undersigned Notary Public, personally appeared **JACK DOUGLAS JR. & MARTHA JUANITA SPEER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: December 21, 2014


Notary Public

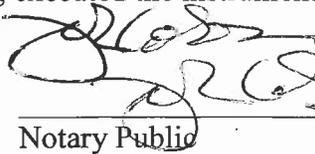
STATE OF ARIZONA)
COUNTY OF Gila) ss.

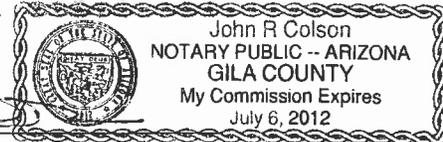
ACKNOWLEDGMENT

On this 12th day of April 2011, before me, the undersigned Notary Public, personally appeared **SHIRLA D. STRINGER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: July 6, 2012


Notary Public



STATE OF ARIZONA)

COUNTY OF GILA) ss.

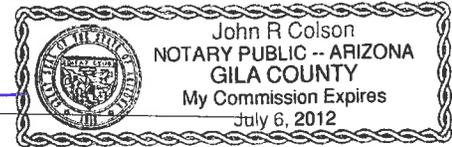
ACKNOWLEDGMENT

On this 6th day of April 2011 ~~2010~~, before me, the undersigned Notary Public, personally appeared **GEORGE G. GONZALES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: July 6 2012

[Signature]
Notary Public



STATE OF ARIZONA)

COUNTY OF Gila) ss.

ACKNOWLEDGMENT

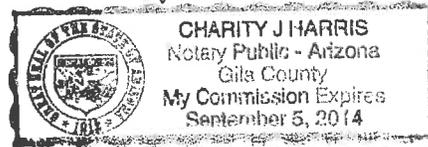
O'Leary

On this 4 day of April 2011 ~~2010~~, before me, the undersigned Notary Public, personally appeared **LYNN A. & GERTRUDE E. TRUSTEES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Sept 5 2014

[Signature]
Notary Public



STATE OF ARIZONA)

COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 5th day of April ~~2010~~²⁰¹¹, before me, the undersigned Notary Public, personally appeared **DAVID S. & JENNIFER A. KIMES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 12/31/2014

Maren George
Notary Public

STATE OF ARIZONA)

COUNTY OF Gila) ss.

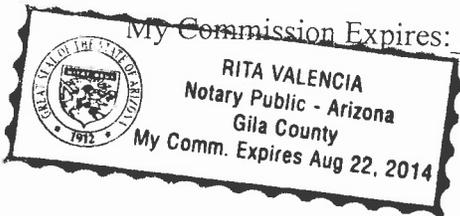
ACKNOWLEDGMENT

On this 4 day of April 2010, before me, the undersigned Notary Public, personally appeared **BYRON C. & STELLA R. NEELEY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Aug 22, 2014

Rita Valencia
Notary Public



STATE OF ARIZONA)

COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 9th day of January, 2011 ~~2010~~, before me, the undersigned Notary Public, personally appeared **DANIEL L. DOBBS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 5/3/2013

Margaret S. Valencia
Notary Public



STATE OF ARIZONA)

COUNTY OF New Mexico) ss.

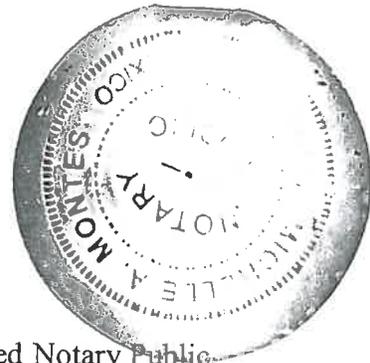
ACKNOWLEDGMENT

On this 15th day of November 2010, before me, the undersigned Notary Public, personally appeared **THOMAS W. JOINES, C/O KAY JOINES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 07/03/2014

Michelle A. Martin
Notary Public



STATE OF ARIZONA)

) ss.

COUNTY OF Gila)

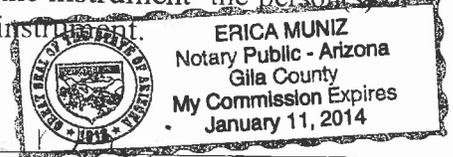
ACKNOWLEDGMENT

On this 9 day of November 2010, before me, the undersigned Notary Public, personally appeared **STEVE R. RIVERA**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Jun 11, 2014

Erica Muniz
Notary Public



STATE OF ARIZONA)

) ss.

COUNTY OF Gila)

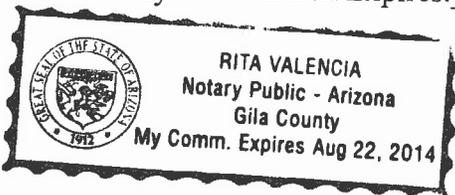
ACKNOWLEDGMENT

On this 12 day of April 2010, before me, the undersigned Notary Public, personally appeared **CHARLES O. & JACKIE L. BREWER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Aug. 22, 2014

Rita Valencia
Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this 11 day of April 2011, before me, the undersigned Notary Public, personally appeared **DANIEL E. & CATHY R. MELVIN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: April 18, 2011

Patricia A Campos

Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF Gila)

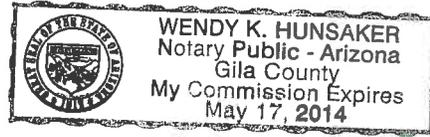
ACKNOWLEDGMENT

On this 12th day of April 2010, before me, the undersigned Notary Public, personally appeared **GAYLE DOSSEY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 03/30/2014

Lynnda Thompson
Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF Gila)

ACKNOWLEDGMENT

On this 12 day of April ²⁰¹¹~~2010~~, before me, the undersigned Notary Public, personally appeared **GLEN E. & RITA HASSARD**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Wendy K Hunsaker

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this 23 day of May ²⁰¹¹~~2010~~, before me, the undersigned Notary Public, personally appeared **JAMES EUGENE & SHARON A. JORDAN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

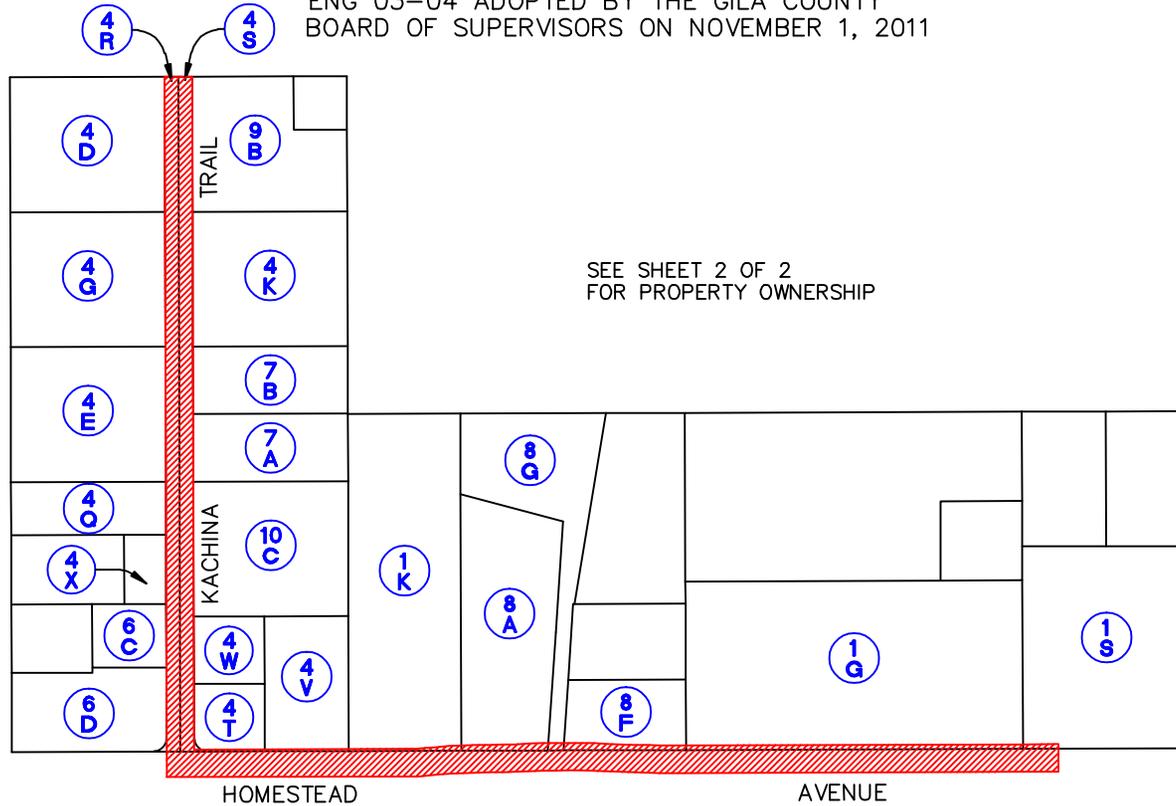
My Commission Expires: 10/30/2012

Lisa L. Marquez
Notary Public

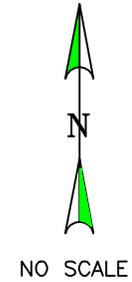


EXHIBIT "A"

HOMESTEAD AVENUE AND KACHINA TRAIL – FIFTY FOUR FOOT WIDE GILA COUNTY
 COUNTRY DIRT ROAD PER GILA COUNTY
 DIVISION OF PUBLIC WORKS POLICY NUMBER
 ENG 03-04 ADOPTED BY THE GILA COUNTY
 BOARD OF SUPERVISORS ON NOVEMBER 1, 2011



SEE SHEET 2 OF 2
 FOR PROPERTY OWNERSHIP



APPROVED:	Gila County Public Works	HOMESTEAD AVENUE & KACHINA TRAIL	
11/01/11			
REVISED:	STEVE STRATTON, DIRECTOR	GILA COUNTY COUNTRY DIRT ROAD ENG POLICY NO. 03-04	SHEET 1 OF 2
	1400 East Ash Globe, AZ 85501	(928) 425-3231 FAX (928) 425-8104	

1 Q	TAX PARCEL NO. 205-29-001G MELVIN & CATHY DANIEL
1 K	TAX PARCEL NO. 205-29-001K GEORGE GONZALES
1 S	TAX PARCEL NO. 205-29-001S JAMES & SHARON JORDAN
4 D	TAX PARCEL NO. 205-29-004D JONOVICH TRUST
4 E	TAX PARCEL NO. 205-29-004E MICHAEL & PADUNG TIP COOK
4 G	TAX PARCEL NO. 205-29-004G JONOVICH TRUST
4 K	TAX PARCEL NO. 205-29-004K JOHN & VICKI CIENFUEGOS
4 Q	TAX PARCEL NO. 205-29-004Q KEITH & SHERIDAN HEIMER
4 R	TAX PARCEL NO. 205-29-004R GLOBEN ENTERPRISES INC.
4 S	TAX PARCEL NO. 205-29-004S MANNY & MARY CASILLAS
4 T	TAX PARCEL NO. 205-29-004T JACK & MARTHA SPEER

4 V	TAX PARCEL NO. 205-29-004V DAVID & JENNIFER KIMES
4 W	TAX PARCEL NO. 205-29-004W BYRON & STELLA NEELEY
4 X	TAX PARCEL NO. 205-29-004X HOPE BARNETT
6 C	TAX PARCEL NO. 205-29-006C GAYLE DOSSEY
6 D	TAX PARCEL NO. 205-29-006D O LEARY FAMILY TRUST
7 A	TAX PARCEL NO. 205-29-007A SHIRLA D. STRINGER
7 B	TAX PARCEL NO. 205-29-007B STEVE RIVERA
8 A	TAX PARCEL NO. 205-29-008A CHARLES & JACKIE BREWER
8 F	TAX PARCEL NO. 205-29-008F GLEN & RITA HASSARD
8 G	TAX PARCEL NO. 205-29-008G GLEN & RITA HASSARD
9 B	TAX PARCEL NO. 205-29-009B HARWARD & KARLA PEDDIE
10 C	TAX PARCEL NO. 205-29-010C DANIEL DOBBS

APPROVED:	Gila County Public Works	HOMESTEAD AVENUE & KACHINA TRAIL	
11/01/11			
REVISED:	STEVE STRATTON, DIRECTOR	GILA COUNTY	SHEET 2 OF 2
	1400 East Ash Globe, AZ 85501	COUNTRY DIRT ROAD ENG POLICY NO. 03-04	



ARF-897

Regular Agenda Item 4- A

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Michael O'Driscoll

Submitted By: Sarah White, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Administration

Presenter's Name: Michael O'Driscoll

Information

Request/Subject

Appointment of Hearing Officers for the Gila County Animal Control Department

Background Information

On May 30, 2002, Mark Clark was hired as a temporary employee with Gila County to do hearings for the Animal Control Department at the rate of \$50.00 per case. Mark Clark resigned as the hearing officer effective September 3, 2011.

Per ARS 11-1006-A. "A county board of supervisors that establishes a civil penalty for violating an animal statute or ordinance may appoint one or more hearing officers to hear and determine such cases. The board may appoint a county employee to serve as hearing officer in addition to his other work."

Evaluation

ARS 11-1006-A states "The board may appoint a county employee to serve as hearing officer in addition to his other work."

Conclusion

Due to the resignation of Mark Clark, the following employees of the Health and Emergency Services Division have been submitted for appointment by the Board of Supervisors as the Animal Control Hearing Officers: Shane Stuler, Kevin Kenney, and Michael O'Driscoll. The responsibilities of these hearing officers will be added to the employees' other job duties. This will save the Division of Health and Emergency Services \$50 per case. Hearings will be held once a month in both Globe and Payson.

Recommendation

The Director of Health and Emergency Services recommends the Board of Supervisors appoint Shane Stuler, Kevin Kenney, and Michael O'Driscoll as the hearing officers for the Gila County Animal Control Department.

Suggested Motion

Information/Discussion/Action to appoint the following employees: Shane Stuler, Kevin Kenney, and Michael O'Driscoll as hearing officers for the Gila County Animal Control Department. **(Michael O'Driscoll)**

Attachments

ARS-11-1006

11-1006. [Hearing officer; hearing on civil violations; additional remedies](#)

A. A county board of supervisors that establishes a civil penalty for violating an animal statute or ordinance may appoint one or more hearing officers to hear and determine such cases. The board may appoint a county employee to serve as hearing officer in addition to his other work.

B. The hearing officer shall hold a hearing on each violation reported by the county enforcement agent. Notice of the hearing shall be served personally on the defendant at least ten days before the hearing. The county enforcement agent shall use a uniform traffic ticket and complaint for civil traffic cases pursuant to the rules of procedure in traffic cases adopted by the supreme court, modified as applicable, in citing persons for violations of ordinances adopted with a civil penalty pursuant to section 11-1005, subsection A, paragraph 6, subdivision (b).

C. At the hearing the county enforcement agent shall present evidence of the violation and the defendant, or his attorney or other designated representative, shall have an opportunity to present evidence. The county attorney may represent and present evidence for the county enforcement agent.

D. At the conclusion of the hearing the hearing officer shall determine whether a violation occurred and, if so, impose civil penalties provided for under section 11-1005, subsection A, paragraph 6, subdivision (b). Monies collected for civil penalties shall be deposited in the county general fund. The board of supervisors shall adopt, in the same manner as the animal ordinances, written rules of procedure for the hearings and review of hearings. Final decisions of the hearing officer under this subsection are subject to judicial review under title 12, chapter 7, article 6.

E. In addition to other remedies provided by law, the board of supervisors, the county attorney, the county enforcement agent or a private individual or other entity that is specially damaged by a violation of an animal statute or ordinance may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent or abate the violation.

ARF-926

Regular Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Linda Eastlick **Submitted By:** Linda Eastlick, Elections Department

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Order Adopting Voting Precinct Boundary and Regular Polling Place Location Changes

Background Information

The Board of Supervisors approved new Supervisorial and College District redistricting changes on October 3, 2011. On October 18, 2011, an Order was approved formally adopting the Supervisorial and College District redistricting changes. The Order also provided that any election precinct boundary changes required as a result of the adoption of the redistricting take effect upon preclearance by the Department of Justice. In addition to precinct boundary changes, a number of polling place changes are required.

Evaluation

Arizona Revised Statute 16-411 provides the Gila County Board of Supervisors shall, on or before December 1 of each year preceding the year of a general election by an order, establish a convenient number of election precincts in the county and define the boundaries thereof. ARS 16-411 provides the Board of Supervisors may combine precincts for political subdivisions including community college districts or may split precincts for administrative purposes. ARS 16-411 also provides the Board of Supervisors shall designate a polling place within each precinct, or an adjacent precinct if necessary, where elections can be held.

Conclusion

The recently approved Supervisorial and Community College redistricting require a number of precinct boundary changes including precinct combinations and precinct splits. Additionally, the Gila County redistricting process and changing demographics require we create 3 new precincts and eliminate 3 precincts. New polling places have been established when necessary due to boundary changes or specific facility conditions. Some precincts have been co-located for voter continuity and cost savings. A summary of the precinct boundary changes and new polling place designations is attached.

Recommendation

The Elections Director recommends the Board of Supervisors take action to make changes to Gila County precinct boundaries and polling locations as set forth in the attached Order and the Exhibits A-I.

Suggested Motion

Information/Discussion/Action to approve the Order to adopt changes to voting precinct boundaries and regular polling place locations, as set forth in Exhibits A-I, effective upon preclearance by the Department of Justice. **(Linda Eastlick)**

Attachments

ARS 16-411

Order to Adopt New Voting Precinct Boundary and Regular Polling Place Location Changes

Precinct Boundary and Polling Place Location Change Summary

Precinct Maps Before and After the Change

Precincts and Polling Places Before the Change

Precincts and Polling Places After the Change

16-411. Designation of election precincts and polling places; voting centers; electioneering; wait times

A. Except as prescribed by subsection J of this section, the board of supervisors of each county, on or before December 1 of each year preceding the year of a general election, by an order, shall establish a convenient number of election precincts in the county and define the boundaries of the precincts. Such election precinct boundaries shall be so established as included within election districts prescribed by law for elected officers of the state and its political subdivisions including community college district precincts, except those elected officers provided for in titles 30 and 48.

B. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for such precinct may be designated within an adjacent precinct.

2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. Any such polling places shall be listed in separate sections of the order or resolution.

3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.

4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day and lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

C. If the board fails to designate the place for holding the election, or if it cannot be held at or about the place designated, the justice of the peace in the precinct, two days before the election, by an order, copies of which the justice of the peace shall immediately post in three public places in the precinct, shall designate the place within the precinct for holding the election. If there is no justice of the peace in the precinct, or if the justice of the peace fails to do so, the election board of the precinct shall designate and give notice of the place within the precinct of holding the election. For any election in which there are no candidates for elected office appearing on the

ballot, the board may consolidate polling places and precinct boards and may consolidate the tabulation of results for that election if all of the following apply:

1. All affected voters are notified by mail of the change at least thirty-three days before the election.
2. Notice of the change in polling places includes notice of the new voting location, notice of the hours for voting on election day and notice of the telephone number to call for voter assistance.
3. All affected voters receive information on early voting that includes the application used to request an early voting ballot.

D. The board is not required to designate a polling place for special district mail ballot elections held pursuant to article 8.1 of this chapter, but the board may designate one or more sites for voters to deposit marked ballots until 7:00 p.m. on the day of the election.

E. Except as provided in subsection F of this section, a public school shall provide sufficient space for use as a polling place for any city, county or state election when requested by the officer in charge of elections.

F. The principal of the school may deny a request to provide space for use as a polling place for any city, county or state election if, within two weeks after a request has been made, the principal provides a written statement indicating a reason the election cannot be held in the school, including any of the following:

1. Space is not available at the school.
2. The safety or welfare of the children would be jeopardized.

G. The board shall make available to the public as a public record a list of the polling places for all precincts in which the election is to be held including identification of polling place changes that were submitted to the United States department of justice for approval.

H. Except in the case of an emergency, any facility that is used as a polling place on election day or that is used as an early voting site during the period of early voting shall allow persons to electioneer and engage in other political activity outside of the seventy-five foot limit prescribed by section 16-515 in public areas and parking lots used by voters. This subsection shall not be construed to permit the temporary or permanent construction of structures in public areas and parking lots or the blocking or other impairment of access to parking spaces for voters. The county recorder shall post on its website at least two weeks before election day a list of those polling places in which emergency conditions prevent electioneering and shall specify the reason the emergency exemption was granted. If the polling place is not on the website list of polling places with emergency conditions, electioneering and other political activity shall be permitted outside of the seventy-five foot limit. If an emergency arises after the county recorder's initial website posting, the county recorder shall update the website as soon as is practicable to include

any new polling places, shall highlight the polling place location on the website and shall specify the reason the emergency exemption was granted.

I. The secretary of state shall provide through the instructions and procedures manual adopted pursuant to section 16-452 the maximum allowable wait time for any election that is subject to section 16-204 and provide for a method to reduce voter wait time at the polls in the primary and general elections. The method shall consider at least all of the following for primary and general elections in each precinct:

1. The number of ballots voted in the prior primary and general elections.
2. The number of registered voters who voted early in the prior primary and general elections.
3. The number of registered voters and the number of registered voters who cast an early ballot for the current primary or general election.
4. The number of election board members and clerks and the number of rosters that will reduce voter wait time at the polls.

J. The board of supervisors of a county shall not change precinct lines during the period after July 31, 2008 and before January 1, 2011. The board of supervisors may subdivide an election precinct for administrative purposes or may provide for more than one polling place within the boundaries of the election precincts established for use in voting in elections held after July 31, 2008 and before January 1, 2011. In providing for multiple polling places within a precinct, the board of supervisors shall consider the particular population characteristics of each precinct in order to provide the voters the most reasonable access to the polls possible.

When recorded deliver to:

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



ORDER of the Board of Supervisors Regarding Adoption of New Voting Precinct Boundary and Regular Polling Place Location Changes

DO NOT REMOVE

This is part of the official document

ORDER

WHEREAS, pursuant to Arizona Revised Statute §11-212, the Gila County Board of Supervisors adopted an Order on October 18, 2011 creating new Supervisorial Districts for the election of board members;

WHEREAS, pursuant to Arizona Revised Statute §15-1441, the Gila County Board of Supervisors adopted an Order on October 18, 2011 creating new districts (precincts) in the community college district for the election of district board members;

WHEREAS, pursuant to Arizona Revised Statute §16-411, the Gila County Board of Supervisors shall, on or before December 1 of each year preceding the year of a general election by an order, establish a convenient number of election precincts in the county and define the boundaries thereof;

WHEREAS, pursuant to Arizona Revised Statute §16-411, the Gila County Board of Supervisors shall designate a polling place within each precinct, or an adjacent precinct as necessary, where elections shall be held;

WHEREAS, pursuant to Arizona Revised Statute §16-411, the Gila County Board of Supervisors may combine precincts for political subdivisions including community college districts or may split precincts for administrative purposes;

WHEREAS, the following changes to voting precincts and polling place locations were presented to the Gila County Board of Supervisors:

1. The Pine-Strawberry precinct shall be divided north to south along Highway 87 and the new community college district boundary. That portion of the precinct to the east of the highway shall be designated as the Pine-Strawberry East precinct. That portion of the precinct west of the highway shall be designated as the Pine-Strawberry West precinct. Both precincts shall be co-located for voting purposes and the polling place for both shall remain the First Baptist Church of Pine. See Exhibit A.
2. The Sierra Ancha precinct shall be divided north to south along the White Apache Mountain Reservation which is the new supervisorial boundary. That portion of the precinct to the west shall be designated as the Sierra Ancha precinct. The Eastern portion of the precinct shall be merged into the Carrizo precinct. The Sierra Ancha polling place shall remain the Roosevelt Baptist Church. The Carrizo polling place shall remain at the Assembly of God Church. See Exhibit B.
3. A new precinct shall be formed along the boundary of the Miami #1 and Globe #1 precincts between Hicks Road on the South, Wheatfields Road and the new community college district boundary on the west, Jesse Lane on the north and the new supervisorial boundary on the east. The new precinct shall be designated as Wheatfields. The polling place for this precinct shall be co-located with Globe #1 at the Globe/Miami Chamber of Commerce. See Exhibit C.
4. A new precinct shall be formed along the boundary of the Miami #1 and Globe #1 precincts and from the northern portion of the Claypool #2 precinct, between Bixby Road, Pinal Creek Road and the new supervisorial boundary on the east, Highway 188 and the new community college boundary on the west and the new community college boundary on the south. The new precinct shall be designated as Pinal Creek. The southern portion of the Claypool #2 precinct shall be designated as the Claypool #2 precinct. The Pinal Creek polling place shall be co-located with Claypool #2 polling place at St. Paul's Lutheran Church. The Globe #1 polling place shall continue to be the Globe-Miami Chamber of Commerce. See Exhibit D.
5. The Miami #1 precinct shall be divided east to west beginning just south of Los Arcos Flore Street to the east and following the new College District boundary west to the Gila and Pinal county line. The northern portion shall be designated as the Miami #1 precinct. The southern portion shall be merged into the Miami #3 precinct. Additionally, the boundary between Miami #1 and Miami #3 beginning at Canyon Avenue on the west to approximately Latham Blvd on the east shall be changed to follow the new community college district boundary. The polling place for Miami #1 remains the First Southern Baptist Church. The polling place for Miami #3 remains the Miami Town Hall. See Exhibit E.
6. The current polling place for the Claypool #3 precinct located at the National Guard Armory/Regional Skills Center shall be eliminated. The new polling place shall be the First Baptist Church.

7. The northern and northeastern portions of the Globe #2 precinct shall be merged into the Globe #1 precinct. The new boundary line between the Globe #1 and Globe #2 precincts shall begin at US 60 and Broad Street on the west and follow the college district boundary eastward to Third Street. The southwest portion of the Globe #2 precinct shall be designated as the Globe #2 precinct. The Globe #1 polling location shall remain the Globe-Miami Chamber of Commerce. The Globe #2 polling place at St. Peter's Lutheran Church shall be eliminated and the Globe #2 polling place shall be co-located with the Globe #3 polling place at St. John's Episcopal Church. See Exhibit F.
8. The northeastern portion of the Globe #3 precinct along the community college boundary at Third Street to the eastern boundary of the precinct shall be merged into the East Globe precinct. The southern portion of the Globe #3 precinct shall be designated as the Globe #3 precinct. The Globe #3 polling place at St. Paul's Methodist Church shall be eliminated and the Globe #3 polling place shall be co-located with the Globe #2 polling place at St. John's Episcopal Church. The East Globe polling place shall remain at the Church of the Nazarene. See Exhibit F.
9. The northeastern portion of the Globe #4 precinct along the community college boundary at Sixth Street (Josephine) shall be consolidated with the East Globe precinct. See Exhibit F.
10. The remainder of the Globe #4 precinct and the entire Globe #5 precinct shall be consolidated. The new precinct shall be designated as Globe #4. The previous Globe #4 polling place at the Gila County Courthouse shall be eliminated and the new polling place shall be the Elks Lodge. See Exhibit F.
11. The polling place for the Globe #6 precinct shall be moved from the Maranatha Baptist Church and co-located with the Globe #4 polling place at the Elks Lodge.
12. The boundaries between the Hayden, Winkelman, and Christmas precincts shall be dissolved and the entire area shall become a new precinct. The new precinct shall be designated as Copper Basin. The Hayden Town Hall, Winkelman Town Hall, and Dripping Springs Baptist Mission polling places shall be eliminated. The new polling place shall be the Hayden High School. See Exhibit G.
13. The southeastern boundary between the Christmas and San Carlos precincts shall be moved to the west to follow the reservation and new community college district boundaries. See Exhibit G.
14. The number of voting precincts within Gila County shall remain at thirty-nine (39) and the regular polling place for each precinct within Gila County shall be as outlined above and as shown in Exhibits H and I.

NOW, THEREFORE, IT IS ORDERED that by virtue set forth in Arizona Revised Statutes §16-411, the Gila County Board of Supervisors adopts the changes to voting precincts and regular polling place locations as set forth by this Order, the maps included herein as Exhibits A-G and Exhibit H and I, effective upon preclearance by the Department of Justice.

ADOPTED at Globe, Gila County, Arizona, on this 1st day of November 2011.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chair

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Gila County
Precinct Boundary and Polling Place Change Summary
October, 2011

Supervisory and Community College redistricting plans adopted by the Gila County Board of Supervisors, changing demographics, and other specific polling place issues such as ADA compliant access, require Gila County make a number of precinct boundary and polling place changes. The changes include:

Pine-Strawberry East and Pine Strawberry West Precincts

The Pine-Strawberry precinct shall be divided north to south along Highway 87 and the new community college district boundary. That portion of the precinct to the east of the highway shall be designated as the Pine-Strawberry East precinct. That portion of the precinct west of the highway shall be designated as the Pine-Strawberry West precinct.

The reason for the change is to accommodate new community college district boundaries.

Both precincts shall be co-located for voting purposes and the polling place for both shall remain the First Baptist Church of Pine.

Sierra Ancha, and Carrizo Precincts

The Sierra Ancha precinct shall be divided north to south along the White Mountain Apache Reservation which is the new supervisory boundary. That portion of the precinct to the west shall be designated as the Sierra Ancha precinct. The Eastern portion of the precinct shall be merged into the Carrizo precinct.

The reason for the change is to accommodate new supervisory boundaries and to include additional reservation lands in reservation precincts.

The Sierra Ancha polling place will remain the Roosevelt Baptist Church. There are only two voting age people in the eastern portion being merged into the Carrizo precinct. Voter access will be greatly improved since their polling place is currently located off the reservation in Roosevelt, 77 miles away. The Carrizo polling place, which remains at the Assembly of God Church, is on the reservation, 13 miles away.

Wheatfields Precinct

A new precinct shall be formed along the boundary of the Miami #1 and Globe #1 precincts between Hicks Road on the South, Wheatfields Road and the new community college district boundary on the west, Jesse Lane on the north and the new supervisory boundary on the east. The new precinct shall be designated as Wheatfields.

The reason for the change is to accommodate new supervisorial and community college district boundaries.

The polling place for this precinct shall be co-located with the Globe #1 polling place at the Globe/Miami Chamber of Commerce. While this polling place is not located within the precinct, voters will be going to the same polling place as they did previously. There is no appropriate polling place inside the precinct boundaries

Pinal Creek and Claypool #2 Precincts

A new precinct shall be formed along the boundary of the Miami #1 and Globe #1 precincts and from the northern portion of the Claypool #2 precinct, between Bixby Road, Pinal Creek Road and the new supervisorial boundary on the east, Highway 188 and the new community college boundary on the west and the new community college boundary on the south. The new precinct shall be designated as Pinal Creek. The southern portion of the Claypool #2 precinct shall be designated as the Claypool #2 precinct.

The reason for the new precinct is to accommodate new supervisorial and community college district boundaries.

The Pinal Creek polling place shall be co-located with Claypool #2 polling place at St. Paul's Lutheran Church as there is no appropriate location in the Pinal Creek precinct. By co-locating the polling place, those voters moving from Claypool #2 to the new Pinal Creek precinct will be going to the same polling place as they did previously. For those voters moved from the Globe #1 precinct to the Pinal Creek precinct, St. Paul's Lutheran Church is 2.0 miles closer than the previous polling place, which was the Globe-Miami Chamber of Commerce.

Miami #1 and Miami #3 Precincts

The Miami #1 precinct shall be divided east to west beginning just south of Los Arcos Flore Street to the east and following the new College District boundary west to the Gila and Pinal county line. The northern portion shall be designated as the Miami #1 precinct. The southern portion shall be merged into the Miami #3 precinct. Additionally, the boundary between Miami #1 and Miami #3 beginning at Canyon Avenue on the west to approximately Latham Blvd on the east shall be changed to follow the new community college district boundary.

The reason for the change is to accommodate new community college district boundaries.

The polling place for Miami #1 remains the First Southern Baptist Church. The polling place for Miami #3 remains the Miami Town Hall. The Miami #1 polling place is 0.4 miles from the Miami #3 polling place.

Claypool #3 Precinct

The current polling place for the Claypool #3 precinct located at the National Guard Armory/Regional Skill Center, shall be eliminated. The new polling place shall be the First Baptist Church, which is located within the Claypool #3 precinct. Voting has been conducted at this facility in the past with good success.

The reason for the change is the deteriorating physical condition of the Armory building and difficulties moving large equipment located in the polling place in order to conduct voting. The new voting location is 0.5 miles from the old voting location and thus voters will not be significantly impacted.

Globe #1 and #2 Precincts

The northern and northeastern portions of the Globe #2 precinct shall be merged into the Globe #1 precinct. The new boundary line between the Globe #1 and Globe #2 precincts shall begin at US 60 and Broad Street on the west and follow the college district boundary eastward to Third Street. The southwest portion of the Globe #2 precinct shall be designated as the Globe #2 precinct.

The reason for the change is to accommodate new community college district boundaries.

Voters impacted by the move into Globe #1 precinct will now vote at the Globe-Miami Chamber of Commerce which is 1.0 miles from the previous polling place at the Lutheran Church.

The Globe #2 polling place at St. Peter's Lutheran Church shall be eliminated and the Globe #2 polling place shall be co-located with the Globe #3 polling place at St. John's Episcopal Church. The St. Peter's Lutheran Church shall be eliminated as a polling place due to space constraints, inadequate ADA compliance, and declining demographics. The new voting location is .04 miles from the old voting location and thus voters will not be significantly impacted.

Globe #3 and East Globe Precincts

The northeastern portion of the Globe #3 precinct along the community college boundary at Third Street to the eastern boundary of the precinct shall be merged into the East Globe precinct. The southern portion of the Globe #3 precinct shall be designated as the Globe #3 precinct.

The reason for the change is to accommodate new supervisorial and community college district boundaries.

The Globe #3 polling place at St. Paul's Methodist Church shall be eliminated and the Globe #3 polling place shall be co-located with Globe #2 polling place at St. John's Episcopal Church. The reason for the polling place change is to eliminate the use of an ADA noncompliant polling location. The Episcopal Church, which is located in the Globe #3 precinct, has appropriate disabled voter access and is located across the street from the previous polling place. Voters will not be impacted by this move.

The East Globe polling place shall remain at the Church of the Nazarene. For voters affected by the Globe #3 boundary change, the Church of the Nazarene is located 2.3 miles from the previous polling place at St. Paul's Methodist Church.

Globe #4 and #5 Precincts

The northeastern portion of the Globe #4 precinct along the community college boundary at Sixth Street (Josephine) shall be consolidated with the East Globe precinct. The remainder of the Globe #4 precinct and the entire precinct shall be consolidated. The new precinct shall be designated as Globe #4.

The reason for the change is to accommodate new community college district boundaries. The reason for the merging of the remainder of Globe #4 and Globe #5 is declining demographics.

The East Globe polling place shall remain at the Church of the Nazarene. For voters affected by the Globe #4 boundary changes, the Church of the Nazarene is located 1.4 miles from the previous polling place at the Gila County Courthouse.

The polling place for the merged precinct Globe #4 shall be the Elks Lodge. The Globe #4 polling place at the Gila County Courthouse shall be eliminated due to logistical challenges. The Courthouse must be used immediately following the closing of the polls for public access to election results. This has caused the poll workers at the Courthouse, not to mention the public who is waiting, a great deal of consternation as poll workers try to get the polling place shut down in order for the public to enter. The Elks Lodge is not located in the Globe #4 precinct. However, it is the most suitable place available and is only 0.5 miles from the center of the precinct. The Courthouse was not located in the Globe #4 precinct and was approximately 0.7 miles from the center of the merged precinct.

Globe #6 Precinct

The current polling place for the Globe #6 precinct shall be moved from the Maranatha Baptist Church and co-located with the Globe #4 polling place at the Elks Lodge.

The reason for this change is to eliminate the use of an ADA noncompliant polling location. The Elks Lodge building has appropriate disabled voter access and is located 2.2 miles from the previous polling place. Voters will not be seriously impacted by this move as both facilities are just off the same major highway.

Hayden, Winkelman, Christmas Precincts Combined into Copper Basin Precinct

The boundaries between the Hayden, Winkelman, and Christmas precincts shall be dissolved and the entire area shall become a new precinct. The new precinct shall be designated as the Copper Basin precinct. The voting place for the new Copper Basin precinct shall be the Hayden High School. The Hayden, Winkelman and Christmas precincts shall be combined.

The reason for the change is declining population, increased permanent early voting, and difficulties in recruiting poll workers in these areas. The new precinct shall be called the Copper Basin precinct.

The new polling place shall be located at the Hayden High School. This new polling place is 1.9 miles from the Hayden Town Hall polling place, 0.3 miles from the Winkelman Town Hall polling place and 9.0 miles from the Christmas polling place. Hayden and Winkelman voters will not be significantly impacted by the change in polling place. It is recognized that the Christmas voters will have to drive ten minutes further to the new polling place, but they must drive to their current polling place as this is a rural area and it has become extremely difficult to get poll workers to continue to man the previous Christmas polling place in Dripping Springs.

San Carlos, Christmas Precincts

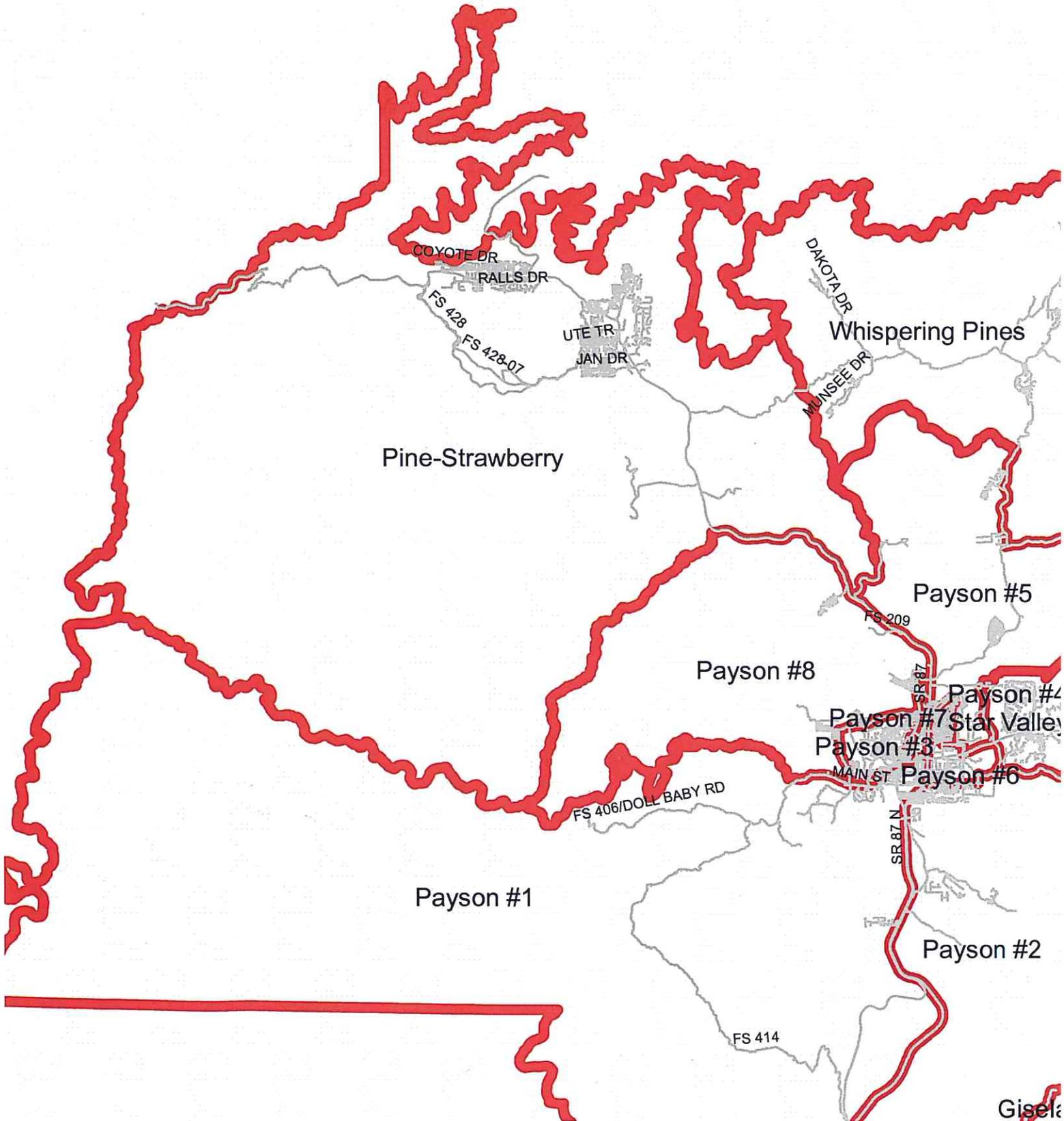
The southeastern boundary between the Christmas and San Carlos precincts shall be moved to the west to follow the reservation and new community college district boundaries.

The reason for the change is to accommodate new college district boundaries and to include additional reservation lands in reservation precincts.

There is zero population contained in the area being merged into the San Carlos precinct and therefore, no voters are affected.

Pine-Strawberry Before

Exhibit A



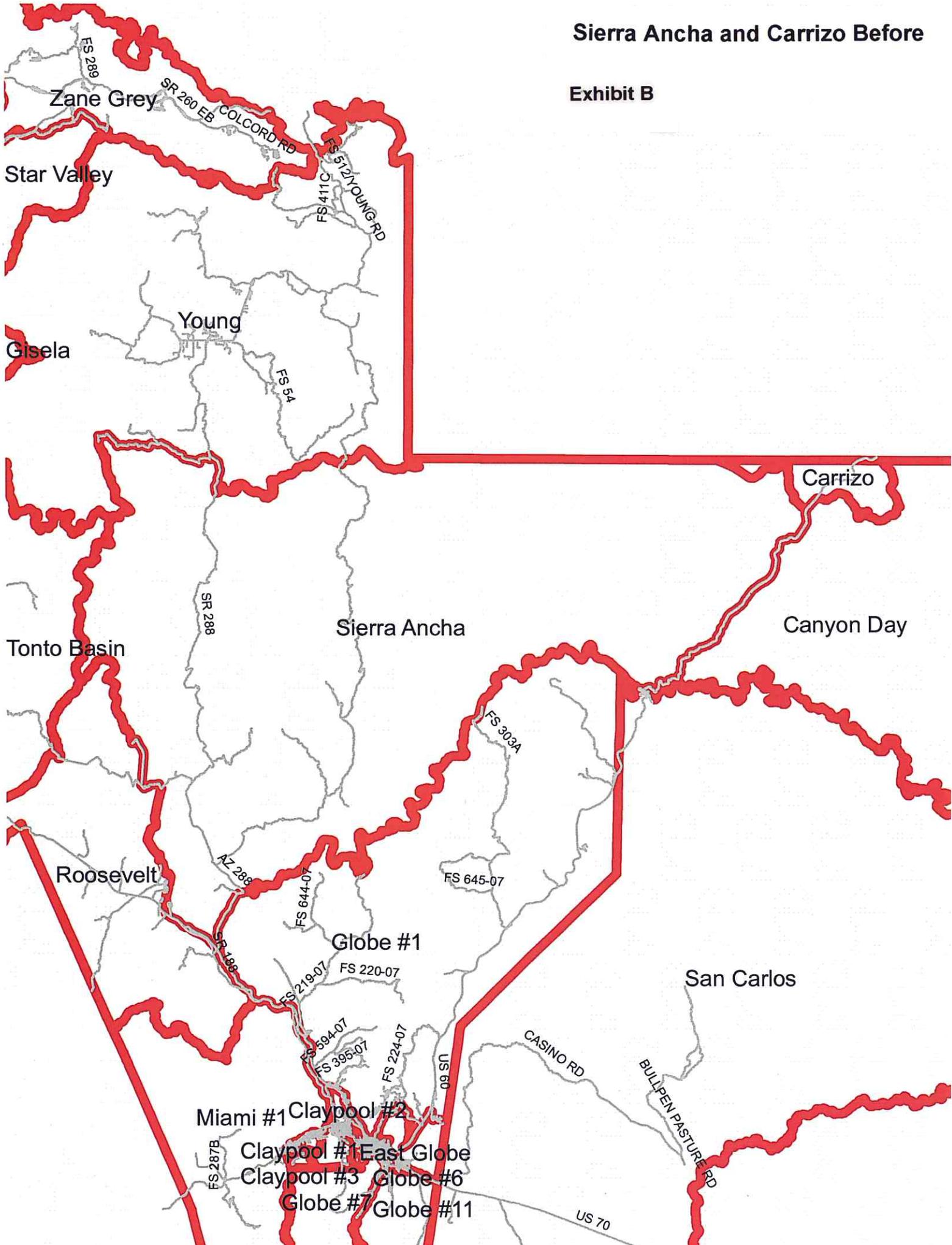
Pine-Strawberry #1 and Pine-Strawberry #2 After

Exhibit A



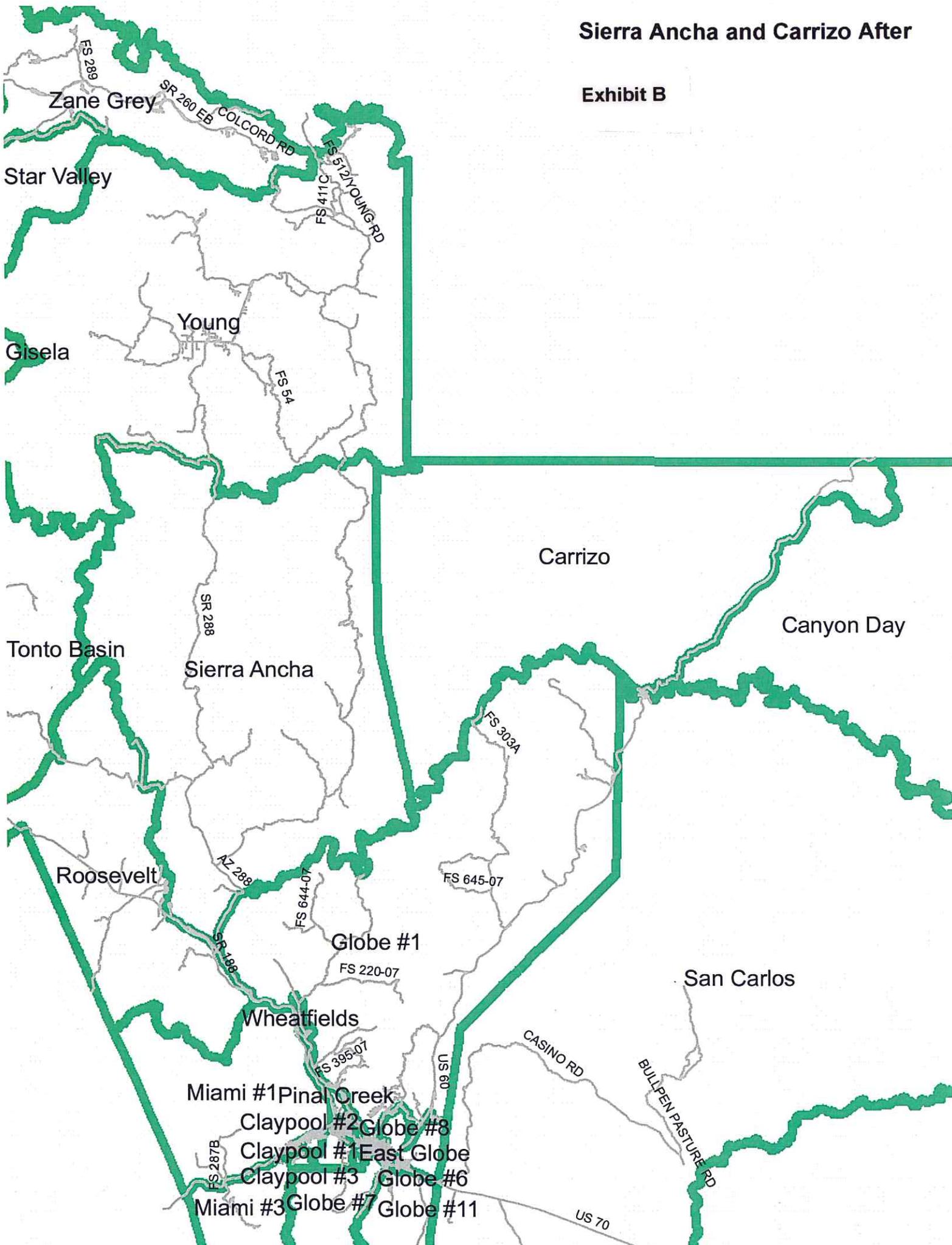
Sierra Ancha and Carrizo Before

Exhibit B



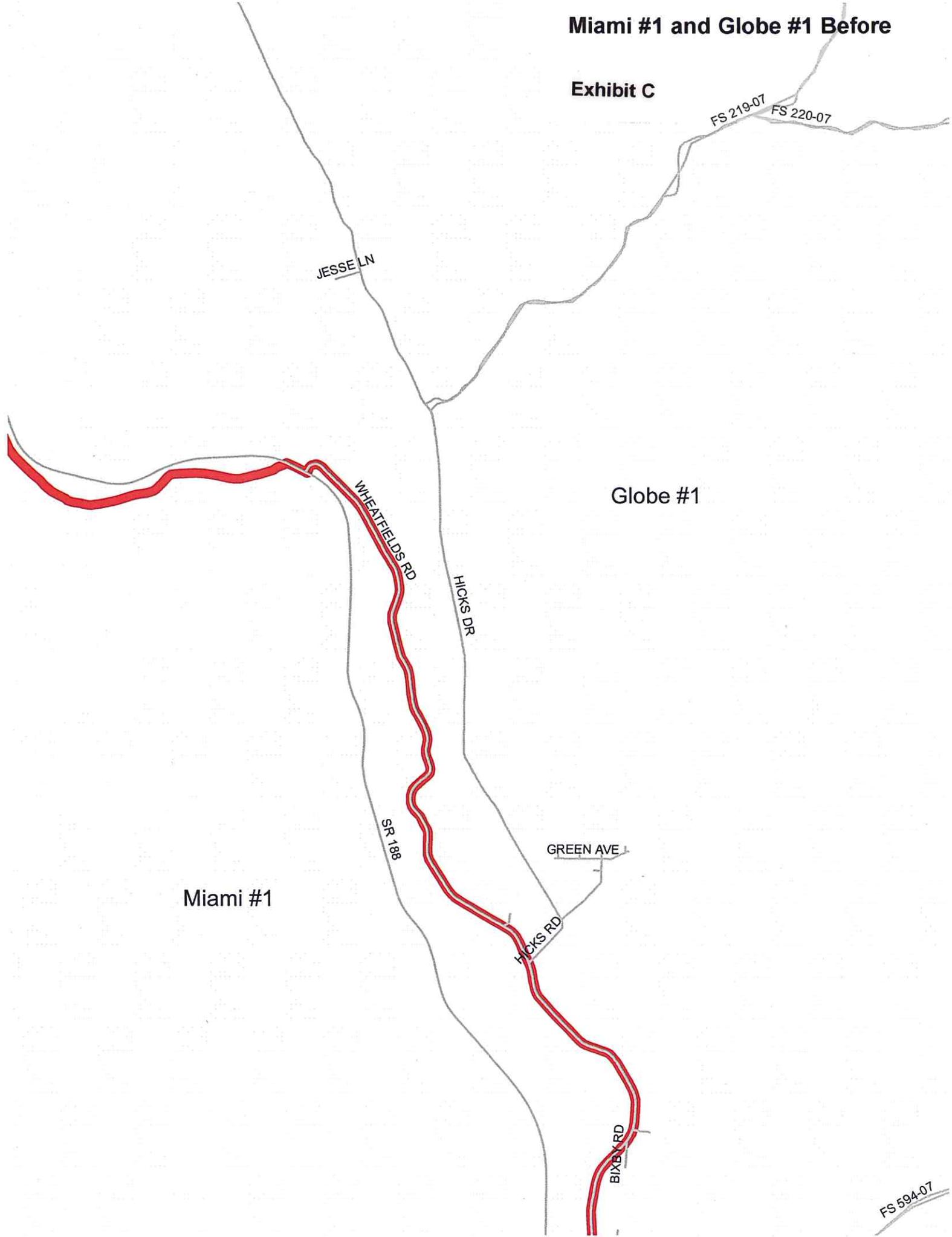
Sierra Ancha and Carrizo After

Exhibit B



Miami #1 and Globe #1 Before

Exhibit C



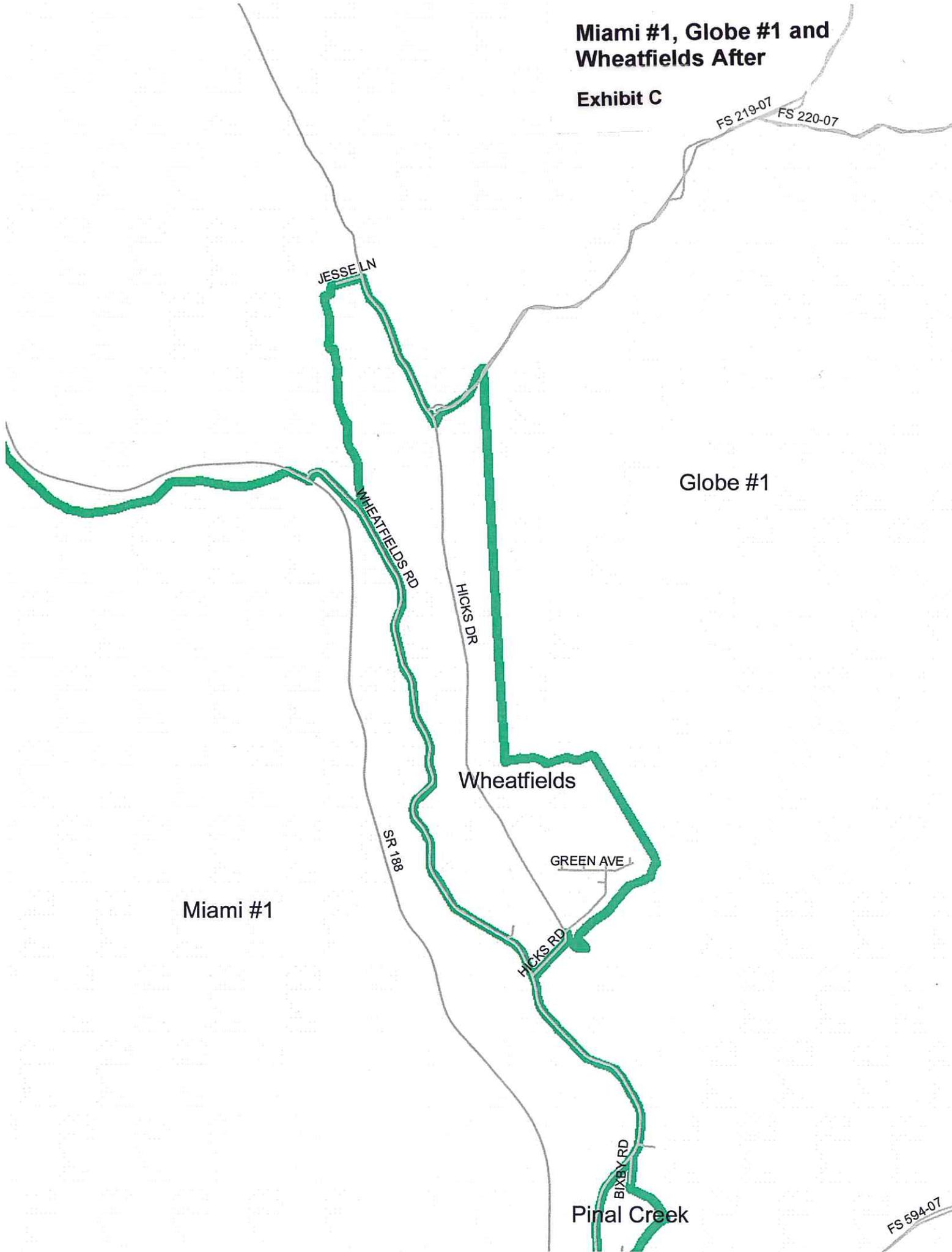
Globe #1

Miami #1

FS 594-07

**Miami #1, Globe #1 and
Wheatfields After**

Exhibit C



FS 219-07
FS 220-07

JESSE LN

WHEATFIELDS RD

HICKS DR

Wheatfields

Globe #1

Miami #1

SR 188

GREEN AVE

HICKS RD

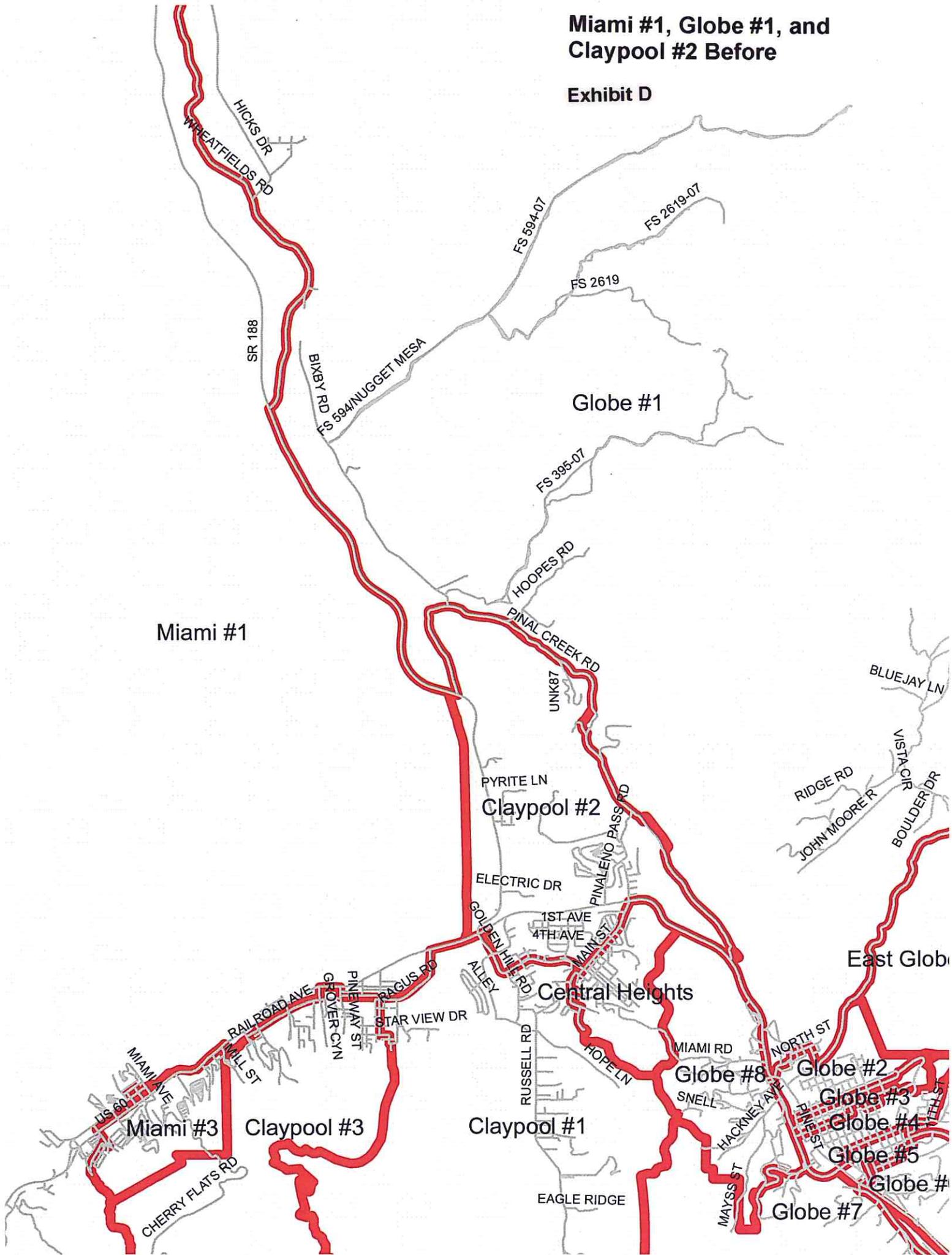
BIXBY RD

Pinal Creek

FS 594-07

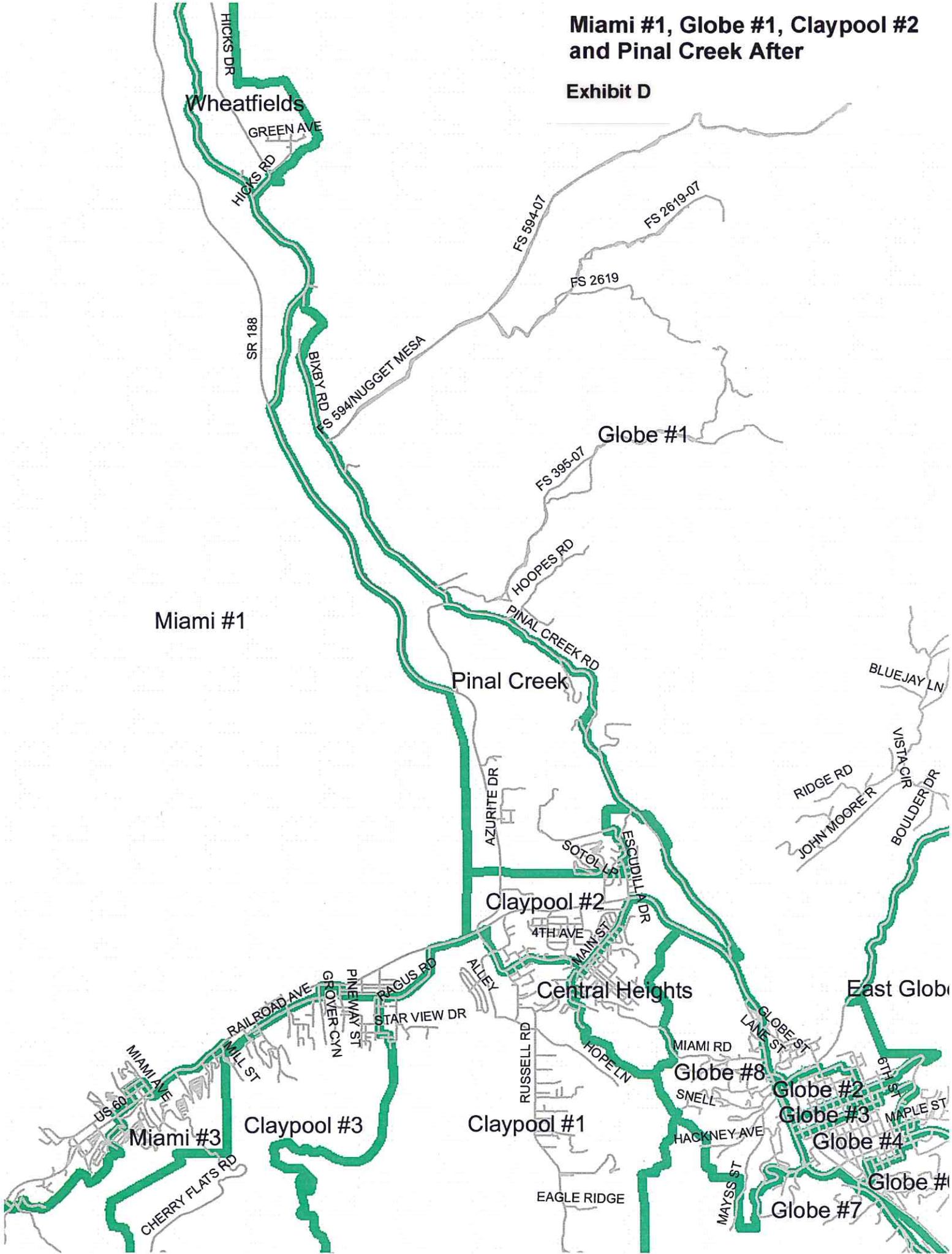
Miami #1, Globe #1, and Claypool #2 Before

Exhibit D



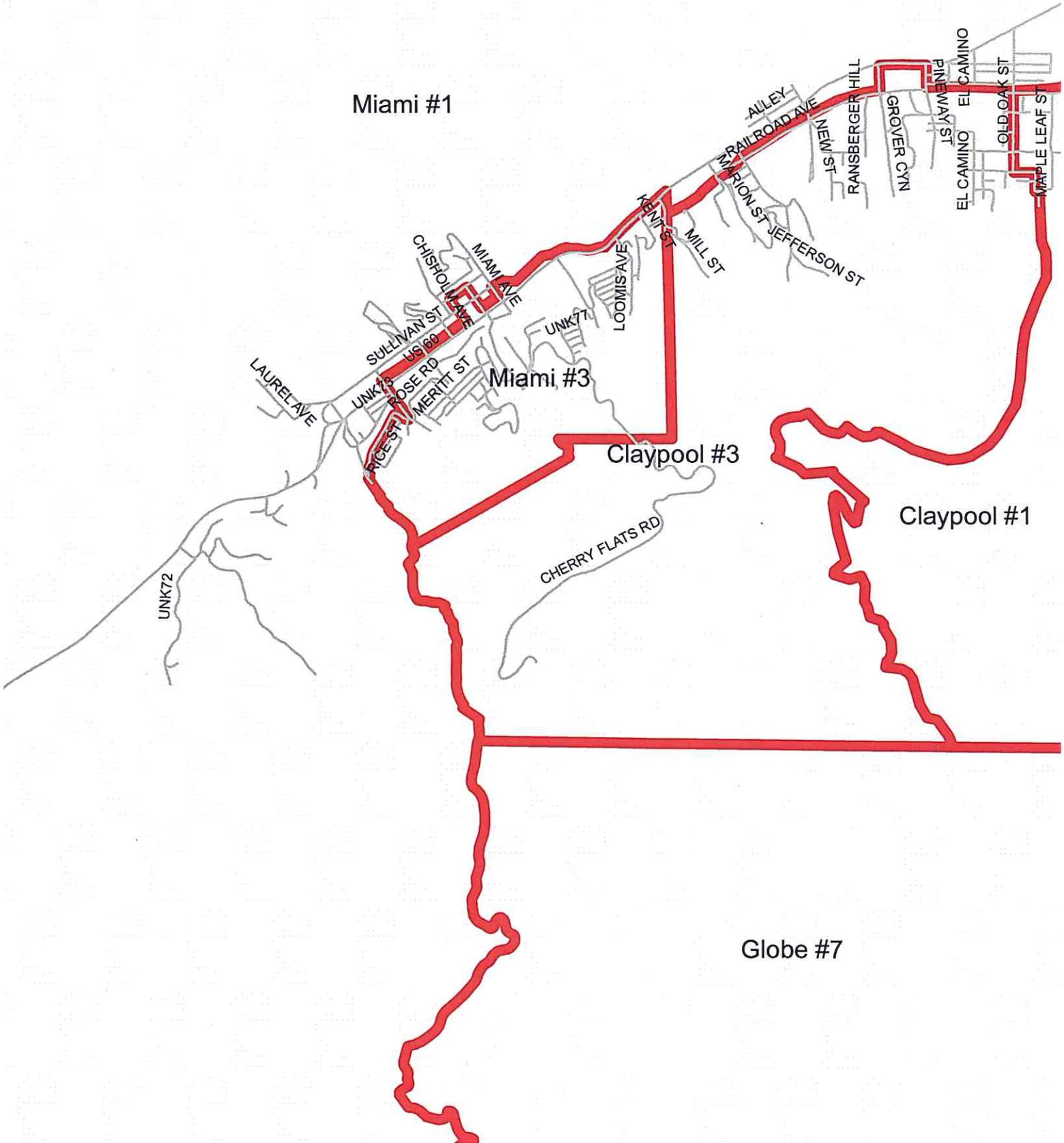
Miami #1, Globe #1, Claypool #2 and Pinal Creek After

Exhibit D

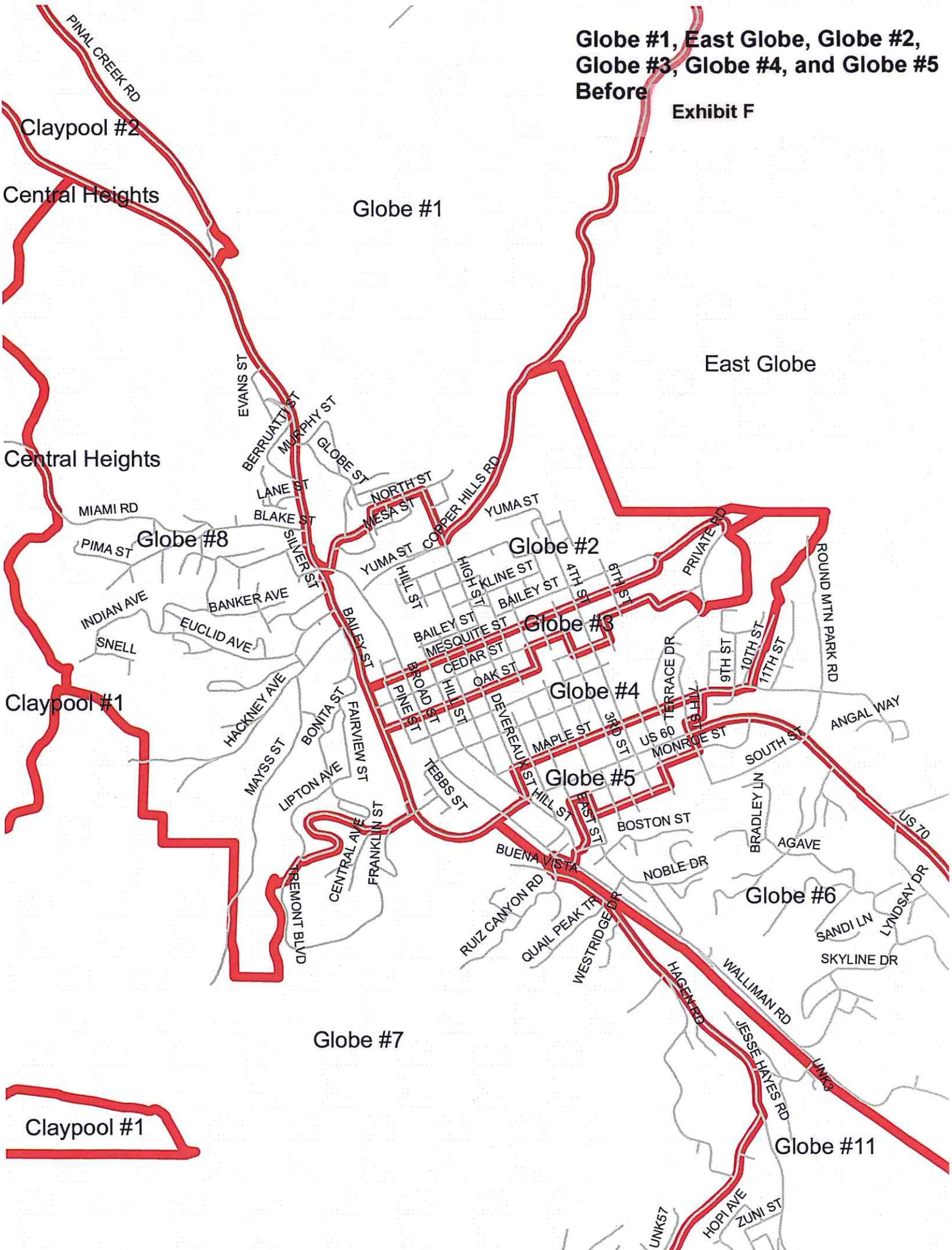


Miami #1 and Miami #3 Before

Exhibit E



Globe #1, East Globe, Globe #2, Globe #3, Globe #4, and Globe #5 Before Exhibit F



Claypool #2

Central Heights

Globe #1

East Globe

Central Heights

Globe #8

Globe #2

Globe #3

Globe #4

Globe #5

Globe #6

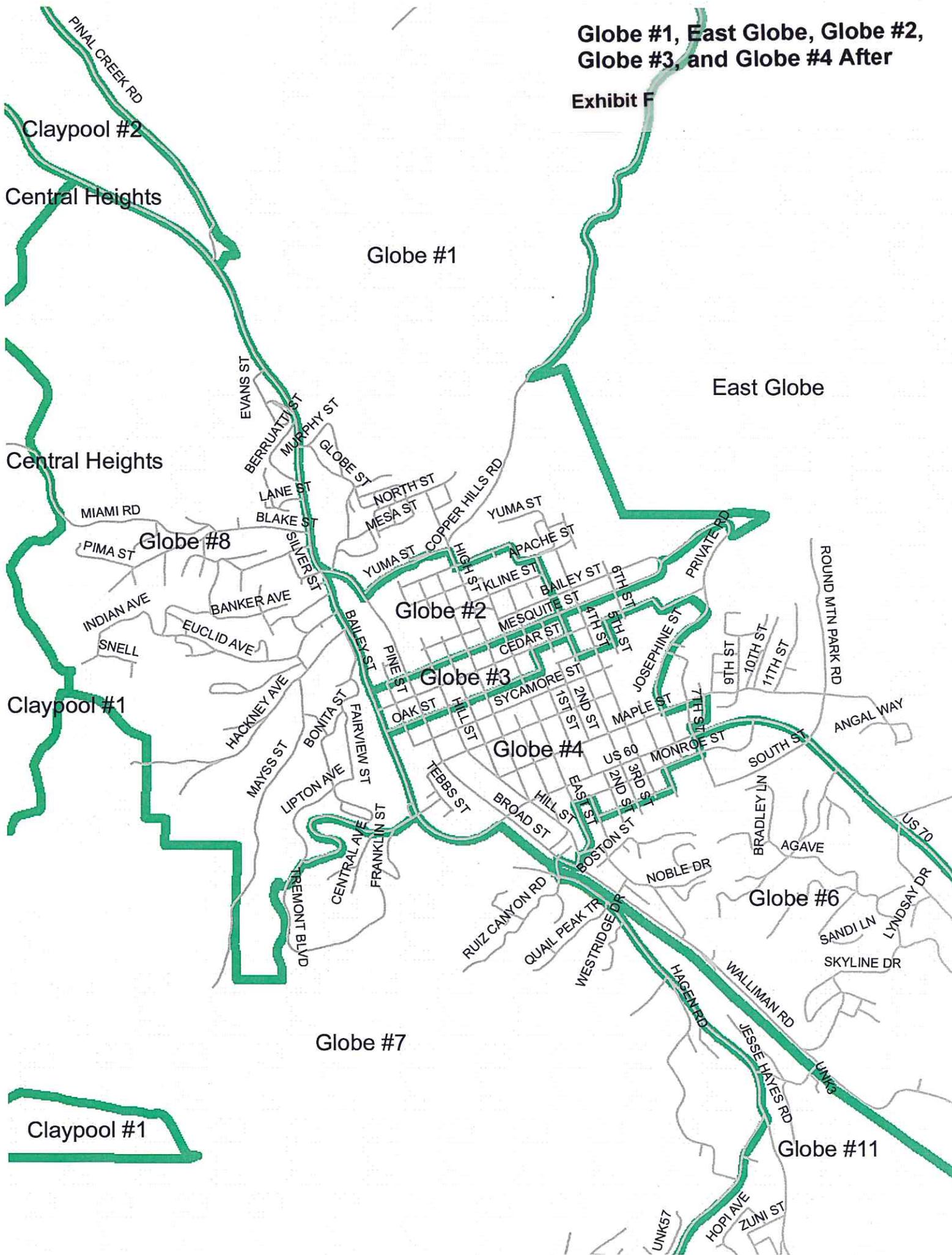
Globe #7

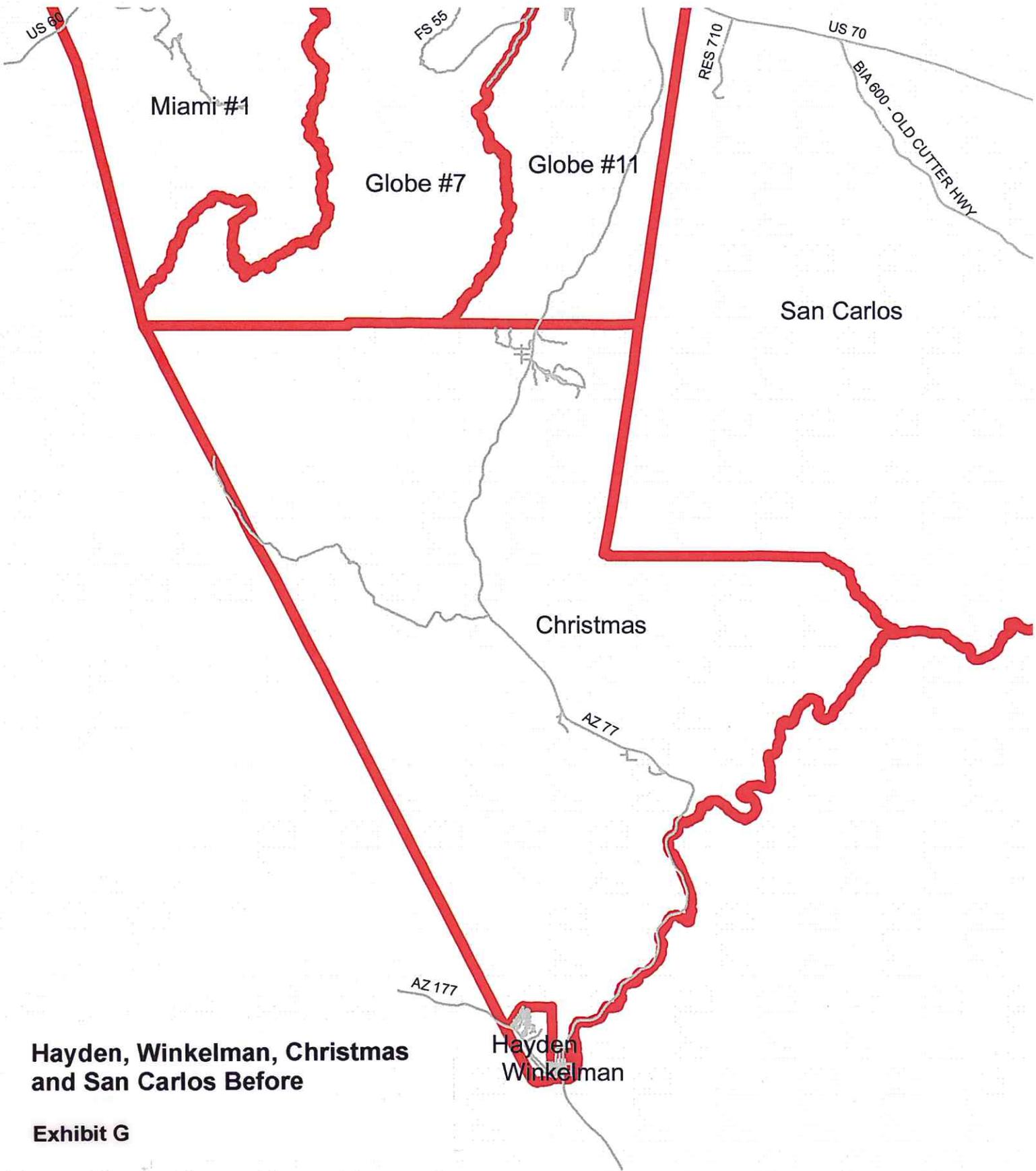
Claypool #1

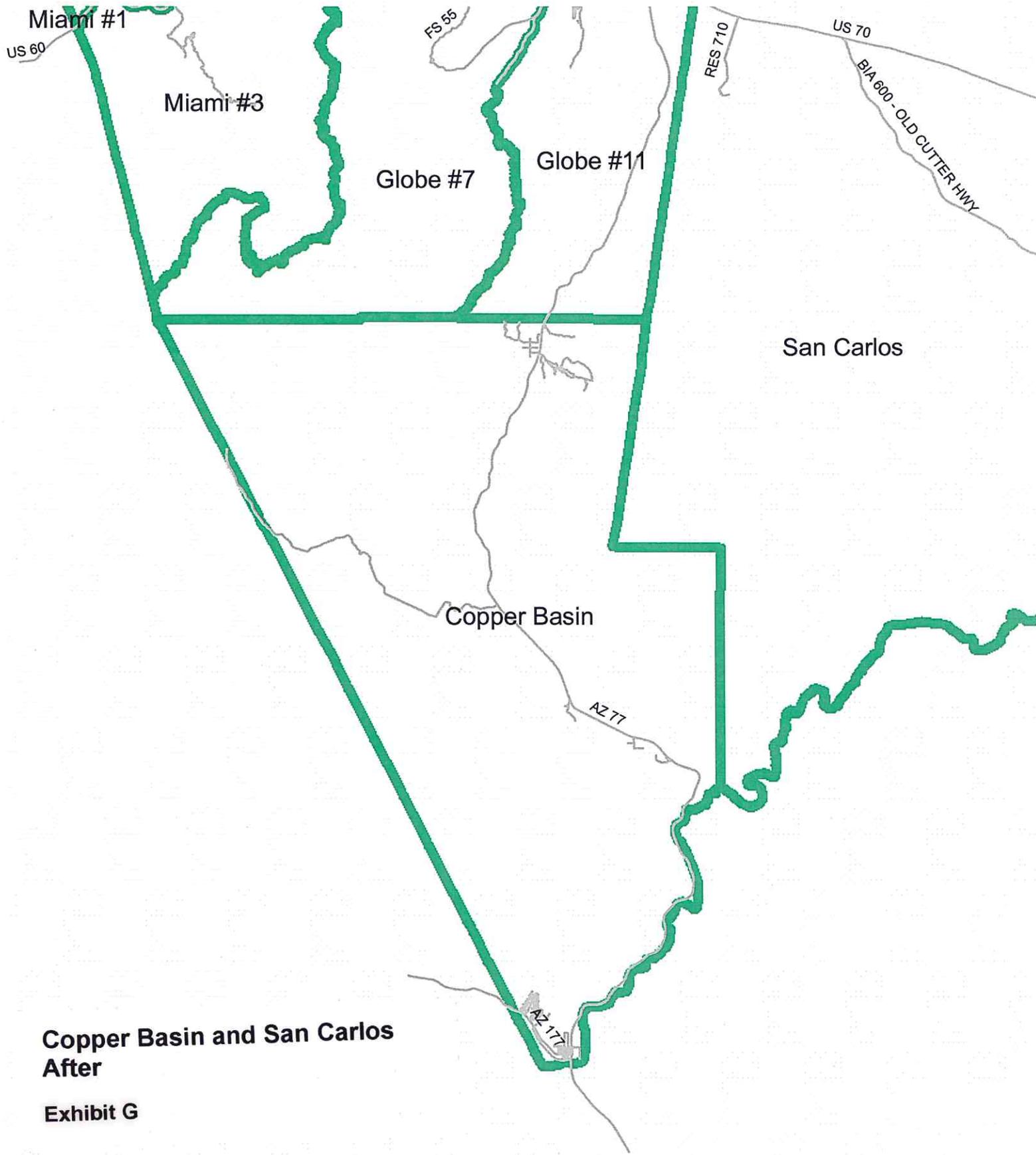
Globe #11

Globe #1, East Globe, Globe #2, Globe #3, and Globe #4 After

Exhibit F







**Copper Basin and San Carlos
After
Exhibit G**

GILA COUNTY PRECINCTS AND POLLING PLACES BEFORE THE CHANGE
October, 2011

EXHIBIT H

Precinct Code	Precinct Name	Polling Place Name	Polling Place Location
100	Globe No. 1	Globe/Miami	1360 N Broad Street - Globe
105	Globe No. 2	St. Peter's Lutheran Church	630 N Devereaux - Globe
110	Globe No. 3	St. Paul's Methodist Church	141 N Hill Street - Globe
115	Globe No. 4	Gila County Courthouse	1400 E Ash Street - Globe
120	Globe No. 5	St. John's Episcopal Church	185 E Oak Street - Globe
125	Globe No. 6	Maranatha Baptist Church	1320 Saguaro Drive - Globe
130	East Globe	Church of the Nazarene	105 Holly Road - Globe
135	Globe No. 7	Canyon Fire Station	1300 S Jess Hayes Road - Globe
140	Globe No. 8	Globe City Hall	150 N Pine Street - Globe
145	San Carlos	Rice Gym	Mohave Avenue & Yavapai St - San Carlos
150	Canyon Day	Canyon Day Jr. High School	4621 S 9th Street - Cedar Creek
155	Globe No. 11	Gila Pueblo Campus	8274 S Six Shooter Canyon Road - Globe
160	Miami No. 1	First Southern Baptist Church	1008 Live Oak Street - Miami
165	Miami No. 3	Miami Town Hall	500 Sullivan Street - Miami
175	Central Heights	Central Heights Baptist Church	5468 S Apache Avenue - Central Heights
180	Claypool No. 1	Miami High School	4635 E Ragus Road - Globe
185	Claypool No. 2	St. Paul's Lutheran Church	750 W Paxton Avenue - Globe
190	Claypool No. 3	Nat'l Guard Armory/Reg Skills Center	4053 E Highway 60 - Miami
195	Hayden	Hayden Town Hall	520 Velasco Avenue - Hayden
200	Winkelman	Winkelman Town Hall	206 Giffin Avenue - Winkelman
205	Christmas	Dripping Springs Baptist Mission	Highway 77 - Dripping Springs
210	Roosevelt	Roosevelt Baptist Church	18659 Highway 188 - Roosevelt
215	Sierra Ancha	Roosevelt Baptist Church	18659 Highway 188 - Roosevelt
220	Tonto Basin	Chamber of Commerce	45675 Highway 188 - Tonto Basin
225	Payson No. 1	Community Presbyterian Church	800 W Main Street - Payson
230	Payson No. 2	St. Philip's Catholic Church	511 S St. Phillips Street - Payson
235	Payson No. 3	First Southern Baptist Church	302 S Ash Street - Payson
240	Payson No. 4	Best Western Payson Inn	801 N Beeline - Payson
241	Payson No. 6	Mt. Cross Lutheran Church	601 E Highway 260 - Payson
242	Payson No. 7	Ponderosa Baptist Church	1800 N Beeline Highway
243	Payson No. 8	Payson Public Library	328 N McLane Road - Payson
245	Payson No. 5	Church of Christ	401 E Tyler Parkway - Payson
246	Star Valley	Star Valley Baptist Church	4180 E Highway 260 - Star Valley
250	Whispering Pines	Whispering Pines Fire Station	Whispering Pines
255	Zane Grey	Christopher Creek Bible Fellowship Church	1036 E Christopher Creek Loop - Christopher Creek

GILA COUNTY PRECINCTS AND POLLING PLACES BEFORE THE CHANGE
October, 2011

EXHIBIT H

Precinct Code	Precinct Name	Polling Place Name	Polling Place Location
260	Gisela	Gisela Community Center	1365 S Tatum Trail - Gisela
265	Young	Pleasant Valley Community Center	Pleasant Valley Road - Young
275	Pine-Strawberry #1	First Baptist Church of Pine	4039 N Highway 87 - Pine
280	Carrizo	Assembly of God Church	V-10 Road - Carrizo

Number Precincts Before the Change: 39

**GILA COUNTY, ARIZONA
PRECINCTS AND POLLING PLACES AFTER THE CHANGE
October, 2011**

EXHIBIT I

Precinct Code	Precinct Name	Polling Place Name	Polling Place Location	Change Status
100	Globe No. 1	Globe/Miami	1360 N Broad Street - Globe	Co-locate with Wheatfields
105	Globe No. 2	St John's Episcopal Church	185 E Oak Street - Globe	Relocate polling place here - co-locate with Globe #3
110	Globe No. 3	St John's Episcopal Church	185 E Oak Street - Globe	Relocate polling place here - co-locate with Globe #2
115	Globe No. 4	Elks Lodge	1910 E Maple Street - Globe	Relocate polling place here - co-locate with Globe #6
120	Globe No. 6	Elks Lodge	1910 E Maple Street - Globe	Relocate polling place here - co-locate with Globe #4
125	Globe No. 7	Canyon Fire Station	1300 S Jess Hayes Road - Globe	No change
130	Globe No. 8	Globe City Hall	150 N Pine Street - Globe	No change
135	Globe No. 11	Gila Pueblo Campus	8274 S Six Shooter Canyon Road - Globe	No change
140	East Globe	Church of the Nazarene	105 Holly Road - Globe	No change
150	Miami No. 1	First Southern Baptist Church	1008 Live Oak Street - Miami	No change
155	Miami No. 3	Miami Town Hall	500 Sullivan Street - Miami	No change
160	Claypool No. 1	Miami High School	4635 E Ragus Road - Globe	No change
165	Claypool No. 2	St. Paul's Lutheran Church	750 W Paxton Avenue - Globe	Co-locate with Pinal Creek
170	Claypool No. 3	First Baptist Church	3654 Gordon Street - Miami	Relocate polling place here
175	Central Heights	Central Heights Baptist Church	5468 S Apache Avenue - Central Heights	No change
180	Pinal Creek	St. Paul's Lutheran Church	750 W Paxton Avenue - Globe	New precinct - co-locate with Claypool #2
185	Wheatfields	Globe/Miami Chamber of Commerce	1360 N Broad Street - Globe	New precinct - co-locate with Globe #1
200	Payson No. 1	Community Presbyterian Church	800 W Main Street - Payson	No change
205	Payson No. 2	St. Philip's Catholic Church	511 S St. Phillips Street - Payson	No change
210	Payson No. 3	First Southern Baptist Church	302 S Ash Street - Payson	No change
215	Payson No. 4	Best Western Payson Inn	801 N Beeline - Payson	No change
220	Payson No. 5	Church of Christ	401 E Tyler Parkway - Payson	No change
225	Payson No. 6	Mt. Cross Lutheran Church	601 E Highway 260 - Payson	No change
230	Payson No. 7	Ponderosa Baptist Church	1800 N Beeline Highway	No change
235	Payson No. 8	Payson Public Library	328 N McLane Road - Payson	No change
240	Star Valley	Star Valley Baptist Church	4180 E Highway 260 - Star Valley	No change
300	Copper Basin	Hayden/Winkelman School District Office	824 Thorn Avenue - Winkelman	New Polling Place for the Hayden, Winkelman, Christmas combined precinct
305	Gisela	Gisela Community Center	1365 S Tatum Trail - Gisela	No change

**GILA COUNTY, ARIZONA
PRECINCTS AND POLLING PLACES AFTER THE CHANGE
October, 2011**

EXHIBIT I

Precinct Code	Precinct Name	Polling Place Name	Polling Place Location	Change Status
310	Pine-Strawberry East	First Baptist Church of Pine	4039 N Highway 87 - Pine	Split precinct - co-locate with Pine-Strawberry West
315	Pine-Strawberry West	First Baptist Church of Pine	4039 N Highway 87 - Pine	Split precinct - co locate with Pine-Strawberry East
320	Roosevelt	Roosevelt Baptist Church	18659 Highway 188 - Roosevelt	No change
325	Sierra Ancha	Roosevelt Baptist Church	18659 Highway 188 - Roosevelt	No change
330	Tonto Basin	Chamber of Commerce	45675 Highway 188 - Tonto Basin	No change
335	Whispering Pines	Whispering Pines Fire Station	Whispering Pines	No change
340	Young	Pleasant Valley Community Center	Pleasant Valley Road - Young	No change
345	Zane Grey	Christopher Creek Bible Fellowship Church	1036 E Christopher Creek Loop - Christopher Creek	No change
400	Canyon Day	Canyon Day Jr. High School	4621 S 9th Street - Cedar Creek	No change
405	Carrizo	Assembly of God Church	V-10 Road - Carrizo	No change
410	San Carlos	Rice Gym	Mohave Avenue & Yavapai St - San Carlos	No change

Number Precincts After the Change: 39

ARF-925

Regular Agenda Item 4- C

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Berthan DeNero Submitted By: Berthan DeNero, Human Resources

Department: Human Resources

Fiscal Year: 2011-2012

Budgeted?: Yes

Contract Dates N/A

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Berthan DeNero

Information

Request/Subject

Approval of Courthouse Security Plan Phase II, part (a).

Background Information

Gila County's mission statement is: "to provide regional leadership and fiscal responsibility for necessary public services in a healthy, safe community, and to promote and support the wise use of natural resources on public, private and tribal lands". The County's goal is to provide a safe, and healthy working environment and the priority of County leaders is the health and safety of all residents, including County employees.

Recent history shows workplace violence incidents and courtroom violence are becoming more common place in today's working environment.

The U.S. Bureau of Labor Statistics reports that government employees face an increased risk of workplace violence. The recessionary economy has lead to increased layoffs (from local copper mines, which is our main resource), local businesses closing, and work furloughs which provokes added stress on everyone, especially state and local government employees.

Evaluation

Gila County formed a Courthouse Security Team in early 2011 because of the potential for violence. This Team has evaluated "**extremely important**" issues, "**very important**" issues and "**important**" issues that relate to security. The Team has broken down each project plan by cost, difficulty of implementation, benefits of implementation, deliverables, responsibility party and delivery date. The Team has also developed and implemented a "phase I low hanging fruit" plan. It is now time to enter into Phase II of this project. The Courthouse Security Team is requesting that the Gila County Courthouse Security Plan continue to be implemented. The specific request is to allow the Team to enter into Phase II, part (a) which includes the following:
OPERATIONAL:

Activate critical duress alarms 2 accessible location in courtrooms \$2,400.00 Nov-11
Install key card access on 3rd floor \$40,000.00 Nov-11
Install locks on 6 doors on 3rd floor \$600.00 Nov-11
Isolate public to the floor they came in on
Doors (6) \$18,000.00 Nov-11
Elevators \$15,000.00 Nov-11
Activate duress alarms in the Clerk of the Court Office , Court Administration, School Superintendent Office, Treasurer's Office, Assessor's Office, Recorder's Office and County Attorney's Office (7) \$4,200.00 Nov-11

Courthouse security is included in the 2012 approved budget and 2009 bond funds are available to fund Phase II, part (a) in an amount not to exceed \$85,000.

Conclusion

90% of the "phase I low hanging fruit" plan has been implemented. In order to complete this security project it is necessary to continue on to Phase II. It is the conclusion of the Courthouse Security Team that in order to secure the Courthouse within the bounds of reasonableness and budgetary considerations, that the Gila County Board of Supervisors allow the Team to move forward, implementing Phase II, part (a).

Recommendation

The Courthouse Security Team recommends that the Board of Supervisors of Gila County designate funds in the amount not to exceed \$85,000 in order to implement Phase II part (a) for the Gila County Courthouse Security Plan.

Suggested Motion

Information/Discussion/Action to implement Phase II (a) of the Gila County Courthouse Security Plan at a cost not to exceed \$85,000 and to return to the Board of Supervisors in February 2012, for further review and possible approval of Phase II (b) and Phase III. **(Berthan DeNero)**

ARF-909

Regular Agenda Item 4- D

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Steve Stratton **Submitted By:** Shannon Boyer, Public Works Division

Department: Public Works Division

Presenter's Name: Steve Stratton

Information

Request/Subject

Amended Intergovernmental Agreement (IGA) Between the City of Globe and Gila County Pertaining to the Broad Street Phase II Project

Background Information

The extension of Broad Street Phase II goes back several years. The County and City of Globe were not able to agree on the terms of payment sponsorship and various other items in the IGA. We recently worked out all of the details with the City so that this project can move forward. The majority of the project lies in the County.

Broad Street Phase II is a continuation of Broad Street in the Globe area and is approximately 2,180 feet in length.

Evaluation

When completed, this road will help ease congestion on Walliman Road along with an alternate route from the canyon areas. It will also provide a safer route not only for motorists but for pedestrians, too. The major use of this road is by the residents of the Skyline area, the majority of which is within the Globe City limits.

Conclusion

Walliman Road has been utilized by our residents for several decades and needs to be updated for the increased number of vehicles that use it on a daily basis. By partnering with the City of Globe and utilizing grant funds, the expense to the County will be minimal in comparison to the benefit for the citizens.

Recommendation

Public Works recommends passage of the IGA and requests that the Chairman sign the IGA between the City of Globe and Gila County pertaining to the Broad Street Phase II Project.

Suggested Motion

Information/Discussion/Action to authorize Chairman's signature on the amended Intergovernmental Agreement between the City of Globe and Gila County pertaining to the Broad Street Phase II Project. **(Steve Stratton)**

Attachments

IGA City of Globe and Gila County for Broad Street Phase II Project

Map-Broad Street Phase II

Approval as to form

AMENDED
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GLOBE AND GILA COUNTY
PERTAINING TO THE BROAD STREET PHASE II PROJECT

This Intergovernmental Agreement is made and entered into by and between the **CITY OF GLOBE**, an Arizona Municipal Corporation, hereinafter referred to as "City" and **GILA COUNTY**, a Political Subdivision of the State of Arizona, hereinafter referred to as "County", hereinafter collectively referred to as "the Parties".

RECITALS:

WHEREAS, the Parties hereto are political subdivisions of the State of Arizona and have entered into numerous intergovernmental agreements previously. This intergovernmental agreement is authorized pursuant to A.R.S. § 11-951 et seq. and is for a public works project.

WHEREAS, for an extended period of time, the City and the County have studied the possibility of improvement of Walliman Road aka Broad Street Phase II. The proposed project lies in both jurisdictions. The City has expended substantial sums for engineering services for preliminary study and design of the project to improve Walliman Road. The improvements are critical to emergency response and transportation circulation for the residents residing in the parties' respective jurisdictions.

WHEREAS, each party believes the project is feasible and in the best interest of each jurisdiction and the City has shared with the County preliminary design concepts.

WHEREAS, the Parties desire to enter into this Agreement to insure the proper administration of the project and to maximize available grant funds for completion of same.

WHEREAS, the Parties agree that the County will act as project administrator and serve as liaison with the Central Arizona Association of Governments (CAAG) and the Arizona Department of Transportation (ADOT) to administer project funding in accordance with all applicable rules and regulations. The parties will share responsibility for required matching funds, subject to the limitations, restrictions and other provisions contained in this Agreement.

WHEREAS, the Parties previously entered into an Intergovernmental Agreement regarding this project on or about the 11th day of October 2005, and the Parties wish to amend same as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Project Funding – Cost Responsibilities:

A. Funds have already been allocated and reserved for this project by ADOT, subject to City and County participation to complete the project in a timely manner. Funding assistance, administered through ADOT, will be in the form of reimbursement for eligible costs incurred by the parties on the project.

Each party acknowledges the initial estimates are that approximately Four Hundred Thousand Dollars (\$400,000.00) of grant funds will be available for the project. The City agrees to provide the sum of not less than Ten Thousand Three Hundred and Twenty-Five Dollars (\$10,325.00) towards the project as its monetary matching contribution to the completion of the project and the County agrees to provide the same sum as its monetary matching contribution to the project, unless subsequently otherwise agreed amongst the parties.

B. The County will be solely responsible for the administration of grant funds in accordance with applicable rules and regulations and shall provide an accounting with reports and notices as the City may request to show status of administration.

II. Project Design and Review:

A. The City, through the City Engineer (Engineer), shall provide for the design and engineering of the project. The County will designate a representative (County Representative) to review the design and to monitor completion of the project.

B. Upon completion of design, the City shall provide the County Representative with copies of design documents for County review. The County shall have twenty (20) days to review the design and to make comments. If no objection is made within twenty (20) days, approval will be assumed and the project may proceed in accordance with this Agreement. Should a dispute arise which cannot be resolved between the County Representative and the City within

five (5) days, the County Manager and the City Manager shall be advised and the Managers will attempt to resolve such disagreements within five (5) business days.

C. Each party agrees that time is of the essence with regard to design, review, acceptance and finalization to insure compliance with all timetables established by the grant documents.

D. Design acceptance shall be confirmed by letter from the County to the City, at which time the project may proceed to the next stage.

III. **Contract Documents, Specifications, and Commencement of Bid Process:**

A. The City shall prepare, in accordance with all applicable rules and regulations, the specifications and contract documents as well as all other documents necessary to proceed to bid on the project ("documents" herein). Upon completion of the same, full and complete copies shall be provided to the County Representative who again shall have twenty (20) days for review and comment on the documents. Should no objection be made within twenty (20) days, the documents shall be deemed approved. Should any dispute or disagreement arise with regard to contents of the documents, the City and County Representative shall attempt to resolve that dispute within five (5) business days and, if unresolved within that time, the City Manager and the County Manager shall meet and resolve the issue within five (5) business days.

B. It is understood that design plans, as set forth in Section II, contract documents and specifications may be prepared and submitted for review at the same time. Each party agrees to make their best efforts to review and approve the documents expeditiously to ensure compliance with all time periods and other provisions of the grant documents.

C. Upon approval of the contract documents and specifications, the County shall be responsible for compliance all applicable rules and regulations with regard to bidding the project in accordance with Arizona law.

IV. Bid Award and Project Supervision:

A. The County shall be responsible for compliance with all bid requirements and review and analysis of all bids received for final contract award.

B. The City shall be notified of the time and date the bids will be opened and reviewed and be offered an opportunity to participate in said review and analysis. Both the County and the City shall jointly concur on approved recommendations for bid award prior to final approval of contract. Either the City or County may terminate participation in this Agreement by providing written notice to the other party in the event that the bids received are deemed to be excessive.

C. The contract formal award shall be made by the Board of Supervisors of Gila County at an open meeting in accordance with all statutes of the State of Arizona.

D. Upon finalization of the contract documents and specifications, the County shall provide notice to proceed to the Contractor and shall give the City copies of same.

E. All work shall be completed in conformity with the contract documents and specifications as agreed to by the parties. The County Representative will decide any, and all, questions which may arise as to the quality and acceptability of materials and workmanship furnished and further shall be responsible to decide any questions regarding the certification of the quality and acceptability of work performed, manner of performance and rate of progress of work. The County Representative shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work and the fulfillment of the contract on the part of the accepted contractor.

F. The County Representative will be the liaison with the contractor and shall make all decisions with regard to the work progress and acceptability of same. Should the City Representative have any questions, at any time, concerning the progress of the project, workmanship, or any other manner regarding compliance with the specifications which have been approved, the City Representative shall discuss same with the County Representative who shall keep the City Representative informed with respect to progress on the Project. Notwithstanding any other language herein to the contrary, any and all change orders shall be reviewed by both the City and County Representatives. Any disputes shall be resolved as provided in Section VI(B).

G. Copies of all progress reports, payment requests, and certifications shall be provided to the City upon its request and the County shall keep the City Representative informed as to the progress of the project. The County Manager shall maintain records of such documents for a minimum of five (5) years or as otherwise required by the grant documents.

H. If progress payments are established as part of the contract which is awarded, the County shall keep the City Representative fully informed with regard to same. The County shall pay its portion of any progress payment to the City within twenty (20) days of receipt of a billing for same.

V. Project Completion, Acceptance and Accounting:

A. The County Representative shall notify the City Representative upon project completion.

B. The County Representative shall certify completion of the project and provide the City Representative with a copy of said certification.

C. Within thirty (30) days of final payment to the Contractor, the County shall provide the City with a written accounting showing all receipts and payments and further indicating the City's unpaid balance and/or its entitlement to a credit in an amount consistent with the terms and conditions set forth in paragraph I (A) of this Agreement entitled "Project Funding – Cost Responsibilities". Each party agrees to pay their respective amount within twenty (20) days of receipt of said accounting.

VI. General Provisions:

A. The City hereby grants to the County all permits necessary for the County to enter upon City roadways and to complete the project in accordance with the accepted design and specifications approved in accordance with Sections II and III of this Agreement. The County Representative shall take steps to insure the City Representative is aware of the construction progress, the commencement dates and completion dates.

B. Should any dispute arise regarding the interpretation of this Agreement or other contract provisions, the County Representative and the City Representative will attempt to resolve the same within five (5) days. If unable to do so, the County Manager and the City Manager shall attempt to resolve the same within five (5) business days. If the dispute has not been resolved, the Chairman of the Board of Supervisors and the Mayor shall meet and make such efforts, as necessary, to resolve any such dispute within thirty (30) business days. Any resolution shall be confirmed in writing by the County Manager.

C. Any controversy not resolved pursuant to paragraph "B" of this Section shall be submitted to arbitration as set forth in A.R.S. § 12-1518.

D. This Agreement shall remain in force and effect until completion of said project which is the subject of this Agreement.

E. This Agreement shall become effective upon filing same with the Gila County Recorder.

F. This Agreement may be cancelled in accordance with the provisions of A.R.S. § 38-511.

G. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

City of Globe
Attn: City Manager
150 North Pine Street
Globe, Arizona 85501

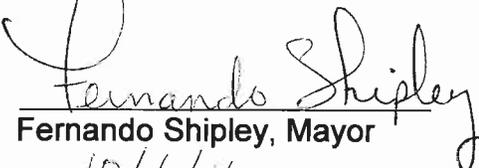
Gila County
Attn: County Manager
1400 East Ash Street
Globe, Arizona 85501

H. Attached hereto and incorporated herein by this reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of October 2011.

CITY OF GLOBE

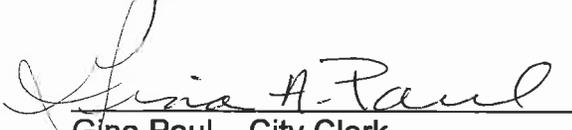
GILA COUNTY

By: 
Title: Fernando Shipley, Mayor
Date: 10/6/11

By: _____
Title: Tommie Cline Martin, Chairman
Date: _____

ATTEST:

ATTEST:


Gina Paul – City Clerk

Marian Sheppard – Chief Deputy
Clerk

COUNTY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

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

DATED this ____ day of October 2011.

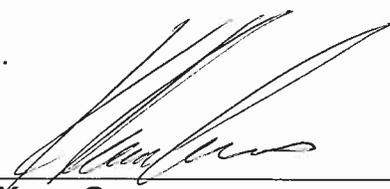
Bryan Chambers
Gila County Attorney

Chief Deputy County Attorney

COUNTY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

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

DATED this ____ day of October 2011.



K. Kane Graves
Globe City Attorney

ADDENDUM TO AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF GLOBE AND GILA COUNTY PERTAINING
TO THE BROAD STREET PHASE II PROJECT

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Parties certify that they do 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 County List.

Legal Arizona Workers Act Compliance

The County hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the County'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 the County 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, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The County shall advise each subcontractor of the 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 the 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."

ADDENDUM TO AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF GLOBE AND GILA COUNTY PERTAINING TO THE BROAD STREET PHASE II PROJECT

October 2011

Page 2 of 2

IN WITNESS WHEREOF, the County herein have set their hands and seals the _____ of October, 2011.

GILA COUNTY

Tommie Cline Martin, Chairman
Gila County Board of Supervisors

Date: _____

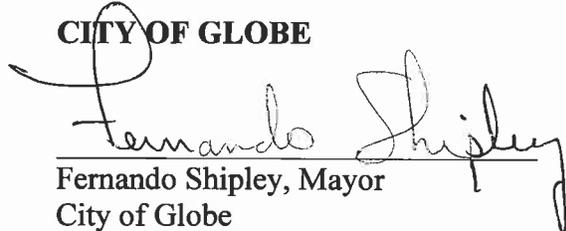
ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

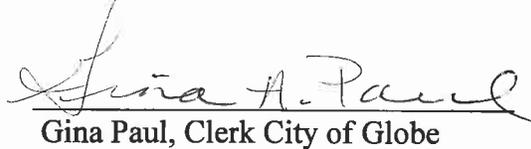
Bryan Chambers, Chief Deputy
County Attorney

CITY OF GLOBE

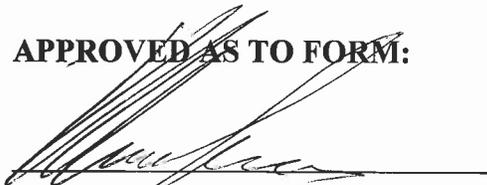

Fernando Shipley, Mayor
City of Globe

Date: 10/6/11

ATTEST:


Gina Paul, Clerk City of Globe

APPROVED AS TO FORM:


K. Kane Graves, City Attorney



Broad St - Phase 2 2180± ft





GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement titled

IGA Between City of Colton and Gila County
re Broad Street Phase II Project

and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D). The attached document "Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review" explains what that review covers and does not cover in further detail.

10-26-2011

Date

Bryan B. Chambers

Chief Deputy County Attorney

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action . . . applicable to the governing bodies of the participating agencies approving or extending the duration of the . . . contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

ARF-908

Regular Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Steve Stratton **Submitted By:** Shannon Coons, Public Works Division

Department: Public Works Division **Division:** Facilities

Presenter's Name: Steve Stratton

Information

Request/Subject

Termination of Lease by Freeport-McMoRan Miami, Inc.

Background Information

The original lease was recorded in January 1998 and the lease has expired on its own terms. The Facilities Management Department occupied the building and grounds but vacated the building in June 2011, and moved into a County-owned building that was newly built.

Evaluation

Gila County is no longer occupying the space and desires to terminate the lease and be released of its obligation. The original lease was recorded January 28, 1998, in the Official Records of Gila County.

Conclusion

Once the Termination and Release of Lease is recorded, Gila County's Lease is terminated and of no further force or effect. All rights and interests in the premises will revert to Freeport-McMoRan Miami, Inc.

Recommendation

Approve Chairman's signature on Termination and Release of Lease for the real property located at 4053 E. Highway 60, Claypool, AZ between Freeport-McMoRan Miami, Inc. and Gila County effective as of July 1, 2011.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on Termination and Release of Lease for the real property location at 4053 East Highway 60, Claypool, AZ between Freeport-McMoRan Miami, Inc. and Gila County effective July 1, 2011. **(Steve Stratton)**

Attachments

Termination and Release of Lease

Amendment #1

Original Lease 1998

Approval as to Form

WHEN RECORDED RETURN TO:

Freeport-McMoRan Miami, Inc.
c/o Freeport-McMoRan Corporation
Attn: Land & Water Department
333 North Central Avenue
Phoenix, Arizona 85004

TERMINATION AND RELEASE OF LEASE

(Recorded on January 28, 1998 in the Official Records of Gila County, Arizona,
at Fee # 1998 1131, Page # 0001 to 0010)

THIS TERMINATION AND RELEASE OF LEASE ("Termination") is made effective as of July 1, 2011 by and Freeport-McMoRan Corporation Inc., a Delaware corporation, formerly known as Phelps Dodge Miami Inc., formerly known as Cyprus Miami Mining Corporation ("Landlord") and The County of Gila, a political subdivision of the State of Arizona ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease dated September 9, 1997 as amended by that certain First Amendment to Lease dated September 9, 2008 (as so amended, the "Lease") for the real property located at 4053 East Highway 60 in Claypool, Gila County, Arizona, which is further described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises");

WHEREAS, the Lease was recorded on January 28, 1998 in the Official Records of Gila County, Arizona, at Fee # 1998 1131, Page # 0001 to 0010;

WHEREAS, the Lease has expired by its own terms and Tenant has vacated the Premises; and

WHEREAS, Landlord and Tenant desire to terminate and release the Lease of record in the Official Records of Gila County, Arizona.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that: (a) the Lease is terminated and of no further force or effect; (b) the Lease is forever released and discharged of record in the Official Records of Gila County, Arizona, and (c) Tenant hereby quitclaims, transfers and conveys any and all rights and interest in the Premises to Landlord.

IN WITNESS WHEREOF, the undersigned have executed this Termination effective as of July 1, 2011.

Landlord:

Approved as to form: *RAC*

Freeport-McMoRan Corporation Inc.,
a Delaware corporation

By: *[Signature]*
Name: DEREK S. COOKE
Title: GENERAL MANAGER

Tenant:

**The County of Gila, a political subdivision of
the State of Arizona by and through
its Board of Supervisors**

By: _____
Name: Tommie C. MARTIN
Title: Chairman Board of Supervisors

Attested:

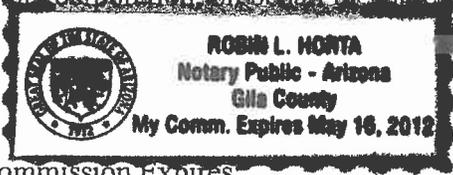
By: _____
Name: Marian Sheppard
Title: Chief Deputy Clerk

Approved as to form:

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney

STATE OF Arizona)
County of Gila) ss.

The foregoing instrument was acknowledged before me this 6 day of October 2011 by Derek J. Cooke, the General Manager of Freeport-McMoRan Miami Inc., a Delaware corporation, on behalf of said corporation.



Robin L. Norta
Notary Public

My Commission Expires:

May 16, 2012

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____, the _____ of the Board of Supervisors of the County of Gila, a political subdivision of the State of Arizona, on behalf thereof.

Notary Public

My Commission Expires:

EXHIBIT "A" – Premises Description

The surface to a depth of 10 feet lying immediately beneath those certain pieces or parcels of land lying in and being a portion of a subdivision known as Lower Miami Map No. 1, Revised, Gila County Plat No. 66, on file and of record in the office of the Gila County Recorder of the County of Gila, State of Arizona, and situated in the South One-Half of the Southeast Quarter (S½SE¼) of Section 20, Township 1 North, Range 15 East, Gila and Salt River Meridian, County of Gila, State of Arizona, more particularly described as follows;

All of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of Block 7;

The West One-Half of Lot 16 of Block 7;

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 8;

The East 10 feet of Lot 9 of Block 8;

All of Lots 15, 16, 17, and 18 of Block 8;

All the east-west alleyway in Block 8 which lies between Lots 1 through the East 10 feet of Lot 9, and the East 10 feet of Lot 14 through Lot 18;

That portion of the east-west alleyway in Block 7 which lies between Lots 8 through 12, and 13 through West One-Half of Lot 15.

All of Fourth Street lying between Block 7 and Block 8;

SUBJECT to all existing taxes, assessments, covenants, conditions, easements, right of way, restrictions, exceptions and reservations of record; specifically including, but not limited to, that certain easement for public highway purposes dated November 1, 1948, and recorded in Book 66 of Deeds to Real Estate at Page 67, Records of the County of Gila, covering a portion of the Northerly part of said Block 8.

Excluding there from:

Land specifically excluded from the Lease: Those certain pieces or parcels of land lying in and being a portion of a subdivision known as Lower Miami Map No. 1, Revised, Gila County Plat No. 66, on file and of record in the office of the Gila County Recorder of the County of Gila, State of Arizona, and situated in the South One-Half of the Southeast Quarter (S½SE¼) of Section 20, Township 1 North, Range 15 East, Gila and Salt River Meridian, County of Gila, State of Arizona, more particularly described as follows;

The West 15 feet of Lot 9;

All of Lots 10, 11, 12, 13;

The West 40 feet of Lot 14;

All the east-west alleyway lying in Block 8 between Lots 10, 11, 12, the West 15 feet of Lot 9, Lot 13 and the West 40 feet of Lot 14;

All of Copper Street (abandoned) lying adjacent to the south end line of Block 7, Block 8 and Fourth Street (abandoned) of Miami Map No. 1, Revised.



When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(09/09/08 #13D)**



CAPTION HEADING:

**First Amendment to Lease
Between Gila County
and
Freeport-McMoRan
(Regarding assignment and sublease amendment to the original lease
for the property described as the Armory Property)**

DO NOT REMOVE

This is part of the official document

FIRST AMENDMENT TO LEASE

September THIS FIRST AMENDMENT TO LEASE ("First Amendment"), is made this 9th day of August 2008, (the "Effective Date") by and between **FREEMPORT-MCMORAN MIAMI INC.**, a Delaware corporation (formerly known as Cyprus Miami Mining Corporation) (hereinafter called "Lessor"), and **THE COUNTY OF GILA**, a political subdivision of the State of Arizona (hereinafter called "Lessee").

RECITALS

- A. Lessor and Lessee have entered into that certain Lease dated September 9, 1997, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "**Original Lease**").
- B. Lessor and Lessee desire to amend the Original Lease to, among other things, amended the sublease provisions in accordance with the terms and conditions set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the terms, conditions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning as set forth in the Original Lease.
- 2. Assignment and Sublease. The Original Lease is hereby amended by adding the following as the last sentence to Section 8 of the Original Lease:

"Notwithstanding the foregoing provisions, Lessee may sublease all or a portion of the Premises to Gila Community College to use as an occupational training center and for related educational purposes, provided that Lessee first obtains Lessor's prior written approval of any such sublease, which such approval shall not be unreasonably withheld, conditioned or delayed."

- 3. Miscellaneous. This First Amendment shall be governed by the laws of the State of Arizona. This First Amendment may be executed in counterpart and by facsimile, which may be assembled and construed to create one (1) binding and enforceable agreement. The Original Lease, as amended by this First Amendment, is hereby ratified, confirmed and approved and remains in full force and effect. To the extent that the Original Lease and this First Amendment conflict, this First Amendment shall control.



IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

LESSOR:

Approved as to form: *[Signature]*

FREEPORT-MCMORAN MIAMI INC.,
a Delaware corporation

By: *Allan F. Titter*
Name: Allan F. Titter
Title: Vice Pres. & Gen. Manager

LESSEE

THE COUNTY OF GILA, a political subdivision
of the State of Arizona

By: *[Signature]*
Name: Jose M. Sanchez
Title: Chairman

Attested:

[Signature]
Name: Steven L. Besich
Clerk of the Board

Approved as to form:

Name: *[Signature]*
for Bryan B. Chambers
County Attorney





LEASE

THIS LEASE made this 9th day of Sept., 1997, between Cyprus Miami Mining Corporation ("Cyprus Miami") and Gila County ("County").

For and in consideration of the covenants and agreements hereinafter set forth, Cyprus Miami hereby leases to the County and County hereby agrees to lease from Cyprus Miami that certain land and buildings thereon, commonly described as the Armory Property and more particularly shown on Exhibit "A" to this Lease (the "Property") located in County of Gila, State of Arizona, provided, however, that the Property shall not include the portion of the Armory Property more particularly described in Exhibit "B" to this Lease. Said leasing is upon and subject to the terms, covenants and conditions set forth in this Lease and County covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions. County further agrees that this Lease is made upon the condition of such performance.

1. TERM

The term of this lease shall be twenty years (unless sooner terminated as herein provided) commencing on the 9th day of September, 1997.

2. CONSIDERATION

In consideration for this Lease, during the term of this Lease, County shall pay Cyprus Miami a rental fee equal to the full amount of any yearly assessed property taxes. If at any time during this Lease the Property should become subject to any additional property tax, County shall pay Cyprus Miami for the full amount of any such property tax within thirty (30) days following receipt of a demand for such payment from Cyprus Miami.

3. CONDITION OF PROPERTY, IMPROVEMENTS AND ALTERATIONS

County expressly agrees and acknowledges that the Property is leased in "AS IS, WHERE IS" condition. Cyprus Miami makes no warranties whatsoever, whether express or implied, regarding the condition of the Property or its fitness for any intended purpose. County, at its sole cost and expense, may make alterations, improvements and/or additions to the Property; provided, however, that any material or permanent alterations, improvements and/or additions shall not be made without Cyprus Miami's advance written consent, which consent shall not be unreasonably withheld. At the termination of the Lease, County shall, at its sole cost and expense, remove any alterations, additions and/or improvements made by County, designated by Cyprus Miami to be removed and any alterations, additions and/or improvements made by County that County desires to remove. Any alterations, improvements and/or additions not removed by the County within sixty (60) days following the expiration of this Lease, or any extension thereto, shall become the

property of Cyprus Miami and shall remain upon the Property without compensation to County. If any alterations, improvements and/or additions are removed from the Property by County, either of County's own choice or at the request of Cyprus Miami, the original property shall be repaired and restored to its original conditions, reasonable wear and tear excepted.

4. MAINTENANCE/REPAIRS

County shall be responsible, at its sole cost and expense, for all maintenance and repairs on the Property during the term of this Lease. County shall maintain in good condition the structural parts of the Property, including without limitation, the foundations, bearing and exterior walls, subflooring and roof and exterior doors and windows and shall keep all Property equipment, including, but not limited to, plumbing, heating, air conditioning and similar equipment in good condition and repair. During the term of this Lease, County agrees that County will maintain the Property in a safe, clean, neat and sanitary condition.

5. LIENS

County shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by County.

6. USE OF PROPERTY

The Property is to be used for the sole purpose of the offices and facilities of Gila County. The parties agree that should County cease to use the Property for the above stated purpose, this Lease shall terminate, County shall have no rights to the Property and Cyprus Miami shall have no liability or obligation to County whatsoever. Furthermore, County agrees that it will (i) not use or allow the Property to be used for any improper, immoral or unlawful purpose, (ii) comply with all applicable laws, ordinance, and regulations now and hereafter in force in connection with its use of the Property, and (iii) not commit nor suffer the commission of any waste or knowingly permit any explosives to enter the Property.

7. CONDEMNATION

In the event the Property, or any portion of the Property is taken under eminent domain proceeding, County shall have no right, title or interest to any award for such taking.

8. ASSIGNMENT AND SUBLEASE

County shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Property or any part thereof, or permit the Property, or any part thereof to be occupied by anyone other than County. Any sale, assignment, mortgage, transfer or subletting of this Lease shall cause the Lease to terminate. Upon such termination, County shall have

no rights to the Property and Cyprus Miami shall have no liability or obligation to County whatsoever.

9. ACCESS

Cyprus Miami and its representatives and agents shall have the right to enter onto the Property at all times for the purpose of examining, inspecting, testing (including, but not limited to performing water testing and drilling) or performing remedial work for any purpose; provided, however, that Cyprus Miami shall not unreasonably interfere with the ability of County to operate the offices and facilities of the County, unless in the opinion of Cyprus Miami such interference is necessary to comply with federal, state or local law, rule or regulation. Additionally, Cyprus Miami reserves to itself the right, from time to time, to grant such easements, rights and dedications that Cyprus Miami deems necessary or desirable.

10. UTILITIES

County, at its own cost, expense and risk, shall be responsible for providing and securing all utility services, including, but not limited to water service, to and for the Property; provided, however, that under no circumstances shall County drill any wells on the Property or use the ground water on the Property for any purpose.

11. SALE

In the event of a sale or conveyance by Cyprus Miami of the Property, the same shall operate to release Cyprus Miami from any and all liability or obligation under this Lease.

12. INDEMNIFICATION

(a) County shall indemnify, defend and hold Cyprus Miami and its affiliates and their respective officers, directors, employees, shareholders, agents and representatives, harmless from and against any and all claims for liability for any injury (including death) or damage to any person or property (including environmental) whatsoever arising from County's use of the Property or from the conduct of County's business or from any activity, work or things done, permitted or suffered by County in or about the Property or elsewhere, and County shall further indemnify, defend and hold Cyprus Miami, and its affiliates, and their respective officers, directors, employees, shareholders, agents and representatives, harmless from and against any and all claims, costs and expenses arising from any breach in the performance of any of County's obligations under the terms of this Lease or arising from any act or omission of County, or any of its agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses or liabilities incurred by Cyprus Miami as the result of County's use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence and from all costs, attorney's fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon. In the event that any action or proceeding be brought against Cyprus Miami, County, upon notice from Cyprus Miami,

shall defend the same at County's sole cost and expense, by counsel satisfactory to Cyprus Miami. Cyprus Miami need not have first paid any such claim in order to be so indemnified.

(b) The provisions of this Section shall survive the expiration or termination of this Lease.

13. INSURANCE, WAIVER OF SUBROGATION

(a) County shall, at its own cost and expense, obtain and keep in force during the term of this Lease (i) Comprehensive General Liability Insurance with a Broad Form General Liability Endorsement in an amount of not less than \$2,000,000 combined single limit per occurrence and (ii) Broad Form Property Damage Insurance in an amount of not less than \$2,000,000 combined single limit per occurrence. Cyprus Miami shall be a named insured under such policies. Compliance with the above requirement shall not, however, limit the liability of County hereunder.

(ii) County shall deliver to Cyprus Miami certificates evidencing the existence and amounts of such insurance prior to the Commencement Date. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty days prior written notice to Cyprus Miami. County shall, at least thirty (30) days prior to the expiration of such policies, furnish Cyprus Miami with renewals thereof.

(iii) County hereby releases and relieves Cyprus Miami and waives its entire right to recovery against Cyprus Miami for direct or consequential loss or damage arising out of or incident to this Lease due in whole or in part to the negligence or wilful misconduct of County or its agents, representatives, employees, contractors, officers, directors or invitees.

14. WAIVER

No waiver by Cyprus Miami of any provision of this Lease or of any breach by County hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by County of the same or any other provision. Cyprus Miami's consent to or approval of any act by County requiring Cyprus Miami's consent or approval shall not be deemed to render unnecessary the obtaining of Cyprus Miami's consent to or approval of any subsequent act of County.

15. NOTICES

All notices, demands or other communications in this Lease provided to be given, made or sent by either party hereto to the other party shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, or sent via facsimile with written confirmation and addressed as follows:

To Cyprus Miami: P. O. Box S
Claypool, Arizona 85532
Attention: Land Department
Fax: (520) 473-7473

County: 1400 E. Ash Street
Globe, Arizona 85501
Attention: Gila County Administrator
Fax: (520) 425-0319

16. DEFAULT

In the event County fails to keep and perform any of the terms or conditions hereof, or otherwise breaches this Lease or defaults hereunder, time being of the essence, or in the event of the taking by execution of judgement or other process of law of all or any part of the County's interest in this Lease, then ten days after written notice of default from Cyprus Miami, Cyprus Miami may, if such default has not been corrected, resort to any and all legal remedies or combination of remedies which Cyprus Miami may be permitted by law to assert including, but not limited to one or more of the following: (i) lock the doors of the Property and exclude County therefrom; (ii) retain or take possession of any property on the Property pursuant to Cyprus Miami's statutory lien; (iii) enter the Property and remove all persons and property therefrom; (iv) declare this Lease at an end and terminated; and (v) sue for any damages sustained by Cyprus Miami.

17. INTEREST ON COUNTY DOT'S OBLIGATIONS AND LATE CHARGES

Any amount due from County to Cyprus Miami which is not paid when due shall bear interest of eighteen percent (18%) per annum until paid, but the payment of such interest shall no excuse nor cure the default.

18. TIME

Time is of the essence of this Lease in each and all of its provisions.

19. RECORDATION

County shall not record this Lease or a short form memorandum thereof without the prior written consent of Cyprus Miami.

20. CHOICE OF LAW

This Lease shall be governed by the Laws of the State of Arizona.

21. COUNTY'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

(a) The term "Hazardous Substances", as used in this Lease, shall include without limitation, flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereinafter enacted or promulgated by any governmental authority.

(b) The County shall not cause or permit to occur:

(i) Any violation of any federal, state or local law, ordinance, or regulation now or hereinafter enacted, related to environmental conditions on, under, or about the Property arising from the County's use or occupancy of the Property, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance, except as disclosed in this Lease, and except as required in the ordinary course of the business for the sole purpose of operating the offices and facilities of the County.

(c) County's environmental clean-up responsibilities.

(i) The County shall, at the County's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(ii) The County shall, at the County's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(iii) Should any authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, soil, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Property, which arises at any time from the County's use or occupancy of the Property, then the County shall immediately reimburse Cyprus Miami for any and all costs associated with the clean-up, including, but not limited to, the preparation and submission of clean-up plans and the carrying out of such clean-up plans.

(iv) The County shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Cyprus

Miami. If the County fails to fulfill any duty imposed under this subparagraph (c) within reasonable time, Cyprus Miami may do so and in such case, the County shall cooperate with Cyprus Miami in order to prepare all documents Cyprus Miami deems necessary or appropriate to determine the applicability of the Laws to the Property and the County's use thereof, and for compliance therewith, the County shall execute all documents promptly upon Cyprus Miami's request. No such action by Cyprus Miami and no attempt made by Cyprus Miami to mitigate damages under any Law shall constitute a waiver of any of the County's obligations under this subparagraph (c).

(v) The County's obligations and liabilities under this subparagraph (c) shall survive the expiration of this Lease.

(d) County's indemnity.

(i) The County shall indemnify, defend, and hold harmless Cyprus Miami, and its affiliates, and their respective officers, directors, employees, shareholders, partners and agents from all fines, suits, procedures, claims and actions of every kind, and all costs associated in therewith (including attorney's and consultant's fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Property which arises at any time from County's use or occupancy of the Property, or from County's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environmental laws.

(ii) County's obligations and liabilities under this subparagraph (d) shall survive expiration of this Lease.

22. SEVERABILITY

The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

23. COVENANTS AND CONDITIONS

Each provision of this Lease performable by County shall be deemed both a covenant and condition.

24. STATUTORY TERMINATION

Statutory authority for the County to enter into this Lease is stated in ARS 11-251(54). Pursuant to that section, County may exercise its rights as stated in sections 11-651 and 11-653 since this Lease is for a term exceeding one (1) year.

25. ENTIRE AGREEMENT

This Lease and any Exhibits, Amendments or Addendums attached to this Lease or specifically referred to in this Lease are hereby incorporated by reference, and in the aggregate contain the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change or modify this Lease, in whole or in part, unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, Cyprus Miami and County have executed this Lease the day and year first above written.

CYPRUS MIAMI MINING CORPORATION

COUNTY OF GILA

RK Watkins
By: R. K. Watkins
Its: Vice President and General Manager

Cruz Salas
By: Cruz Salas
Its: Chairman, Board of Supervisors

ATTEST:

Steven L. Besich
By: Steven L. Besich
Its: Clerk of the Board

APPROVED AS TO FORM:

Jerry B. DeRose
By: Jerry B. DeRose
Its: County Attorney

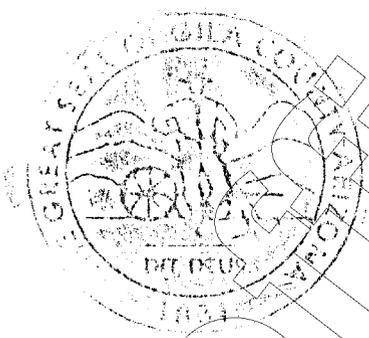


EXHIBIT "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN LEASE BY AND
BETWEEN CYPRUS MIAMI MINING CORPORATION AND GILA COUNTY**

The surface to a depth of 10 feet lying immediately beneath those certain pieces or parcels of land lying in and being a portion of a subdivision known as Lower Miami Map No. 1, Revised, Gila County Plat No. 66, on file and of record in the office of the Gila County Recorder of the County of Gila, State of Arizona, and situated in the South One-Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 20, Township 1 North, Range 15 East, Gila and Salt River Meridian, County of Gila, State of Arizona, more particularly described as follows;

All of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of Block 7;

The West One-Half of Lot 16 of Block 7;

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 8;

The East 10 feet of Lot 9 of Block 8;

All of Lots 15, 16, 17, and 18 of Block 8;

All the east-west alleyway in Block 8 which lies between Lots 1 through the East 10 feet of Lot 9, and the East 10 feet of Lot 14 through Lot 18;

That portion of the east-west alleyway in Block 7 which lies between Lots 8 through 12, and 13 through West One-Half of Lot 15.

All of Fourth Street lying between Block 7 and Block 8;

SUBJECT to all existing taxes, assessments, covenants, conditions, easements, right of way, restrictions, exceptions and reservations of record; specifically including, but not limited to, that certain easement for public highway purposes dated November 1, 1948, and recorded in Book 66 of Deeds to Real Estate at Page 67, Records of the County of Gila, covering a portion of the Northerly part of said Block 8.

EXHIBIT "B"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN LEASE BY AND
BETWEEN CYPRUS MIAMI MINING CORPORATION AND GILA COUNTY**

Land specifically excluded from the Lease: Those certain pieces or parcels of land lying in and being a portion of a subdivision known as Lower Miami Map No. 1, Revised, Gila County Plat No. 66, on file and of record in the office of the Gila County Recorder of the County of Gila, State of Arizona, and situated in the South One-Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 20, Township 1 North, Range 15 East, Gila and Salt River Meridian, County of Gila, State of Arizona, more particularly described as follows;

The West 15 feet of Lot 9;

All of Lots 10, 11, 12, 13;

The West 40 feet of Lot 14;

All the east-west alleyway lying in Block 8 between Lots 10, 11, 12, the West 15 feet of Lot 9, Lot 13 and the West 40 feet of Lot 14;

All of Copper Street (abandoned) lying adjacent to the south end line of Block 7, Block 8 and Fourth Street (abandoned) of Miami Map No. 1, Revised.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contractor agreement titled

Termination and Release of Lease
(Freepoint McMoran Minerals, Inc.)

and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review. The attached document "Explanation of the Gila County Attorney's Approval as to Form" explains what that review covers and does not cover in further detail.

10-26-2011
Date

Bryan B. Chambers
Bryan B. Chambers
Chief Deputy County Attorney

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-915

Regular Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Don McDaniel Jr. **Submitted By:** Janice Cook, Deputy County Manager

Department: County Manager

Presenter's Name: Don McDaniel

Information

Request/Subject

Adoption of County Supervisors Association (CSA) 2011 Legislative Summit Report and authorization for County Manager and Deputy County Manager to support the goals and priorities enumerated therein.

Background Information

The County Supervisors Association has compiled the final report from the 2011 Legislative Summit. Supervisors and County staff from all 15 counties reached a firm consensus that the top three legislative priorities are:

- Repeal of the prisoner shift contained in last session's SB1621
- Eliminate or freeze the mandated county contributions
- Eliminate or freeze shifts from HURF to DPS and MVD

Of the 24 county-submitted statutory proposals reviewed at the Summit, 4 were identified as CSA being supportive of other organizations efforts seeking passage, and 11 identified as making up CSA's Legislative Agenda this coming year.

The County Manager and the Deputy County Manager, through their professional associations and in the normal course of conducting the County's affairs, are in a position to lend support to or oppose legislation which furthers the goals and priorities enumerated in the final Summit report.

Evaluation

CSA's 2011 Legislative Summit report is a compilation of the legislative priorities and proposals adopted by the supervisors from all 15 Arizona counties. The County Manager and Deputy County Manager, through their membership in the County Managers Association, other professional organizations, and in the normal course of conducting the County's business, are in a position to support the goals and priorities enumerated in the final Summit report, as well as any legislation which is in the best interests of Gila County.

Conclusion

The Board of Supervisors should formally adopt CSA's 2011 Legislative Summit Report in order for members of the Board to assist/participate in pursuing the priorities and proposals identified in the report and should formally authorize the County Manager and Deputy County Manager to support or oppose any state legislation which furthers those goals, whether bill, amendment, or strike, or any legislation which is in the best interests of Gila County.

Recommendation

Staff recommends that the Board formally adopt the County Supervisors Association 2011 Legislative Summit Report and authorize the County Manager and Deputy County Manager to pursue the goals and priorities enumerated therein, along with any other legislation which is in best interests of Gila County.

Suggested Motion

Information/Discussion/Action to adopt the County Supervisors Association 2011 Legislative Summit Report and authorize the County Manager and Deputy County Manager to support or oppose any legislation which furthers those goals and priorities or is in the best interests of Gila County. **(Don McDaniel)**

Attachments

Memo from CSA Re 2011 Legislative Summit Report
CSA 2011 Legislative Summit Report

Rodriguez, Linda

From: Todd Madeksza [toddm@countysupervisors.org]
Sent: Tuesday, October 11, 2011 11:12 AM
To: toddm@countysupervisors.org
Cc: craigs@countysupervisors.org; Rebecca Lund; Penny Adams; rodr@countysupervisors.org; yvonneo@countysupervisors.org
Subject: 2011 Summit Report
Attachments: CSA Adopted Policy & Legislative Priorities 2012.docx

Dear Supervisors and Managers,

The Sixth Annual CSA Legislative Summit was hosted by Navajo County in Pinetop, Arizona last week. As always, the Summit offered county officials and stakeholders the chance to consult and adopt the major legislative priorities for the organization in the coming year.

33 Supervisors and 67 county staff from all fifteen counties attended the meeting to consider the legislative challenges to counties and to consider 24 proposals submitted by the counties for review. Overall, the Association reached firm consensus that the three top legislative priorities are:

- Repeal of the prisoner shift contained in last session's SB1621
- Eliminate or freeze the mandated county contributions
- Eliminate or freeze shifts from HURF to DPS and MVD

CSA will work diligently at the legislature and with appropriate allies to see that these three priorities are met.

Of the 24 county-submitted statutory proposals reviewed, four were identified as CSA being supportive of other organizations efforts seeking passage, and 11 identified as making up CSA's Legislative Agenda this coming year.

Attached to this email are the proposals is a synopsis that outline our policy priorities, the eleven legislative proposals CSA is actively pursuing and the four that CSA is supporting our stakeholders in their efforts. Please don't hesitate to contact us if you have other questions, or if we can be of further assistance.

Best,

Todd Madeksza
Director of Legislative Affairs
County Supervisors Association of Arizona
1905 W Washington Street, Ste 100
Phoenix, AZ 85009
Office: (602) 452-4504 Fax: (602) 595-8574
Cell: (602) 320-3186
ToddM@countysupervisors.org
www.countysupervisors.org

2012 CSA's Adopted Legislative Issues & Proposals

2011 CSA Policy Priorities

Budget. Protect county fiscal sustainability by opposing state cost/programmatic shifts and diversion of revenues. Among the top priorities are:

- Repeal the Adult Prisoner Shift;
- Eliminate or freeze the mandated county contributions;
- Eliminate or freeze shifts from HURF to DPS and MVD;
- Where impacts exist, pursue relief and flexibility.

Local Authorities. Protect and advance county administrative and fiscal authorities necessary to appropriately manage operations to meet local needs. Oppose efforts to restrict or diminish board authority and local control.

CSA Adopted Legislative Proposals:

Courts

1. *Municipal Incarceration Costs*

Include incarceration costs for law enforcement agency arrests on municipal warrants in the costs borne by the municipality.

Submitting County: Mohave County

Law Enforcement/Public Safety

2. *Sex Offenders*

Work with other county stakeholders to identify potential monitoring fees for sex offenders who are required to register with a sheriff's office, while not de-incentivizing the offender's willingness to register.

Submitting County: Cochise County

3. *Public Defenders/ Park Rangers*

Add Public Defenders and Park Rangers to the inclusive group whose assault would be classified as a felony.

Submitting County: Mohave County

Flood Control Districts

4. *Floodplain Responsibility*

Clarify municipal responsibility for long-term impacts, such as maintenance costs, when the municipality acting as a floodplain administrator, makes these decisions and gives up floodplain administration duties.

Submitting County: Pinal County

5. *Indemnity for FCDs*

Provide indemnification to the county, flood control district and county employees when engaged in flood control activities through a county-controlled flood control district.

Submitting County: Coconino County

6. *Raise Construction Caps for FCDs*

Increase flood control district construction caps from \$5,000 to \$190,000 for construction projects that are eligible for construction by public employees in counties with a population of 175,000 or less.

Submitting County: Cochise County

2012 CSA's Adopted Legislative Issues & Proposals

Transportation & Road Building

7. *Road Enhancement Improvement Districts*

Establish a mechanism where a BOS may be replaced by an independently elected board of directors for a Road Enhancement Improvement Districts.

Submitting County: Yavapai County

8. *County Highway Designation*

Expand the process by which a county may take over a private road to include the recommendation of the county engineer.

Submitting County: Cochise County

Regulatory Affairs

9. *Buy Local*

Amend county competitive bidding statute to permit counties to offer some preference to local vendors.

Submitting County: Yuma County

10. *Fireworks*

Give counties the ability to prohibit the use and sale of fireworks in unincorporated areas of a county.

Submitting County: Coconino County

Appraisals and Valuations

11. *Appraisal Requirements for Small Parcels*

Require "Market Analysis" instead of the current "Appraisal" to determine fair sales and lease prices, without removing the competition requirements.

Submitting County: Pinal County

CSA Supports Other Associations' Efforts

12. *Grand Jury*

Support the Arizona Prosecuting Attorneys' Advisory Council efforts to increase the number of days counties are permitted to empanel grand juries to 180 days.

Submitting County: Navajo County

13. *Appointment Filings with the Records Office*

Support AACo's efforts to remove the requirement that the appointment of county deputies in various departments be filed with the county recorders.

Submitting County: Mohave County

14. *"Same Political Party"*

Support AACo's efforts to proactively clarify that the "same political party" means the party when the elected official took office, and not when they vacated office.

Submitting County: Mohave County

15. *Valuation Review Classes*

Support AACo's efforts to permit counties to replace the mandated state-wide property valuation review classes by the State Board of Equalization with county-specific review classes in each county.

Submitting County: Coconino County

Regular BOS Meeting**Meeting Date:** 11/01/2011**Submitted For:** Barbara Valencia**Submitted By:** Barbara Valencia, Community Services Division**Department:** Community Services Division **Division:** WIA Department**Presenter's Name:**

Information**Request/Subject**

Amendment No. 5 to Contract No. DE111006001 between Arizona Department of Economic Security and Gila County Board of Supervisors.

Background Information

Under Title 1 of the Workforce Investment Act (WIA) the workforce investment system provides the framework for the delivery of workforce investment activities to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers. Each State in accordance with WIA shall designate a local workforce investment area to oversee the One-Stop service delivery system.

On September 21, 2010, the Board of Supervisors approved the original Contract DE111006001.

On January 18, 2011, the Board of Supervisors approved Amendment No. 1 which adds Section 48.0 Background Checks for Employment through the Central Registry.

On February 1, 2011, the Board of Supervisors approved Amendment No. 2 which amended Section 6.2 Compensation which adds \$356,626 to the Dislocated Worker Program.

On February 1, 2011, the Board of Supervisors approved Amendment No. 3 which amended 6.1 Compensation which adds PY10 set-a-side dollars for contract performance in the amount of \$37,809.

On August 2, 2011, the Board of Supervisors approved Amendment No. 4 which amended Section 3.1, Section 6.2, Section 6.3, Section 7.0, Section 7.7, Section 8, Section 12.4 and Section 48.

Evaluation

The purpose of this amendment is to include additional paragraphs as required by the U.S. Department of Labor.

1.) Section 34.0. AUDIT is amended to add section 34.2

Section 34.2. The Contract shall retain data, books and other records ("records") relating to this Agreement in accordance with 29 CFR97.42.

2.) Section 35.0 APPLICABLE LAW is amended to add Section 35.2.

Section 35.2. The Contractor shall, in response to the U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 11-10, report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in FSRs database. Existing grants that are funded by the American Recovery Act are not subject to this requirement

Conclusion

The contract amendment reflects the additions of Section 34.2 and Section 35.2.

Recommendation

Recommendation to approve Amendment No. 5 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors to add subsections 34.2 and 35.2.

Suggested Motion

Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors to add subsection 34.2 to Section 34.0 - Audit, and add subsection 35.2 to Section 35.0 - Applicable Law.

Attachments

Original Contract DE111006001

Amendment No. 1

Amendment No. 2

Amendment No. 3

Amendment No. 4

Amendment No. 5

Guidance Letter 11-10

Approval as to form



DEPARTMENT OF ECONOMIC SECURITY

Your Partner for A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

BETWEEN

THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AND

GILA COUNTY BOARD OF SUPERVISORS

Contract is between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors (Contractor).

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

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952 and,

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

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

FOR AND ON BEHALF OF THE ARIZONA

FOR AND ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS

DEPARTMENT OF ECONOMIC SECURITY

Elizabeth G. Csaki

Procurement Officer Signature

CATHIE G. ROSEMAN

Elizabeth G. Csaki, CPPB

Printed Name

Professional Services Unit Manager

Title

Date

11-30-10

Michael A. Pastor

Signature

Michael A. Pastor

Printed Name

Chairman of the Board of Supervisors

Title

Date

9/21/10

ADES Contract DE111006001

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara W. Behrens*
Assistant Attorney General

By: *Myra Williams*
Public Agency Legal Counsel

Date: *11/23/10*

Date: *9-21-2010*

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self-sufficiency of children, adults, and families.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), hereinafter called "ADES", and the Gila County Board of Supervisors hereinafter called the "Contractor".

3.0 TERM OF AGREEMENT

3.1 Term

The term of this Agreement shall have an effective date of April 1, 2010 and shall end on June 30, 2013, unless otherwise agreed upon by both parties in writing.

3.2. Extension

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

3.3. Termination

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

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

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4.0 PURPOSE OF AGREEMENT

4.1 The purpose of this agreement is to provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan

5.0 DEFINITIONS

5.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 "DW" means Dislocated Worker

6.0 MANNER OF FINANCING

6.1 Compensation

6.2 The contract reimbursement maximum for all services provided during the term of the contract and /or for the term specified above shall be \$ 2,631,208.

The contract reimbursement maximum per program and funding period is as follows;

PY10 ADMIN	\$ (Youth \$ 59,564, Adult \$ 11,146, DW \$ 33,086)
FY11 ADMIN	\$ (Adult \$ 53,061, DW \$ 87,888)
PY10 YOUTH	\$ 536,075
PY10 ADULT	\$ 100,318
FY11 ADULT	\$ 477,551
PY10 Dislocated Worker	\$ 297,781
FY11 Dislocated Worker	\$ 790,999

PY10 Rapid Response **\$ 50,253**

FY11 Rapid Response **\$ 133,486**

6.3 Period of Availability for Expenditure of WIA Funds

The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b) (1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two-year period.

All final expenditure reports and cash draw requests for the Local Area Formula Funds must be submitted by August 15, 2012. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

Any Set-Aside funds allocated under this agreement shall be available from the date of the amendment allocating such funds through April 30, 2013. All funds must be fully expended by April 30, 2013. No extension shall be granted to this date. Any funds remaining unencumbered or unexpended on April 30, 2013 shall revert to the State. All final expenditure reports and cash draw requests for any Set-Aside funds received under this agreement must be submitted by May 29, 2013. No extension shall be granted to the requirement to submit the final expenditure and cash draw requests.

6.4 Notwithstanding the contract reimbursement maximum established in paragraph 6.2 above the level of Compensation under this Contract shall not, at any time, exceed the current obligation authority of the Contractor.

6.5 Upon receipt of obligation authority by ADES from the U.S. Department of Labor/Employment and Training Administration (DOL/ETA), ADES shall issue a notice of Obligation Authority to the Contractor.

6.6 Availability of Funds for the Current State Fiscal Year

6.6.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

- a) Reduce payments or units authorized;
- b) Accept a decrease in price offered by the contractor;
- c) Cancel the Contract;
- d) Cancel the contract and re-write the requirements.

6.6.2 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

6.7 Availability of Funds for the Next Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available

6.7.1 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

6.8 Rescission of Funds

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State may take action in the following sequence;

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
3. Decrease the required amount of funds from funds from a designated future period(s) of time.

7.0 SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

7.1 Core Services

7.2 The determination of WIA eligibility; outreach, intake and orientation to the One-Stop system. The initial assessment of skill levels aptitudes, abilities, and support service needs for individuals and job search and placement assistance. The utilization of the provision of employment and labor market information including job vacancy listings and the provision of performance information and program costs on eligible providers of training services. The information on local performance and information on availability of supportive services in the local area and referrals as appropriate. Information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial aid assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.

7.3 **Intensive Services** comprehensive and specialized assessments of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.

7.4 **Training Services** occupational skills training; on-the-job training; programs combining workplace training with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

7.5 **Rapid Response Activities** provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

7.6 **Youth Services** will be provided to WIA Title 1B eligible youth, ages 14-21 that are either in school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include: tutoring; study skills training and instruction leading to completion of secondary school; including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

7.7 **The expenditures for all programs will comply with** Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

8.0 RESPONSIBILITIES

8.1 **The ADES and the Contractor agree as follows:**

8.2 **The Contractor shall:** provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

8.2.1 The Contractor shall meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan will result in the Department issuing a Demand for Assurance which will require a written corrective action plan from the Contractor

8.2.2 Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor

submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

8.2.3 If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies outlined in Section 19.0 up to and including sanctions.

8.2.4 If the Contractor fails the same performance measure in two consecutive years, the Department may impose sanctions up to and including withholding of WIA Title I B funding as outlined in Section 19.0.

8.3 Confidentiality

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

8.4 Monitoring

The Department will monitor the Contractor and /or subcontractor(s) and they shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub recipients in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

9.0 REPORTING REQUIREMENTS

9.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: No later than the 30th day following each month during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.

9.2 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."

9.3 No later than the 30th calendar day following the termination date of the Contract, Contractor shall submit to ADES a financial closeout packet. No later than the 30th calendar day after receipt of the Quality Assurance Report, the Contractor shall submit a response, which fully addresses each finding and recommendation. Concurrence or reason for nonoccurrence must be fully stated in the response.

9.4 The Contractor shall provide to ADES the following reports:

a. **ATTACHMENT C: MONTHLY- ACCRUED EXPENDITURE REPORT & CASH REIMBURSEMENT REPORT** (Official Excel document is available from contact information located in Section 9.5)

9.5 Reports shall be sent to:
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

10.0 PAYMENT REQUIREMENTS

10.1 Contractor Request for Funds & Disbursement Reports (request for reimbursement) shall be submitted by the 15th day of the month following the month services were provided.

10.2 Contractor Request for Funds & Disbursement Reports shall be submitted to:

AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.0 NOTICES

11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

The Gila County Board of Supervisors
ATTN: Barbara Valencia, Program Manager
Community Services Division
5515 South Apache Avenue

Suite 200,
Globe, AZ 85501

11.2 All notices to ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.3 All notices shall reference the contract number. The Contractor shall give written notice to ADES of any changes to the following, and a written Amendment to the contract shall not be necessary:

- a. Change of telephone number.
- b. Change in authorized signatory or his/her designee.
- c. Change in the name and /or address of the person to whom notices are to be sent.

12.0 DISPOSITION OF PROPERTY

12.1 Transfer/Surplus of Equipment with a Property Value under \$5,000

For expendable tangible property with a purchase value of less than \$5,000, Contractor and/or service providers may retain, sell or dispose of the property. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIA Section record retention requirements and WIA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIA programs or divided in accordance with terms of local agency cost sharing agreement.

12.2 Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

12.3 Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

12.4 Inventory Records

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$500 to \$4,999.99), and non-expendable leased/ purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

12.5 Prior Approval Equipment with a Property Value over \$5,000

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIA Pre-Approval of Equipment & Vehicles Over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

- a.) The signed form must be forwarded to the EA/WIA Section Fiscal Manager for review, approval or disapproval action.
- b.) When an approval decision is rendered, the EA/WIA Section Fiscal Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c.) When a decline decision is rendered, the EA/WIA Section, Fiscal Manager will specify the reason for disapproval and return the signed questionnaire to the LWIA Director. The LWIA may appeal this decision to the EA/WIA Section Manager.

13.0 PERSONAL USE OF CONTRACTS PROHIBITED

This Contract shall only be made available to ADES, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the state.

14.0 THIRD-PARTY ANTITRUST VIOLATIONS

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

15.0 FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

- 15.1. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 15.2. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults. Shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 15.3. The contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 15.4. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately. If a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State; or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 15.5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 15.6. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 15.7. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

16.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest

to the Intellectual Property throughout the world. Contractor shall y ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

17.0 SUSPENSION OR DEBARMENT

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

18.0 CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief, that:

- 18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 18.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 18.3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 18.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

19.0 SANCTIONS AND CORRECTIVE ACTIONS

- 19.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement which the Department requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the

response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 19.2

19.2 Pursuant to 20 CFR Part 667, Subpart G, §667.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIA grant funds as follows:

1. Except for actions under WIA section 188(a) or 29 CFR part 37, the Department uses the initial and final determination procedures outlined in §667.510 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIA section 188(a) or 29 CFR part 37, ADES will use the procedures set forth in that regulatory part.
2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §667.710(c). Sanctions or corrective action will be applied for substantial violations of WIA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

19.3 Pursuant to 20 CFR Part 667, Subpart G, the Department may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

20.0 CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

21.0 ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

22.0 COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

23.0 DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

24.0 DEBT COLLECTION & AUDIT RESOLUTION

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

24.1 Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s):

- (b) The political jurisdiction(s) of the chief elected official in a local workforce investment area is liable for any misuse of the WIA grant funds allocated to the local area under WIA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

25.0 RIGHT TO ASSURANCE

If the Department in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

26.0 FIXED PRICE WITH PRICE ADJUSTMENT

The Department shall make payment in accordance with the following:

- Operating budget(s) shall be developed and maintained current, on at least a monthly basis, by the Contractor
- To receive funds, the Contractor shall adhere to the following procedures:
 - a) Request for funds shall be made by fax to:
ADES WIA ADMINISTRATION (602) 542-2452 FAX
 - b) The fax "request shall be confirmed by simultaneous submittal of original and correctly completed" Contractor Request for Funds Disbursement Report.
 - c) Funds shall be requested on a scheduled basis to meet payroll and other expenses and maintain a minimum amount of cash on hand. At no time shall cash on hand exceed immediate cash needs for a seventy-two (72) hour period.

27.0 REVIEW

This Agreement shall be reviewed at any time at the written request of either party.

28.0 NON-AVAILABILITY OF FUNDS

28.1 Every payment obligation of the ADES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

29.0 ARBITRATION

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

30.0 NON-DISCRIMINATION

30.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

31.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

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

32.0 CONFLICT OF INTEREST

32.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

33.0 AMENDMENTS OR MODIFICATIONS

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

33.2 Exceptions

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

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

34.0 AUDIT

34.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

35.0 APPLICABLE LAW

35.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

36.0 THIRD-PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

37.0 IT 508 COMPLIANCE

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

38.0 INDEMNIFICATION AND INSURANCE

38.1 Indemnification

38.2 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

39.0 INDEMNIFICATION FOR SUBCONTRACTOR

39.1 In addition, the Gila County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Gila County Board of Supervisors or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

40.0 INSURANCE REQUIREMENTS

40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

40.1.1 None.

41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

41.1 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever Additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., Site Code 805Z Phoenix, AZ 85007 **UNLESS THE SCOPE OF WORK REPORTING REQUIREMENTS SPECIFIES OTHERWISE.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of Insurance to the State of Arizona's Risk Management Section.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

42.0 E-VERIFY

42.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

43.0 RIGHT OF OFFSET

43.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Contract, or any part thereof.

44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

45.0 SCRUTINIZED BUSINESS

45.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

46.0 DATA SHARING AGREEMENT

46.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE

47.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

48.0 ATTACHMENTS

48.1 The following list of attachments constitutes an integral part of subject agreement.

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

48.1.3 Attachment C – Instructions for Adult Monthly Expenditure and Cash Draw Reports

48.1.4 Attachment D – Local Youth Report

48.1.5 Attachment E – Instructions for Youth Monthly Expenditure and Cash Draw Reports

48.1.6 Attachment F – Local DW Report

48.1.7 Attachment G – Instructions for DW Monthly Expenditure and Cash Draw Reports

Attachment A - Sanction Schedule for Failed Performance

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

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside					
<input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds					
4. Contract Number	5. Final Report				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
8. Transactions					Cumulative
A. Cash - Administration :					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
Expenditures and Unobligated Balance - Administration:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
B. Cash - Adult Program:					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
Expenditures and Unobligated Balance - Adult Program:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
C. Program Income:					
a. Total Federal program income earned					
b. Program income expended in accordance with the addition method					
c. Unexpended program income (line a minus line b)					0
9. Additional Expenditure Data Required					
a. Other Federal funds expended					
b. Real property proceeds expended					
c. Expenditure of Adult Funds transferred to Dislocated Worker Program					
10. Remarks:					
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.					
12. Contractor Authorized Signature(s) and Date					

Arizona Department of Economic Security

Adult Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

Attachment C

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

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		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Adult Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Adult Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Adult Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Adult Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the DISLOCATED WORKER PROGRAM. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Adult Funds transferred to the Dislocated Worker Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally

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		<p>binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER UNLIQUIDATED OBLIGATIONS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.</p>
8B(g)	Expenditures and Unobligated Balances – Adult Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Adult Program – Unobligated Balance of Federal Funds	Formula Cell that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating

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		the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included. Note: Non-Federal funds expended for the purposes or

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		activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of Adult Funds Transferred to Dislocated Worker Program	Report any Adult Program Funds expended on the Dislocated Worker Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the

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		information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds					
4. Contract Number	5. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
8. Transactions					Cumulative
A. Cash - Administration :					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
Expenditures and Unobligated Balance - Administration:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
B. Cash - Youth Program:					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
Expenditures and Unobligated Balance - Youth Program:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
C. Program Income:					
a. Total Federal program income earned					
b. Program income expended in accordance with the addition method					
c. Unexpended program income (line a minus line b)					0
9. Additional Expenditure Data Required					
a. Other Federal funds expended					
b. Real property proceeds expended					
c. Out of school youth expenditures					
d. In school youth expenditures (this line should be)					0
e. Summer employment opportunities expenditures					
f. Total out of school and in school expenditures (Total MUST match line 8B(e))					0
10. Remarks:					
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.					
12. Contractor Authorized Signature(s) and Date					

Arizona Department of Economic Security

Youth Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

Attachment E

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

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		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Youth Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Youth Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Youth Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Youth Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration).
8B(e)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration).
8B(f)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e).
8B(g)	Expenditures and Unobligated Balances – Youth Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for

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		this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Youth Program – Unobligated Balance of Federal Funds	Formula Cell that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED .
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED . If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program

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		income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	<p>Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the

Attachment E

		formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED .
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) MUST BE ENTERED .
9(c)	Additional Expenditure Data Required – Out of School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on out of school youth.
9(d)	Additional Expenditure Data Required – In School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on in school youth.
9(e)	Additional Expenditure Data Required – Summer Employment Opportunities Expenditures	Enter the amount of expenditures that were for summer employment opportunities. This is a stand alone line item, and is a subpart of Line 8B(e) and amounts entered on 9(c) and 9(d).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds						
4. Contract Number		5. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
6. Reporting Period From: (Month, Day, Year)			To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
8. Transactions					Cumulative	
A. Cash - Administration :						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Administration:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
B. Cash - Dislocated Worker Program:						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Dislocated Worker Program:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
B2. Cash - Rapid Response Program:						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Rapid Response Program:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
C. Program Income:						
a. Total Federal program income earned						
b. Program income expended in accordance with the addition method						
c. Unexpended program income (line a minus line b)					0	
D. Recipient Share:						
a. Total recipient share required						
b. Recipient share of expenditures						
c. Recipient share of unliquidated obligations						
d. Total recipient obligations (sum of lines b and c)					0	
e. Remaining recipient share to be provided (line a minus line d)					0	
9. Additional Expenditure Data Required						
a. Other Federal funds expended						
b. Real property proceeds expended						
c. Expenditure of DW Funds transferred to Adult Program						
10. Remarks:						
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.						
12. Contractor Authorized Signature(s) and Date						

Arizona Department of Economic Security

Dislocated Worker Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

ATTACHMENT G

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

ATTACHMENT G

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

ATTACHMENT G

		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Dislocated Worker Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Dislocated Worker Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Dislocated Worker Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the Adult Program. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Unliquidated	Enter the amount of Unliquidated Obligations (legally

ATTACHMENT G

	Obligations	binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT UNLIQUIDATED OBLIGATIONS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Dislocated Worker Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(a)	Cash – Rapid Response Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(b)	Cash – Rapid Response Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(c)	Cash – Rapid Response Program – Cash On Hand	This is a formula cell and MUST

ATTACHMENT G

		NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B2(d)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(e)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(f)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B2(f) that was included in line 8B2(e).
8B2(g)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Obligations	Formula Cell that adds line 8B2(e) and 8B2(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(h)	Expenditures and Unobligated Balances – Rapid Response Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B2(g) from Line 8B2(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result

ATTACHMENT G

		of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8C(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8C(b) from Line 8C(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could

ATTACHMENT G

		<p>otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Do not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED .

ATTACHMENT G

9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of DW Funds Transferred to Adult Program	Report any Dislocated Worker Program Funds expended on the Adult Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8D(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Gila County Board of Supervisors 5515 S Apache Globe, AZ 85501	2. CONTRACT ID NUMBER DE111006001
	3. AMENDMENT NUMBER 01

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

ADD:

48.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply;

- 48.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 48.2 Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 48.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 48.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 48.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

REVISE

The Numbering of the Attachments Section to:

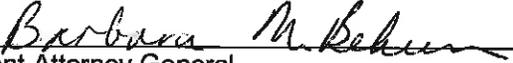
- 49.0 ATTACHMENTS
- 49.1 The following list of attachments constitutes an integral part of subject agreement.
 - 49.1.1 Attachment A - Sanction Schedule
 - 49.1.2 Attachment B - Local Adult Report
 - 49.1.3 Attachment C - Instructions for Adult Monthly Expenditure and Cash Draw Report
 - 49.1.4 Attachment D - Local youth Report
 - 49.1.5 Attachment E - Instructions for Youth Monthly Expenditure and Cash Draw Report
 - 49.1.6 Attachment F - Local DW Report
 - 49.1.7 Attachment G -Instructions for DW Monthly Expenditure and Cash Draw Report

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME EARTH B. RODRIGUEZ	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 2-10-11	DATE 1-18-11

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 2/4/11

By: 
Public Agency Legal Counsel

Bryan Chambers, Chief Deputy County Attorney

Date: 1-18-2011



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
Gila County Board of Supervisors
5515 S Apache Blvd
Globe, AZ 85501
2. CONTRACT ID NUMBER
DE111006001
3. AMENDMENT NUMBER
02

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

Table with 3 columns: Description, FROM, TO. Rows include PY10 DW Admin, FY11 DW Admin, PY10 Dislocated Worker, FY11 Dislocated Worker, PY10 Rapid Response, FY11 Rapid Response.

The Contract total of \$2,631,208.00 is increased by \$356,626.00 to a new total of \$2,987,834.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
7. NAME OF CONTRACTOR
Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME
TITLE
DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: [Signature]
Assistant Attorney General

Date: 2/25/11

By: [Signature]
Public Agency Legal Counsel

Date: 2/11/2011



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
 CONTRACT AMENDMENT**

1. CONTRACTOR <i>(Name and address)</i> Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	2. CONTRACT ID NUMBER DE111006001 <hr/> 3. AMENDMENT NUMBER 03
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

	FROM	TO
PY10 Set a Side	\$ 0	\$ 37,809 (CFDA# 17.259, Youth)

The above funds are Incentive Dollars awarded for PY09/FY10 contract performance. The funds have an effective date from July 1, 2010 through June 30, 2013.

These funds shall be reported separately from any other set-a-side dollars received.

The Contract total of \$2,987,834.00 is increased by \$37,809.00 to a new total of \$3,025,643.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Cathie G. Rodman	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman of the Board of Supervisors
DATE	DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
 Assistant Attorney General

By: _____
 Public Agency Legal Counsel

Date: _____

Date: _____



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

<p>1. CONTRACTOR <i>(Name and address)</i> Gila County Board of Supervisors 5515 S. Apache Blvd Globe AZ 885501</p>	<p>2. CONTRACT ID NUMBER DE111006-001</p> <p>3. AMENDMENT NUMBER 4</p>
<p>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</p> <p>Section 3.1 is amended to read: The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing.</p> <p>Section 6.2 is amended to read: See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract.</p> <p>Section 6.3 is amended to read: The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b)(1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub-recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period.</p> <p>See Attachment H - Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this contract.</p> <p>Section 7.0 is amended to read: Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations.</p> <p>Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:</p> <p>Section 7.7 is amended to read: The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.</p> <p>Section 8 is amended to add Section 8.2.5 as follows: 8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur.</p> <p>Section 12.4 is amended to read: The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds. Property records must include:</p> <ol style="list-style-type: none"> a. Asset Number b. Item Description c. Manufacturer d. Serial Number e. Acquisition Date f. Physical Location 	

- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$2,000.00 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:
 48.1.8 Attachment H - Allocation by Program and Fiscal Year.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

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

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

8. NAME OF CONTRACTOR
Gila County Board of Supervisors

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME
Elizabeth G. Csaki, CPPB

TYPED NAME
Michael A. Pastor

TITLE
Procurement Manager, Contract Administration

TITLE
Chairman of the Board of Supervisors

DATE

DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE

BY:

BY:

ASSISTANT ATTORNEY GENERAL

PUBLIC AGENCY LEGAL COUNSEL

DATE:

DATE:

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 979,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 975,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County 5515 S Apache Blvd Globe AZ 85501	2. CONTRACT ID NUMBER DE1110006-001
	3. AMENDMENT NUMBER 5

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
The purpose of this amendment is to include additional paragraphs as required by the U.S. Department of Labor. Therefore:
1.) Section 34.0. AUDIT is amended to add Section 34.2
Section 34.2. The Contractor shall retain data, books and other records ("records") relating to this Agreement in accordance with 29 CFR 97.42.
2.) Section 35.0 APPLICABLE LAW is amended to add Section 35.2
Section 35.2. The Contractor shall, in response to the U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 11-10, report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRs database. Existing grants that are funded by the American Recovery and Reinvestment Act are not subject to this requirement.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

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

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth Csaki	TYPED NAME Tommie C. Martin
TITLE Procurement Manager	TITLE Chairman of the Board of Supervisors
DATE	DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION Reporting/Subaward/Executive Compensation
	CORRESPONDENCE SYMBOL OFAM/OGCM
	DATE November 15, 2010

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10

TO: STATE WORKFORCE AGENCIES
STATE WORKFORCE LIAISONS
ALL STATE AND LOCAL WORKFORCE BOARDS
ALL DIRECT ETA GRANT RECIPIENTS

FROM: JANE OATES *Jane Oates*
Assistant Secretary

SUBJECT: Sub-award and Executive Compensation Data Reporting Requirements
Under the Federal Funding Accountability and Transparency Act (FFATA)

1. Purpose. To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

2. References.

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency:
http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting
http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reporting_08272010.pdf
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

3. Background. The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant

RESCISSIONS None	EXPIRATION DATE Continuing
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awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans, cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on www.USASpending.gov.

4. Requirements.

A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.

B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
 - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
 - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.

C. Systems Registrations Required by the FFATA

All grantees subject to the reporting requirements must register with the following systems:

- FSRs
- Dun and Bradstreet, Data Universal Numbering System (DUNS)
- Central Contractor Registration System (CCR)

Instructions on registration with DUNS and CCR were provided in TEGL 29-08.

Instructions for registering with FSRs are available on <https://www.fsr.gov/>.

D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
 - Transfers of title between Federal agencies of Federally owned property;
 - Federal inter-agency transfers of award funds;
 - Cooperative Research and Development Agreements (CRDA)
 - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
 - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
 - Federal awards, if the required reporting would disclose classified information.

E. Webinar – Sub-award and Executive Compensation Reporting

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRs reporting system.

Registration details are available at <https://www.workforce3one.org>.

F. Questions

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: FFATA.reporting@dol.gov. ETA grantees with questions about FFATA reporting should submit inquiries to FFATA.reporting@dol.gov. Replies will come from the same mailbox address as soon as answers are available.

5. Action Requested. All affected grantees must report in accordance with OMB established guidelines and timeframes.

6. Inquiries. Questions concerning this advisory should be directed to your appropriate Regional Office.

ARF-907

Consent Agenda Item 5- B

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Barbara Valencia

Submitted By: Barbara Valencia, Community Services Division

Department: Community Services Division **Division:** WIA Department

Presenter's Name:

Information

Request/Subject

Re-appointment of a member to the Gila/Pinal Workforce Investment Board.

Background Information

Under the Workforce Investment Act (WIA) of 1998 (Section 117), it is a requirement that Local Workforce Investment Boards (LWIBs) recommend and approve membership under the category set forth in the WIA and then forward appointments/reappointments to the chief elected officials for final approval.

Evaluation

At its meeting on September 30, 2011, the Gila/Pinal Workforce Investment Board approved the reappointment of Cindy Fletcher for an additional 4-year term of office.

Conclusion

The next step in the process is for the reappointment of Cindy Fletcher, who represents the private sector, to be presented to the Gila County Board of Supervisors for approval for an additional four-year term retroactive from July 27, 2011 - July 26, 2015.

Recommendation

Recommendation to accept the reappointment of Cindy Fletcher, representing the private sector, to the Gila/Pinal Workforce Investment Board for an additional four-year term retroactive from July 27, 2011, to July 26, 2015.

Suggested Motion

Approval to accept the reappointment of Cindy Fletcher, representing the private sector, to the Gila/Pinal Workforce Investment Board for an additional four-year term retroactive from July 27, 2011, to July 26, 2015.

Attachments

WIB Membership List

GILA/PINAL WORKFORCE INVESTMENT BOARD
(Proposed to BOS on 11-1-11 and if approved the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year for both beginning & end dates)
ED CARPENTER	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15
CLIFF POTTS	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15
JERI BYRNE	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15
CHARLIE ESTRADA	C	C (06/28/11)	10 years (initial WIB appt. 4/1/01)	04/01/11-03/31/15
MARIAN SHEPPARD	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15
DIANA RUSSELL	C	C (06/28/11)	8 years (initial BOS appt. 7/26/02)	01/01/11-12/31/14
BERNADETTE KNIFFIN	C	C (09/06/11)	4 years (initial BOS appt. 5/8/07)	05/08/11-05/07/15
BRAD MCCORMICK	C	A (06/09/09)	-	10/01/08-09/30/12
CINDY FLETCHER	C	C (11/01/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15
BILLIE LAVIN	C	A (06/09/09)	-	10/01/08-09/30/12
BRIAN TAPP	C	A (04/19/11)	-	12/28/10-12/27/14
JOAN MOORE	C	C (04/19/11)	9 years (served from 2000-2009)	12/28/10-12/27/14
Other WIB members that represent Pinal County are appointed by WIB and then Pinal County BOS.		Per Gila/Pinal Bylaws-when a member resigns there isn't a person appointed to person is appointed for a new 4-year term.		

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. (Joint appointments by Gila County BOS and Pinal County BOS.)
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

ARF-891

Consent Agenda Item 5- C

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Linda Eastlick **Submitted By:** David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Intergovernmental Agreement (IGA) for Election Services between Gila County Elections Department and the Town of Payson to provide voting equipment on March 13, 2012, and May 15, 2012 (if needed)

Background Information

The Gila County Elections Department performs election services for other governmental entities including cities, towns, school districts, fire districts, water districts and sanitary districts. Historically, the Elections Department has created agreements with participating entities for each election wherein they request County assistance with the election.

The most recent changes to the County policy with regard to Conduct of District Elections, including the fee schedule, were adopted by the Board of Supervisors (BOS) on October 18, 2005.

The IGAs themselves are reviewed and updated by the Chief Deputy County Attorney each time an election is conducted for the district and an IGA is created and submitted for BOS approval.

The agreement has been signed by the Town of Payson.

Evaluation

Prior to each election, the Gila County Elections Director presents the BOS with IGAs for any entity that has requested the Gila County Elections Department's assistance with their election.

Conclusion

The Town of Payson has requested that the Gila County Elections Department allow usage of voting equipment for their mayor and council election to be held on March 13, 2012, and their run-off election on May 15, 2012, (if needed).

Recommendation

The Elections Director recommends the Board's approval of the IGA.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County Department of Elections and the Town of Payson to provide voting equipment for their mayor and council election on March 13, 2012, and run-off election on May 15, 2012, (if needed).

Attachments

Town of Payson IGA
approval as to form

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN
GILA COUNTY DEPARTMENT OF ELECTIONS
AND THE TOWN OF PAYSON**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Town of Payson (hereinafter Town), enter into this agreement for election operational services.

Date of Election: March 13, 2012 and May 15, 2012 (if needed)

Type of Election Vote by Mail Mayor and Council Election
Not held in consolidation with a County election

Town Contact Silvia Smith, Town Clerk
Mailing Address 303 N Beeline Hwy, Payson, AZ 85541
Telephone Number (928) 474-5242 Ext. 240
Fax Number (928) 474-4610
Email Address ssmith@paysonaz.gov

County Contact: Linda Eastlick, Gila County Department of Elections
Mailing Address: 5515 S Apache Ave., Ste. 900, Globe, AZ 85501
Telephone: (928) 402-8708
Fax: (928) 402-4319
Email: leastlick@co.gila.az.us

This agreement confirms that the Town has requested to utilize two of the County's Accu-Vote Ballot Scanners and two of the County's Memory Cards during the above referenced election. The Governing Board of the Town has called this election. The County agrees to provide such Scanners and Cards to the Town; and the Town agrees to pay the County \$25.00 per Scanner and \$25.00 per Card for the use of such Scanners and Cards for a total amount of \$100.00.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

Agreement for Election Services
Town of Payson

Date of Election: March 13, 2012 and May 15, 2012 (if needed)
Election Style: Vote-By-Mail

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the Town agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.

Chairman, Gila County Board of Supervisors

Date

Approved as to form:

Gila County Attorney

Date



Kenny J. Evans, Mayor
Town of Payson

10/21/11

Date

Approved as to form:



Tim Wright, Town Attorney
Town of Payson

10/18/11

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	TOWN
IGA Preparation	X	
Department of Justice Submission		
Signature Requirements		
Candidate Packets		
Candidate Filing		
Campaign Finance Filing		
Legal Publications		
Call of Election/Notice of Election		
Logic and Accuracy Testing		
Publicity		
Informational Pamphlet Text, Translation, & Printing		
Mailing Inserts		
Other – Specify		
Voter Outreach Services		
Translation Services (Touchscreen, Publicity)		
Sample Ballots		
Worker Recruitment and Training		
Ballot Replacement Site Acquisition & Staffing		
Supply / Equipment Usage		X
Supply / Equipment Acquisition and Testing		
Supply / Equipment Delivery and Pickup	X	
Election Day Support		
Ballot Layout and Programming		
Ballot Printing		
Mail Ballot Processing		
Ballot Tabulation		
Consulting Fees		
Vendor Charges		
Election Worker Wages		
Polling Place User Fee		



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement titled
IGA For Election Services (Town of Payson)

and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D). The attached document "Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review" explains what that review covers and does not cover in further detail.

10-26-2011

Date

Bryan B. Chambers

Chief Deputy County Attorney

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action . . . applicable to the governing bodies of the participating agencies approving or extending the duration of the . . . contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

ARF-923

Consent Agenda Item 5- D

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Linda Eastlick **Submitted By:** David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Whispering Pines Fire District Governing Board resignation and appointment

Background Information

ARS 48-803(B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Whispering Pines Fire District Governing Board meeting of September 29, 2011, the Governing Board accepted the resignation of Harry Jones, and agreed that Chris Oberg be appointed to complete Mr. Jones's term of office which expires November 30, 2014.

Conclusion

Mr. Oberg has agreed to serve out the term of Mr. Jones.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Harry Jones and the appointment of Chris Oberg as the new Governing Board member for the Whispering Pines Fire District.

Suggested Motion

Acknowledgment of the resignation of Mr. Harry Jones from the Whispering Pines Fire District Governing Board and the appointment of Mr. Chris Oberg to complete the term of Mr. Jones, which expires November 30, 2014.

Attachments

ARS 48-803

Whispering Pines FD resignation-mtg minutes-oath

48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

Harry D. Jones

***252 S. Sierra Vista Lane
Payson, AZ 85541
Home (928) 474-2876
Cell (928) 595-1111
Fax (928) 474-2876***

August 17, 2011

The Board of Directors
Whispering Pines Fire District
10603 N. Houston Mesa Road
Payson, AZ 85541

Gentlemen:

This is to notify you and the Board of Supervisors that I am resigning as a member of the Board of Directors of the Whispering Pines Fire District effective at the end of the District Board Meeting held at 5:00 p.m. on August 17, 2011.

Harry D. Jones, Chairman

A handwritten signature in blue ink that reads "Harry D. Jones". The signature is written in a cursive style with a large, stylized "H" and "J".

Harry D. Jones

*252 S. Sierra Vista Lane
Payson, AZ 85541
Home (928) 474-2876
Cell (928) 595-1111
Fax (928) 474-2876*

August 17, 2011

The Board of Directors
Whispering Pines Fire District
10603 N. Houston Mesa Road
Payson, AZ 85541

Gentlemen:

This is to notify you that the property at Lot 83 at 153 Belluzzi created by a minor land division is no longer a point of discussion for a possible open market sale to the Whispering Pines Fire Department. Also, any past conversations or documents related to a possible transaction for use of that property are as of 9:00 p.m. tonight null and void.

Harry D. Jones, Property Owner



Nancy L. Jones, Property Owner



**Whispering Pines Fire District
Minutes of the Special Board Meeting held September 29th, 2011**

A Special Called public meeting of the Whispering Pines Fire District was convened on September 29th, 2011 at the Whispering Pines Fire Station 71, 10603 Houston Mesa Road, Whispering Pines.

- I. Call to Order: Bob Hull called the meeting to order at 6:00 PM
- II. Pledge of Allegiance: - Bob led the Pledge of Allegiance
- III. Roll Call/Declare a Quorum: present were – Joseph Brown, member, Fred Washburn, Treasurer, and Bob Hull, moderator/clerk in the absence of a chairperson. Absent was Al Kendall. A quorum was declared.
- IV. Introduction of appointee applicant(s) – Bob introduced Cheryl Essary and asked if she wished to address the members. She provided a letter describing her personal information and qualifications, and spoke briefly of her desire to serve on the Board.
- V. Vote to go to executive session pursuant to A. R. S. § 38.431.03(A)(1) for discussion re: -
 - A. **Appointment of a replacement to the Board to fill the position vacated by Harry Jones** – Bob called for a motion to adjourn to executive session. Joseph moved to go into executive session. Fred stated “no”. Bob asked Fred and Joseph if they felt the discussion could remain in regular session. They stated yes. Motion failed for lack of a second.
- VI. Vote to return to regular session – N/A
- VII. Items for discussion and possible action:
 - A. **Appointment of a replacement to the Board to fill the position vacated by Harry Jones** – The applicants are Bob Johnson from Bonita Creek, Chris Oberg from Rim Trail, and Cheryl Essary from Whispering Pines. Fred stated he had sponsored Bob Johnson, having known him for many years, and felt he was well qualified. Bob stated he hoped the Board would take into consideration the need for a balance of representation amongst the communities. Ballots were cast, and by a majority vote of two to one, appointed Chris Oberg to the vacant seat. Bob thanked the other applicants for their participation, stating he would arrange for Mr. Oberg to take the oath of office, and provide him with the by-laws and open meeting law booklet.
 - B. **Discontinuance of the legal services of Mr. Whittington and the firm of Boyle, Pecharich, Cline, Whittington and Stallings, PLLC** – At the September 19, 2011 business meeting, Harry Jones requested this item be placed on the agenda for this meeting. He also provided the members with a letter which cited the following reasons for the Board to consider:
 - Mr. Whittington was not willing to step forward and issue an opinion to the Board relevant to a conflict of interest issue, as requested in writing by a Board motion. Then when he asked for the authority to go to the County Attorney with the same request , again Whittington failed to follow the directions given to him by the Board in terms of seeking an opinion (as to the correct process) from the County Attorney.
 - Mr. Whittington opined to the Board and indicated to the County Attorney that a conflict of interest must be declared in writing, not just verbally and in the official minutes of the Board. This legal reading of the statute was simply incorrect.
 - Mr. Whittington failed to advocate for the Board in how to solve its problem of no fire station sites being available in Rim Trail.

DRAFT

- In the process of giving advice to the Board, Mr. Whittington has twice failed to properly interpret A.R.S. 38-431.03(A)(1) indicating it does not apply to Board members. Therefore, on both occasions he has improperly opined to the Board and Mr. Jones, resulting in the Board being denied the right to hear Jones' and the Board's possible concern about potential sanctions and/or resignation of Mr. Jones. These improper opinions have caused Mr. Jones to resign without the Board hearing his side of the story (NOT to advocate the sale of his property, as improperly presumed by Mr. Whittington).
- Mr. Whittington disclosed communications between the Joneses and him to the rest of the Board, making it look to the County Attorney like Jones, not Whittington, had started an e-mail series that is being viewed by the County Attorney as an Open Meeting Law violation.
- Mr. Whittington has not timely, or not supplied at all, significant information related to what he or his associates communicated verbally or in writing to the County Attorney or the Arizona Attorney General.
- Mr. Whittington has not provided the Board any meaningful responses to the positions taken by the Jones' attorney where that attorney has disputed (a) the correctness of Whittington's legal advice given to the Board, (b) the accuracy of Whittington's facts given to the County Attorney, and (c) the fact that Mr. Whittington, in communicating confidential information of Mr. Jones to the County Attorney that has prosecutorial authority, has violated the attorney/client privileges of Mr. Jones, a Board member that under appropriate statutes, asked Whittington for legal advice in order to avoid a potential conflict of interest.

Fred stated that he felt that this issue was not about anything Mr. Whittington had done, but was instead centered around warnings from him concerning possible conflict of interest, which Fred believed Harry was trying to circumvent by raising discussions of the sale of his property, and that Harry should have not used Mr. Whittington for legal advice, but should have gotten his own lawyer. Bob pointed out that Harry had statutory right to utilize Board counsel when it concerned possible conflict of interest. Joseph stated that as an unpaid, voluntary member of the Board, we should be provided access to legal counsel on this type of problem.

Bob stated he had requested from Mr. Whittington copies of all documents and e-mails relating to communications between Mr. Whittington and his staff, and Mr. Jones, Mr. Jones' counsel, the County Attorney and his staff, and the Arizona Attorney General (if any), related to the Rim Trail property, and the issues which subsequently arose. Bob stated that what he received, and provided to the other board members, was missing documents/notes related to verbal conversations that may have transpired, if any. He further stated that what the documents showed was that Mr. Whittington initiated the Open Meeting Law violation in his response to Mr. Jones on February 15, 2011, which was also sent to the rest of the Board, and that other documents, including the County Attorney's opinion showed that Mr. Whittington had provided client confidential information to the County Attorney which appears to have prejudiced that opinion.

Bob pointed out that in a letter sent to the Board dated August 19, 2011 by Mr. Whittington, he stated he had informed Mr. Jones' lawyer that he did not concur with their interpretation of A.R.S 38-431.03(A)(1), allowing for Board members

DRAFT

(Public Officers, as clearly defined in A.R.S. 38-101(3)) to participate in discussions relative to discipline or resignation, in an executive session called pursuant to that statute. He provided a copy of the statute that clearly includes Public Officers in the wording. Bob stated that this mis-interpretation of those statutes by Mr. Whittington led the Board to believe they would be in violation of Open Meeting Law if they held the (A)(1) session, and as a result, denied Mr. Jones the right to a hearing on discipline/resignation concerns. Joseph asked if Bob would read the entire question Mr. Whittington was given to present to the County Attorney, because he felt that Mr. Whittington had not done what the Board had explicitly asked. Bob read the motion. Bob stated that as to the matter of the County Attorney sending out a letter to numerous fire districts, Mr. Whittington was not to blame. The County Attorney took it upon himself to do this prior to any response to us. Bob Seiler ask to address the Board as a member of the Rim Trail community, and not as a staff member. He stated that he has been involved with the five to six year futile process of trying to provide Rim Trail with adequate fire, rescue and medical response capabilities, and is extremely dissatisfied with Mr. Whittington's actions. Bob made a motion to discontinue the legal services of Mr. Whittington and the firm of Boyle, Pecharich, Cline, Whittington and Stallings, PLLC. Joseph seconded the motion. Motion passed by a majority vote, with ayes from Bob Hull and Joseph Brown. Fred Washburn abstained.

- C. **Request that the Gila County Attorney retract the opinion issued 5-23-11, and immediately communicate to all local fire departments and other parties, including the Gila County Recorder, that the 5-23-11 opinion sent to the may be withdrawn** – Bob stated that this was the second agenda item requested by Harry Jones at the September 19th meeting. Bob stated he felt this item should be discussed is due to the nature of the information used by the County Attorney to draft his conclusions as stated in the final opinion, and the unexplained dissemination of that information in letters distributed to an unknown number of fire districts/departments prior to providing us with a final draft opinion. Fred asked if we planned to use legal counsel to present this request to the County Attorney. Bob stated that the Board itself could draft a resolution outlining the purpose of the request, and include the pertinent documents with it. Fred opined that it would probably be futile to try to sway the County Attorney on our own. Bob made a motion to table this item and place it on the agenda for the next regular meeting to allow more of the Board members to discuss and possibly decide the issue. Fred seconded the motion. Motion carried unanimously.

VI. Call for Adjournment – Bob moved to adjourn. Fred seconded. Meeting adjourned at 7:10 PM.

Dated this _____ day of _____, 20_____.

Whispering Pines Fire District

By _____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)

: SS.

COUNTY OF GILA)

I, hereby do solemnly swear that I, CHRISTOPHER R. OSBERG,

will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies whatsoever, foreign and domestic, and that I will faithfully and impartially discharge the duties of Governing Board Member, for the WHISPERING PINES FIRE district, so help me God.

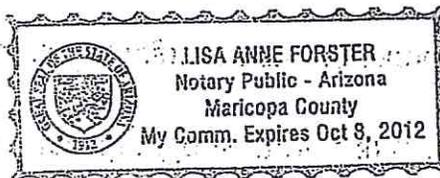
[Signature]
Signature

Subscribed and sworn to before me this 3 day of October, 2011

[Signature]
Notary Public

My Commission Expires:

October 8, 2012



ARF-911

Consent Agenda Item 5- E

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Linda Eastlick **Submitted By:** David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Tonto Basin Fire District Governing Board resignation and appointment

Background Information

ARS 48-803(B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Tonto Basin Fire District Governing Board meeting of August 10, 2011, the Governing Board accepted the resignation of Brenda Straw, and agreed that Kathryn Ann Dorsett be appointed to complete Ms. Straw's term of office which expires November 30, 2012.

Conclusion

Ms. Dorsett has agreed to serve out the term of Ms. Straw.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Brenda Straw and the appointment of Kathryn Ann Dorsett as the new Governing Board member for the Tonto Basin Fire District.

Suggested Motion

Acknowledgment of the resignation of Ms. Brenda Straw from the Tonto Basin Fire District Governing Board and the appointment of Ms. Kathryn Ann Dorsett to complete the term of Ms. Straw, which expires November 30, 2012.

Attachments

ARS 48-803

Tonto Basin FD Resignation-Mtg minutes-Oath

48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

I, Brenda Straw, am resigning from the governing board of Tonto Basin Fire District effective 7/1/11, due to moving out of the area.

Brenda Straw

7-1-11

Tonto Basin Fire District

Board Meeting

Aug. 10th, 2011

Regular Session

**Meetings are held at Tonto Basin Fire Station #1
373 S. Old Highway 188, Tonto Basin, AZ 85553**

1. Call to Order:

Chair France called the meeting to order at 18:00.

2. Pledge of Allegiance:

All present repeated the pledge.

3. Roll Call:

Chair John France, Sec.-Tres. Lu DuBois,
member Kathy Dorsett

TB Fire present included: Chief Steve Holt,
Admin Brandi Morris

4. Reading of Minutes:

Chair France moved acceptance of the
previous month's minutes, member Dorsett
seconded, motion carried unanimously.

5. Reports and Correspondence:

Financial July 31st, 2011 balance on the:

Warrant account is: \$96,311.73

Pension account is: \$3,848.67

Bank account is: \$6,643.82

Capitol Reserve account is: \$23,360.05

Chief's Report:

58 incidents since 7/13/11 and 77 incidents since July 1st, 2011

0 burn permits issued this month

0 burns called in this month

0 plan reviews

E111 is still in the hospital ICU. Ended up being mostly the gear box. Cost is still going to be around \$17,000.

Repairs are on going on T621. Some of the equipment still needs repaired and more work needs to be done.

Chief and Capt attended the Chief's conference. Learned a lot which will be shared later.

3 fire students have finally been scheduled for testing in Aug.

New windshield has been installed in 211 and was covered by insurance.

Work continues to progress on the Ford flat bed

T621 was out on a wild land fire in NM for 13 days and that is the partial cause of the repairs needed

We did a mutual aid fire call to Apache lake where a boat was on fire

There was a broken grille on 131 which is now repaired

The 2 new debit cards are in the safe and have the 2 engine boss's names on them

Can only make bank deposits by mail or in person. Electronic deposit is not available

There has been a recall on the refurbished ambulance 631

the air tank compressor failed its test but has now been repaired at a cost of \$1000

Station 1 continues to experience periodic electrical problems with a recent circuit breaker popping

FEMA grant period opens mid Aug. Will apply again for another Water Tender and a power gurney. I has a 5% match. A new truck would cost around \$210.000 and we need 2

We were turned down on the last FEMA grant for A WT

The chiefs conference highlighted everyone's money problems. There was a lot of discussion on how to serve the community better

One suggestion was to do more for less by partnering with local service organizations.

One suggestion was to find an out-of-service wheel-chair van and provide service and transportation to town for homebound residents Dr. appointments or to get prescriptions. This might help clear some of the lower priority ambulance calls experienced at both ends

Sec. DuBois moved we accept Chief's and financial reports. Member Dorsett seconded, motion carried unanimously.

Sec. DuBois moved to accept Brenda Straw's resignation. Chair France seconded, motion carried unanimously.

Chair France moved we accept Kathryn Ann Dorsett as the new board member. Sec. DuBois seconded, motion carried unanimously.

6. OLD Business:

Conference, students testing, flat bed truck, debit cards, deposits, and broken windshield

7. NEW Business:

Repairs 621, compressor failure, electrical issues at Station 1, "be nice" initiative to improve public image

8. Discussion/Action Reports:

Public Surplus Auction - Chief Holt reported there is a Water Tender up for bid on public

5

surplus. The bid is currently up to \$15,000. There was further discussion on the vehicle.

Chair France made a motion to allow the Chief to bid as high as \$25,000 for the water tender. Sec. DuBois seconded. Chief thinks the bid will go higher than that but he will follow the process. Motion carried unanimously.

Purchase of SCBA's - Chief Holt wants to award the bid for purchase of new SCBA's to FDC Rescue Products, which will be paid for with a FEMA grant at 95%.

Chair France moved we accept the estimate for \$137,553.93 from FDC to include the purchase of tanks, air masks ETC. Sec. DuBois seconded. Motion carried unanimously.

Update Revised Policy Manual - Chief Holt reported that we already need to update the newly revised policy manual to cover a recent incident that isn't covered.

There needs to be a time limit set on how quickly an employee has to report to the Chief or other supervisor the fact that he/she has been arrested, given a traffic ticket, or has had license suspended.

Member Dorsett recommended employee need to be advised within 24 hours of any arrest for criminal offense or traffic ticket.

6

Chief is going to work on the wording and e-mail to the board for consideration.

Fortunately the new manual has not yet been distributed to employee's. The revision should cause no concern.

Other discussions: Chief Holt has proposed the possible use of video conferencing so Roosevelt residents can watch the board meetings without having to travel to Tonto. Capt. Lavery is checking into the cost. Chief will get back to the board next meeting.

Call to the Public - there was none.

The next meeting will be at Station 1 on September 14th.

Adjournment:

Chair France moved we adjourn at 1933.
Sec. DuBois seconded, motion carried unanimously.

Minutes respectfully submitted by:

Luetta J. DuBois, Sec.

**BOARD OF SUPERVISORS
Gila County, Arizona
Office of Human Resources Director**

LOYALTY OATH

I, the undersigned, hereby execute this document in compliance with Chapter 108 (House Bill 115) Laws 1961, First Regular Session, Sec. 38-231, Arizona Revised Statutes:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FROM; PENALTY

A. In order to ensure the state wide application of this section on a uniform basis, each board, commission, agency and independent office of the state, any of its political subdivisions, and of any county, city, town, municipal corporation, school district, and public educational institution, shall immediately upon the effective date of this act completely reproduce section 39-231 as set forth herein, to the end that the form of written oath or affirmation required herein shall contain all of the provisions of said section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. For the purpose of this section, the term officer or employee means any person elected, appointed or employed either on a part-time basis, by the state, or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution, or any board, commission or agency of any of the foregoing.

C. Any officer or employee elected, appointed, or employed prior to the effective date of this act shall not later than ninety days after the effective date of this act take and subscribe the form of oath or affirmation set forth in this section.

D. Any officer or employee within the meaning of this section who fails to take and subscribe the oath or affirmation provided by this section within the time limits prescribed by this section shall not be entitled to any compensation unless and until such officer or employee does so take and subscribe to the form of oath or affirmation set forth in this section.

E. Any of the persons referred to in Article XVIII, Section 10 of the Arizona Constitution as amended, related to the employment of aliens, shall be exempted from any compliance with the provisions of this section.

F. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee before any officer or employee enters upon the duties of his office or employment, he shall take and subscribe the following oath or affirmation:

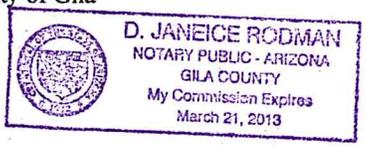
STATE OF ARIZONA)
 : ss.
COUNTY OF GILA)

I, KATHRYN A. DORSETT do solemnly swear (or affirm) that I will support the United States and the Constitution
(type or print name)
and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of an employee
of the Member, Board of Directors of the TONTO BASIN FIRE DISTRICT according to the best of my ability, so help me God (or so I do affirm).
(name of office)

Kathryn Anna Dorsett
(Signature of officer or employee)

SUBSCRIBED AND SWORN to before me this 14th day of July, 2011.

[Signature]
Notary Public in and for the County of Gila
State of Arizona



My Commission Expires:
Mar 21, 2013
(SEAL)

ARF-927

Consent Agenda Item 5- F

Regular BOS Meeting

Meeting Date: 11/01/2011

Submitted For: Sharon Winters **Submitted By:** Shannon Coons, Public Works Division

Department: Public Works Division **Division:** Recycling & Landfill Management

Presenter's Name:

Information

Request/Subject

USDA Forest Service Special Use Authorization Amendment No. 1

Background Information

On March 14, 2000, the Gila County Board of Supervisors signed a Special Use Permit that was issued by the U.S. Department of Agriculture (USDA) Forest Service. This permit allows Gila County to operate a landfill in the northern region of the Tonto National Forest, Payson Ranger District. The permit area covers 57.77 acres and is called the Buckhead Mesa Landfill. The permit is set to expire on 12/31/2019.

Evaluation

This permit allows Tonto National Forest, Payson Ranger District to charge Gila County \$18,998.24 annually and that amount may be readjusted whenever necessary to commensurate with the fair market value of the authorized use. This past year Gila County was charged \$24,258.20. The amendment is to create an avenue for the Forest Service to dump at the landfill and will extend a credit for the annual permit fee.

Conclusion

This is a good fit for both agencies.

Recommendation

Approve Chairman's signature on USDA Forest Service Special Use Authorization Amendment #1

Suggested Motion

Approval of Amendment No. 1 to a U.S. Department of Agriculture Forest Service Special Use Authorization to allow the Forest Service to dump at the Buckhead Mesa Landfill and the Forest Service will be extended a fee credit at the landfill in the amount of the annual landfill bill through December 31, 2012.

Attachments

Amendment #1

Original Special Use Permit

Auth ID: PAY41
Contact ID: CHRISTENSEN,RA
Use Code: 341

FS-2700-23 (v. 10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR**

SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the special use authorization for Buckhead Mesa Landfill issued to GILA COUNTY BOARD OF SUPERVISORS on 03/02/2000 which is hereby amended as follows:

The Forest Service will be allowed to dump at the landfill and will be extended a fee credit at the landfill in the amount of the annual landfill bill. During the billing cycle, the landfill bill will be reduced by the amount of fee credit used by the Forest Service throughout the year. For example, if the Forest service uses \$2,000 in dumping fees, the bill for the landfill will be reduced by \$2,000.

Forest Service dumping credit will not exceed the amount of the annual Landfill bill. Additionally, receipts/tickets will be provided by the Landfill to the Forest Service employee at the time of dumping and monthly tracking will occur.

This amendment will expire 12/31/2012; a subsequent amendment may be completed for a longer term if both parties agree.

This Amendment is accepted subject to the conditions set forth herein, and to conditions to attached hereto and made a part of this Amendment.

Gila County Board of Supervisors

U.S. Department of Agriculture
Forest Service

Holder Tommie C. Martin

Gene Blankenbaker

Chairman, Board of Supervisors

Forest Supervisor

Date

Date

ATTEST: _____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM: _____
Bryan B. Chambers, Chief Deputy County Attorney

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Authorization ID: PAY 41
Contact ID:
Expiration Date: 12/31/2019
usc Code: 341

FS-2700-4 (8/99)
OMB 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY: Organic Act of June 4, 1897

GILA COUNTY BOARD OF SUPERVISORS of **1400 E. ASH ST. GLOBE, AZ 85501** (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Tonto National Forest, Payson Ranger District.

This permit covers 57.77 acres, and is described as part of the NW1/4, Sec. 2, T 11 N, R 9 E, G&SRM as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: **using and maintaining a sanitary landfill for incorporated and unincorporated communities of northern Gila County. This permit is valid only with a current operating permit from Arizona State Department of Health. Facilities include trash disposal cells, gas venting system, monitoring wells, cover material excavation site, water well, pumphouse, water storage tank, perimeter fencing, road right-of-way fencing, scale building, motor oil collection tank, earthmoving equipment, storage yard, evaporation and leachate ponds and a gated paved access road.**

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. **Authority.** This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. **Authorized Officer.** The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. **License.** This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C.G.611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. **Amendment.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. **Existing Rights.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. **Nonexclusive Use and Public Access.** Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2019. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 200 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay an annual fee of eighteen thousand nine hundred ninety eight dollars and twenty four cents (\$18998.24) for the period from January 1, 2000 to December 31, 2000 and thereafter annually on January 1, eighteen thousand nine hundred ninth eight dollars and twenty four cents (\$18998.24) : Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

C. Payment Due Date. The payment due date shall be the close of business on January 2 of each calendar year payment is due. Payments due the United States for this use shall be deposited at USDA - FS, C/O Bank of America, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Nondiscrimination in Employment and Services. During the performance of this authorization, the holder agrees:

1. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).
2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex national origin, age, or disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments, and the Age Discrimination Act of 1975).
3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
4. When furnished by the Forest Service, signs setting forth this policy of non discrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
5. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the Sate in which the breach or violation occurs.

E. Roads, Secondary Use.

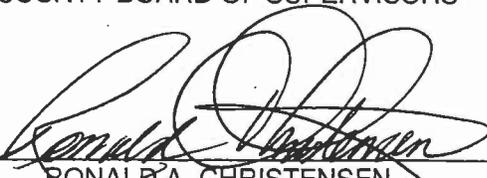
1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the authorized officer.
2. Only the authorized officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.
3. The Forest Service retains the right to occupy and use the right-of-way. It also may issue other uses including rights-of-way, on and through the authorized area, provided that the occupancy and use does not unreasonably interfere with the rights granted herein.

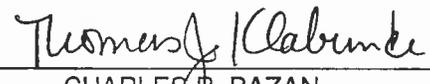
F. Archeological-Paleontoligical Discoveries. The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

This permit is accepted subject to the conditions set out above.

GILA COUNTY BOARD OF SUPERVISORS

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: 
RONALD A. CHRISTENSEN
Chairman

By: 
for: CHARLES R. BAZAN
Forest Supervisor

Date: March 14, 2000

Date: 3/2/00

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

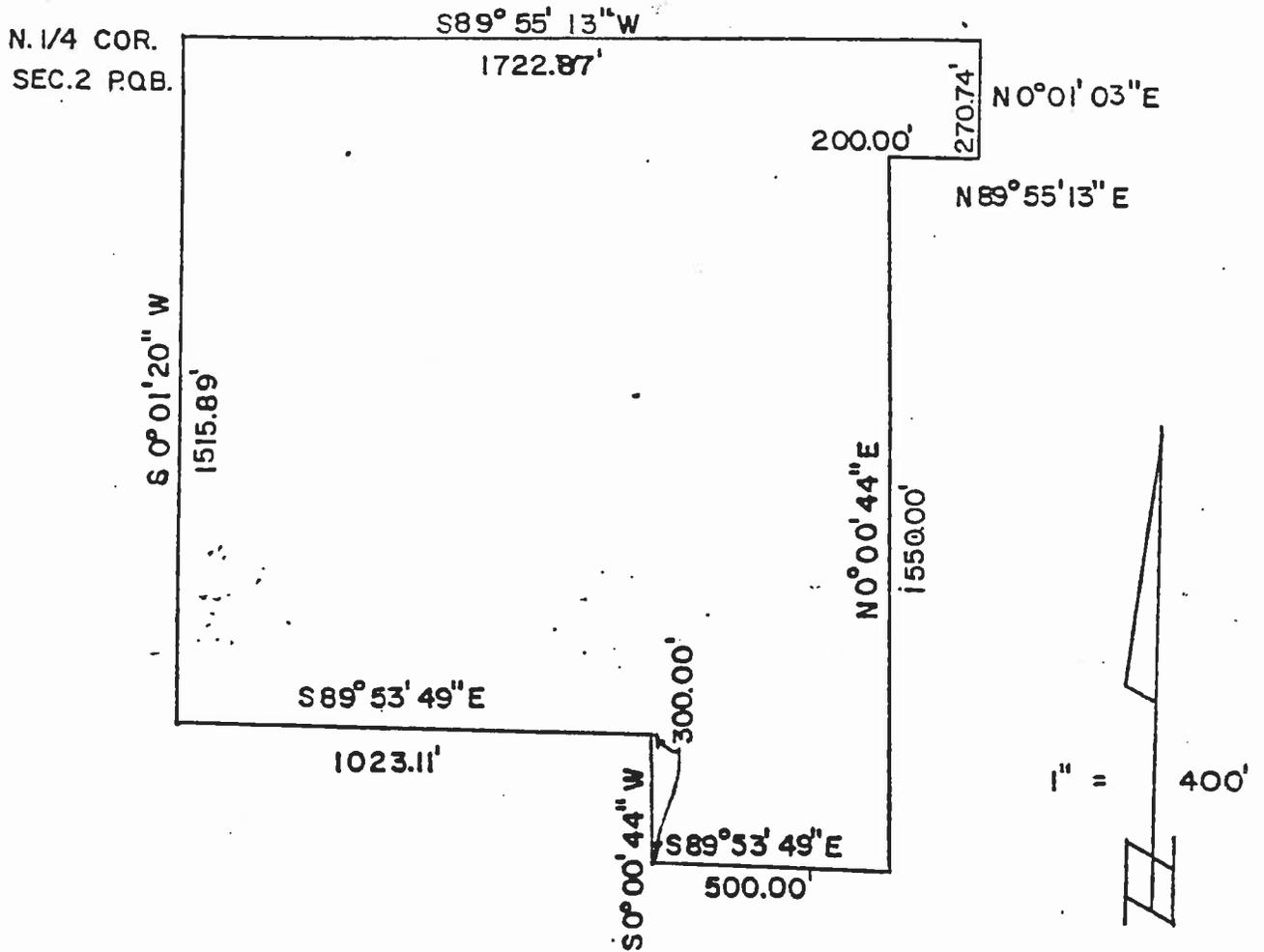
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service. Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT "A"

BUCKHEAD MESA LANDFILL USFS SPECIAL USE PERMIT

SKETCH OF AREA INCLUDED
IN LEGAL DESCRIPTION

(REFERENCE: R.O.S. NO. 209, BEING A SURVEY
OF THE N 1/2 OF SEC. 2, T. 11 N., R. 9 E., G. & S. R. B. & M.)

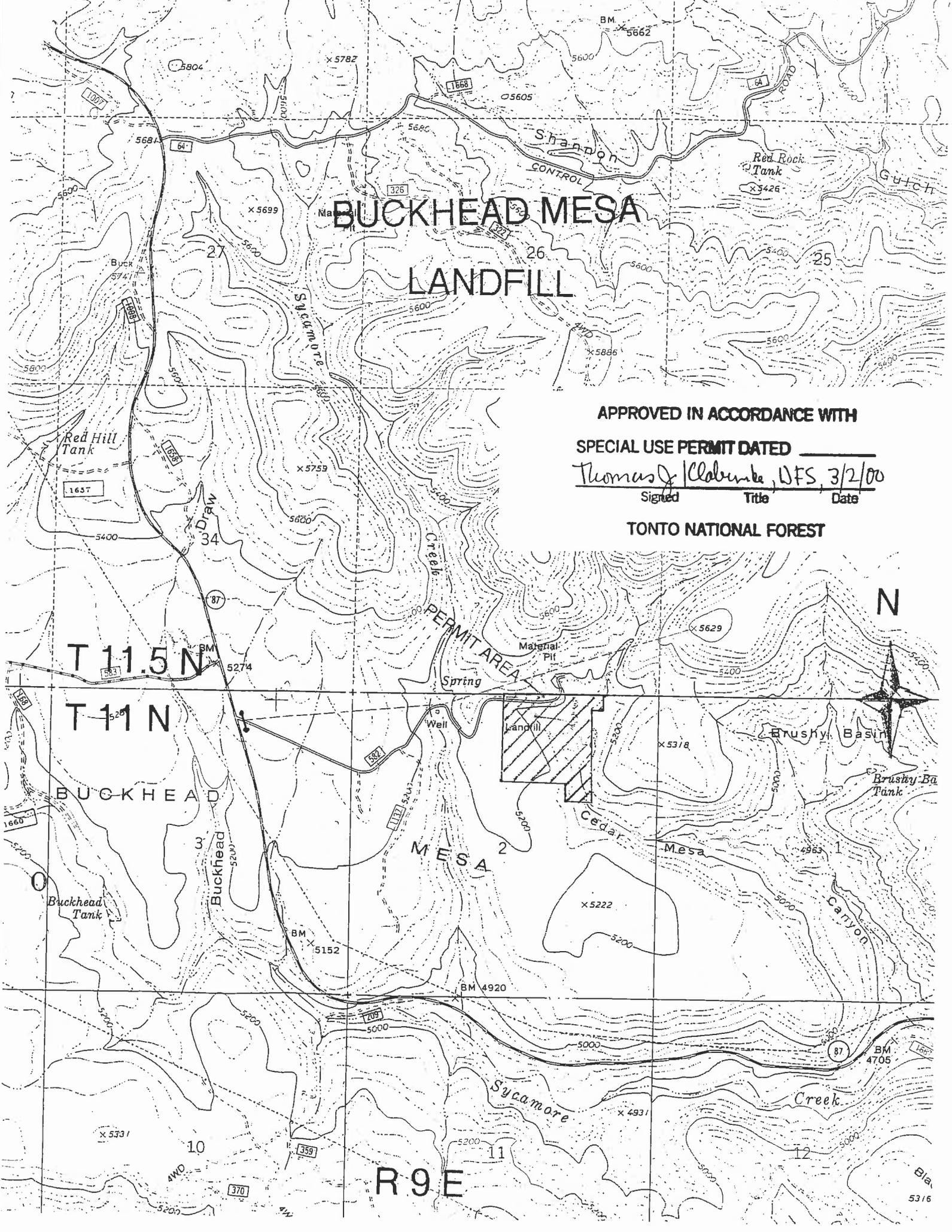


LEGAL DESCRIPTION

BUCKHEAD MESA LANDFILL BOUNDARY

COMMENCING at the north $\frac{1}{4}$ corner of Section 2, T.11N.,
R.9E. G&S.R.B&M Gila County, Arizona; thence S0°01'20"W.
1515.89 feet; thence S89°53'49"E. 1023.11 feet; thence S0°00'44"W.
300.00 feet; thence S89°53'49"E. 500.00 feet; thence N0°00'44"E.
1550.00 feet; thence N89°55'13"E. 200. feet; thence N0°01'03"E. 270.74
feet; thence S89°55'13"W. 1722.87 feet to the point of beginning con-
taining 57.77 acres, more or less.





BUCKHEAD MESA LANDFILL

APPROVED IN ACCORDANCE WITH
SPECIAL USE PERMIT DATED _____
Thomas J. Clabunke, DFS, 3/2/00
Signed Title Date

TONTO NATIONAL FOREST

N



BUCKHEAD

MESA

Mesa

Brushy Basin

Brushy Basin Tank

Buckhead Tank

Buckhead

Cedar

Canyon

Sycamore

Creek

R 9 E

Blair
5316

ARF-906

5- G

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Period: Payson Regional Constable's Office Monthly Report For September 2011

Submitted For: Colt White

Submitted By: Yvonne House,
Constable - Payson

Information

Subject

Payson Regional Constable's Office Monthly Report For September 2011

Suggested Motion

Approval of the September 2011 Monthly Office Activity Report submitted by The Payson Regional Constable's Office

Attachments

Payson Regional Constable's Office Monthly Report September 2011



**PAYSON REGIONAL CONSTABLE
COLT WHITE**

**SEPTEMBER 2011
MONTHLY REPORT**

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LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT



**PAYSON REGIONAL CONSTABLE
COLT WHITE**

October 6th, 2011

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE’S MONTHLY ACTIVITY LETTER

For the month of **September, 2011**, the Payson Constable’s Office:

- ◆ Received a total of **217** papers for service
- ◆ Drove a total of **1,805** miles
- ◆ Collected a total of **\$2,410.45** as follows:

Check Total =	\$1,269.25
Cash Total =	<u>1,141.20</u>
Total Deposited =	\$2,410.45
Less Writ Fee (1 @ \$5.00/each) Collected= (Check #2273/Treasurer’s Receipt #98319)	<u>(\$ 5.00)</u>
Refund to Nancy Edwards overpayment Ck#2272	<u>(\$ 5.00)</u>
Paid to General Fund = (Check #2274/Treasurer’s Receipt #98321)	\$2,400.45
 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	 <u>\$ 875.00</u>
 Grand Total Paid to General Fund =	 <u>\$3,275.45</u>

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2010-2011 & 2011-2012

2010-2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEEES COLLECTED	2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEEES COLLECTED
2010				2011			
SEPTEMBER	150	2,010	\$2,702.90	SEPTEMBER	217	1,805	\$2,410.45
COMPARISON TOTAL	552	5,522	\$9,622.50	COMPARISON TOTAL	509	4,884	\$7,311.73
				Difference	-43	-638	-\$2,310.77
OCTOBER	207	2,367	\$2,507.40	OCTOBER			
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER			
DECEMBER	206	2,258	\$2,770.85	DECEMBER			
2011				2012			
JANUARY	194	1,885	\$3,337.42	JANUARY			
FEBRUARY	183	1,519	\$3,123.40	FEBRUARY			
MARCH	218	2,000	\$5,122.25	MARCH			
APRIL	132	1,657	\$2,784.76	APRIL			
MAY	153	1,681	\$2,984.40	MAY			
JUNE	159	1,634	\$2,697.00	JUNE			
JULY	227	1,574	\$3,866.70	JULY	133	1,193	\$2,708.00
AUGUST	175	1,938	\$3,062.90	AUGUST	159	1,886	\$2,193.28
YEAR TOTAL:	2,186	22,390	\$38,514.58	YEAR TOTAL:	509	4,884	\$7,311.73

Rev.080211

Note: Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				SEPTEMBER	2011
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
9/2/2011	#748345	\$56.00	2011DO00344	Belcher, Jesse	DiBernardo, Sarah
9/6/2011	\$56.00 total svc fee#26423	\$55.00	2009CV141-0V	Sunstate Equipment Company, LLC	Goodman Excavating, LLC
9/6/2011	#748346	\$40.00	2011CV594	Rogers, Steve	Dailey, Darren
9/6/2011	#748347	\$40.00	2011CV600-OV	Diller, Nona	Powell, Elizabeth
9/6/2011	#748348/8018	\$40.00	2011CV601-IH	Lecher, Angela	Itter, Andrew
9/7/2011	#748349/4334	\$46.00	2011CV602-FD	Moffit, Glenda dba Moffitt Properties	Mikulak, Dave
9/9/2011	#748350/983	\$46.00	2011CV604-FD	Edwards, Nancy C.	Papke, Robert & Lou
9/12/2011	#748351	\$94.00	2011DO00356	McCaw, James A.	McCaw, Sharon
9/12/2011	#748352	\$46.00	2011CV605-FD	Sexton, Rick	Cline, Marissa & All other occupants
9/12/2011	#748353	\$74.00	2011DO00355	Buchea, Rosann Rene	Buchea, Jack Marshall
9/12/2011	#4821	\$76.00	2011CV003286	JPMorgan Chase Bank (DL Investigations)	McDowell, Steven
9/12/2011	#748354/137	\$102.00	2011CV606FD	Fendler, Sandra	Robertson, Fremont (Monte)
9/13/2011	#748355	\$46.00	2011CV608FD	Sexton, Paul	Talley, Richardo
9/14/2011	#2731	\$20.00	2011CV177SC	Booth, Steven DDS	DaCosta, Bret
9/14/2011	#748356	\$74.00	2006DO0359	Carl, Deborah	Carl, Justin
9/15/2011	#748357	\$40.00	2011DO00308	McCown, Aaron	Martinez, Catherine
9/15/2011	#200380	\$46.00	2010CV821	Maumez Apts (Koglmeier	Bayless, Joseph
9/16/2011	#748358	\$40.00	2011DO00341	Bauman, Larry	Christenson, Leah
9/16/2011	#748359	\$46.00	2011CV618FD	Lazy D Ranch RV & Apt.	Erb, Timothy J.
9/19/2011	#748360	\$55.20		Hayhurst, Lois	Kramer, Dave & Linda
9/19/2011	#35868	\$46.00	2011CV622FD	Cedar Grove MHP LLC	Garner, Marcella/John & Jane Does I-X
9/19/2011	#26568 7/27/2011	\$5.65	2011CV005705	PR9, LLC (Integrity)	Predator Ridge at Prescott Lakes, LLLP et al
9/19/2011	#26532	\$1.00	2009CV141-0V	Sunstate Equipment Company, LLC (Integrity)	Goodman Excavating, LLC
9/19/2011	#748361/6078	\$46.00	2011CV623-FD	Jacl Holdings LLC/Kristin Croak	Kesterson, Jennelle
9/21/2011	#748362	\$40.00	2011CV000626-IH	Green Valley Apts/Dawn VanBuskirk	Koutz, Teona
9/21/2011	#748363/145	\$96.00	Notice To Vacate	Fendler, Sandra	Robertson, Fremont (Monte)
9/21/2011	#748364	\$74.00	FC2011-093235	Connolly, Rachel	Connolly, Chad
9/21/2011	#748365	\$40.00	2011CV000627-IH	Brown, Kyrie	Sullivan, Scott
9/21/2011	#748366	\$40.00	2011CV000629-IH	Brumbaugh, Danyl	Jones, Traci
9/23/2011	#748367	\$40.00	2011CV00631-IH	Sullivan, Scott	Brown, Kyrie
9/26/2011	#748368783	\$46.00	2011CV635-FD	Bernard, Talbert	Gimlem, Clinton
9/26/2011	#748369/148	\$102.00	2011CV636-FD	Fendler, Sandra	Robertson, Fremont (Monte)
9/26/2011	#748370	\$40.00	2011CV000638-IH	Robey, Ken	Silva, Rita
9/26/2011	#748371	\$40.00	2011CV000637-IH	Helmick, Kimberly	Pietrie, Jill
9/27/2011	#748372	\$40.00	2011CV578SC	Star Valley Veterinary Clinic	Griego, Alex
9/27/2011	#748373/1841	\$66.00	2011CV642FD	BKS Investments LLC	Duffy, Joe
9/27/2011	#748374/987	\$82.00	2011CV604FD	Edwards, Nancy C.	Papke, Robert & Lou
9/28/2011	#748375	\$40.00	2011CV000643	Johnson, Jeff	Conley, Steven
9/28/2011	#748376/9193	\$40.00	Notice To Termination	Prest Realty	Miller, Anne & Troy
9/28/2011	#44807	\$40.00	CC2011158955RC	Presstec Inc (Shannon & Fleming PC)	Trayer, Joseph & J. Doe

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

9/1/2011 TO 9/30/2011

Number of Cases	Description
1	30 Day Rental Notice (Fee)
2	Civil Complaint (Fee)
1	Complaint/Summons/Answer (Fee)
1	Injunction Against Harassment (Fee Waived By Ct) (Fee)
9	Injunction Against Harassment (Fee)
1	Injunction Against Workplace Harassment (Fee)
1	Notice Of Hearing (Fee)
1	Notice Requiring Delivery Of Possession Of Premises (Fee)
2	Notice To Vacate (Fee)
1	Order (Fee)
1	Order To Appear For Supplemental Proceedings (Fee)
1	Petition For Dissolution Of Marriage w/o Minor Children (Divorce) (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Petition In Support Of Supplemental Proceedings And Order (Fee)
1	Petition To Modify Child Support Order (Simplified Process) (Fee)

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

9/1/2011 TO 9/30/2011

Number of Cases	Description
1	Subpoena (Fee)
1	Subpoena Duces Tecum; Notice Of Deposition (Fee)
4	Summons & Complaint (Fee)
2	Summons & Complaint for Dissolution of Marriage (Fee)
12	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition To Establish Child Custody and Parenting Time (Fee)
1	Writ Of Restitution (Fee)
1	Hearing Order for Injunction Against Harassment
1	Judgment
9	Notice To Appear; Petition
17	Order Of Protection
1	Order To Show Cause
1	Sentencing
123	Subpoena
5	Subpoena Trial Reset
6	Summons
5	Summons & Complaint
1	Zoning Violation
<hr/>	
Total Number of Fee Services	47
Total Number of Non Fee Services	170
Total Number of Services	217

PAYSON REGIONAL CONSTABLE

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9/2/2011	9/6/2011	2011DO00344	Jesse Ray Belcher	Sarah DiBernardo	Sarah DiBernardo	\$56.00	748345	Gila County Superior Court	0
		Summons & Petition To Establish Child Custody and Parenting Time	Sarah DiBernardo	404 W Arabian Way Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$56.00			2
9/6/2011	9/6/2011	2009CV141-0V	Sunstate Equipment Company, LLC	Goodman Excavating, LLC c/o, Michelle Renee Goodman, Statutory Agent & Managing Member	Goodman Excavating, LLC c/o, Michelle Renee Goodman, Statutory Agent & Managing Member	\$56.00	26423	Payson Regional Justice Court	0
		Order To Appear For Supplemental Proceedings	Goodman Excavating, LLC	1104 N. Alyssa Circle Payson, AZ 85541	200 E Tyler Parkway Payson, AZ 85541	\$56.00			3
9/6/2011	9/6/2011	2011CV594	Steve Rogers	Darren Dailey	Darren Dailey	\$40.00	748346	Payson Regional Justice Court	0
		Injunction Against Harassment	Darren Dailey	2106 N Pratt Circle Payson, AZ 85541	1600 N McLane Payson, AZ 85541	\$40.00			3
9/6/2011	9/9/2011	2011CV508	Rebecca Breen	Steven Nard	Steven Nard	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Steven Nard	1100 South Street Globe, AZ 85501	1100 South Street Globe, AZ 85501	\$0.00			1
9/6/2011	9/7/2011	2011CV600-ON	Nona Diller	Elizabeth Powell	Elizabeth Powell	\$40.00	748347	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Elizabeth Powell	3933 E Highway 260 A+13 Star Valley, AZ 85541	3933 E Highway 260 A+13 Star Valley, AZ 85541	\$40.00			1
9/7/2011	9/7/2011	2011CV601-IH	Angie Lecher	Andrew Itter	Andrew Itter	\$40.00	748348/8018	Payson Regional Justice Court	0
		Injunction Against Harassment	Andrew Itter	105 E Main Street #106 Payson, AZ 85541	105 E Main Street #106 Payson, AZ 85541	\$40.00			1
9/7/2011	9/9/2011	2011CV602FD	Glenda Moffitt, dba/Moffitt Properties	David Eric Mikulak	David Eric Mikulak	\$46.00	4334/748349	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	David Eric Mikulak	205 E. Pinnacle Circle Payson, AZ 85541	205 E. Pinnacle Circle Payson, AZ 85541	\$46.00			1
9/9/2011	9/9/2011	2011CV604FD	Nancy Edwards & Donald Rosonke	Robert Papke & Lou Papke	Lou Papke	\$46.00	#748350/983	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Papke & Lou Papke	1003 S. Mariposa Payson, Az 85541	1003 S. Mariposa Payson, AZ 85541	\$46.00			1
9/12/2011	9/28/2011	2011DO00355	Rosann Renee Buchea	Jack M. Buchea	Jack M. Buchea	\$74.00	#748353	Gila County Superior Court	0
		Summons & Complaint for Dissolution of Marriage	Jack M. Buchea	206 W. Roundup Payson, AZ 85541		\$74.00			9

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/12/2011	9/14/2011	2011DO00356	James A McCaw	Sharon L. McCaw	Sharon L. McCaw	\$94.00	#748351	Gila County Superior Court	0
		Summons & Complaint for Dissolution of Marriage	Sharon L. McCaw	6793 Tonto Drive Pine, AZ 85544	6793 Tonto Drive Pine, AZ 85544	\$94.00			1
9/12/2011	9/12/2011	2011CV605-FD	Rick Sexton	Marissa Cline & all other occupants	Mirisa A. Cline	\$46.00	#748352	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Marissa Cline & all other occupants	109 E. McKamey #1 Payson, AZ 85541	109 E. McKamey, #1 Payson, AZ 85541	\$46.00			1
9/12/2011	9/16/2011	2011CV003286	JPMorgan Chase & Co.	Steven L. McDowell	Steven L. McDowell	\$76.00	#4821	Superior Court of Maricopa County	0
		Subpoena Duces Tecum; Notice Of Deposition	Steven L. McDowell	3994 N. Cindy's Way Pine, AZ 85544	3994 N. Cindy's Way Pine, AZ 85544	\$76.00			2
9/12/2011	9/12/2011	2011CV606FD	Sandra Fendler	Fremont (Monte) Robertson	Fremont (Monte) Robertson	\$102.00	#748354/137	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Fremont (Monte) Robertson	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	\$102.00			1
9/13/2011	9/14/2011	2011CV608FG	Paul Sexton	Ricardo Talley	Posted-front door	\$46.00	#748355	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Ricardo Talley	118 W. Aero Apt. #1 Payson, AZ 85541	118 W. Aero Apt. #1 Payson, AZ 85541	\$46.00			1
9/14/2011	9/16/2011	2006DO0359	Deborah Carl	Justin W. Carl	Justin W. Carl	\$74.00	#748356	Gila County Superior Court	0
		Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Justin W. Carl	Payson High School Maintenance Office 409 W. Longhorn Road Payson, AZ 85541	Payson High School Maintenance Office 409 W. Longhorn Road Payson, AZ 85541	\$74.00			1
9/15/2011	9/15/2011	2011DO00308	Aaron K. McCown	Catherine Martinez	Catherine Martinez	\$40.00	#748357	Gila County Superior Court	0
		Order	Catherine Martinez	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	\$40.00			1
9/15/2011	9/16/2011		Maurnez Apartments	Joseph Bayless	Joseph Bayless	\$46.00	#200380		0
		30 Day Rental Notice	Joseph Bayless	110 W. Airport Road, #15 Payson, AZ 85541	110 W. Airport Road, #15 Payson, AZ 85541	\$46.00			1
9/16/2011	9/19/2011	2011DO00341	Leah Christenson	Leah Christenson	Leah Christenson	\$40.00	#748358	Gila County Superior Court	0
		Notice Of Hearing	Larry R Bauman, II	105 E. Main Street, #205 Payson, AZ 85541	105 E. Main Street, #205 Payson, AZ 85541	\$40.00			3
9/16/2011	9/16/2011	2011CV618FD	Lazy D Ranch c/o John Lyon	Timothy J. Erb	Timothy J. Erb	\$46.00	#748359	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Timothy J. Erb	3655 E. Highway 260, Apt. H Payson, AZ 85541	3655 E. Highway 260, Apt. H Payson, AZ 85541	\$46.00			1
9/19/2011	10/3/2011	2011CV514SC	Lois I. Hayhurst	Dave Kramer Linda Kramer	Dave Kramer	\$55.20	748360	Payson Regional Justice Court	0
		Civil Complaint	Dave Kramer Linda Kramer	671 N. Deer Creek Road Payson, AZ 85541	671 N. Deer Creek Road Payson, AZ 85541	\$55.20			3
9/19/2011	9/19/2011	2011CV622FD	Cedar Grove MHP, LLC	Marcella Garner, John and Jane Does I-X	Posted-front door	\$46.00	#35868	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Marcella Garner, John and Jane Does I-X	703 E. Frontier Street, Unit 20 Payson, AZ 85541	703 E. Frontier Street, Unit 20 Payson, AZ 85541	\$46.00			1
9/19/2011	9/19/2011	2011CV623-FD	JACL Holdings LLC Brad Croak	Jennelle Lynn Kesterson	Jennelle Lynn Kesterson	\$46.00	#748361/6078	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jennelle Lynn Kesterson	110 E. Aero, #1 Payson, AZ 85541	110 E. Aero, #1 Payson, AZ 85541	\$46.00			1

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9/21/2011	9/21/2011	2011CV000626	Green Valley Apartments c/o Dawn VanBuskirk	Teona Koutz	Teona Koutz	\$40.00	748362	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Teona Koutz	905 S. McLane Road, #25 Payson, AZ 85541	905 S. McLane Road, #25 Payson, AZ 85541	\$40.00			1
9/21/2011	9/22/2011	N/A	Sandra Fendler	Fremont (Monte) Robertson	Fremont (Monte) Robertson	\$96.00	748363/145	N/A	0
		Notice To Vacate	Fremont (Monte) Robertson	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	\$96.00			1
9/21/2011	10/5/2011	FC2011093235	Rachel Connolly	Chad A. Connolly	Unserved	\$74.00	748364	Superior Court of Maricopa County	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Chad A. Connolly	409 E. Rancho Road Payson, AZ 85541		\$74.00			5
9/21/2011	9/21/2011	2011CV000627-IH	Kyrie Brown	Scott Michael Sullivan	Scott Michael Sullivan	\$40.00	748365	Payson Regional Justice Court	0
		Injunction Against Harassment	Scott Michael Sullivan	203 E. Glade Lane, #A Payson, AZ 85541	203 E. Glade Lane, #A Payson, AZ 85541	\$40.00			1
9/21/2011	9/23/2011	2011CV000629-IH	Danyl Lawrence Brumbaugh	Traci Jones	Traci Jones	\$40.00	748366	Payson Regional Justice Court	0
		Injunction Against Harassment	Traci Jones	204 E. Cedar Lane Payson, AZ 85541	204 E. Cedar Lane Payson, AZ 85541	\$40.00			3
9/23/2011	9/30/2011	2011CV545-OV	FIA Card Services, N.A.	Brenda Pecharich	Brenda Pecharich	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Brenda Pecharich & "J. Doe" Pecharich	301 W. Houston Mesa Road Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			2
9/23/2011	9/30/2011	2011CV545-OV	FIA Card Services, N.A.	"J. Doe" Pecharich	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Brenda Pecharich & "J. Doe" Pecharich	301 W. Houston Mesa Road Payson, AZ 85541		\$0.00			2
9/23/2011	9/23/2011	2011CV631-IH	Scott Michael Sullivan	Kyrie Brown	Kyrie Brown	\$40.00	748367	Payson Regional Justice Court	0
		Injunction Against Harassment	Kyrie Brown	1156 S. FS #184 Payson, AZ 85541	1156 S. FS #184 Payson, AZ 85541	\$40.00			2
9/26/2011	9/26/2011	2011CV635-FD	Talbert W. Bernard	Clinton Gimlem	Sarah DiBernardo	\$46.00	748368/783	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Clinton Gimlem	1506 N. Mitchel Street Payson, AZ 85541	1506 N. Mitchel Street Payson, AZ 85541	\$46.00			1
9/26/2011	9/28/2011	2011CV636FD	Sandra Fendler	Fremont (Monte) Robertson	Fremont (Monte) Robertson	\$102.00	748369/148	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Fremont (Monte) Robertson	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553	\$102.00			1
9/26/2011	9/26/2011	2011CV000638IH	Ken Robey	Rita Silva	Rita Silva	\$40.00	748370	Payson Regional Justice Court	0
		Injunction Against Harassment	Rita Silva	622 East Phoenix Street Payson, AZ 85541	622 East Phoenix Street Payson, AZ 85541	\$40.00			1
9/26/2011	9/26/2011	2011CV637IH	Kimberly Helmick	Jill Pietrie	Jill Pietrie	\$40.00	748371	Payson Regional Justice Court	0
		Injunction Against Harassment	Jill Pietrie	2057 Moonlight Drive Star Valley, AZ 85541	2057 Moonlight Drive Star Valley, AZ 85541	\$40.00			1
9/27/2011	10/5/2011	2011CV578SC	Star Valley Veterinary Clinic, PC	Alex Griego	Alex Griego	\$40.00	748372	Payson Regional Justice Court	0
		Civil Complaint	Alex Griego	608 W. Longhorn Payson, AZ 85541	400 W. Longhorn Payson, AZ 85541	\$40.00			2

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/27/2011	9/28/2011	2011CV642FD	BKS Investments, LLC dba Country Meadows	Joe Duffy	Joe Duffy	\$66.00	748373/1841	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Joe Duffy	4230 N. Highway 87, #14 Pine, AZ 85544	4230 N. Highway 87, #14 Pine, AZ 85544	\$66.00			1
9/27/2011	9/28/2011	2011CV604FD	Nancy C. Edwards	Robert Papke & Lou Papke	Robert Papke & Lou Papke	\$77.00	748374/987	Payson Regional Justice Court	0
		Writ Of Restitution	Robert Papke & Lou Papke	1003 S. Mariposa Payson, Az 85541	1003 S. Mariposa Payson, Az 85541	\$77.00			1
9/28/2011	9/30/2011	CC2011-158955RC	Presstec Inc. dba/Presstek/Abdick	Joseph Trayer & "Jane Doe" Trayer	Joseph Trayer	\$40.00	44807	Desert Ridge Justice Court	0
		Summons & Complaint	Joseph Trayer & "Jane Doe" Trayer	203 E. Highway 260 Payson, AZ 85541	203 E. Highway 260 Payson, AZ 85541	\$40.00			1
9/28/2011	9/30/2011	CC2011-158955RC	Presstec Inc. dba/Presstek/Abdick	Jane Doe Trayer	Unserved	\$24.00	44913	Desert Ridge Justice Court	0
		Summons & Complaint	Joseph Trayer & "Jane Doe" Trayer	203 E. Highway 260 Payson, AZ 85541		\$24.00			1
9/28/2011	9/28/2011	2011CV000643IH	Jeff Johnson	Steven Conley	Steven Conley	\$40.00	748375	Payson Regional Justice Court	0
		Injunction Against Harassment	Steven Conley	260 W. Kings Drive East Verde Estates Payson, AZ 85541	260 W. Kings Drive East Verde Estates Payson, AZ 85541	\$40.00			1
9/28/2011	9/30/2011	NONE	Prest Realty	Troy Miller Anne Miller	Troy Allen Miller	\$40.00	748376/9193		0
		Notice To Vacate	Troy Miller Anne Miller	906 Coeur D'Alene Payson, AZ 85541	400 W. Main Street Payson, AZ 85541	\$40.00			1
9/29/2011	9/29/2011	2011CV639FD	Maurnez Apartments	Joseph Bayless	Joseph Bayless	\$46.00	200971	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Joseph Bayless	110 W. Airport Road, #15 Payson, AZ 85541	110 W. Airport Road, #15 Payson, AZ 85541	\$46.00			1
9/29/2011	9/30/2011	2009DO0366	Sandra Roberts	Sandra Roberts	Sandra Roberts	\$56.00	#748377	Gila County Superior Court	0
		Petition To Modify Child Support Order (Simplified Process)	Tyler James. Alexander	73 Milky Way Star Valley, AZ 85541	200 E. Highway 260 Payson, AZ 85541	\$56.00			1
9/29/2011		2011CV645IH	Mark Wayne Zerby	Kathleen Mensch		\$40.00	748378	Payson Regional Justice Court	0
		Injunction Against Harassment	Kathleen Mensch	805 S. Coeur Dalene Lane Payson, AZ 85541		\$40.00			0
9/30/2011	10/3/2011	N/A	Bank of America, N.A.	Michael D. Engle & all other occupants	Posted-front door	\$61.20	5726	N/A	0
		Notice Requiring Delivery Of Possession Of Premises	Michael D. Engle & all other occupants	8 Buggy Wheel Court Payson, AZ 85541	8 Buggy Wheel Court Payson, AZ 85541	\$61.20			1
9/30/2011	10/5/2011	CV2009-001261	Diana Glazer, et al	Robert I. Bleyl, Ph.D., P.E.	Robert I. Bleyl, Ph.D., P.E.	\$40.00	26749	Superior Court of Maricopa County	0
		Subpoena	State of Arizona, et al	273 E. Highline Drive Star Valley, AZ 85541	273 E. Highline Drive Star Valley, AZ 85541	\$40.00			2

PAYSON REGIONAL CONSTABLE

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9/1/2011	9/1/2011	2011CV582-OP Order Of Protection	Heather Hardman Bobby Lynn Hardman	Bobby Lynn Hardman 108 W Main Street Payson, AZ 85541	Bobby Lynn Hardman 108 W Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/1/2011	9/2/2011	2011CR0401 Summons	State of Arizona Michael Edward Bilyeu	Michael Edward Bilyeu 311 E Juniper Street Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 2
9/1/2011	9/2/2011	2011CR000449 Summons & Complaint	State of Arizona Marla Haskins	Marla Haskins 1103 W Crestview Payson, AZ 85541	Barara Thacker 1103 W Crestview Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/1/2011	9/6/2011	2011CR000451 Summons & Complaint	State of Arizona Justin Medina	Justin Medina 1144 E Ranch Road Payson, AZ 85541	Justin Medina 1144 E Ranch Road Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 3
9/1/2011	9/2/2011	2011CR000452 Summons & Complaint	State of Arizona Charles Rogers	Charles Rogers 4869 German Ranch Road Strawberry, AZ 85544	Charles Rogers 4869 German Ranch Road Strawberry, AZ 85544	\$0.00 \$0.00		Payson Regional Justice Court	0 2
9/1/2011	9/2/2011	2011CR012365 Summons & Complaint	State of Arizona Jessica Martin	Jessica Martin 2900 W Graff Road Payson, AZ 85541	Rosa Faulkner 2900 W Graff Road Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
9/1/2011	9/2/2011	2010JV151 Subpoena	State of Arizona Mercedeze Nichole Campbell	Gila County Probation Department, Ofc. Daniel Prather 714 S. Beeline Highway Payson, AZ 85541	Gila County Probation Department Clipboard 714 S Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/1/2011	9/2/2011	2010JV151 Subpoena	State of Arizona Mercedeze Nichole Campbell	Gila County Probation Department (Retired), Linda Isban 714 S. Beeline Highway Payson, AZ 85541	Gila County Probation Department (Retired), Linda Isban 3933 E Highway 260, Space #28 Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/2/2011	9/2/2011	2011CV000584 Order Of Protection	Rachel Tenney Andrew Jacob Gurule	Andrew Jacob Gurule 108 W Main Street Payson, AZ 85541	Andrew Jacob Gurule 108 W Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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9/2/2011	9/2/2011	2011JV104 Petition 2011-1	State of Arizona	minor c/o Jay Wilkins, father 33 N Lakeshore Road Payson, AZ 85541	Jay Wilkins 300 N. Lakeshore Payson, AZ 85541	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	minor			\$0.00			1
9/2/2011	9/7/2011	2011TR2011	State of Arizona	Karalyne Elston	Karalyne Elston	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Payson Regional Medical Center 807 S Ponderosa Street Payson, AZ 85541	1405 Pettel Lane Payson, AZ 85541	\$0.00			4
9/2/2011	9/6/2011	2011TR1513	State of Arizona	Tammy Robinson	Tammy Robinson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sunny Rae Jolie	Payson Regional Medical Center 807 S Ponderosa Street Payson, AZ 85541	Payson Regional Medical Center 807 S Ponderosa Street Payson, AZ 85541	\$0.00			2
9/2/2011	9/2/2011	2011TR901	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR012423	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Paul Borchers	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR901	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR901	State of Arizona	DPS Crime Lab, Andrea Buller, Criminalist	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	Department of Public Safety Crime Lab Phoenix, AZ	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR1513	State of Arizona	Laura Mueller, Criminalist	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sunny Rae Jolie	Department Of Public Safety Payson Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR1513	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sunny Rae Jolie	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR002429	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Frank Marquez	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2011	9/9/2011	2011TR2011	State of Arizona	Tonto Apache Tribal Police/K-9, Officer C. Garcia	Tonto Apache Tribal Police/K-9, Officer C. Garcia	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Tonto Apache Tribal Police Payson, AZ 85541	Tonto Apache Tribal Police Payson, AZ 85541	\$0.00			1
9/2/2011	9/9/2011	2011TR2011	State of Arizona	Tonto Apache Tribal Police, Ofc. W. Burdette	Tonto Apache Tribal Police, Ofc. W. Burdette	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	TAR, Highway 87 Payson, AZ 85541	TAR, Highway 87 Payson, AZ 85541	\$0.00			1

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9/2/2011	9/9/2011	2011TR2011	State of Arizona	Mazatzal Hotel Casino Security, Chris Pacino	Mazatzal Hotel Casino Security, Chris Pacino	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Mazatzal Hotel Casino Security Payson, AZ 85541	Mazatzal Hotel Casino Security Payson, AZ 85541	\$0.00			2
9/2/2011	9/2/2011	2011TR901	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011CR000354	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Estrada	801 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR002512	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Nicholas Larsen	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR002513	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Phillip Moseley	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/2/2011	9/2/2011	2011TR002279	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Adam Lavazza	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/6/2011	9/6/2011	2010CR317	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	Scott Sheldon Worthem	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/6/2011	9/6/2011	2010CR317	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	Scott Sheldon Worthem	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/6/2011	9/6/2011	2011CV598	Catherine Rose Ottinger	Gregory Porter	Gregory Porter	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Gregory Porter	108 W Main Street Payson, Az 85541	108 W Main Street Payson, Az 85541	\$0.00			1
9/6/2011	9/7/2011	2011DO00237	Steve Rogers	Shelly Rogers	Shelly Rogers	\$0.00		Gila County Superior Court	0
		Order Of Protection	Shelly Rogers	2106 N Pratt Circle Payson, AZ 85541	Precision Intricast 1323 W Red Baron Road Payson, AZ 85541	\$0.00			1
9/9/2011	9/9/2011	2011CR462	State of Arizona	Jerry Michael Morris	Jerry Michael Morris	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Jerry Michael Morris	299 S. Tatum Trail Payson, AZ 85541	1400 S. Beeline Highway Payson, AZ 85541	\$0.00			1
9/9/2011	9/9/2011	2011CR0400	State of Arizona	Michael Richard Edwards, Jr.	Michael Richard Edwards, Jr.	\$0.00		Gila County Superior Court	0
		Summons	Michael Richard Edwards, Jr.	601 E. Lorene Street Payson, AZ 85541	601 E. Lorene Street Payson, AZ 85541	\$0.00			1
9/9/2011	9/9/2011	2011CR0399	State of Arizona	Michael Richard Edwards, Jr.	Michael Richard Edwards, Jr.	\$0.00		Gila County Superior Court	0
		Summons	Michael Richard Edwards, Jr.	601 E. Lorene Street Payson, AZ 85541	601 E. Lorene Street Payson, AZ 85541	\$0.00			1

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9/9/2011	9/9/2011	2011TR906	State of Arizona	Payson Police Department, Ofc. J Johnson	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Weston Michael Murray	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/9/2011	9/12/2011	2011CR282	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/9/2011	9/12/2011	2011CR282	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/9/2011	9/12/2011	2011CR282	State of Arizona	James H. Brown, IV	James H. Brown, IV	\$0.00		Payson Regional Justice Court	0
		Subpoena	James H. Brown, IV	3588 S. Forest Service Road 184 Rye, AZ 85541	3588 S. Forest Service Road 184 Rye, AZ 85541	\$0.00			1
9/9/2011	9/19/2011	2011CR282	State of Arizona	Sherman "Colby" Wagstaff	Unserved	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	854 Tonto Basin Tonto Basin, AZ 85553		\$0.00			4
9/12/2011	9/14/2011	2011CR12244	State of Arizona	Markus Loosli	Markus Loosli	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenny Gongaware	203 S. Aspen Lane Payson, AZ 85541	203 S. Aspen Lane Payson, AZ 85541	\$0.00			1
9/12/2011	9/14/2011	2011CR1244	State of Arizona	Morgan Marie Green	Morgan Marie Green	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenny Gongaware	2118 N. Florence Road Payson, AZ 85541	2118 N. Florence Road Payson, AZ 85541	\$0.00			2
9/12/2011	9/12/2011	2011CR12244	State of Arizona	Payson Police Department, Officer J. Johnson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenny Gongaware	Payson Police Department 303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/12/2011	9/12/2011	2011CR12244	State of Arizona	PPD, Officer McDonough	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenny Gongaware	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/12/2011	9/16/2011	2011CR12177	State of Arizona	Ashley Jacquelynn Marie Blount	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony James Blount	1009 W. Longhorn Road Payson, AZ 85541		\$0.00			5
9/12/2011	9/12/2011	2011CR12177	State of Arizona	Payson Police Department, Sgt. Ofc. J. Varga	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony James Blount	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/12/2011	9/12/2011	2011CR12177	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony James Blount	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/12/2011	9/14/2011	2011CR1220	State of Arizona	Anthony J. Harrold	Anthony J. Harrold	\$0.00		Payson Magistrate Court	0
		Subpoena	Dallas Jacob Mitchell	71 N. Emmet's Way Star Valley, AZ 85541	71 N. Emmet's Way Star Valley, AZ 85541	\$0.00			2

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9/12/2011	9/14/2011	2011CR12220	State of Arizona	Mindy Elaine Jordan	Mindy Elaine Jordan	\$0.00		Payson Magistrate Court	0
		Subpoena	Dallas Jacob Mitchell	401 E. McKamey Street Payson, AZ 85541	807 S. Ponderosa Street Payson, AZ 85541	\$0.00			1
9/12/2011	9/12/2011	2011CR12220	State of Arizona	Payson Police Department, Sgt. Ofc. J. Varga	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Dallas Jacob Mitchell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/12/2011	9/12/2011	2011CR12220	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Dallas Jacob Mitchell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/13/2011	9/13/2011	2011TR012445	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	William Sweatt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/13/2011	9/14/2011	2011TR002561	State of Arizona	Department of Public Safety, Ofc. H. Thomason	Department of Public Safety, Ofc. H. Thomason	\$0.00		Payson Magistrate Court	0
		Subpoena	Brandon Taber	DPS Clipboard-Payson ,	DPS Clipboard-Payson ,	\$0.00			1
9/14/2011	9/14/2011	2011CV000610	Tamara L. Rice	Justin Shuman	Justin Shuman	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Justin Shuman	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
9/14/2011	9/15/2011	2011CV000613	Corianne Willadean Sweatt	Clinton Carl Gimlen	Clinton Carl Gimlen	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Clinton Carl Gimlen	1506 N. Mitchell Drive Payson, AZ 85541	1506 N. Mitchell Drive Payson, AZ 85541	\$0.00			1
9/15/2011	9/16/2011	CP1012-004	Gila County Community Development Department c/o Margie Chapman	Rickie Paul Wood & Nelly Jean Golslin	Posted-front door	\$0.00			0
		Judgment	Rickie Paul Wood & Nelly Jean Golslin	326 S. River Road Lot 28 Gisela, AZ 85541	326 S. River Road Lot 28 Gisela, AZ 85541	\$0.00			1
9/15/2011	9/16/2011	2010JV126-Petition 2011-1	State of Arizona	minor c/o Woderek Yazzie, Brother	minor c/o Woderek Yazzie, Brother	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	minor	105 E. Mains Street, #224 Payson, AZ 85541	105 E. Mains Street, #224 Payson, AZ 85541	\$0.00			1
9/15/2011	9/19/2011	2007JV136 Petition 2011-1	State of Arizona	minor Lynell Waterman, friend c/o Jamie Burdette, mother	Jamie Burdette	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	, minor	Tonto Apache Reservation #3 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			2
9/15/2011	9/22/2011	2011JV00103-Petition 2011-1	State of Arizona	minor Rod Hood, step father c/o Linda Smith, mother	Linda K. Smith	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	minor	2012 N. Fredanovich Circle Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			6
9/15/2011	9/16/2011	2011JV00104-Petition 2011-1	State of Arizona	minor c/o Cynthia Spicer, mother	Cynthia Ann Spicer	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	minor	502 E. Luke Drive Payson, AZ 85541	502 E. Luke Drive Payson, AZ 85541	\$0.00			1

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9/15/2011	9/16/2011	2011JV00106-Petition 2011-1	State of Arizona	[redacted] minor c/o Monica Paredes, mother	Monica Paredes, mother	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	16557 N. Highway 87 Rye, AZ 85541	Rye Trailer RV Park #12 Rye, AZ 85541	\$0.00			1
9/15/2011	9/19/2011	2011JV00107-Petition 2011-1	State of Arizona	[redacted] minor c/o Teresa Sellis, mother	Teresa Sellis	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	400 E. Phoenix Street Payson, AZ 85541	400 E. Phoenix Street Payson, AZ 85541	\$0.00			1
9/16/2011	9/16/2011	2011JV000617	Chuck Hampshire	Vicki Hampshire	Vicki Hampshire	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Vicki Hampshire	8569 Buffalo Road, Lot 10 Strawberry, AZ 85544	8569 Buffalo Road, Lot 10 Strawberry, AZ 85544	\$0.00			1
9/16/2011	9/16/2011	2011CV000616-OP	Chuck Hampshire	Dan Hampshire	Dan Hampshire	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Dan Hampshire	8569 Buffalo Road, Lot 10 Strawberry, AZ 85544	8569 Buffalo Road, Lot 10 Strawberry, AZ 85544	\$0.00			1
9/16/2011	9/16/2011	2011CV000619	Kortney Johnson	Lance Gullett	Lance Gullett	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Lance Gullett	300 W. Frontier Street, #42 Payson, AZ 85541	Green Valley Park ,	\$0.00			1
9/16/2011	9/19/2011	2011JV069	State of Arizona	Payson Police Department, Detective Les Barr	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	PAYSON POLICE DEPARTMENT 303 N. BEELINE HIGHWAY PAYSON, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/16/2011	9/19/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/16/2011	9/19/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/16/2011	9/26/2011	2011JV069	State of Arizona	Rachel Katherynn Belen	Unserved	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	105 E. Main Street #212 Payson, AZ 85541		\$0.00			2
9/16/2011	9/22/2011	2011JV069	State of Arizona	Anne Cloudman	Anne Cloudman	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	804 S. Coeur D Alene Lane, 11 YOA Payson, AZ 85541	804 S. Coeur D Alene Lane, 11 YOA Payson, AZ 85541	\$0.00			1
9/16/2011	9/22/2011	2011JV069	State of Arizona	Deborah Cloudman	Deborah Cloudman	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	804 S. Coeur D Alene Lane Payson, AZ 85541	804 S. Coeur D Alene Lane Payson, AZ 85541	\$0.00			1
9/16/2011	9/19/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. M. Hillegas	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/16/2011	9/19/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	[redacted] minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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9/16/2011	9/17/2011	2011CV00620	Vicki Hampshire	Chuck Hampshire	Chuck Hampshire	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Chuck Hampshire	4761 Pine Lane Pine, AZ 85544	4761 Pine Lane Pine, AZ 85544	\$0.00			1
9/19/2011	9/19/2011	2011CV00621	Guadalupe Jacobo	Jose Zermeno	Jose Zermeno	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jose Zermeno	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/19/2011		2011TR906	State of Arizona	Matthew Dixon		\$0.00		Payson Regional Justice Court	0
		Subpoena	Weston Michael Murray	2601 W. Graff Drive Payson, AZ 85541		\$0.00			0
9/19/2011	9/23/2011	2011TR906	State of Arizona	Jack Learch	Jack Learch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Weston Michael Murray	2601 W. Nicklaus Drive Payson, AZ 85541	2601 W. Nicklaus Drive Payson, AZ 85541	\$0.00			2
9/19/2011	9/19/2011	2010443	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	Bonnie Lynn Huffman aka Bonnie Lynn McCraney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/19/2011	9/23/2011	2011CR452	State of Arizona	Michael Anthony Madison	Karen Meredith	\$0.00		Gila County Superior Court	0
		Summons	Michael Anthony Madison	436 Baker Ranch Road Young, AZ 85554	436 Baker Ranch Road Young, AZ 85554	\$0.00			1
9/19/2011	9/20/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/19/2011	9/20/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/19/2011	9/20/2011	2011JV069	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/20/2011	9/22/2011	GC- Parcel 302-41-105D	Town of Payson - Community Development Department	Randal W. Beene	Posted - on the fifth wheel	\$0.00		N/A	0
		Zoning Violation	Randal W. Beene	1507 N. Wright Circle Payson, AZ 85541	1507 N. Wright Circle Payson, AZ 85541	\$0.00			1
9/21/2011		2011CR12270	State of Arizona	Ricardo Talley		\$0.00		Payson Magistrate Court	0
		Subpoena	Ricardo Talley	118 W. Aero Apt. #1 Payson, AZ 85541		\$0.00			0
9/21/2011	9/23/2011	2011CR12164	State of Arizona	Ellen Hamilton	Ellen Hamilton	\$0.00		Payson Magistrate Court	0
		Subpoena	William Lewis Burge, Jr.	Wal-Mart 300 N. Beeline Highway Payson, AZ 85541	1111 Moonlight Drive Star Valley, AZ 85541	\$0.00			1
9/21/2011	9/22/2011	2011CR12164	State of Arizona	Tami Levendoski	Tami Levendoski	\$0.00		Payson Magistrate Court	0
		Subpoena	Tami Levendoski	WalMart 300 N. Beeline Highway Payson, AZ 85541	WalMart 300 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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9/21/2011	9/21/2011	2011CR12164	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Tami Levendoski	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/26/2011	2011CR12255	State of Arizona	Markus Loosli	Markus Loosli	\$0.00		Payson Magistrate Court	0
		Subpoena	Morgan Marie Green	203 S. Aspen Lane Payson, AZ 85541	203 S. Aspen Lane Payson, AZ 85541	\$0.00			3
9/21/2011	9/26/2011	2011CR12255	State of Arizona	Kenneth Gongaware	Kenneth Gongaware	\$0.00		Payson Magistrate Court	0
		Subpoena	Morgan Marie Green	2118 N. Florence Road Payson, AZ 85541	203 S. Aspen Payson, AZ 85541	\$0.00			3
9/21/2011	9/21/2011	2011CR12255	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Morgan Marie Green	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/21/2011	2011CR12255	State of Arizona	PPD, Officer McDonough	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Morgan Marie Green	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/29/2011	2011CR12204	State of Arizona	Alexander Richmond	Unserved	\$0.00		Payson Regional Justice Court	0
		Subpoena	Kyle Matthew Wescom	105 E. Main Street, #211 Payson, AZ 85541		\$0.00			4
9/21/2011	9/22/2011	2011CR12204	State of Arizona	Richard Lewis Kehner	Richard Lewis Kehner	\$0.00		Payson Magistrate Court	0
		Subpoena	Kyle Matthew Wescom	105 E. Main Street, #112 Payson, AZ 85541	105 E. Main Street, #112 Payson, AZ 85541	\$0.00			1
9/21/2011	9/21/2011	2011CR12204	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Kyle Matthew Wescom	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/22/2011	2011TR002046	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Melody Streit	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/21/2011	9/22/2011	2011TR002561	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Brandon Taber	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/21/2011	9/21/2011	2011TR012473	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Mirisa A. Cline	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/21/2011	2011TR012445	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena Trial Reset	William Sweatt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/21/2011	9/21/2011	2011TR012459	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles Sullivan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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9/21/2011	9/22/2011	2011TR012473 Subpoena	State of Arizona Mirisa A. Cline	Cole Herrera 603 St. Phillips Payson, AZ 85541	Cole Herrera 800 N. Beeline Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 0
9/21/2011	9/23/2011	2011TR012473 Subpoena	State of Arizona Mirisa A. Cline	Tiffany Troung 603 N. Wildemess Payson, AZ 85541	Tiffany Troung 800 W. Airport Road Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
9/21/2011	9/22/2011	2011CV630-OP Order Of Protection	Jennifer Flores Miguel Samarripas	Miguel Samarripas 208 E. Cherry Street Payson, AZ 85541	Miguel Samarripas 208 E. Cherry Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 0
9/22/2011	9/26/2011	2011JV064-Petition 2011-2 Notice To Appear; Petition	State of Arizona [redacted] minor	[redacted] minor c/o Donese E. Manning, Grandmother 1008 N. Gila Drive Payson, AZ 85541	Donese E. Manning 1008 N. Gila Drive Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
9/22/2011	9/26/2011	2010JV053-Petition 2011-1 Notice To Appear; Petition	State of Arizona [redacted] minor c/o Noele L. Gingry, mother	[redacted] minor c/o Noele L. Gingry, mother 204 S. Colcord Road, #A Payson, AZ 85541	Noele Lyn Gingry, Mother 204 S. Colcord Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
9/23/2011	9/23/2011	FN2009-001943 Order Of Protection	Michelle Rosecrans Andrew Jacob Gurule	Andrew Jacob Gurule Community Bridges 803 W. Main Street Payson, AZ 85541	Andrew Jacob Gurule Community Bridges 803 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court of Maricopa County	0 1
9/23/2011	9/23/2011	FN2011092979 Order Of Protection	Jody Thornton Andrew Jacob Gurule	Andrew Jacob Gurule Community Bridges 803 W. Main Street Payson, AZ 85541	Andrew Jacob Gurule Community Bridges 803 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court of Maricopa County	0 1
9/23/2011	9/26/2011	2011CR12259/12260 Subpoena	State of Arizona Jeremy Clinton Bishop Terrie Lynn Melton	Payson Police Department, Ofc. J. Davies 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/23/2011	9/26/2011	2010CR12480 Subpoena	State of Arizona Sarah Naomi Resseguel	Payson Police Department, Ofc. M. Hansen 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/23/2011	9/26/2011	2010CR12480 Subpoena	State of Arizona Sarah Naomi Resseguel	Payson Police Department, Ofc. B. Watson 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/23/2011		2010CR12480 Subpoena	State of Arizona Sarah Naomi Resseguel	Alexander Richmond 105 E. Main Street, #211 Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
9/23/2011	9/26/2011	2011CR12308 Subpoena	State of Arizona Richard Edward Battle	Payson Police Department, Ofc. J. LaManna 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1

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9/23/2011	9/26/2011	2011CR12308	State of Arizona	Sheree Kay Schmidt	Sheree Kay Schmidt	\$0.00		Payson Magistrate Court	0
		Subpoena	Richard Edward Battle	301 E McKamey Street Payson, AZ 85541	301 E McKamey Street Payson, AZ 85541	\$0.00			2
9/23/2011	9/23/2011	2011CR12290	State of Arizona	Colton Bud Morris	Colton Bud Morris	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenneth Robert Gibson	118 W. Aero Dr #2 Payson, AZ 85541	118 W. Aero Dr #2 Payson, AZ 85541	\$0.00			1
9/23/2011	9/26/2011	2011CR12290	State of Arizona	Rachel Katherynn Belen	Unservd	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenneth Robert Gibson	105 E. Main Street #212 Payson, AZ 85541		\$0.00			2
9/23/2011	9/26/2011	2011CR12290	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Kenneth Robert Gibson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/23/2011	9/26/2011	2011CR12290	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Payson Police Department, Ofc. M. Hansen	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/23/2011		2010CR636	State of Arizona	Jesse Ray Belcher		\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	7611 N. Banada Mesa del Caballo Payson, AZ 85541		\$0.00			0
9/23/2011	10/3/2011	2010CR636	State of Arizona	[REDACTED] minor c/o Jay Wilkins, father	Jay Wilkins	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	300 N. Lakeshore Payson, AZ 85541	300 N. Lakeshore Payson, AZ 85541	\$0.00			1
9/23/2011	9/29/2011	2010CR636	State of Arizona	Gila County Probation Department, Mark Joerns	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	714 S. Beeline Highway Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/23/2011	10/3/2011	2010CR636	State of Arizona	Chasing A Dream Outfitters, Jeremy Ulmer	Chasing A Dream Outfitters, Jeremy Ulmer	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	612 S. Beeline Highway Payson, AZ 85541	612 S. Beeline Highway Payson, AZ 85541	\$0.00			3
9/23/2011		2010CR636	State of Arizona	[REDACTED] minor c/o Margaret A. Bullard, mother		\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	161 Midway Payson, AZ 85541		\$0.00			0
9/23/2011	9/28/2011	2010CR636	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/26/2011	9/28/2011	2011CV627-IH	Kyrie Brown	Kyrie Brown	Kyrie Brown	\$0.00		Payson Regional Justice Court	0
		Hearing Order for Injunction Against Harassment	Scott Michael Sullivan	1156 S. FS #184 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			2
9/26/2011	9/26/2011	2011DO00371	Annie Miller	Troy Allen Miller	Troy Allen Miller	\$0.00		Gila County Superior Court	0
		Order Of Protection	Troy Allen Miller	906 S. Coeur D Alene Lane Payson, AZ 85541	906 S. Coeur D Alene Lane Payson, AZ 85541	\$0.00			2

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9/27/2011	9/28/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Laura Cronk 6445 W. Bradshaw Drive Pine, AZ 85544	Laura Cronk 1106 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	9/29/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Mary Jane Rogers, c/o Hospice Compassus 511 S. Mud Springs Road Payson, AZ 85541	Mary Jane Rogers, c/o Hospice Compassus 511 S. Mud Springs Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	10/3/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Dr. David Glow 1701 W. Riley Road Payson, AZ 85541	Dr. David Glow 1701 W. Riley Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	10/3/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Krystal E. Klabbatz 448 Tonto Creek Shores Gisela, AZ 85541	Krystal E. Klabbatz 448 Tonto Creek Shores Gisela, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	9/28/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Payson Police Department, Ofc. Michael McAnerny 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	9/28/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Payson Police Department, Detective M. Varga 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	9/28/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Payson Police Department, Detective M. Van Camp 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011		2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541		\$0.00 \$0.00		Gila County Superior Court	0 0
9/27/2011	9/28/2011	2011CR340 Subpoena	State of Arizona Julie Ann Crosser	GCSO, Jacob Delecki 801 W Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/27/2011	9/28/2011	2011CR340 Subpoena	State of Arizona Julie Ann Crosser	GCSO, Deputy M. Havey 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/27/2011	10/3/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Joseph Waszak 171 N. Lees Way Oxbow Estates Payson, AZ 85541	Joseph Waszak 171 N. Lees Way Oxbow Estates Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	10/3/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Cassie Shepherd 240 N. Deer Creek Drive Deer Creek Village, AZ 85541	Cassie Shepherd 240 N. Deer Creek Drive Deer Creek Village, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/27/2011	9/29/2011	2010599 Subpoena	State of Arizona Michael P. Lowe, M.D.	Tom Russell 620 E. Highway 260, Suite B-1 Payson, AZ 85541	Tom Russell 1704 W. Bonita Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1

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9/27/2011	9/29/2011	2010599	State of Arizona	Brenda Carnes-Miller	Brenda Carnes-Miller	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	319 S. Lion Springs Road Payson, AZ 85541	319 S. Lion Springs Road Payson, AZ 85541	\$0.00			1
9/27/2011		2010599	State of Arizona	Phyllis Ellstrom		\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	813 W. Pinto Circle Payson, AZ 85541		\$0.00			0
9/27/2011	9/29/2011	2010599	State of Arizona	Inga Deveaux	Inga Deveaux	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	949 W. Ensenada Lane Payson, AZ 85541	949 W. Ensenada Lane Payson, AZ 85541	\$0.00			2
9/27/2011	9/29/2011	2010599	State of Arizona	Kathleen Hughes	Kathleen Hughes	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	610 S. Joy Drive Payson, AZ 85541	Corner of Colcord and Longhorn ,	\$0.00			1
9/27/2011	9/29/2011	2010599	State of Arizona	Barbara Thompson	Barbara Thompson	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	918 S. Mud Springs Road Payson, AZ 85541	918 S. Mud Springs Road Payson, AZ 85541	\$0.00			1
9/27/2011	9/29/2011	2010599	State of Arizona	Tom Hughes	Tom Hughes	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	608 E. Continental Drive Payson, AZ 85541	603 E. Continental Drive Payson, AZ 85541	\$0.00			1
9/27/2011	9/28/2011	2010599	State of Arizona	Linda Raudebaug	Linda Raudebaug	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	P.O. Box 171 Pine, AZ 85544	P.O. Box 171 Pine, AZ 85544	\$0.00			1
9/27/2011	9/29/2011	2010599	State of Arizona	Patty Kaufman	Patty Kaufman	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	202 W. Frontier Street Payson, AZ 85541	300 N. Beeline Highway Payson, AZ 85541	\$0.00			2
9/27/2011	9/29/2011	2010599	State of Arizona	Lois J. Atkin	Lois J. Atkin	\$0.00		Gila County Superior Court	0
		Subpoena	Michael P. Lowe, M.D.	1003 N. Carefree Circle Payson, AZ 85541	1003 N. Carefree Circle Payson, AZ 85541	\$0.00			2
9/27/2011	9/28/2011	2011TR002823	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Adam DeNuzzi	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/27/2011	9/28/2011	2011TR002791	State of Arizona	GCSO, Sgt. John France	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Lionel Veroine	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/27/2011	9/28/2011	2011TR012459	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Charles William Sullivan, Jr.	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/28/2011	9/28/2011	11P4415313	Holly S. Carter	Theresa McCarville	Theresa McCarville	\$0.00		Phoenix Municipal Court	0
		Order Of Protection	Theresa McCarville	258 Saddleback Road Tonto Basin, AZ 85553	1400 S. Beeline Highway Payson, AZ 85541	\$0.00			2

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9/28/2011	9/28/2011	2011CV000644-OP Order Of Protection	Debra Turner Rusty Lee Brooner	Rusty Lee Brooner 209 S. Ponderosa Street, #13 Payson, AZ 85541	Rusty Lee Brooner 209 S. Ponderosa Street, #13 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/28/2011	9/29/2011	2011CR12270 Subpoena	State of Arizona Robert Eugene Givens, Jr.	Payson Police Department, Ofc. B. Hoffman 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/28/2011		2011CR12270 Sentencing	State of Arizona Robert Eugene Givens, Jr.	Barbara Kathleen Supplee 118 W. Aero Drive #4 Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
9/28/2011		2011CR12270 Subpoena	State of Arizona Robert Eugene Givens, Jr.	Ricardo Talley 118 W. Aero Apt. #1 Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
9/28/2011	9/29/2011	2011TR12256 Subpoena	State of Arizona Jean Stull Call	Payson Police Department, Ofc. J. Davies 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/28/2011	9/30/2011	2011TC012031 Summons	State of Arizona c/o Dwayne Wallace Amick, parent	[REDACTED], c/o Dwayne Wallace Amick, parent 912 W. Saddle Lane Payson, AZ 85541	Kayshe Amick 912 W. Saddle Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/28/2011	9/30/2011	2011TC12030 Summons	State of Arizona Cesilia Mendibles	Cesilia Mendibles 1506 E. Cedar Lane Payson, AZ 85541	Louis Mendibles 1506 E. Cedar Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/28/2011	10/3/2011	2009TR2969 2007CR344 Order To Show Cause	State of Arizona Walter Joseph Micolites	Walter Joseph Micolites 190 N. Cornerstone Way, #36 Star Valley, AZ 85541	Walter Joseph Micolites 190 N. Cornerstone Way, #36 Star Valley, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
9/29/2011	10/2/2011	2011CR133 Subpoena	State of Arizona Jessica Lee Cloudt	GCSO, Deputy T. Buckner GCSO, 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/29/2011	10/2/2011	2011CR381 Subpoena	State of Arizona Fremont (Monte) Robertson	GCSO, Deputy M. Havey 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/29/2011	10/2/2011	2011CR324 Subpoena	State of Arizona Robert Howard McNabb	GCSO, Deputy R. Vaughn 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/29/2011	9/30/2011	2011TR1645 Subpoena	State of Arizona Seth William Seidel	Payson Police Department, Sgt.Ofc. J. Varga 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/29/2011	10/3/2011	2011TR1645 Subpoena	State of Arizona Seth William Seidel	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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9/29/2011	10/3/2011	2011CR381	State of Arizona	Jack Day	Jack Day	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) Robertson	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	\$0.00			1
9/29/2011		2011CR324	State of Arizona	Bradford J. Cole		\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Howard McNabb	6306 W. Hardscrabble Road Pine, AZ 85544		\$0.00			0
9/29/2011		2011CR324	State of Arizona	Michael Freeman		\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Howard McNabb	203 E. Forest Drive Apt. 7 Payson, AZ 85541		\$0.00			0
9/29/2011		2011TR1645	State of Arizona	Norman E. Meyer		\$0.00		Payson Regional Justice Court	0
		Subpoena	Seth William Seidel	121 E. Utter Way Tonto Basin, AZ 85553		\$0.00			0
9/29/2011	10/2/2011	2011TR1645	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Seth William Seidel	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/29/2011	10/2/2011	2011TR1645	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Seth William Seidel	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/29/2011	10/2/2011	2011TR1645	State of Arizona	GCSO, Deputy K. Baltz	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Seth William Seidel	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

MILEAGE FOR THE MONTH SEPT. 2011

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
9/1	32		0	
9/2	22		132	
9/6	32		50	
9/7	40		57	
9/8	30		0	
9/9	32		42	
9/12	30		92	
9/13	32		0	
9/14	36		83	
9/15	43		0	
9/16	0		168	
9/19	34		106	
9/20	15		0	
9/21	28		0	
9/22	34		110	
9/23	0		135	
9/26	0		77	
9/27	0		0	
9/28	0		143	
9/29	138		0	
9/30	0		32	
DAYS	578		1227	

**Total Miles Driven By
The Constable's Office**

1805

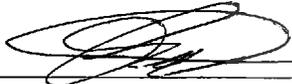
Month 2011

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE October

GRANT # _____
 DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061
 REMITTING DEPT Payson Regional Constable
 SERVICE RENDERED Constable Ethics, Standards & Training Board
Writ Fees Collected

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund - Fees collected for writs served for the month of September 2011 1 @ \$500 / each reference our check # 2273 dated 10/6/11	\$ 5 00
		\$5 00

Authorized Signature  3270 Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____
 TREASURER 98319

PAYSON CONSTABLE
 108 W. MAIN ST. 928-474-3844
 PAYSON, AZ 85541

2273
 91-627/1221 6128
 0703680464

DATE 10/6/11

PAY TO THE ORDER OF Gila County Treasurer \$ 500
Five and no/100 DOLLARS

FOR Writ fees collected for September 2011  3270

⑈0000002273⑈ ⑆122105278⑆ 0703680464⑈

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE October

GRANT # _____
 DEPOSIT TO FUND Gila County Treasurer FUND # _____
 REMITTING DEPT Payson Regional Constable
 SERVICE RENDERED Service fees collected for the month of September, 2011

Account Code	Revenue Description	Amount
1005-324-3405-86	Service fees collected from September 1, 2011 to September 30, 2011 from the Payson Regional Constable.	\$2,400.45
X-1005-01-32400-4614		
	Reference our check # 2274 dated 10/6/11	
		\$2,400.45



Payson Regional
Constable #324

Authorized Signature _____

Title _____

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98321

PAYSON CONSTABLE 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		2274 91-527/1221 6128 0703630454
PAY TO THE ORDER OF <u>Gila County Treasurer</u>		DATE <u>10/6/11</u>
<u>Two thousand four hundred and 45/100</u>		\$ 2,400.45
DOLLARS		
FOR <u>Service fees collected for month of Sept 2011</u>		
"0000002274" 122105278 0703680454		

ARF-922

5- H

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Globe Regional Justice Court Report for September 2011

Period:

Submitted For: Mary Navarro

Submitted By: Mary Navarro,
Superior Court

Information

Subject

Globe Regional Justice Court's Report for September 2011

Suggested Motion

Approval of the September, 2011 monthly departmental activity report submitted by the Globe Regional Justice Court

Attachments

[Globe Regional Justice Court Report for 09/11](#)

[Globe Regional Justice Court report for 09/11](#)

[Globe Regional Justice Court report for 09/11](#)

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

SEPTEMBER, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 106.52	\$ 5.33	\$ 101.19
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 268.29	\$ 13.42	\$ 254.87
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,693.71		\$ 1,693.71
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,491.41		\$ 1,491.41
Game and Fish - Wildlife	ZGF		STATE	\$ 17.42	\$ 0.88	\$ 16.54
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,418.00	\$ 120.90	\$ 2,297.10
HURF 1 28-543B, 2533C	ZHRF1		STATE	\$ 26.49	\$ 1.33	\$ 25.16
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 23.48	\$ 1.18	\$ 22.30
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 58.45	\$ 2.93	\$ 55.52
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,210.49		\$ 1,210.49
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 6,074.34	\$ 303.72	\$ 5,770.62
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 910.00	\$ 45.50	\$ 864.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 753.73	\$ 37.69	\$ 716.04
DUI Abatement	ZDUIA		T889-2061	\$ 20.00	\$ 1.00	\$ 19.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 436.73	\$ 21.84	\$ 414.89
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 10.48	\$ 0.53	\$ 9.95
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,499.31	\$ 74.97	\$ 1,424.34
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 13,026.79	\$ 651.34	\$ 12,375.45
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 846.15	\$ 42.31	\$ 803.84
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	\$ 761.80		\$ 761.80
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 194.42	\$ 9.73	\$ 184.69
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,421.64		\$ 1,421.64
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 444.78	\$ 22.24	\$ 422.54
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,807.90		\$ 1,807.90
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 180.30	\$ 9.02	\$ 171.28
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 282.63		\$ 282.63
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 188.41		\$ 188.41
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 85.54	\$ 4.28	\$ 81.26
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 220.81	\$ 11.05	\$ 209.76
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,710.17	\$ 85.51	\$ 1,624.66
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,119.12	\$ 55.96	\$ 1,063.16
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 139.88	\$ 7.00	\$ 132.88
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 2.58	\$ 0.13	\$ 2.45
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 56.00	\$ 2.80	\$ 53.20
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 492.03	\$ 24.61	\$ 467.42
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 4.96	\$ 0.25	\$ 4.71
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 4.00	\$ 0.20	\$ 3.80
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 24.16	\$ 1.21	\$ 22.95
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 43.02	\$ 2.16	\$ 40.86
Prison Construction Fund	ZPCOF		T908-2061	\$ 1,552.24	\$ 77.62	\$ 1,474.62
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 216.71	\$ 10.84	\$ 205.87
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,195.04	\$ 209.75	\$ 3,985.29
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 66.92	\$ 3.35	\$ 63.57
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 177.17		\$ 177.17
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 2,799.78		\$ 2,799.78
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,866.52		\$ 1,866.52
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

SEPTEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 50,950.32	\$ 1,862.58	\$ 49,087.74
TOTAL ADJUSTED BALANCE VERIFICATION						\$ 49,087.74
TOTAL RESTITUTION RECEIVED						\$ 2,515.42
TOTAL RECEIPTS THIS MONTH						\$ 53,465.74

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/13/2011	6070	\$ 5,902.28	ARIZONA STATE TREASURER
10/13/2011	6071	\$ 45,048.04	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 50,950.32	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Coetzeman, 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 SEPTEMBER, 2011.

To the best of my knowledge, information & belief.

Justice of the Peace

Subscribed and Sworn to before me this 14th day of October, 2011.

Notary Public

My Commission Expires: 12-12-2011

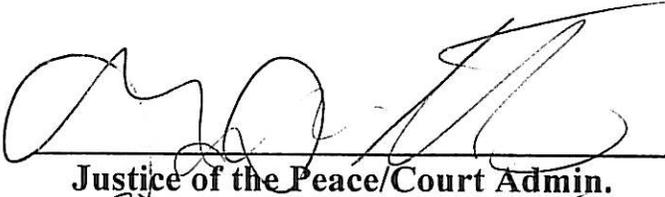


**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: SEPT., 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$12,870.94
RECEIVED DURING THE MONTH	\$18,263.26
DISBURSED DURING THE MONTH	\$11,192.74
BALANCE AT THE END OF THE MONTH	\$19,941.46



Justice of the Peace/Court Admin.

Per Fee book report Submitted

*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-905

5- I

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Period: Clerk of Court Report for the Month of September 2011

Submitted For: Vicki Aguilar

Submitted By: Vicki Aguilar,
Clerk of the
Superior
Court

Information

Subject

Clerk of Superior Court Report for the Month of September 2011

Suggested Motion

Approval of the September 2011 monthly departmental activity report submitted by Clerk of the Superior Court

Attachments

Clerk of Court report for September 2011

Clerk of Superior Court September 2011 report

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

**CLERK'S REPORT
FOR
SEPTEMBER, 2011**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report



Report generated on : 10/3/2011 8:50:16 AM

Criteria : From Date : 9/1/2011 To Date : 9/30/2011

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set A
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	75761.00				75761.00	
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	40.00				40.00	
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2498.14				2498.14	1
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	22.70				22.70	
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	190.00				190.00	
		ZADR	ALTER. DISPUTE RESOLUTION FUND	57.03				57.03	
		ZATT	ATTORNEY FEE REIMBURSEMENT	745.00				745.00	
		ZALTF	AZ LENGTHY TRIAL FUND	465.00				465.00	
		ZFEE	BASE FEES (GENERAL FUND)	5183.49				5183.49	2
		ZFINE	BASE FINES	4471.33				4471.33	2
		ZCIEF	CHILDREN ISSUES EDUC FUND	631.51				631.51	
		ZCEF	CLEAN ELECTIONS FUND	500.52				500.52	

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501



Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZCIF	CONFIDENTIAL INTERMEDIARY FUND	41.38				41.38
		ZJDET	COUNTY JUV DETENTION	1594.66				1594.66
		ZCLLF	COUNTY LAW LIBRARY FUND	2498.01				2498.01
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	2449.58				2449.58
		ZDNAS	DNA STATE SURCHARGE	271.91				271.91
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1180.76				1180.76
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	314.69				314.69
		ZDREF	DOMESTIC RELATIONS EDUCATION	108.70				108.70
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1448.24				1448.24
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	2472.19		858.69		3330.88
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	213.32				213.32
		ZDCRT	DRUG COURT FEE FUND	662.00				662.00
		ZDUIA	DUI ABATEMENT FUND	77.50				77.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	358.73				358.73
		ZWITN	EXPERT WITNESS FUND	720.00				720.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2172.47				2172.47

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

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Summary Allocation by Agency Report

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Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZEXJU	EXTRA JUV PROBATION ASMNT	905.03		-25.00		880.03
		ZEXT	EXTRADITION REIMBURSEMENT	35.00				35.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	326.82				326.82
		ZCC	GEN JURIS CONCILIATION COURT	1700.46				1700.46
		ZGCAT	GILA COUNTY ATTORNEY - 60%	6392.75		99.00		6491.75
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	1065.45		16.50		1081.95
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	3196.38		49.50		3245.88
		ZJF	JAIL (INCARCERATION) FEES	23.72				23.72
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1226.41				1226.41
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2787.00				2787.00
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	74.02				74.02
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	137.48				137.48
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	120.00				120.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	490.00				490.00

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501

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<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZJS	JUVENILE PROBATION SERV FEES	3998.40				3998.40
		ZLCL	LOCAL COSTS/FEES - NSF	35.00				35.00
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	675.49				675.49
		ZMISC	MISCELLANEOUS FEES	107.96				107.96
		ZPP	PASSPORT APPLICATION FEES	1350.00				1350.00
		ZPCOF	PRISON CONSTRUCTION AND	1664.00				1664.00
		ZPRS6	PROB SURCH 2006	54.98				54.98
		ZPBA	PROBATION FEE ADULT	14046.53		-1023.69		13022.84
		ZPRSU	PROBATION SURCHARGE (\$5.00)	5.00				5.00
		ZPUBZ	PUBLIC DEFENDER FEES	875.08				875.08
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	478.00				478.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	118.67				118.67
		ZSTAT	STATE TREASURER - GENERAL FUND	1566.92				1566.92
		ZVAF	VICTIMS ASSISTANCE FUND	52.97				52.97
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	249.00		25.00		274.00
		ZGFDU	XTRA DUI ASSMT	80.00				80.00
		ZPRS9	ZPRS9	80.00				80.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

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Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set A
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	55.00				55.00	
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	24.00				24.00	
Agency Name : OVERPAYMENT REFUNDED									
ZOVR	OVERPAYMENT REFUNDED	ZOVR	OVERPAYMENT REFUNDED	852.00				852.00	
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	15248.14				15248.14	
Total:				167247.52		0.00		167247.52	
				LESS SHADED AREAS:				-94,478.28	
								\$72,769.24	

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

STATE OF ARIZONA)
) ss:
County of Gila)

**ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for
the County of Gila, and that the annexed and foregoing report contains a true and
correct statement of all fees collected by her in the office of said Clerk during the
month of SEPTEMBER, 2011.**


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 4th day of October, 2011.


Deputy

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

**CLERK'S REPORT
FOR
SEPTEMBER, 2011**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report



Report generated on : 10/3/2011 8:50:16 AM

Criteria : From Date : 9/1/2011 To Date : 9/30/2011

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set A
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	75761.00				75761.00	
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	40.00				40.00	
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2498.14				2498.14	1
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	22.70				22.70	
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	190.00				190.00	
		ZADR	ALTER. DISPUTE RESOLUTION FUND	57.03				57.03	
		ZATT	ATTORNEY FEE REIMBURSEMENT	745.00				745.00	
		ZALTF	AZ LENGTHY TRIAL FUND	465.00				465.00	
		ZFEE	BASE FEES (GENERAL FUND)	5183.49				5183.49	2
		ZFINE	BASE FINES	4471.33				4471.33	2
		ZCIEF	CHILDREN ISSUES EDUC FUND	631.51				631.51	
		ZCEF	CLEAN ELECTIONS FUND	500.52				500.52	

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501



Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZCIF	CONFIDENTIAL INTERMEDIARY FUND	41.38				41.38
		ZJDET	COUNTY JUV DETENTION	1594.66				1594.66
		ZCLLF	COUNTY LAW LIBRARY FUND	2498.01				2498.01
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	2449.58				2449.58
		ZDNAS	DNA STATE SURCHARGE	271.91				271.91
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1180.76				1180.76
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	314.69				314.69
		ZDREF	DOMESTIC RELATIONS EDUCATION	108.70				108.70
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1448.24				1448.24
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	2472.19		858.69		3330.88
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	213.32				213.32
		ZDCRT	DRUG COURT FEE FUND	662.00				662.00
		ZDUIA	DUI ABATEMENT FUND	77.50				77.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	358.73				358.73
		ZWITN	EXPERT WITNESS FUND	720.00				720.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2172.47				2172.47

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Summary Allocation by Agency Report

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Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZEXJU	EXTRA JUV PROBATION ASMNT	905.03		-25.00		880.03
		ZEXT	EXTRADITION REIMBURSEMENT	35.00				35.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	326.82				326.82
		ZCC	GEN JURIS CONCILIATION COURT	1700.46				1700.46
		ZGCAT	GILA COUNTY ATTORNEY - 60%	6392.75		99.00		6491.75
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	1065.45		16.50		1081.95
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	3196.38		49.50		3245.88
		ZJF	JAIL (INCARCERATION) FEES	23.72				23.72
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1226.41				1226.41
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2787.00				2787.00
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	74.02				74.02
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	137.48				137.48
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	120.00				120.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	490.00				490.00

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Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZJS	JUVENILE PROBATION SERV FEES	3998.40				3998.40
		ZLCL	LOCAL COSTS/FEES - NSF	35.00				35.00
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	675.49				675.49
		ZMISC	MISCELLANEOUS FEES	107.96				107.96
		ZPP	PASSPORT APPLICATION FEES	1350.00				1350.00
		ZPCOF	PRISON CONSTRUCTION AND	1664.00				1664.00
		ZPRS6	PROB SURCH 2006	54.98				54.98
		ZPBA	PROBATION FEE ADULT	14046.53		-1023.69		13022.84
		ZPRSU	PROBATION SURCHARGE (\$5.00)	5.00				5.00
		ZPUBZ	PUBLIC DEFENDER FEES	875.08				875.08
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	478.00				478.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	118.67				118.67
		ZSTAT	STATE TREASURER - GENERAL FUND	1566.92				1566.92
		ZVAF	VICTIMS ASSISTANCE FUND	52.97				52.97
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	249.00		25.00		274.00
		ZGFDU	XTRA DUI ASSMT	80.00				80.00
		ZPRS9	ZPRS9	80.00				80.00

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Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set A
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	55.00				55.00	
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	24.00				24.00	
Agency Name : OVERPAYMENT REFUNDED									
ZOVR	OVERPAYMENT REFUNDED	ZOVR	OVERPAYMENT REFUNDED	852.00				852.00	
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	15248.14				15248.14	
Total:				167247.52		0.00		167247.52	
				LESS SHADED AREAS:				-94,478.28	
								\$72,769.24	

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STATE OF ARIZONA)
) ss:
County of Gila)

**ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for
the County of Gila, and that the annexed and foregoing report contains a true and
correct statement of all fees collected by her in the office of said Clerk during the
month of SEPTEMBER, 2011.**


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 4th day of October, 2011.


Deputy

ARF-920

5- J

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Period: March 1, 2011, March 3, 2011, March 15, 2011, April 12, 2011, April 19, 2011, & June 7, 2011, BOS Meeting Minutes

Submitted For: Marilyn Brewer

Submitted By: Marilyn
Brewer, Clerk
of the Board
of Supervisors

Information

Subject

March 1, 2011, March 3, 2011, March 15, 2011, April 12, 2011, April 19, 2011, & June 7, 2011, BOS Meeting Minutes

Suggested Motion

Approval of the March 1, 2011, March 3, 2011, March 15, 2011, April 12, 2011, April 19, 2011, and June 7, 2011, BOS Meeting Minutes.

Attachments

[BOS 03-01-11 Meeting Minutes](#)

[BOS 03-03-11 Meeting Minutes](#)

[BOS 03-15-11 Meeting Minutes](#)

[BOS 04-12-11 Meeting Minutes](#)

[BOS 04-19-11 Meeting Minutes](#)

[BOS 06-07-11 Meeting Minutes](#)

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 1, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Berthan DeNero led the Pledge of Allegiance and Reverend Rich Hatch of the Southern Baptist Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

There were no presentations.

Item 3 – PUBLIC HEARINGS:

3A. Public Hearing: Information/Discussion/Action to adopt Gila County Zoning Ordinance No. 11-01, approving Planning and Zoning Case No. ZOA-11-01 amending the Gila County Planning and Zoning Ordinance due to the passing of Arizona Proposition 203, allowing the use of marijuana for alleviating medical problems for qualified patients. The proposition allows the establishment of dispensaries, cultivation sites and designated caregivers solely for the purpose of growing and distributing medical marijuana.

Bob Gould, Community Development Division Director, noted that Don Ascoli, Chairman of the Planning and Zoning (P & Z) Commission was also present. Mr. Gould stated that he was going to review this quickly because he was going to request that this item be remanded to the P & Z Commission for further

review. He stated that when Proposition 203 was passed, it put a heavy burden on all counties and community governments to come up with a set of regulations on how to effectively deal with the issue of people growing medical marijuana out in their communities. The amendments to the Gila County Zoning Ordinance being presented included 5 different definitions for the qualified patient cultivation, caregiver cultivation, dispensary cultivation, dispensary period and then the marijuana infusion, which is the mixing of marijuana with food stuffs, beverages, etc. A regulation was added stating that these activities for dispensary and cultivation for a dispensary must be located in an M1 zoning district. Also added were 2 sections to the Conditional Use Permit (CUP) portion of the code, the first being modified for the dispensary and cultivation and a separation requirement for dispensaries stating that they must be located a minimum of 35 miles apart in order to maximize the coverage and add as few areas that would be doing home growing as possible in the County. A fee schedule was also added to include a dispensary CUP fee and the cultivation, which will be \$5,000. There are a lot of cost separation requirements between the dispensaries and various uses where children are present, such as schools, libraries, playgrounds and things of that nature. The second section is regarding the CUP for the designated caregiver that has a fee for a caregiver of \$5,000 and a qualified patient fee would be \$1,000. Included is a notification area for all the CUPs for medical marijuana, which would be 1,500 feet, which is quite significant. He stated that the P & Z Commission randomly picked one lot up in Strawberry to see how many notices would need to be sent out and there would be almost 400 notices to be sent out to those residing within 1,500 feet of that lot, which would cost the County \$200 just for postage. So there will be a lot of staff work involved with some of these requirements. Also stated is that there must be an accessory use to the primary use, in other words, they have to have the primary use established, which in this case would be residential, before they could establish any medical marijuana growing on site there. Also emphasized was the fact that if a person resided less than 25 miles from a dispensary they could not grow marijuana - period. Mr. Gould advised that since the amendments to this Ordinance were drafted, a lot of new information has been received including a response yesterday from the Department of Health Services (DOHS) in which 3 sections of the County's Ordinance was cited, with which they are concerned. In the first section cited, the DOHS felt that the County could not require the caregiver to be 25 miles or more away from the dispensary because they felt they could approve a caregiver living right next door to a dispensary. The DOHS also questioned the fees that the County is proposing for the qualified patient and the designated caregiver. The DOHS was also concerned about the regulations of infusion activity where marijuana is blended with food stuffs and beverages because they haven't decided how they are going to regulate that yet so they questioned how the County could do so. Mr. Gould stated that lastly, there is a section of state law that was passed within recent years that completely slipped by him that states that before the County can adopt any of these fees, notice must be provided on the County's website for 60 days prior to

the adoption so the Board could not adopt the fees at this point either way. In closing, Mr. Gould requested that the Board remand this to the Planning and Zoning Commission to deal with some of these issues that have been brought to the County's attention. Mr. Escoli thanked Mr. Gould for providing this update and stated that it does make sense to have the P & Z Commission review and address those concerns. Supervisor Dawson stated that the County has to honor the electorate of the state of Arizona who voted for this and her concern was in regard to the \$5,000 for the CUP fee for the designated caregiver for the cultivation site. She stated, "We cannot put in place fees that are to try to prohibit the action that is a legal action whether we like it or not and my concern would be that if a person legitimately finds that marijuana use helps alleviate pain or helps with their medical condition, then I would not, as a member of this Board, want to place a fee that is prohibitive for that individual to have access to a legal drug." Vice-Chairman Martin stated that she agreed. She stated, "I don't think it's up to us to limit true need in this case." She also requested that the Board have a work session to discuss this item before taking any action or to have a joint work session with the P & Z Commission after they have made any necessary changes to the Ordinance. Mr. Escoli stated that he agreed that a meeting of both the P & Z Commission and the Board would help to solve some of the issues. Don McDaniel, County Manager, recommended that the P & Z Commission review the proposed changes to the Ordinance based on the information just received from the DOHS and then a joint meeting could be held. Chairman Pastor inquired if there was a deadline that needed to be met by the P & Z Commission with the DOHS. Mr. Gould replied that the Director of DOHS said that DOHS was going to be up and running with the caregiver registration cards and the qualified patient registration cards by April 15, 2011, so he felt there was ample time. He also noted that the next P & Z meeting was scheduled for March 17, 2011. Chairman Pastor recommended that this item be discussed at the Board's next work session on March 29, 2011, to which the Board agreed. Chairman Pastor opened the public hearing and called for comments from the public. None were received. Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously remanded Planning and Zoning Case No. ZOA-11-01 to the Planning and Zoning Commission and requested that this item be placed on the Board's agenda for its work session scheduled for March 29, 2011.

Item 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to adopt Proclamation No. 11-02, proclaiming March 18, 2011, as the Centennial Anniversary of the official dedication of Theodore Roosevelt Dam.

Janeen Rohovit, Rural County Liaison for Salt River Project (SRP), stated that SRP will be holding a celebration on March 18, 2011, for the 100-year dedication of the Roosevelt Dam, noting that it has been 100 years since

President Theodore "Teddy" Roosevelt came out to Arizona and dedicated the Dam. Ms. Rohovit provided some interesting details about how the dam and SRP came about. She then invited the Board to be part of the commemoration that will be held on March 18, 2010, at the Dam. Ms. Rohovit concluded by stating, "We're thrilled to be here partnering with Gila County on this event and we appreciate your recommendation to issue a proclamation." She also noted that a packet of information with all of the details would be forthcoming. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 11-02, proclaiming March 18, 2011, as the Centennial Anniversary of the official dedication of Theodore Roosevelt Dam. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

4B. Information/Discussion/Action to adopt Proclamation No. 11-01, to proclaim March 12, 2011, as "March for Babies Day" in Gila County.

Margret Celix, Chairman of the March of Dimes Committee, provided a brief summary about the March of Dimes and some current statistics on births in Arizona. Ms. Celix stated that the local committee would like to thank the Board of Supervisors for its support in the annual walk for March of Dimes. She noted that this year the walk is being called "March for Babies" and will be held at 7:00 a.m. on Saturday, March 12, 2011, beginning at the old Bullion Plaza Park and ending at Wal-Mart. She stated that the reason for the walk is to raise money for research that goes into preventing birth defects. She requested that the Board adopt the Proclamation. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Proclamation No. 11-01, to proclaim March 12, 2011, as "March for Babies Day" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

4C. Information/Discussion/Action to approve an Agreement between Gila County and Agate Steel Inc. in the amount of \$35,251.11 to erect and install a pre-engineered metal building for the Community Services Division, Housing Section.

Dave Fletcher, Community Services Division Director, stated that this project has been some time in the making. The funding for this project is through the U.S. Department of Energy (DOE); however, the County also receives funds from the DOE, which usually go toward weatherization. Since the County Housing Department received stimulus funds and continues to spend those funds, the County also requested of DOE if it would be acceptable for the County to use its regularly scheduled funds to build this building in order to have a facility to house all the records, materials and tools at one facility. He stated that early on he spoke to Steve Stratton, Public Works Division Director, to assist in finding a location on which to erect the building and in particular about a piece of property out by the landfill. Using an aerial photo of the

County property, Mr. Fletcher explained to the Board the proposed location for the 30' by 40' building. He stated that the County went out for bids on this project and then those 3 bids received were submitted to the DOE, who reviewed them and approved the bid from Agate Steel. The project will consist of only a concrete slab with the pre-engineered metal building erected on the property and will not have any plumbing or electrical. He further advised that no general funds will be used for the purchase of the building or for putting it together. It is estimated that based on the amount of funds that will be spent, the return on investment is 2.8 years and if that was extrapolated out 20 years, which would be the life expectancy of the building, it is estimated that the County would have an extra \$200,000 to put into weatherization over that period of time. Chairman Pastor inquired if that was the lot that was cut out for an animal shelter. Mr. Fletcher stated that Mr. Stratton has indicated that there would still be room for an animal shelter when and if it gets built at that location. Chairman Pastor inquired about not having any service to the building. Mr. Fletcher stated that it will not have any plumbing, but eventually it might have electricity; however, right now generators can be used for minimal electricity needs. He advised that no employees will be housed in office space there and it will simply be used to store the Housing Department's tools and equipment, which right now are spread out in storage units requiring a lot of time to drive from place to place to pick up necessary tools and supplies. By having everything in one location, it will allow for doing a better job of keeping track of County tools, supplies, equipment and items received such as water heaters, coolers, lights, carbon monoxide, fire detectors, etc. that are from participating utility companies. It will also be a storage unit for storing files that the County is required to keep for 10 years and will provide for a place to put together sun screens and other items. Supervisor Dawson expressed a concern about records disintegrating that are stored in metal buildings during the hot summer temperatures without any air circulation. Mr. Fletcher stated that the old records are currently stored in conex boxes that have no air either so this new building will be much larger than where the records are currently stored. The Board then discussed whether the building should at least be stubbed in with electricity and a restroom and called on Mr. Stratton for his input. Mr. Stratton stated that his involvement with the project was simply providing the location for it knowing that if electricity was eventually needed there was electricity just across the road and if a bathroom needed to be installed later, it was in a location that is adjacent to an area that would perk for a septic. Supervisor Dawson inquired if it would be a better investment with this building if it was on another parcel of land where utilities are available such as over on Mofford Drive. Mr. Stratton advised that there are other vacant locations near the new Public Works Complex that could facilitate this, but it would still need to have electricity run from the current transformers and conduits to the building. Mr. Stratton stated that he would be more than happy to provide to Mr. Fletcher a drawing and help facilitate the stub outs for water and plumbing and sewer or whatever the Board would direct and it could be done at a minimal expense. Vice-Chairman Martin

inquired if there was a deadline for the use or acceptance of the money. Mr. Fletcher stated that he thought the building would need to be put together before July 1, 2011, and he noted that there was a caveat in Agate Steel's contract that if the price of steel goes up, then the cost of the building would go up accordingly. Mr. Stratton recommended that the Board go ahead and approve the building so the contractor could lock in the steel price and order the building while he and Mr. Fletcher could continue their discussions that the board has requested, as this could save the County some money because the price of steel is escalating. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved an Agreement between Gila County and Agate Steel Inc. in the amount of \$35,251.11 to erect and install a pre-engineered metal building for the Community Services Division, Housing Section, on a location to be selected and details to follow.

4D. Information/Discussion/Action to approve a Housing Services Contract between Cenpatico Behavioral Health of Arizona, LLC, and Housing Subsidy Administrator to allocate funds in the amount of \$128,115.84, which will be used to help residents who meet the program qualifications for the period January 30, 2011, through June 30 2015.

Malissa Buzan, Community Action Program/Housing Services Program Manager, stated that this is a pilot project for 4 vouchers that will be administered in collaboration with Cenpatico Behavioral Health of Arizona, LLC, (Cenpatico) for the seriously mentally ill in Gila County. Cenpatico will be handling the case management portion for these clients and the Gila County Housing Department will be handling the General Section 8 Housing Voucher Program checking the homes to make sure that they are of housing quality standards. She stated that the clients to be served are either homeless, chronically homeless or in a residential treatment program and Cenpatico feels that they are ready to go and move out on their own. The County will get an 8% administrative fee and will do the general work of the Housing Choice Voucher Program. Patricia Campos is the Housing Coordinator for that program. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved a Housing Services Contract between Cenpatico Behavioral Health of Arizona, LLC, and Housing Subsidy Administrator to allocate funds in the amount of \$128,115.84, which will be used to help residents who meet the program qualifications for the period January 30, 2011, through June 30 2015.

4E. Information/Discussion/Action to adopt Resolution No. 11-03-01 officially accepting a recorded Quit Claim Deed for ownership into the Gila County property records whereby the Gila County Municipal Property Corporation releases, remises and forever quitclaims property to Gila County (Fee No. 2011-001176, Gila County Records, Gila County, Arizona.)

Steve Stratton, Public Works Division Director, stated that this is somewhat of a housekeeping matter. He stated that back in the early to mid-1990s the Gila County MPC (Municipal Property Corporation) was formed as a vehicle to borrow money to purchase facilities and also to remodel facilities. When the County sold the bonds in 2009, it paid off the MPC. This final item will be transferring the property to the County, accepting the property and then the Gila County MPC will be defunct. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-03-01 officially accepting a recorded Quit Claim Deed for ownership into the Gila County property records whereby the Gila County Municipal Property Corporation releases, remises and forever quitclaims property to Gila County (Fee No. 2011-001176, Gila County Records, Gila County, Arizona.) **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4F. Information/Discussion/Action to approve Professional Services Contract No. 6500.529/2-2011 between Gila County and Logan Simpson Design, Inc. whereby consulting services will be provided for the Control and Colcord Roads Features Inventory and Documentation in the amount of \$47,041 from March 1, 2011, to February 28, 2012.

Steve Sanders, Public Works Division Deputy Director, stated that this project goes back a number of years when Gila County wanted to extend some paving on Control Road and on Colcord Road. At that time, the County found out that the U.S. Forest Service had designed the roads historic in nature. The County didn't have the documentation to allow it to extend the paving. In 2008, the County began doing a Cultural Resources Survey on both roads, which was done through the first contract with Logan Simpson Design, Inc. Once that was completed, the U.S. Forest Service developed a Programmatic Agreement with the State Historic Preservation Office as to how the County would mitigate any of the historic features identified along the road and to provide for future maintenance on the road and also establish what would be needed after the Programmatic Agreement was finalized. During the past year, the Programmatic Agreement was completed and approved by the U.S. Forest Service with the stipulation that the County had to go back and inventory and document all of the historic features into a HAER (Historic American Engineering Record) Act document. This Professional Services Contract with Logan Simpson Design, Inc. is a contract to provide the HAER document so the County will have it on file. Logan Simpson Design, Inc. has stated that the work can be done in 150 days; however, the County is requesting that the Contract be valid for 1 year in case Logan Simpson Design, Inc. should run into something unknown that might slow the process down. Mr. Sanders advised that the total Contract is approximately \$47,000; 28,700 for the Control Road and \$18,200 for the Colcord Road. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Professional Services Contract No. 6500.529/2-2011 between Gila

County and Logan Simpson Design, Inc. whereby consulting services will be provided for the Control and Colcord Roads Features Inventory and Documentation in the amount of \$47,041 from March 1, 2011, to February 28, 2012.

4G. Information/Discussion/Action to approve Professional Services Contract No. 1005.201/2-2011 between Gila County and Linda Koury, whereby services will be provided for financial reports consulting in the amount of \$16,000 from March 1, 2011, to February 28, 2012.

Joe Heatherly, Finance Director, stated that this Contract would provide for consulting work by Linda Koury to put together the County's financial information and supply the details to the Auditor General's Office so the financial statements can be prepared as she has done for the past 5 years. He advised that although the contract is for 1 year, the scope of work is actually for approximately 600 hours and the estimate is that the work will be completed by early April. Also, at least one third of those hours will be used by Ms. Koury to train the Finance Department staff about the details of how this has been done in the past and to prepare a working procedure manual so this can be taken over by staff to enable them to prepare the audit which will start again for 2011 in probably late August or September of this year. Supervisor Dawson thanked Mr. Heatherly and his staff for taking the initiative to train his staff and she appreciates the total transparency with the Finance Department in answering questions and bringing the County's records current, particularly the audits. Supervisor Dawson made the motion that the Board approve Professional Services Contract No. 1005.201/2-2011 between Gila County and Linda Koury, whereby services will be provided for financial reports consulting in the amount of \$16,000 from March 1, 2011, to February 28, 2012. Vice-Chairman Martin pointed out that next year February 29, 2012, is the last day of the month, not February 28th, as it is a leap year, so with a change for the ending date on this Contract and the Professional Services Contract addressed in Item 4F, she seconded the motion. The motion passed unanimously.

Chairman Pastor stated that because the next 2 agenda items could involve lengthy discussions, he requested that the Board move to Item 5, Consent Agenda Action items, for review first and then return back to Items 4H and 4I.

Item 5 - CONSENT AGENDA ACTION ITEMS:

5A. Approval of an Agreement between the Arizona State Forestry Division, Office of the State Forester, and the Gila County Board of Supervisors for disbursement to Gila County of \$15,000 appropriated for FY 2010-2011 by the Arizona Legislature for environmental programs impacting economic development.

5B. Authorization of the Chairman's signature on Amendment No. 1 to Professional Consulting Services Contract No. 6500.505/01-2010 between Gila County and Sheldon Miller to extend the Contract, per Article I, Activity 5, from the period January 5, 2011, to June 30, 2011, to provide consulting services for various highway projects in Arizona and with the Arizona Department of Transportation.

5C. Approval of Amendment No. 2 to Contract No. HG050277 between the Gila County Division of Health and Emergency Services (Nutrition Services Program) and the Arizona Department of Health Services in the amount of \$200 for the inclusion of the Farmer's Market Nutrition Program Services for the period March 1, 2011, to September 30, 2011.

5D. Approval of an Intergovernmental Agreement for Election Services between the Gila County Recorder's Office and the Town of Hayden to provide "Vote by Mail" mayoral election services on March 8, 2011, and, if needed, run-off election services on May 17, 2011.

5E. Ratification of the Board of Supervisors' approval to submit a Grant Application entitled "Reducing Health Disparities by Preventing Obesity among Minority and Underserved Women and Girls" in the amount of \$2,500 to allow the development of a "FIT WIC" program for low-income women.

5F. Authorization of the Chairman's signature on the Pandemic Influenza Tabletop Exercise-Gila County Scope of Work Agreement between Gila County Health & Emergency Services and Willdan Homeland Solutions in the amount of \$8,199.

5G. Acknowledge the resignation of Ms. Glenda Schroeder from the Whispering Pines Fire District Governing Board and the appointment of Mr. Joseph Brown to complete the term of Ms. Schroeder, which expires November 30, 2012.

5H. Approval of a request by the Greater Grace Fellowship/Classic Celebration's non-profit organization to the use the Payson Complex grounds for the 13th Annual "Mountain High Arts and Crafts Bazaar" on May 28-30, 2011, and the 14th Annual "Zane Grey Days Festival" on October 8-9, 2011.

5I. Approval of a Special Event License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at a wedding reception on March 19, 2011.

5J. Approval of the December 2010 monthly departmental activity report submitted by the Globe Regional Constable.

5K. Approval of the January 2011 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.

5L. Approval of Human Resources reports for the weeks of February 22, 2011, and March 1, 2011.

February 22, 2011

Hires to County Service:

1. Laurie Sauro – Community Services – Administrative Clerk Sr. – 02/22/11 – Various Fund Codes – Replaces Patricia Trevillian

Position Review:

2. Sharon Heller – Health and Emergency Services – Administrative Clerk Sr. – 02/07/11 – Change in number of hours worked
3. Larry Stephenson – Economic Development – Executive Director – 02/28/11 – Change in number of hours worked
4. Gaylynn Quintana – County Attorney – Legal Secretary Sr. – 02/01/11 – Change in fund code
5. Christina Throop – Community Services – Deputy REPAC Program Manager – 02/14/11 – Change to non-exempt status and change in fund code percentages
6. Cecilia Bejarano – Community Services – Executive Administrative Assistant – 02/14/11 – Change to non-exempt status and change in fund code percentages
7. Breena York – Health and Emergency Services/Community Services – Fiscal Services Manager – 02/14/11 – Change to non-exempt status and change in fund code percentages

End Probationary Period:

8. Ray R. Tarango – Globe Regional Constable – Deputy Constable – 01/03/11 – General Fund
9. Gary H. Lopez – Community Services – Community Services Worker – 02/14/11 – GEST Fund

Request Permission to Post:

10. Community Services – Community Services Worker – New Position
11. Community Services – Community Services Worker – New Position

SHERIFF'S PERSONNEL ACTION ITEMS

End Probationary Period:

12. Colt D. Maxwell – Sheriff's Office – Deputy Sheriff – 02/01/11 – General Fund
13. Arthur Decker – Sheriff's Office – Detention Officer – 12/21/10 – General Fund

March 1, 2011

Departures from County Service:

1. Christina M. Ortiz – Globe Regional Justice Court – Justice Court Clerk Associate – 02/18/11 – General Fund – DOH 09/06/10 – Resignation

2. Yvette Olvera – Probation – Administrative Clerk Senior – 02/18/11 – State Aid Enhancement Fund – DOH 11/01/04 - Resignation

Hires to County Service:

3. Karrie M. Alvino – Globe Regional Justice Court – Justice Court Clerk Associate – 03/07/11 – General Fund – Replaces Christine Ortiz
4. Sally Fulmer – Community Services – Career and Employment Specialist Sr. – 02/22/11 – WIA Fund – replaces Michael Lopez

End Probationary Service:

5. Jeremy Friestad – Public Works – Automotive Service Worker – 02/14/11 – Public Works Fund

Request Permission to Post:

6. Health and Emergency Services – Administrative Clerk Senior – Position vacated by Sharon Heller
7. Health and Emergency Services – Public Health Nurse – Position vacated by Bill Bowling
8. Health and Emergency Services – Director of Health and Emergency Services – Position vacated by Matt Bolinger
9. Community Services – Accountant – Position vacated by Amanda Roady

5M. Approval of finance reports/demands/transfers for the weeks of February 22, 2011, and March 1, 2011.

February 22, 2011

\$1,259,523.21 was disbursed for County expenses by check numbers 234587 through 234621.

March 1, 2011

\$1,663,833.49 was disbursed for County expenses by check numbers 234622 through 234843. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 5A-5M.

At this time the Chairman returned back to agenda items 4H with 4I following.

4H. Information/Discussion/Action to adopt Resolution No. 11-03-02, which repeals Gila County Resolution No. 11-01-04 and adopts the revised Redistricting Advisory Committee Guidelines.

Linda Eastlick, Elections Director, requested that the Board adopt a new Resolution No. 11-03-02 to rescind the previous Resolution No. 11-01-04 for the agenda item that was approved in January 2011 on the Redistricting Advisory Committee Guidelines. She stated that a change was needed in the

Guidelines in paragraph 1 where she has now added that the Gila County Community College District (GCCCD) will also be reviewed at the same time that the County does its supervisorial redistricting. Ms. Eastlick stated that she had neglected to include the GCCCD and it does need to be included in the County's redistricting process. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-03-02, which repeals Gila County Resolution No. 11-01-04 and adopts the revised Redistricting Advisory Committee Guidelines. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4I. Information/Discussion/Action to proceed with the selection of the Gila County Redistricting Advisory Committee members and the selection of at least one alternate from each Supervisory district.

Ms. Eastlick stated that before proceeding to the selection of the Gila County Redistricting Advisory Committee members, she wanted to make the Board aware that some changes have occurred since this item was submitted in terms of the list of individuals. She then passed out a new list to the Board. Ms. Eastlick stated that initially 29 individuals submitted applications and in the interim Gail Lenox has withdrawn her paperwork. She also wanted to make the Board aware of some changes or additional information (in green on the list) on individuals who were nonconforming to the requirements set forth, which included the following: The first individual in Supervisor District 1 was Tracy Andersen, who was not registered in the state of Arizona until July 2010; in District 2, Luetta DuBois is a County employee; in District 2, Jay Spehar changed his registration from Democrat to Party Not Designated at the end of last year; Mitchel Holder in Supervisor District 3 had cancelled his registration in October 2009 and then did not reregister again until the following year in November 2010; and Richard Powers changed his registration in the last year from Republican to Independent. She stated that the revised list reflects the number of candidates at this point, which is 28, and it also reflects the number from each Supervisorial District as well as those from the College District and those numbers of each party affiliation. Ms. Eastlick stated that the process adopted by the Board in the Gila County Redistricting Guidelines (Guidelines) states that the Board will select 9 members for the Gila County Redistricting Advisory Committee and that the first selection will be made by the Chairman; the second by the Vice-Chairman; and the third selection from the third member of the Board. She also recommended that the Board select alternates; however, that would be at the Board's option. She advised that these alternates would only serve on the Committee in the event that an individual from the Committee had to resign for some reason or be removed. Chairman Pastor began the selection of the Committee by selecting Curtis Johnson, Supervisor District 2, College District 4 and a Democrat. Supervisor Dawson inquired if there needed to be a certain number selected by political party. Ms. Eastlick advised that the Guidelines have defined that there could be no more than 4 from each of the major political parties and because there will be 9

members one will have to be from another party, a Party Not Designated or an Independent. Vice-Chairman Martin selected Mike Vogel, Supervisor District 1, College District 2 and a Democrat. Supervisor Dawson selected Robert W. Pastor, Supervisor District 3, College District 4 and a Democrat. For the second round, Chairman Pastor selected Adelaido Rodriguez, Supervisor District 2, College District 5 and a Democrat. Vice-Chairman Martin selected James Muhr, Supervisor District 1, College District 1 and a Republican. Supervisor Dawson selected Thomas J. Moody, Supervisor District 3, College District 5 and an Independent. For the third round, Chairman Pastor selected Joseph Skamel, Supervisor District 2, College District 3 and Party Not Designated. Vice-Chairman Martin selected David Prechtel, Supervisor District 1, College District 1 and a Republican. Supervisor Dawson selected Loretta Stone, Supervisor District 3, College District 3 and Party Not Designated. Ms. Eastlick stated that the tally shows that there are members from each college district, 4 or fewer from each of the major parties and 1 or more from the Independent or Party Not Designated status. Chairman Pastor then began the discussion for selecting alternates. Bryan Chambers, Chief Deputy County Attorney, stated that there was no provision in the Guidelines for selecting alternates. Mr. Chambers stated that although it has been suggested that the Board appoint alternates, since there is no provision in the Guidelines, he was not sure exactly what legal authority an alternate would have or what they would do. He stated that there are provisions in the Guidelines that if someone resigns then the Board can appoint a new member, but there's nothing that provides for alternates. Ms. Eastlick also noted that any alternate would have no authority or responsibility until they become a member. Mr. McDaniel stated that as a more pragmatic and practical situation, since the Board doesn't know who those people would be that may not be able to serve and would not know what requirements that person is going to have fill with regard to party and district, it might be best to reserve a selection of alternates until the Board knows which member they were going to be replacing. Vice-Chairman Martin stated, "However we do it, I do plan to pick now 2 alternates and I'm thinking juries have alternates for crying out loud. We're asking these people to work for months and things happen to people and I don't want someone to have to start at ground zero about half way through or two-thirds of the way through and not have all the nuances of all the meetings. I'm going to pick a Democrat and a Republican alternate and suggest that they go to all the meetings. I'm quite willing to pick up the travel on them, but I want them as up to speed as the regular committee in the event that we have to switch one of them out. And you need to also know that I plan that whoever is not picked I would like to see if they wouldn't be willing to come into some kind of an ad hoc committee set up so they pay attention. I think that the more brains that get in on this conversation the better off we'll be. And I would like to find a way to use the folks that stepped up and said they would like to be involved to also be able to look at all information, give some ad hoc advice to me or to us or to this group. I don't like putting these people-- we have a lot of folks here that stepped up and I would like to see that they are at some level

involved in the conversation, whether it's formally or informally." Supervisor Dawson said she seconded that as well. Mr. Chambers responded by stating, "These are going to be open public meetings and so all of these individuals whether they are selected or not today can come to meetings. It certainly might be wise, as Vice-Chairman Martin has pointed out, to encourage a few people to come to these meetings because in the event that somebody does step down, this Board will have to appoint people to take their place. If this Board wants to go ahead and state that there will be other people that they will be interested in, I think that probably is fine and I think it's probably related enough to this agenda item that you can do so, but in the event someone does resign after being appointed, there will have to be another action taken by this Board in order to get them formally on the Committee. Certainly they can attend every single meeting as any member of the public can and the Board can come back with an amendment to the Guidelines if it wants to, to add alternates, but that's not part of the Guidelines that the Board just approved." Chairman Pastor inquired of Mr. Chambers if legally the Board could or could not select alternates. Mr. Chambers replied, "I'm saying that you can list who you would include as alternates, but in the event that a position opens that needs to be filled, it will have to come back before this Board for approval." Chairman Pastor stated and he would expect it to come back before the Board to name another member; however, at this time, he thought the Board should go ahead and select its alternates and identify them for Ms. Eastlick's purposes in notifying them. Mr. Chambers stated, "Just one more thing in light of Mr. McDaniel's comment, in the event that there is a position open if it's a position that has to be filled by a Republican or a Democrat or whatever, that's going to obviously affect which alternate might be able to get the position. Technically any naming of alternates today would be non-binding on the Board in the future, so it would make sense to choose one of those, but the Board would not be bound to choose any of them." Chairman Pastor selected for his 2 alternates, Linda Pearce, Supervisor District 2, College District 4 and a Democrat, and also William A. Bryne, Supervisor District 2, College District 3 and a Democrat. Vice-Chairman Martin selected as her 2 alternates, Christine Harrison, Supervisor District 3, College District 2 and a Democrat and also Paul Bates, Supervisor District 1, College District 1 and a Republican. Supervisor Dawson selected as her 2 alternates, Gary Andress, Supervisor District 3, College District 4 and a Democrat, and also Robert Hibbert, Supervisor District 3, College District 2 and a Republican. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board approved the following people to serve as the Gila County Redistricting Advisory Committee members: Curtis Johnson, Michael Vogel, Robert Pastor, Adelaido Rodriquez, James Muhr, Thomas Moody, Joseph Skamel, David Prechtel, and Loretta Stone. Ms. Eastlick stated that she would proceed to make notification to all members of the Committee and would also notify all alternates that they are alternates and that they have no specific function on the committee at this point in time unless another motion were to be brought to the Board for them to serve on the Committee. Chairman Pastor stated to Ms. Eastlick that she

might encourage the alternates that if they want to participate they are more than welcome and they should be there. Vice-Chairman Martin added, "I would even say they are expected to be there."

Item 6 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and Mr. McDaniel presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:46 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 3, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Attorney; and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a special session at 4:00 p.m. this date in the Board of Supervisors hearing room. Michael Pastor led the Pledge of Allegiance.

Item 2 – Information/Discussion/Action to authorize the Chairman of the Board of Supervisors to sign Amendment No. 1 to the Crew Use Contract dated February 23, 2011, between Gila County and the Arizona State Forestry Division, and to allow Gila County to expend up to \$48,800 utilizing the Wild Land Fire Crews for removal of debris from Tonto Creek for the period of March 7 through March 31, 2011.

Matthew Bolinger, Health and Emergency Services Division Director, stated that this is an amendment to a contract Gila County entered into with the Arizona State Forestry Division (ASFD) in 2008 to use its Wild Land Fire Crews. He stated that these are generally 20-man crews from the prison system that are quite high speed for prison crews who are used on wild land fires to go out on the front lines and cut line. The County used these crews back in 2009 to clean out some dead and down debris in the Six Shooter Canyon areas to protect some of the bridges and culverts and they worked very well. Mr. Bolinger advised that when he contacted the ASFD they advised that the rates to use these crews have gone up because of the increased price in fuel and labor so the ASFD wanted to update the contract with the new rate sheet. The ASFD also wanted to include some language in the contract that allows the County to use their crews on federal lands because in Tonto Creek and in the

Tonto Basin area, most of the land that the County will be going onto will be U.S. Forest Service land. Mr. Bolinger advised that if the County uses the Globe crew it will cost about \$1,300/day for a 20-man crew, which includes guards and mileage; however, if the County uses a Florence crew the price will increase approximately \$350/day because of the extra travel. He advised that the plan is to hopefully put the Globe crew into Tonto Creek starting Monday, March 7, 2011. He advised that the County received a special use permit from the U.S. Forest Service last Monday and it expires on the last day of March because beginning in April, some nesting is done by critical habitat in Tonto Creek so the County would have to be out of there by April 1st. Mr. Bolinger stated that an estimate of the cost for a Globe crew working 4 days/week for the next 4 weeks would be a little over \$22,000. If the County used crews from Globe and Florence the cost would be approximately \$50,000. Chairman Pastor inquired if the plan is to just use the Globe crew. Mr. Bolinger replied that he is scheduled to go out to the site with the Globe crew foreman today, but the decision will be based upon on the Board's decision today; however, currently it would be just using the Globe crew. Supervisor Dawson thought the County should do as much as possible while it has permission to do so because getting permission to get in there is very difficult and inquired if Florence had been contacted about sending up a crew. Mr. Bolinger stated that he doesn't contact the crew bosses himself, but rather he contacts a gentleman with the ASFD that handles it and at this point he has only put Mr. Bolinger in contact with the Globe crew foreman, Bob Arthur. If it is felt that another crew is necessary, Mr. Bolinger stated that ASFD staff are willing to help in any way they can, but that would be up to the Board on how much it wanted to do and spend. Mr. Bolinger also wasn't sure that both crews would be needed, but if the Board authorized the \$50,000, he could gauge after a week's worth of work using just the Globe crew. He would then put in a request for the Florence crew as well if he didn't think all of the cleanup would be done by the end of March. What the crew would be doing is cleaning out the dead and down material in the historical channel. He wasn't sure if the County would want to get off into the snags and things over near the edges, but there were many options with using just one crew the whole time, and splitting up and see how they are doing; however, the decision would be up to the Board. Supervisor Dawson reiterated that her preference would be to do as much as possible while the County has permission. Steve Stratton, Public Works Division Director, stated that it would make sense to bring both crews in and either finish earlier or get more done. If the County started with both crews, and it would only be a minimum amount of difference between the Globe crew and the Florence crew, these crews are really good, but working on a creek or river is much wider than what the County has dealt with in the past. The material is going to be sledded out and stacked. He recommended that the County utilize both crews if the funding is available. Mr. Stratton also requested that if both crews are used that they not start near where his crews will be working for safety reasons, but he would work that out with Mr. Bolinger and the Globe and Florence crews. Mr. McDaniel stated that he never

thought that anything other than the maximum amount of clearing in the minimal amount of time we have available would be done, so the recommendation is to expend up to \$48,800 and that is to put both crews in for as long as we can keep them there, which would be the end of the month. He stated that secondly, all 3 of the items on today's agenda are basically for one project in Tonto Creek and this was not budgeted for 2011, because it was unknown at that time. However, the budget does have natural resource funds budgeted in the amount of \$250,000 for such purposes as this. The total of all of these projects is roughly \$123,000 to \$125,000 with some amended numbers. He also advised the Board that those natural resources funds are used occasionally and it could be possible that before the end of this fiscal year the Board would need to move some rainy day funds into the natural resource fund to cover some of the recurring costs. Vice-Chairman Martin inquired about "dead and down" wood and whether the U.S. Forest Service personnel could accompany County staff to determine the dead and down wood. Mr. Bolinger stated that the U.S. Forest Service has already sent a wildlife biologist out to look at the nesting because they were flagging off a few places where they are concerned about possible nesting sites. He stated that in meeting with Mr. Arthur, foreman for the prison crew, and Kelly Jardine, the district ranger for the U.S. Forest Service, he didn't know if they are flagging off the dead and down wood itself. He stated that from experience with the Six Shooter Canyon project, the crews were very experienced in removing things that the Forest Service wants removed and other than one hiccup in Six Shooter Canyon with some small cottonwood tree that they were nursing, the crews did a really good job. Mr. Bolinger stated that he would definitely bring this up with Mr. Jardine just to make sure the County isn't removing something that they'll come back later and say these crews shouldn't have removed. Vice-Chairman Martin stated that she hasn't been out on that creek in awhile; however, if the County and crews aren't really careful, something might be cut down that is alive. Vice-Chairman Martin stated that she ran into this situation before where somebody was allowed dead and down wood and cut down something that was alive and "it gets real sticky then." Mr. Stratton stated that he has had some good discussions with Mr. Jardine and Greg, the biologist. As general information for the Board, a lot of the dead and down wood are trees and some of it is actually brush that has woven itself in between the willow trees and other trees. That is primarily the type of wood the County wants to remove because that's what churns the water. He agreed with Mr. Bolinger that the crews are very good and very knowledgeable. He also stated that neither he nor Mr. Bolinger could guarantee the Board that nothing is going to happen. During conversations with Mr. Jardine and Greg, and given past experience working with these crews, all of them believe that should damage occur, it would be minimal. Vice-Chairman Martin stated that she just wondered if the Forest Service would be going along with the County and crews to inspect the work as it is completed and not afterward. Mr. Stratton stated that the Forest Service has not said that but since that area is of a critical nature he believed "they will keep a pretty good eye on us." Vice-Chairman Martin requested to

make that definitive one way or the other by taking the initiative and asking for the U.S. Forest Service to be along with the County and crews as it stops a lot of blame later when there are unintended consequences. Supervisor Dawson stated, "I absolutely disagree from the experience in Dripping Springs with the Arizona Department of Environmental Quality...When we start inviting federal inspections, which is however these guides turn out or whoever they are, their job is to create problems. I'm sorry." Mr. Stratton stated that since the biologist is actually assigned to that area and he's the one that has flagged the critical habitat that the County needs to stay away from, he's 99% sure the biologist is going to be there. Chairman Pastor stated that in the letter from Kelly Jardine, it does say that they (the U.S. Forest Service) are going to be, or he kind of indicated that they would be checking on everything, but he doesn't know if they're actually going to be there all the time. Mr. Stratton stated that he's not sure they have the manpower to be there all of the time, but he was pretty sure they're going to be monitoring it. Vice-Chairman Martin stated that she didn't see the letter. Chairman Pastor advised her that the letter is included with the next agenda item. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously authorized the Chairman of the Board of Supervisors to sign Amendment No. 1 to the Crew Use Contract dated February 23, 2011, between Gila County and the Arizona State Forestry Division, and to allow Gila County to expend up to \$48,800 utilizing the Wild Land Fire Crews for removal of debris from Tonto Creek for the period of March 7 through March 31, 2011.

Item 3 - Information/Discussion/Action to authorize the Chairman of the Board of Supervisors to sign USDA Forest Service Contract No. FS-2800-9 (7/2007) for the purchase of mineral materials at no cost to Gila County in order to reduce the height of existing sandbars in the Tonto Creek and allow the County to expend up to \$39,290.40 in order to extract the purchased minerals.

Mr. Stratton stated that this project is a collaborative effort utilizing both HURF (Highway User Revenue Funds) resources and General Fund resources. Mr. Stratton stated that this process began in December 2010, when he spoke with Ron Fowler of the U.S. Army Corps of Engineers (Corps) and explained that the County was going to be removing these minerals or aggregate under the Tulloch Ruling, over which the Corp of Engineers has no jurisdiction. It is different from channelizing and Mr. Fowler agreed. Mr. Stratton stated that in speaking with Ranger Kelly Jardine about this, some of the materials that will be removed can be used for shoulder buildup on U.S. Forest Service roads that the County maintains. Partial HURF funds can be utilized and the other portion of the material will be used on other County projects, so the project will be partially paid for by HURF funds and the other portion by General Funds. He advised the Board that the County intends to rent a 966 loader and with Board approval, it will be delivered tomorrow to begin work on Monday. The County will also rent 2 dump trucks from Payson Concrete and will hire a

temporary loader operator that is experienced and lives in that area. Two of the County's dump trucks, 1 water truck and 1 blade on the project will also be utilized. The 966-rented loader will use approximately 6.5 gallons of fuel per hour at \$3.71/gallon for a total cost of approximately \$6,500. The rental for the 2 trucks will be \$10,400 each and everything is based on 160 hours—40 hours a week for 4 weeks. The fuel for the County owned equipment, which Mr. Stratton proposed that those costs be split as well, would be just under \$1,500 per piece of equipment. The total cost from the General Fund would be a commitment of approximately \$33,192 and the HURF funds contribution would be \$15,152.20 plus the labor, which is equal to about another \$13,000 including benefits. Chairman Pastor inquired whether the total cost for the project would be the \$39,000. Mr. Stratton replied that the total project cost would come up to just over \$48,000, a combination of General Funds and HURF funds. Chairman Pastor then inquired whether the motion should be for \$39,000 or \$48,000. Mr. Stratton replied that he would prefer that the motion be for \$39,000 of General Funds; however, the General Fund is not bearing the whole cost on this project. He also clarified that the depth to which the County would be removing materials, will not go below the elevation of the adjacent roadway whether it be the Bar-X Crossing, the Store Crossing or the A-Crossing. Using the elevation of the roadway does give the County the argument that it is not channelizing by any means, and that is agreed upon with the U.S. Forest Service and the Corps. Mr. Stratton stated that other clarification he wanted make to the Board and the residents is that because of critical habitat problems that would have delayed this permit, the County cannot work above the Bar-X Crossing. The County was going to work 50-100 yards in each direction of each of the crossings, but will not be working above the Bar-X. Chairman Pastor referenced the letter received from Ranger Kelly Jardine in which Mr. Jardine states, "My staff will mark the boundaries for the sand bar excavation work and coordinate closely with the Gila County crew completing the work to ensure that those boundaries are known and understood by all." Chairman Pastor stated that by Mr. Jardine making this statement, he believes they will be aware of where the County is working and what it is doing and should be monitoring it throughout the project. Vice-Chairman Martin stated that she was glad to hear the County won't be going below the existing roadway because she is so distrustful of the whole process with the U.S. Forest Service. She also expressed another concern and wondered if there had been any conversation about liability getting shifted to the County in the future where they could point to this as causing something in the future. Vice-Chairman Martin stated, "I'm skeptical as heck when we deal with this kind of a deal especially something that just shows up and drops in our lap with this and it makes me wonder if there's any potential liability that could be shifted to us in the future because of changing the flow patterns or any other thing they could come up with." Mr. Stratton replied that there has not been any conversation concerning liability with the U.S. Forest Service or with anyone else. Mr. Stratton stated, "We are going about this in such a manner that we are working in the middle of the channel and we will monitor

what effects we do have on the channel itself and any water shifting. We're hopeful that by doing this, it will allow the water to stay more in the middle and not go bank to bank and not cut those banks and dikes, but as I said all we can do is monitor it." Vice-Chairman Martin inquired whether someone could take photographs before the project starts, during the project work and after the project is completed. Mr. Stratton replied, "Absolutely, we will document all of our activities and Kelly Jardine has met on site with Lonnie Cline and Brent Cline (County employees) and they do understand." Vice-Chairman Martin stated, "I would like pictures too, actual pictures of the before, during and after. I just think we can't be too careful on some of this stuff." Mr. Stratton replied, "We will make a nice scrapbook for everybody." Supervisor Dawson stated, "The thing that gets me is once we get permission to get in there and try to clean this up, there never seems to be a concern about the critical human existence; flooding, those banks changing, but we have to be--we can't go about cleaning up because we might bother the critical habitat of the flycatcher." Mr. Stratton added one additional comment for the Board and to add to Mr. Bolinger's previous comments about the Forest Service land, the County does have TCEs (temporary construction easements) from the other parcels that the County feels may be impacted and everyone has been very cooperative in getting those to the County. Vice-Chairman Martin made the motion that the Board authorize the Chairman of the Board of Supervisors to sign USDA Forest Service Contract No. FS-2800-9 (7/2007) for the purchase of mineral materials at no cost to Gila County in order to reduce the height of existing sandbars in the Tonto Creek and allow the County to expend up to \$39,290.40 in order to extract the purchased minerals. The motion was seconded by Supervisor Dawson. Vice-Chairman Martin then amended her motion to include that the \$39,290.40 would be a General Fund expenditure, which was seconded by Supervisor Dawson. The motion passed unanimously.

Item 4 - Information/Discussion/Action to authorize the Public Works Division to proceed with the repair of Roosevelt Gardens East and authorize the expenditure of funds of a not to exceed amount of \$40,000.

Mr. Stratton stated that this project is totally funded by the General Fund with no HURF funds involved. He stated that the County was successful in receiving a Nationwide No. 3 Permit from the Army Corps of Engineers with the assistance of Westland Resources. The Nationwide Permit will allow the County to replace the riprap that is missing on the face of the dike. The riprap has to be hand placed and cannot be placed with machinery in order to assure that it will not roll down and take out the willow trees because of the willow flycatcher. Mr. Stratton stated that it is believed that the County has enough riprap, which was purchased from a road project close to Miami, of approximately 600 yards that would be enough to replace the missing riprap on the face of the dike and allow for running a 2-foot-wide ribbon on the top of the dike for 900 feet. This would allow the riprap to actually lock into each other. He explained that it's angular; it's shot rock, quaried rock rather than

the rounded rock and it will turn water better and won't roll in the stream. He stated that it's important that that face rock be replaced and then locked in with at least a couple of feet of riprap on the top in order to help it remain secure. Chairman Pastor inquired if he was referring to Roosevelt Gardens East. Mr. Stratton replied that this particular dike is located in that subdivision along with others dikes, but this one is located by most of the homes. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously authorized the Public Works Division to proceed with the repair of Roosevelt Gardens East and authorize the expenditure of funds of a not to exceed amount of \$40,000.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 4:34 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 15, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Linda Eastlick led the Pledge of Allegiance and Reverend Dan Lowe of the Hospice Compassus in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Recognition of the following five (5) employees for February's Spotlight on Employees" Program: Claudia DalMolin, Art Salcido, Darcia Bender, Mike Johnson and Sarah Haynie.

Julye Bocado-Homan, Human Resources Deputy Director, presented gift cards as recognition awards to 5 employees for February's "Spotlight on Employees" Program as follows: Claudia DalMolin, Art Salcido, Darcia Bender, Mike Johnson and Sarah Haynie. Each Board member thanked the employees for their dedicated work.

Item 3 – PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to approve Order No. LL-11-02, an application submitted by Russell S. Griffith/Flying Raven Ranch, LLC for a person to person transfer of a Series 9 liquor store license with an interim permit to operate under the business name of

Buddi, of which the license will be in use at Buddi's Gas and Mini Mart located in Young.

Marian Sheppard, Chief Deputy Clerk, stated that this is a liquor license application for Series 9 liquor store license. She stated that Gila County has an internal process whereby the Health Department and the Building Safety Permitting Department review the application and go to the site to ensure that the applicant is following all internal procedures. There was one issue that the Building Safety Permitting Department had regarding electrical and generator wiring; however, the applicant is cooperating so the Department does recommend Board approval. Ms. Sheppard stated that she has not received any letters of objection and recommended the Board's approval and noted that it will be submitted to the State Department of Liquor License and Control for final approval. Chairman Pastor opened the public hearing and called for public comment; none was received. He closed the public hearing and entertained a motion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Order No. LL-11-02, an application submitted by Russell S. Griffith/Flying Raven Ranch, LLC for a person to person transfer of a Series 9 liquor store license with an interim permit to operate under the business name of Buddi, of which the license will be in use at Buddi's Gas and Mini Mart located in Young.

Item 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to award a Gila County Economic Development Grant in the amount of \$15,000 to the Boys and Girls Club of Globe (Club) for the purpose of reopening the Club.

Mickie Nye, President of the Boys and Girls Club of Globe (B&G Club), stated that the funds being requested are to assist in successfully opening and sustaining the B&G Club of Globe. He stated that it is an independent organization, which is no longer affiliated with the Boys and Girls Club of San Carlos, Arizona. The annual budget is \$125,000 and the stakeholders include, but are not limited to the following: City of Globe; United Fund, Freeport McMoran & Gold, and Gila County as well as dues from the members. Other fund-raising includes an annual golf tournament and there are approximately a dozen local businesses and another dozen individuals that contribute money to the B&G Club in dollar amounts ranging from \$250 to \$5,000. Grants are also being actively sought to help the B&G Club with its programs and the members. All fundraising is done by volunteers. The B&G Club currently employs 2 people—one is a full time person and the other is part time. There are 5-6 volunteers also assisting and it is anticipated that approximately 6 people will be hired for the summer program and Sabrina Jones is the Director. He stated that currently there are over 35 members attending the Club's activities on a daily basis and in the summer time the B&G Club has historically had about 180 local youth participating in the program. Mr. Nye

stated that no one is denied membership to the B&G Club as there are scholarships available to those who can't afford to pay the \$25 monthly dues. The B&G Club is recognized as a corporation in good standing with the state of Arizona and has also applied for a nonprofit status with the Internal Revenue Service. In the interim, the B&G Club is using the Signal Peak Community Foundation as its non-profit sponsor for fund-raising activities. He stated that the grant being requested will keep the B&G Club open and sustainable for the members and communities served. The officers of the B&G Club board include the following: Carmen Casillas, First Vice-President; James Haley, Second Vice-President; Lucy Gomez, Secretary; Sharon Listiak, Treasurer; and Cynthia Bach, Fund Raising Officer. Other members of the Board include Karen Haley, Alexis Rivera, Ann Tolman, Claudia DalMolin, Nancy Rutherford, Carol Moore and Lisa Nye. Mr. Nye respectfully requested the award of this grant.

Supervisor Dawson stated, "I certainly want to speak in support of this B&G Club. As the economy is difficult and we have people who work hours when children need to be under supervision, the B&G Club offers that. I have mentioned before that I think this should be a line item, budgeted item in our budget, because I do feel that it is appropriate that we help sponsor this and that the B&G Club not have to annually or more frequently be out trying to figure out how they are going to keep their doors open. So I strongly support it." Chairman Pastor stated that 2-3 years ago the B&G Club came to the Board and asked for the County's support and the Board committed for 3 years at \$15,000/year. Chairman Pastor stated, "I think Supervisor Dawson and myself committed constituent services funds for that project. Is that what this request is for? Is this that same request that you made in October or is this a whole new request?" Mr. Nye stated this is a whole new request; it was not a request for funding from supervisors' constituent services money, but rather this was a request for an economic development grant. Chairman Pastor stated, "I would be agreeable to go ahead and make the third year contribution of our commitment to the B&G Club that we did a couple of years back when Mr. Besich--before we hired Don (McDaniel) and then there has been some discussion about a budget line item for some sort of funding available to those organizations that come to the County, but that hasn't been decided yet and those will be taken up in further discussions during the budget process. I would suggest we go ahead, if Supervisor Dawson is agreeable to it, that we commit to the third year of that pledge we made 2 years ago and meet the funding which would be \$7,500 from the 2 of us. I know, Supervisor Martin, I don't think you committed to that 3-year commitment at that time. If you would like to, we would invite you to, but I understand if you didn't. The commitment was from Supervisor Dawson and myself at the time." Vice-Chairman Martin stated, "I'm glad you made that clarification because I was sitting here under the impression it was the third year of that commitment you all made. I've had some extra commitments I've made this year that I covered for all 3 of us like the fishing derby and things like that, so I don't know where I'm at with that. I would have to stop and look but I agree with you in that let's revisit this as a separate grant sometime in future, but let's finish up that

commitment.” Chairman Pastor inquired if that was agreeable with Supervisor Dawson. Supervisor Dawson replied, “Yes, I have no problem with it being constituency funds. My problem with it being an economic development grant in the future is that future boards may not see the value of the B&G Club and I just would strongly urge that as we go into the budget we look at the B&G Club as a specific line item in our budget and not as an annual grant that they have to be worried about from year to year. You can’t make long range plans and have staff if you are every year wondering and certainly our school districts are doing that this year, wondering where their funds are coming from.” Chairman Pastor stated, “I understand that point and I think during the budget discussions that are coming up, I think the County Manager has those scheduled for March 23rd and I’m sure there will be many different discussions on many different items so this is just an item to add to the list for the discussion and we will proceed from that point. But what I would do, I would entertain a motion that we commit to the 3-year commitment that we had and that will provide the funding that you need at this point. Chairman Pastor stated to Mr. Nye that he also believed that Mr. Nye also requested some HURF (Highway Users Revenue Funding) funds that were put on hold. He stated, “I don’t want to say those funds are still committed to the B&G Club, but I know the discussion kind of led to we would hold those funds back until you came forward to let us know what the status of the B&G Club was.” Mr. Nye stated, “We certainly appreciate the Board’s support and anybody is more than welcome to come out and visit the Club and watch the activities that we provide.” Supervisor Dawson made the motion that the Board grant a \$15,000 constituency fund grant from District 2 and District 3, a total grant of \$15,000 to the B&G Club of Globe for the purpose of reopening and sustaining the Club. The motion was seconded by Vice-Chairman Martin and unanimously approved by the Board.

4B. Information/Discussion/Action to approve the allocation of \$50,000 of Gila County's Secure Rural Schools Funds (Forest Fees) for FY 2010-2011 to Roads, and to distribute to Gila County School Districts the remaining funds of \$1,643,792.

Linda O’Dell, School Superintendent, requested that the Board approve a recommendation from her office that is supported by the County Management Team as well as the school districts throughout Gila County regarding the distribution of Secure Rural Schools (SRS) funds that have been received in Gila County this year. She stated that the Secure Rural Schools and Community Self Determination Act was first initiated in 2000. It was reauthorized in 2008 for a 4-year period and this is the third of those 4 years. She stated that the County has been assured of at least some amount of money for the next fiscal year; however, beyond that it’s questionable as it is a controversial issue in Congress. She advised that of the total amount of money that comes into the County for SRS, 20% is taken right off the top for the Resource Advisory Committee (RAC) which then allocates the remaining funds

back to the counties in that region. The remaining 80% comes into Gila County and is distributed between 2 entities for roads and schools. She stated that in the past 2 years, the Board has allocated the majority of the funding to schools and \$50,000 has been set aside in each of the last 2 years for roads. The request will be the same for this year. Ms. O'Dell then presented a PowerPoint chart showing that the total allocation for Gila County out of this fund was \$2,117,240. The RAC will take 20%, which amounts to \$423,448, leaving a County share to be distributed to roads and schools of \$1,693,792. Ms. O'Dell then subtracted out the \$50,000 as recommended for roads, leaving the remaining amount of \$1,643,792 for schools. She noted that this year, in contrast to past years, all of the monies are being allocated to the school districts. In the past, the school districts and the Board as well as management have allowed and approved a portion of the overall funding to be held by the County School Superintendent's Office for a number of activities; however, a recent audit has demanded that not been done. She stated that any monies that are held in the County, either for roads or for example for the County School Superintendent's Office, would reduce the amount of the County's PILT (Payment in Lieu of Taxes) at the other end of the spectrum for funding coming in for roads. Ms. O'Dell advised that she does have an agreement from all of the school districts. The school districts had originally approved an allocation of \$183,500 to the County School Superintendent's Office for continued support for services; however, that was before the audit came out. Once the audit report was received, Ms. O'Dell stated that she proposed to the school districts and discussed with management the possibility of asking the school districts to set aside their portion of that \$183,500 for purposes of then purchasing services back from the County School Superintendent's Office. She stated that the total allocation for each school district is based on exactly the same formula that was used last year in that the monies are divided out by a percentage of the base, as a base; a percentage for forest acreage; and a percentage for ADM (Average Daily Membership) enrollment. The other columns shown are more for information. Also noted was last year's allocations by school district, which included in the bottom the County School Superintendent's Office. This also reflected the dollar decrease from last year to this year as well as the percentage decrease for each district from last year to this year. Another piece of information provided on this document was the enrollment figures for the last 3 years, which showed an overall decrease in the County in its public schools. The most significant change from last year to this year for the accommodation district was that the Gila County Regional School District is now providing education services to the San Carlos Juvenile Detention Center so the enrollment did increase substantially over the last couple of years. Ms. O'Dell then addressed the issue of conversations that she's had with superintendents about the set aside of funds for purchasing services from the County School Superintendent's Office. She stated that the Payson School District has declined and it is holding \$48,593 and for the Board's information, that purchases a teacher's salary and benefits. Ms. O'Dell stated that she clearly understands and there is no

animosity. The Miami School District is opting to keep its \$25,642. Globe School District is opting to hold its funds for the moment, but has indicated that for specific services they would be interested in contracting with the County School Superintendent's Office. She stated that at this point the Gila County Regional School will set aside funds for services as well as the school districts of Hayden-Winkelman, Pine-Strawberry, San Carlos, and Young. Tonto Basin "is in flux at the moment" as they are in the process of hiring a new superintendent and they want the superintendent involved. With the total set aside funds that will come back to Ms. O'Dell's Office, there will be enough to contract with a full time curriculum specialist that will help the school districts train and implement the new common course standards in math and language arts, so there is a dedicated purpose for that funding. Supervisor Dawson stated that while she was in Washington, D.C., she met with Senators McCain and Kyl, who have indicated that there will not be continued funding for SRS. However, Supervisor Dawson also met with Utah Representative Rob Bishop, who was instrumental in the PILT funding and in the SRS. He was not aware of Senator McCain's clear opposition to SRS and in July she plans on meeting again with Congressman Bishop to see what can be done. Supervisor Dawson believes these funds are vital and she doesn't begrudge any school district saying they can't afford to withhold any of these funds although curriculum development is certainly critical for them. What Arizona and federal legislators do with education is certainly a big concern for this nation. Vice-Chairman Martin stated that in its simplicity, SRS money is supposed to be to pick up the production dollar loss from U.S. Forest Service lands and that conversation hasn't changed except for getting even less and fewer production dollars for Forest Service land. She stated that the SRS money along with PILT money is supposed to go to those counties which are so dependent on federal lands. They either have to open that production back up or they have to provide this funding. She stated, "To me it's just one way or the other. I will be making that case and any help you can give me on making that case I want..., including from Ms. O'Dell. I really appreciate the fact that we have this funding finally over the last few years, and I think we need to pull all stops to keep it going." Chairman Pastor agreed with both of the supervisors and stated that in a meeting with Senators Kyl and McCain, Senator Kyl stated that this was supposed to be temporary funding and that's the way they were looking at it right now. Mr. Pastor then met with Congressman Gosar's staff and Congressman Pastor's staff and emphasized that SRS and PILT funding were important especially to the western United States. Although there were comments about it being temporary funding, Chairman Pastor believes that NACO (National Association of Counties) has identified it as a priority for its lobbying efforts, too, so hopefully some logical decision making will come back there when it comes to rural schools. Ms. O'Dell stated that the school districts in the County are looking very carefully at how much money they may or may not have and how that money is being utilized and the forest fee monies are very important to them. She stated that in the past years some school districts have held that funding and are now using it for salaries. She

emphasized that these funds are intended to replace funding that is not available to the County school districts by virtue of gaining revenues from the forest lands, which is an important thing to remember. With the percentage of public lands in Gila County, that is critical. Ms. O'Dell stated that she is aware from Tim Carter, President of NACO as well as Yavapai County School Superintendent, in reporting from his last trip to Washington, D.C. that our congressmen with the exception of one seem to be in support, so she does not believe that fight is over yet. She thanked the Board for its support of education as well. Ms. O'Dell addressed one final item in regard to a spreadsheet that shows what the original projections were for these funds for the past 4 years and what the actual funding levels have been for the counties in Arizona. She noted that the County has not in any of those years received the amount that was originally projected. In the first year, the amount was significantly down; last year there was a 10% increase in the amount of funding so the second year there was actually more funding through this source than the first year; and this year to the schools, there is a 17.13% decrease from last year. The overall decrease to Gila County is estimated at approximately 16.85%. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the allocation of \$50,000 of Gila County's Secure Rural Schools Funds (Forest Fees) for FY 2010-2011 to Roads, and to distribute to Gila County School Districts the remaining funds of \$1,643,792.

4C. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve the Dedicated Internet Access Service Agreement between the Gila County Library District and Network Services for Internet access for the Hayden Public Library at a cost of \$370 per month for the period July 1, 2011, through June 30, 2012.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, stated that this Agreement is in keeping with the process in the Gila County Library District of providing Internet access and connectivity for the 8 rural libraries in Gila County and following the process that is set out by the Schools and Libraries Coalition (SLC), which is called the E-Rate, a rebate program. Every 3 years the Library District request bids for Internet service for the libraries and one change this year is that instead of requesting 3-year contracts, the Arizona State Library, Archives and Public Records has requested that the library districts only ask for a 1-year contract because of SACCNet, which is the State of Arizona Counties Communication Network project that is scheduled to come into existence later this year. She stated that the Gila County Library District couldn't contract with SACCNet for this activity and still meet the E-Rate deadline, so this will be a contract for just one year. Ms. Griffin stated that

this contract was with Network Services in the past at a cost of \$350 per month for the 3-year contract. Two companies responded to the request for proposals, Qwest and Network Services; however, QWest declined to respond to a request for a 1-year contract and the price from Network Services went up \$20 per month. Ms. Griffin stated that she believes that SACNet will also charge approximately \$350 per month. This Agreement is for the dedicated T-1 connectivity for the Hayden Public Library. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the Dedicated Internet Access Service Agreement between the Gila County Library District and Network Services for Internet access for the Hayden Public Library at a cost of \$370 per month for the period July 1, 2011, through June 30, 2012.

4D. Information/Discussion/Action to approve the Library Website Contract between the Gila County Library District and Piper Mountain Webs, LLC for website design, hosting services and technical support for the period March 15, 2011, through March 14, 2016, at a total cost of \$4,050.

Ms. Griffin stated that the Gila County Library District received an LSTA (Library Services & Technology Act) grant from the Arizona State Library to get Gila County libraries on an Internet website. She stated, "The Library District has a web presence; it's just sort of lame from the perspective of our card catalog." This particular grant will be to refresh Gila County's Library District website, and give each of the libraries who don't have a website, access to a web page within it so each library can manage the content of it as well as links to access the libraries that already do have websites." She stated that in keeping with this grant, which expires on August 3rd, the grant requirements state that the Library District cannot pay for the annual web hosting and cannot pay for anything past the end of the grant. The grant will pay for the \$800 one-time design and setup fee for the public library website template, including a kid pack, a teen pack and 100 pages, if needed. This will be done by Piper Mountain Webs, LLC, whose sole business is to build websites for libraries. Each library that will be participating will have the ability to keep its own pages up to date. Ms. Griffin stated that the annual hosting and content-management training and support will cost \$650 per year. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the Library Website Contract between the Gila County Library District and Piper Mountain Webs, LLC for website design, hosting services and technical support for the period March 15, 2011, through March 14, 2016, at a total cost of \$4,050.

4E. Information/Discussion/Action to ratify approval of a Library Services and Technology Act (LSTA) Grant Application to the Arizona State Library, Archives, and Public Records in the amount of \$30,000 for a Centennial Experience Grant for the period June 16, 2011, through

August 3, 2012. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)

Ms. Griffin requested the Board's ratification of a LSTA Grant Application for a Centennial Experience Grant that was due to the Arizona State Library yesterday; hence the request for ratification. Per the LSTA guidelines, the funds are to be used for projects between June 16, 2011, and August 3, 2012. There are 4-5 categories within LSTA guidelines and the category that the Gila County libraries collectively chose to apply for is under the grant category of "Centennial Experience." She stated that from this \$30,000 grant, \$13,750 will be used for books and materials to refresh and update the Arizona collections in each of the 8 public libraries; \$6,200 will be used to provide for speakers and travel for speakers to assist the libraries in celebrating Arizona's Centennial starting next January or February, to highlight Arizona's history with displays, with programs, etc.; and each library is in the planning stages of a signature event to help increase their residents' understanding of Arizona history as well as give a little Centennial celebration in each of the 8 communities. Ms. Griffin advised that there are no required matching funds and she will be notified in May if the grant is awarded to the Gila County Library District. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously ratified approval of a Library Services and Technology Act (LSTA) Grant Application to the Arizona State Library, Archives, and Public Records in the amount of \$30,000 for a Centennial Experience Grant for the period June 16, 2011, through August 3, 2012.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board reconvened as the Gila County Board of Supervisors.

4F. Information/Discussion/Action to approve a temporary decrease in the cost of wastewater certification classes from \$100 to \$50 for the year ending on December 31, 2011.

Bob Gould, Community Development Division Director, stated that Jake Garrett, Environmental Engineer Manager, and Jafetsdottir Svanhildur, Environmental Engineer Specialist, for the County approached him several weeks ago regarding mandatory classes that are required by the County to be taken by all people who conduct soil investigation services in Gila County. They requested that Mr. Gould ask the Board to consider decreasing those fees for this year. It appears that the County will not lose money by doing so, but will just break even on the course this year. He advised that businesses providing this service have had a very difficult year, especially for some contractors who have not had a single job with the County this fiscal year. In light of that, Mr. Gould stated that he and staff request that the Board consider decreasing the fee to \$50 in lieu of the \$100 fee this year. The fee will be considered again during the normal code update process as to what the fee

should really be for the next year. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved a temporary decrease in the cost of wastewater certification classes from \$100 to \$50 for the year ending on December 31, 2011.

4G. Information/Discussion/Action to approve an Agreement between the Gila County Board of Supervisors, the Gila County Sheriff's Office, and the Tonto Apache Tribe for dispatch services to the Tonto Apache Tribe Police Department for the period that commences March 1, 2011, through December 31, 2011.

Adam Shepherd, Undersheriff, stated that last fall the Sheriff's Office was contacted by the Police Chief of the Tonto Apache Tribe in Payson because they had some concerns about their dispatching services and wanted to explore the Gila County Sheriff's Office taking over that contract. Mr. Shepherd stated that there were some unique challenges, which were obviously technical in nature, and the Sheriff's Office had to ensure that the tribal equipment could coexist with the Sheriff's Office current system. There were also some legal issues, which were handled by Bryan Chambers, Chief Deputy County Attorney, and the Tribe's attorney. He stated that this involves dealing with a federal entity, not a state entity, so it's not quite as seamless when entering into agreements as it would be if it was just another state agency. Also of concern were some information sharing issues as far as the state was concerned. He stated that although there is a lot of interface with reservations in the state, there is not a lot of practice as far as a county agency picking up contracted services of this nature with a tribe. He stated that there are some agreements that the Sheriff's Office is treading on very lightly and continues to do so. This is the reason that Exhibit A contains some careful wording regarding dealing with some of the information sharing with the state. The Sheriff's Office has worked on this agreement for several months and the agreement being requested for approval by the Board was approved by the Tonto Apache Tribal Council and signed by Chairman Smith on the 25th of January. Mr. Shepherd stated that on behalf of Sheriff Armer, "It looks like this is going to be a good fit for us. We are able to absorb their traffic and it looks like we can work out all the other things and challenges that make this work. We would support your approving this agreement." Vice-Chairman Martin stated "It just helps consolidate the dispatching and I'm always pleased to do that." Chairman Pastor inquired whether there were still some changes that needed to be made. Mr. Shepherd replied that they are going to review some of the wording of the agreement and tweak it and there may be other issues that arise regarding the data sharing because it's still part of a big question, but for now the Sheriff's Office has been providing dispatching services since November 2010 and continues to move forward. Chairman Pastor inquired of Mr. Chambers if some wording should be included in the motion that would indicate that there might be some tweaking of the agreement. Mr. Chambers replied that it would be up to the Board. He stated, "You could do it either way since what would be done today,

if it's approved, would be approving the agreement in its current form. That's sufficient. The agreement does provide for a very short termination clause if either party wants it terminated, so immediately upon approving the agreement, the Board could entertain negotiations with the Tribe to change the length and have it limited to a certain time." Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved an Agreement between the Gila County Board of Supervisors, the Gila County Sheriff's Office, and the Tonto Apache Tribe for dispatch services to the Tonto Apache Tribe Police Department for the period that commences March 1, 2011, through December 31, 2011.

4H. Information/Discussion/Action to adopt Resolution No. 11-03-03, amending the revised Guidelines for the selection of the Gila County Redistricting Advisory Committee which were established by Gila County Resolution No. 11-03-02, and selecting additional Redistricting Advisory Committee members.

Linda Eastlick, Elections Director, recommended that the Board adopt the resolution, amending the Guidelines for the selection of the Gila County Redistricting Advisory Committee (RAC) in order to provide the opportunity for the Board to consider increasing the number of RAC members from 9 to 12. Further, the Guidelines would be amended to provide for no more than 5 Republicans and 5 Democrats and no less than 2 individuals who are unaffiliated or are of the Independent political party. She stated that included in the Board packet are 2 lists of people--one list contains the current members of the RAC and the second list contains the individuals who were named as alternates as well as all other individuals who have applied to become members of the Committee. She stated that 3 additional names that were added to this list from the last time it was presented to the Board: Mr. James M. Feezor (Supervisor District 1) would also like to be considered as well as Mr. Lynn E. Durst (Supervisor District 3) and Mr. Roberto Sanchez (Supervisor District 3). Ms. Eastlick recommended that the Board consider these amendments to the Guidelines and consider the selection of additional members to the RAC. Supervisor Dawson stated that the Board has tried to appoint a fair number of people and also a representative group. Although the people in her district are all identified as people from Globe, she pointed out that one member was from the San Carlos Apache Reservation and a large portion of her constituents are Hispanic, so she also nominated a Hispanic person. Supervisor Dawson stated, "I don't think that people who looked at this understand that it is fair and unbiased. The fact that the person from San Carlos has a Globe address does not make her a non-Native American." Vice-Chairman Martin noted that one of the people that she picked as an alternate, Christine Harrison, out of Supervisor Dawson's District was now available for consideration by the Board. Ms. Eastlick advised the Board that all of the people on the list that are highlighted with the orange are alternates that would be eligible for consideration for selection. Chairman Pastor noted that he had appointed

Curtis Johnson as one of his members for the RAC; however, since that time Mr. Johnson has been employed by the County so he has submitted a letter of resignation and asked to be replaced on the RAC. Chairman Pastor advised that at this time he was not ready to name a replacement for Mr. Johnson until he can contact one of his alternates to see if that person would be willing to serve. The Board decided to adopt the resolution before proceeding with the selection of additional members. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-03-03 amending the revised Guidelines for the selection of the Gila County Redistricting Advisory Committee, which were established by Gila County Resolution No. 11-03-02. Chairman Pastor inquired for clarification if he would need to pick a replacement for Mr. Johnson today because he preferred to contact his alternates first before committing them as a member. Ms. Eastlick stated that the Board would have to take an action in order to replace Mr. Johnson. Ms. Eastlick then inquired of Mr. Chambers that since Chairman Pastor has just received this resignation, she thought a new selection could be done by the Board either in this session or a subsequent meeting. After reviewing the Guidelines with the Board, Mr. Chambers advised that it appears the appointment to fill the vacancy could possibly be done today or the Board would be justified in waiting until the next meeting because of the 2-week provision. He stated, "I think you could probably argue it either way if you really wanted to appoint someone to fill that vacancy so long as it complied with being of the same political party or status as the person who vacated the office...The one thing that is clear is that the same member who appointed is the person who proposes the name and, of course, that would then be approved by Board action." Chairman Pastor stated that there was a motion and a second and called for the vote. The motion was passed unanimously. The Board then proceeded to select 3 additional members to the RAC. Chairman Pastor selected Robert Dalby of Payson. Vice-Chairman Martin selected James Feezor of Payson. Supervisor Dawson selected Roberto Sanchez of Payson. Chairman Pastor stated that his selection to replace Curtis Johnson would be Gary Andress of Claypool. Vice-Chairman Martin stated that she would keep the 2 alternates she originally selected. Supervisor Dawson selected Marvin Mull as her second alternate from San Carlos. She stated that Mr. Mull would have been on the original list; however, he had to have the approval of his supervisor and didn't receive that until after the original selections were made. Ms. Eastlick advised the Board that the first RAC meeting would be held in the conference room of the Public Works' Star Valley Maintenance Yard, and it would also be conducted by ITV to the Gila County Board of Supervisors' hearing room in Globe at 5:30 p.m. on Tuesday, March 22, 2011, and the public was invited to attend.

4I. Information/Discussion/Action to review Gila County Policy No. BOS-1-2005 - Request for Public Records.

Supervisor Dawson stated, "As those who listen to the wrong radio station are aware, we've been inundated by requests for public information. When I ran for this office, I requested public information and often did not receive any response and so I campaigned hard on the fact that this County needs to be transparent. I still strongly support that. The fact that this has been a deluge of requests, over 20 the last time I checked, I just want to publicly thank Birdie (Berthan DeNero), Jacque (Griffin), Darryl (Griffin), Joe (Heatherly), Steve (Stratton) and Kaycee (Stratton). The number of hours that we are spending on trying to provide the material that is being requested has been exorbitant; it has been extremely costly in County staff time, so I want to thank and commend the staff. On Susan K's (of KWSS Radio) blog, she states: 'Gila County Supervisor Shirley had this put on the agenda after we requested the travel expenses and credit card statements for her last 3 out-of-state trips.' I don't know when my first trip of those last 3 is. I know that my husband's birthday is March 3rd and every March 3rd since I've been on this Board, I've either been packing or leaving for Washington, D.C. because that's when the legislative conference is and I'm there. When someone fills out a request for public information and wants my expenses for my trip that I barely got home from, in fact I think I was on the trip when that was filed and then the news casts says the County has been derelict (they don't use those big words), in providing timely responses. The bills for the March trip are not in and I also went in February at the request of the National Job Corps Association and those my secretary just filed today because the statements just got in. I do not believe that anybody in Gila County government is trying to protect or hide information. I request that any and all employees who know a way of cutting costs, please let us know. As I pointed out earlier in this meeting, we have over \$1 million that we receive from PILT (Payment in Lieu of Taxes) funds. It probably cost \$2,000 for me to go. Linda O'Dell went to a fly-in and it probably cost her about the same—maybe not so much because we flew in and we flew out, in 24 hours time--one hotel maybe. We brought home the bacon according to Senator McCain. Pork it is. We brought PILT funds. We brought home a chartered public school. These are not recreational trips. They are tough trips and we're lucky that there are people who will sacrifice family time to make these trips. I want to make certain that as we start charging a reasonable fee for the copies, and I was going to ask Birdie, Joe and Jacque to come in and stack it up here the number of pages that we have had to produce and we don't just produce 1 copy as the request is, we have to keep a copy of what we've made also of our own dumb records. I am just so frustrated with this waste of our employees' time. If you have charges, please bring them forward. I explained to Susan (of KQSS Radio). She made an accusation against an employee. I said I would forward that immediately to the County Manager, the Sheriff and the County Attorney's Office for prosecution. If it can be substantiated, so be it. If somebody is breaking the law, we don't condone it. We have 650 employees and 99% of those employees are great, dedicated hard working people. I was so frustrated last week and Don unfortunately was out of the office, to see demoralized staff because you don't know what the heck

you are being asked for and nobody is trying to cover up or hide information. The information is here and we want help in cutting costs. We want to be able to use taxpayers' money at the very best way we can, and if the press wants to help us do that, more power to them. If they want to continue to belittle and make false accusations, I'm not hiding any records about any travel and please give us time to get the bills in before you start making accusations. I can also mention that I have a part-time consultant who has a Masters degree, an honor degree from ASU (Arizona State University), one mistake she made in her life, but this woman has a Kronkite degree from ASU. She writes well, she speaks well, she represents Gila County well in relations with intertribal relations and I thank her for being willing to take the guff and accusations that the press has made. Thank you. I don't think there's need for any action on this unless we're going to change how much we can charge." Vice-Chairman Martin stated, "I would like to chime in on that one. I wouldn't mind charging a dollar a page. At some point I'll tell you this crosses the line and becomes harassment of some kind. I don't mind providing information, but we're spending an enormous amount of time in staff time in trying to figure this out, getting exactly the information, making sure it's all complete, go back through it. I'm with you. Everything we've got is an open book and we're willing to share, but at some point enough is enough. Not only do we need to thank those that have been diligent in just providing this information the last several weeks, but also putting the word out to our employees that we are standing behind them. If they are doing something wrong, 'yes' we want to know about it and 'yes' we need to get it solved. Nine times out of ten something is going wrong and we don't even know. Somebody forgot to tell somebody that somebody had left and their name still shows up on a list. It's very frustrating to sit and watch this go on and I honestly think that we ought to charge \$1.00 a page and start now." Chairman Pastor stated, "...I've seen the frustration of our employees for the last 3-4 weeks that's been going on, but I do have to say I don't disagree with the press's right to ask questions and how that gets reported is the press's business, but they are entitled to information. I just think that we probably should sit down as a board in a work session, Bryan (Chambers), with your policy and go through it and maybe explain some of the particulars of it, make sure that we invite the press when we do have that discussion in a work session because it is open. I've never in my career as a public servant, and I'm sure in Vice-Chairman Martin's and Supervisor Dawson's career as public servants, they have always been very honest and straight forward with what they do. I think all of our elected officials and all of our employees--we represent the County; we represent government and we have nothing to hide. I would think that we are very honest and open about it." Vice-Chairman Martin stated, "We need to either charge them a \$1.00 or we need to figure out what it would cost--like an hourly rate. I mean at some point public information is one thing, but the way we are going about it, this outfit is costing us a great deal of taxpayer dollars to chase tails or their tails providing information that is frivolous and it's not even illuminating and it has to stop one way or another. We either have to recoup the cost it costs us and

we need to some way be able to display exactly what they are costing us to provide frivolous information.” Chairman Pastor stated that there is some information in the Public Records Request Policy about the different costs-- \$12.00/hour for labor; \$.25 page; \$2.00 for cassettes; \$5.00 for DVDs. He stated, “If it’s the Board’s pleasure to set in motion a rate today, it’s on the agenda; we could do that.” Bryan Chambers, Chief Deputy County Attorney, stated, “As far as setting a new rate today, what’s on the agenda is reviewing the policy; it’s not setting any new rates. So I would advise against trying to change the rate today. It certainly can go back on the agenda at the next meeting and the Board can consider it then.” Don McDaniel, County Manager, stated, “You currently have an adopted policy with regard to providing public information and charging for that. There are some fairly explicit guidelines in the policy with regard to that. I think they are probably adequate. Let me say that early on when we got the first request for information about cell phones, I was made aware of the policy and made aware of the possibility of charging them and the provision for that in the policy. I chose of my own volition and probably incorrectly to waive those charges and fees thinking at the time that it was the right thing to do rather than being punitive and trying to charge for something that was fairly easily provided. I think circumstances have changed now that we find that it wasn’t one simple request, but it continues to be multiple requests upon requests and probably we’ve reached that point where the Board has good reason to maybe slap my hands and say, ‘Look, don’t waive that fee any longer and go ahead and charge it.’ I think the policy that we currently have adopted is adequate to do that and we’ll sufficiently charge for our costs to provide the information.” Vice-Chairman Martin stated, “...I just think we need to at least enforce what we’ve got going. We need to at least recoup our costs and we need to have somewhere what our costs are so we can say that if the time comes.” Supervisor Dawson stated, “I want to add, I was in Birdie’s office when one of the requests was being made and Birdie had jumped through hoops and created a new chart. They were wanting to know every elected official, every employee, their date of hire, their salary, when they got a raise or whatever. It just went on and on, and Birdie had created this consolidated report and the reporter said, ‘Well that’s what I’ve been wanting all along. Why didn’t you give it to me in the beginning?’ Well she had spent 48 hours creating it. My legal counsel, as I argue these points with him, told me that we do not have to create new documents for them. We must share documents we have, but we don’t have to try to create something that fits their need. We had an employee who made a mistake and was fired. Boy, do they want that juice and do we have some moral obligation.” Chairman Pastor advised Supervisor Dawson, “You can’t get into personnel issues.” Supervisor Dawson stated, “I’m not talking about an individual. We have an obligation to those 650 files to protect them from lawsuits and just to humanely treat people when they have made a mistake. I’ll be darned if I’m going to sit back and continue this process of listening to us being berated as if we’re trying to hide something. We’re trying to be human. We’re trying to treat the press right, provide them with open documents. Remember, wasn’t it just last year when

we were told how transparent Gila County was with our budget and everything on line and then we turn about and have one radio station decide that we are not providing adequate information in a timely manner. Baloney! I did, Mr. McDaniel, in your absence, I did tell the staff last week to charge for the stupid reports and the policy is there and I want it enforced and I do want us to revisit this in a work session. It doesn't have to be in the next work session, but it does need to be addressed..." Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the motion to enforce the existing policy and suggested a work session soon to revisit that policy.

Item 5 - CONSENT AGENDA ACTION ITEMS:

5A. Approval to submit a Grant Application to the Arizona Criminal Justice Commission for the renewal of an existing Victim Assistance Grant in the amount of \$24,029 with a required cash match by the County of \$24,029 from the General Fund.

5B. Approval of Amendment No. 10 to Contract No. E5345511 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training, to extend the contract from May 1, 2011, to June 30, 2011, in order to provide extended employment services to vocational rehabilitation clients in Gila County.

5C. Approval to authorize the Gila Employment and Special Training (GEST) Program Manager to electronically approve Change Order DES080022-22-A1, Work Adjustment Training, through Procure.AZ.gov to extend the current contract from April 1, 2011, to June 30, 2011, which will allow GEST to continue to provide Work Adjustment Training services to the Arizona Department of Economic Security, Rehabilitation Services Administration clients.

5D. Approval to reappoint John Marcanti (Supervisorial District 2) and Bob O'Connor (Supervisorial District 3) to the Gila County Building Safety Advisory and Appeals Board for a four-year term, from January 1, 2011, to December 31, 2014.

5E. Approval of Tonto Natural Resource Conservation District's request to use the Exhibit Hall at the Fairgrounds on March 21-22, 2011, for a workshop with waiver of fees.

5F. Approval of the January 2011 monthly departmental activity report submitted by the Globe Regional Constable.

5G. Approval of the January 2011 monthly departmental activity report submitted by the Recorder's Office.

5H. Approval of the December 2010 and January 2011 monthly departmental activity reports submitted by the Clerk of the Superior Court.

5I. Approval of the January 2011 monthly departmental activity report submitted by the Payson Regional Constable.

5J. Approval of Human Resources reports for the weeks of March 8, 2011, and March 15, 2011.

March 8, 2011

Departure from County Service:

1. Mary Esther Andrade – Clerk of the Court – Court Clerk – 02/23/11 – General Fund – DOH 09/02/97 – Resignation

Position Review:

2. Judy J. Smith – Health & Emergency Services – Grants and Special Projects Specialist – 02/14/11 – Health Services Fund – Change to non-exempt status and change in fund code

Request Permission to Post:

3. Health and Emergency Services – Community Health Assistant – Position vacated by Jami Anderson

SHERIFF'S PERSONNEL ACTION ITEMS

Departure from County Service:

4. Monique R. Perez – Sheriff's Office – Detention Officer – 02/23/11 – General Fund – DOH 02/05/07 - Resignation

March 15, 2011

Departures from County Service:

1. Marion Faubush – Public Works – Building and Grounds Maintenance Worker – 02/28/11 – General Fund – DOH 01/21/08 – Resignation
2. Makenzie Vuksanovich – Recorder – Recorders Clerk – 02/15/11 – General Fund – DOH 04/05/10 – Resignation
3. Gerardo Rojas – Probation – Detention Shift Supervisor – 03/01/11 – General Fund – DOH 12/20/10 - Resignation

Hire to County Service:

4. Katie Meredith – Health & Emergency Services – WIC Breastfeeding Peer Counselor – 02/24/11 – WIC Fund – New Position

Temporary Hires to County Service:

5. Curtis Johnson – Board of Supervisors – Temporary Laborer – 03/14/11 – Constituent Services II Fund
6. Archie Speer – Public Works – Loader Operator – 03/07/11 – Public Works Fund

Departmental Transfers:

7. Tiffiney Sanchez – Treasurer – From Treasurer Services Assistant – To Accounting Clerk Specialist – 03/14/11 – General Fund

SHERIFF’S PERSONNEL ACTION ITEMS

End Probationary Period:

8. Jessica Cruz – Sheriff’s Office – 911 Dispatcher – 03/14/11 – General Fund

5K. Approval of finance reports/demands/transfers for the weeks of March 8, 2011, and March 15, 2011.

March 8, 2011

\$2,531,019.43 was disbursed for County expenses by check numbers 234844 through 235133.

March 15, 2011

\$541,278.57 was disbursed for County expenses by check numbers 235134 through 235304. **(An itemized list of disbursements is permanently on file in the Board of Supervisors’ Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5A-5K.

Item 6 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board’s jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

Dan Adams, a resident of Payson, stated that he would like to revisit the forest fees distribution. He stated, “It seems to me that the great white father is getting off pretty cheap at paying us \$2 million a year to keep 97% of the County lying in fallow with nobody able to make any money from it.” Mr. Adams stated that he was going to contact an ex-councilman and find out what kind of revenue the state is getting that is generated in Oregon and Washington where they have private timber land. He stated that next Tuesday the Stewards of the Range are having a meeting at the Gila County Fairgrounds. The cost will be \$50 to attend and they have been remarkably successful at getting the attention and obedience from bureaucrats at the national, state and local levels. He concluded by stating, “So if there’s anyone tired of Gila County being run by the damned ‘leave us along gang’, they ought to be going to this meeting and start finding out how we can put this forest to work.”

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:48 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 12, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via phone conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager; and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Michael Pastor led the Pledge of Allegiance.

Item 2 - Information/Discussion regarding developing a successful Gila County Economic Development Program.

Chairman Pastor called on Ron Nielson, Small Business Development Center Director for Gila County Community College, to give a presentation. Mr. Nielson gave a brief summary of his work with Okanogan County in Washington State where he was the former Executive Director of the Okanogan County Council for Economic Development. He then began his PowerPoint presentation by explaining the purpose of an Economic Development Corporation (EDC). An economic development corporation is an organization common in the United States, usually a 501(C)(3) non-profit whose mission is to promote economic development within a specific geographical area. He explained that EDCs run the risk of being all things to all people because at times EDCs have a poorly defined mission statement or poorly defined goals and objectives. Frequently the most commonly asked questions come up, especially amongst those who fund or support the entity, “What have you done for me lately?” EDCs need to have a clear sense of direction to avoid falling into the trap of being disorganized and criticized for not having produced tangible results. It is also vitally important to have a central comprehensive plan that works to complement the Chambers of Commerce, government and

tribes by maintaining a close working relationship. Typical EDC services include the following: 1) develops and maintains a commercial-industrial site inventory; 2) geographic information system overlay – working with County planning; and 3) government: a) working knowledge of local planning and zoning; b) works with the community development and the planning & zoning departments to develop the economic development component of the “Comprehensive Plan” including towns, the county, the state and tribes; c) serves as the liaison between the new business and local government in the permitting process; d) has a knowledge of state and federal economic programs and incentives; and e) provides current workforce statistics and government training incentives. Mr. Nielson continued reviewing typical EDC services as follows: 4) infrastructure including sewer; water; internet access and speed of current system and any planned improvements; general ingress and egress of a proposed site; roads, airports and others (rail and interstates if available); public transportation; and multimodal; 5) housing inventory information; 6) K-12 school information; 7) higher education and partnerships for employee training opportunities; 8) quality of life; 9) arts, culture; 10) community support/ or NIMBY (not in my back yard) attitude; 11) conduct local SWOT (strengths, weaknesses, opportunities and threats) analysis and develop a plan to highlight strengths and opportunities and then develop and implement a plan to address weaknesses and threats; 12) coordinate community development priorities and projects; and 13) coordinate local priorities and projects, with Economic Development District (EDD) and Central Arizona Association of Governments (CAAG). He continued on with other typical EDC services that included: 14) new business recruitment; 15) business and job retention; 16) conduct needs assessment; 17) keep current on state economic development plans-economic gardening, incubators, high technology and green business initiative; 18) keep current on federal government initiatives; 19) track economic trends and assess the impacts of state, national and international economics on the local economy; and 20) support and advocate for national and/or state legislation that stabilizes or strengthens our local economy. Mr. Nielson moved on to explain who the economic stakeholders should be. They would include the business community, all levels of government and equally important would be the residents to ensure well paying jobs for both the current residents as well as future generations. Next, what the economy of Gila County has to offer should be determined such as what services are available, tourism, retail, professional, light manufacturing, etc. Mr. Nielson then explained the structure of the EDC, which would be led by a Board of Directors, representing a fair cross section of the community with persons representing the business community, local government, the tribes and concerned citizens. The structure would also include an Executive Committee, an Executive Director and Administrative support staff. The Executive Director would be the face of the organization; would work with the Board to establish goals and objectives; implement plans to achieve the stated goals of the Board; work closely with the stakeholders for proper identification of local needs; coordinate activities with other entities; and would be accountable to the Board

for successful implementation of stated goals. Mr. Nielson concluded his presentation by stating the following: 1) The EDC plays a valuable role, often behind the scenes, to facilitate community and economic development; 2) the EDC is the liaison between business and government; 3) the EDC should serve as the clearing house of knowledge for all economic development in the County; and 4) the EDC should work closely with all levels of government to protect and support local businesses. The presentation was followed by a brief question and answer period by the Board, the audience and Mr. Nielson. Each Board member thanked Mr. Nielson for his presentation. No action was taken by the Board.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:41 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 19, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Sharon Winters led the Pledge of Allegiance and Reverend Joe Hittle of the Calvary Chapel in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Recognition of the following four (4) employees for March's "Spotlight on Employees" Program: Richard Kruger, Linda Rodriguez, Leana Asberry and Becky Lee.

Erica Raymond, Human Resources Assistant, presented gift cards as recognition awards to 4 employees for March's "Spotlight on Employees" Program as follows: Richard Kruger, Linda Rodriguez, Leana Asberry and Becky Lee. Each Board member thanked the employees for their dedicated service.

2B. Presentation on the Copper Corridor Economic Development Coalition's recent achievements and upcoming projects.

Lynn Perez-Hewitt, President; Liz Tuck, Past President; and Mila Lira, Program Manager, were present to give an update on the Copper Corridor Economic Development Coalition (CCEDC). Ms. Hewitt stated that the CCEDC, a non-profit 501(C)(6) organization, is a volunteer coalition that began in 2003 with a vision and mission to develop sustainable communities and a prosperous

future for eastern Pinal County. She reviewed the current officers and staff of the CCEDEC and stated that it is manned by volunteers with the exception of the Program Manager. She also noted that Gila County is a part of the Coalition. This was followed by a presentation by Ms. Tuck showing how CCEDEC has accomplished so much with the help of the following entities: Pinal County, Arizona Office of Tourism, Arizona Commerce Authority, Central Arizona Association of Governments, Central Arizona Community College and the United States Department of Agriculture. Ms. Tuck then spoke on some of the recent regional achievements, which included a new website and marketing materials; a mobile visitor center; an ore cart trail; SET strategic planning for economic development; a business success center funded by the Arizona Commerce Authority and located in Aravipa, which includes consulting services to expand small businesses; and a business inventory sponsored by a grant from Resolution Copper. Ms. Hewitt returned and gave a brief update on CCEDEC's upcoming attractions that will include a business success center on economic gardening; mobile visitor center to go on the road; a leadership academy; an international bird festival; and revamping the CCEDEC website. Ms. Tucker then provided more detail on the ore cart trail, stating that one has already been established in Mammoth. This was followed by Ms. Tucker reviewing CCEDEC's goals and challenges, which include the following: launch the business success center; support the mobile visitor center outreach; other outreach; install another ore cart in Winkelman; develop a knowledge base; establish a leadership academy; and maintain general operations. Ms. Hewitt then reviewed the fiduciary responsibilities and concluded by stating that CCEDEC is grateful for this opportunity to inform the Gila County Board of Supervisors of its desire to make the Copper Corridor a place to live, work, raise families and enjoy the benefits of a southwest rural lifestyle. Supervisor Dawson thanked the CCEDEC staff for their presentation and inquired about the future plans for a leadership academy. Ms. Tuck replied that the first 6-8 sessions will be on leadership skills and the second 4-6 sessions will be bringing in experts like the members of the Board of Supervisors and other public officials to talk about the work they do and how to get involved. The first leadership academy will be held in Aravipa followed by a traveling leadership academy in Superior. Each Board member thanked the CCEDEC staff for their presentation.

Item 3 – REGULAR AGENDA ITEMS:

3A. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors) Information/Discussion/Action to consider a Floodplain Variance Request submitted by Rickie Wood and Nelly Jean Golslin for Parcel No. 304-31-035, located in Gisela Ranches Subdivision, for purposes of a 28-foot by 32-foot garage. **(Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District and reconvene as the Gila County Board of Supervisors)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors.

Steve Sanders, Public Works Deputy Director, stated that Darde deRoulhac, Chief Engineer of the Flood Control District, has provided the Board with very detailed information on this floodplain variance request for a garage from Mr. Wood and Ms. Golslin. He stated that Mr. Wood met with County staff prior to any construction and was told that a floodplain use permit and building permits would be required. The staff worked with him explaining what would be needed to build the garage, how it would need to be elevated and the height to which it would need to be elevated. Mr. Wood chose to not take those recommendations and built his garage the way he wanted. Since then, he was required to appear before the Gila County Hearing Officer for the floodplain violation and was fined. Now he has now chosen to apply for a floodplain variance. Mr. Sanders stated that staff recommends denying the variance. Chairman Pastor inquired if Mr. Wood or Ms. Golslin were present in Payson. Vice-Chairman Martin stated that no one was present to speak on this issue. The Board had no questions, so Chairman Pastor entertained a motion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously denied the floodplain variance request submitted by Rickie Wood and Nelly Jean Golslin for parcel number 304-31-035 located in Gisela Ranches Subdivision for purposes of a 28-foot by 32-foot garage.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors.

3B. Information/Discussion/Action to approve the 2011 Gila County Redistricting Principles which shall be used during the decennial redistricting process.

Linda Eastlick, Elections Director, presented the 2011 Gila County Redistricting Principles to the Board for approval, which included 8 principles that were divided into 3 sections. She stated that the first section includes 2 principles, which are mandatory and must be observed, and are as follows: 1) Districts shall be substantially equal in population to ensure one person-one vote; ensure the total maximum population deviation between districts is less than 10%; and 2) new districts shall not harm minority voting rights. She stated that these 2 principles are federal law and will be observed in the redistricting process. Ms. Eastlick addressed the second section containing 4 principles, which will be considered to the extent practicable, and are as follows: 1) Be contiguous and compact; 2) preserve existing voting precincts and the cores of prior supervisory and community college districts; 3) respect political subdivisions; and 4) be drawn to protect incumbent elected officials. She then presented the third and final section containing 2 principles, which may be considered to the extent practicable, and are as follows: 1) Preserve

communities of interest; and 2) use visible, identifiable geographic features. She explained that “communities of interest” are not necessarily a town; it may be a group of people that have similar needs or desires and those will be discovered through the public meeting process. Ms. Eastlick requested approval of these Redistricting Principles. Each Board member thanked Ms. Eastlick for her efforts and diligence on the redistricting process. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the 2011 Gila County Redistricting Principles, which shall be used during the decennial redistricting process.

3C. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 033011-1 for a merchant services provider for Gila County.

Joseph Heatherly, Finance Director, requested approval to seek proposals for expanded merchant card services. He stated that currently the County has these merchant card services for use by the public available at the landfill, the Treasurer’s Office and the Payson Regional Justice Court. The use of these merchant card services has brought in approximately \$26,000 per month and based on information from the Justice of the Peace Offices and the Clerk of the Superior Court, if the services are expanded, it could increase the volume to approximately \$700,000 per month. He stated that currently the amount of money coming in is by check, cash or other means. Mr. Heatherly clarified that this will not increase revenue to the County, but would just be another means available for the public to make payments directly to the County. This proposal would consolidate all County merchant card services under one umbrella. Upon inquiry by Supervisor Dawson whether the service fee is passed on to the customer, Mr. Heatherly replied that 2 locations do pass on the fee and 1 does not. The proposal will be reviewed for both and there are also questions about whether this is allowable by law. Supervisor Dawson requested that Mr. Heatherly bring that information back to the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously authorized the advertisement of Request for Proposals No. 033011-1 for a merchant services provider for Gila County.

3D. Information/Discussion/Action to approve a Contract for Bookkeeping/Fee Accounting Services between the Gila County Housing Authority and Quality Accounts, LLC at a cost of \$1,260 per year for the period July 1, 2010, through June 30, 2012.

Dave Fletcher, Community Services Division Director, advised the Board that if this contact is approved, Quality Accounts, LLC will conduct a reconciliation of the Housing Authority bank account to its checkbook. The company will also reconcile the County’s account with the U.S. Department of Housing and Urban Development (HUD) as they are familiar with HUD rules and regulations. Also provided will be a Community Services Division monthly balance sheet lining out the restricted net assets, which is County equity for

paying the landlords, as well as the unrestricted net assets, which are used if someone reports in a voucher and the County has to pay over its allotment. He stated that both of these items are necessary for reporting back to HUD. The cost will be \$1,260 per year for 2 years. Chairman Pastor inquired if this was a HUD requirement to hire an outside financial service or if there was a reason Mr. Fletcher didn't use the County's Finance Department. Mr. Fletcher stated that the reason for using a third-party contractor is because his staff prepares the checks that go to the landlords. Also, there is not only reconciliation with the bank, but there is also reconciliation with HUD involved, which has a level of complexity requiring a company that has specific knowledge about HUD programs for reviewing HUD files and to ensure that everything balances. He stated that the person who used to handle this for the County is no longer available; therefore, the County has to find a new vendor that is able to do this work. Discussion ensued with Mr. Heatherly as to whether or not this is something the Finance Department could take over so there are not duplicated efforts; however it was recognized that his department is extremely busy at the current time. Mr. Heatherly stated that it could probably be done in-house. Mr. Fletcher stated that it is standard practice for housing authorities throughout the U.S. to hire a third party to come in and do these reconciliations. By hiring an outside contractor it provides a separation of duties with a disinterested third party, which would provide an honest evaluation of where the County stands. Vice-Chairman Martin stated that while this could be done in-house, she questioned if it should be done since it's at a minimal cost for the next 2 years and would allow time for ongoing discussions between the Community Services Division and the Finance Department to see if it could be done differently after that time. Supervisor Dawson agreed and she stated that during this period rules could be established in the Finance Department regarding the HUD programs so that it would not have to be contracted out later. Chairman Pastor stated that although this particular contract is not a large amount of money, as these small amounts are approved throughout the year for various contracts, it could add up to large sums and the County is looking at critical times over the next few years. Don McDaniel, County Manager, inquired whether HUD reimburses the County to perform these accounting duties and, if so, could it pay the County for the Finance Department performing them in-house? He recommended that the Board hold this item until answers could be received to determine the best way to handle this. Breena York, Fiscal Services Manager for the Community Services Division, stated that HUD only provides the County with approximately \$23,000 in administrative funds, which are used for salaries, office supplies or any costs and the remaining costs are funded by the General Fund for the Section 8 Program, so these costs would not be refunded by HUD. She stated that it could be done in-house; however, it would be an added cost to the County as it's a very in-depth and lengthy process to learn the Chart of Accounts that HUD is working with and it might require getting a sub-system to coordinate with HUD. Ms. York stated that she could work with the Finance Department and noted that HUD was also requesting the County's financial statements for the period July 1 to the current time. Mr. McDaniel stated that

staff could perform the work in-house, but whether or not it would be done in a timely fashion would remain to be seen. He stated that if the Board wanted to avoid the expenditure, it could deny this item and it would be done in-house. It was the consensus of the Board that the contract be approved at this time and ongoing discussions should be held to determine whether this function could be handled in-house in the future. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved a Contract for Bookkeeping/Fee Accounting Services between the Gila County Housing Authority and Quality Accounts, LLC at a cost of \$1,260 per year for the period July 1, 2010, through June 30, 2012.

3E. Information/Discussion/Action to approve Professional Services Contract No. 2015.091/3-2011 between Gila County and Mimi Hurtado Consulting whereby consulting services will be provided for WIA (Workforce Investment Act) monitoring services in the amount of \$4,500 from April 19, 2011, to May 31, 2011.

Barbara Valencia, WIA Program Director, stated that under the WIA, it is a requirement of the local workforce areas to monitor its contractors for compliance with the WIA. This includes checking files, talking to participants and employers, and checking policies and procedures. Ms. Valencia stated that as the only staff member for the WIA program, in the past she has done the monitoring; however, it was brought to her attention that since she provides all of the training, procedures, guidelines and the tools to the Central Arizona Association of Governments to run the program, it might be a conflict of interest for her to continue monitoring. She requested that the Board approve a contract with Mimi Hurtado Consulting for those services, as Ms. Hurtado has 30 years of experience in job training programs. Ms. Valencia also stated that this is a 1-year contract and it has been included in the current-year budget. She advised that due to federal budget cuts, there may not be funding available for this service next year. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Professional Services Contract No. 2015.091/3-2011 between Gila County and Mimi Hurtado Consulting whereby consulting services will be provided for WIA (Workforce Investment Act) monitoring services in the amount of \$4,500 from April 19, 2011, to May 31, 2011.

3F. Information/Discussion/Action to ratify the Chairman's signature on the Section 5310 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of \$88,154, which includes a GEST match of \$10,714, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County.

Dave Caddell, GEST Program Manager, requested approval to ratify the Chairman's signature on this Section 5310 Grant Application because of an April 15, 2011, deadline to apply. He stated that the Section 5310 Grant program helps seniors and disabled people with transportation needs and these funds would be used for the purchase of 2 transport vans. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously ratified the Chairman's signature on the Section 5310 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of \$88,154, which includes a GEST match of \$10,714, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County.

3G. Information/Discussion/Action to ratify the Chairman's signature on the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of \$70,000, which includes a GEST match of \$8,360, for the purchase of one 4-door 4X4 long bed pickup truck and operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.

Mr. Caddell requested approval to ratify the Chairman's signature on this Section 5316 Grant Application because of an earlier deadline to apply. He stated that this program is for employment-related transportation under the group support employment through the County's Division of Development Disabilities contract. The funds will be used to purchase a 4X4, 4-door pickup truck to be used to transport the mobile crew of 3 part-time County employees to work at local businesses in the Globe-Miami area. Mr. Caddell stated that the current vehicle has over 200,000 miles on it and he has been stuck several times at the landfill due to rains. Services are also provided in Payson, which sometimes requires travelling in difficult road conditions; hence, the request for a 4X4 truck. Supervisor Dawson questioned the purchase of the 4X4 truck because of the price of gas and also the higher operating expenses. Chairman Pastor inquired if the vehicle is used every day. Mr. Caddell stated that this is employment-related transportation for individuals for which the County is contracted to provide transportation to and from work every day. Vice-Chairman Martin inquired if this would be a diesel truck. Mr. Caddell stated that he is currently in negotiations with the state and it depends on if the state purchases the vehicles and the County buys it from the state or if the County will actually have to go out for bids. He contacted a couple of dealerships to get some estimates, which were quoted from \$30,000 and \$40,000; hence, his request using the \$40,000 figure, which was confirmed to him by the Arizona Department of Transportation (ADOT) as a good estimate. Vice-Chairman Martin also questioned the need for a 4X4 truck because of the high gas prices for a vehicle that is utilized every day. Mr. Caddell stated that the truck will be used daily at least 4-5 hours per day. He stated that there have been issues in

the past where the current truck has been down and there was no other vehicle available with a 4-door cab that could be borrowed to accommodate the clients and provide that service. Mr. Caddell also added that this is through the state ADOT plan and one of the items in the contingency plan in case of a Countywide emergency is that his department is targeted in transporting those people with special needs to a safe location, so he was reviewing all options of the need for a 4-wheel drive truck. Mr. Caddell stated, "We can go with a 2-wheel drive truck if the Board so wishes." Supervisor Dawson questioned how to make the motion when the application for a 4-wheel drive truck had already been sent out. Mr. Caddell stated that he would contact ADOT to advise them of a change if necessary. Supervisor Dawson stated, "We do not need a 4-wheel drive to get to Payson. I know of no GEST individual who is being served who would be housed in an area where they have to have 4-wheel drive to go get them or take them to a place of employment. Certainly if there is something wrong at the landfill that people can't drive into the landfill without getting stuck, then we need to address the landfill problem, not that we need to require people to have a 4-wheel drive in order to take garbage to the garbage dump." Vice-Chairman Martin also questioned the use of 4-wheel trucks as they are hard to get into. Vice-Chairman Martin made the motion to ratify the Chairman's signature on the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation that has been modified for an amount to be determined, which includes a GEST match of 12% or whatever for the purchase of one 4-door 2X4 long bed pickup truck and operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County. Vice-Chairman Martin noted that she made the motion with the amount left open. The motion was seconded by Supervisor Dawson. Mr. Caddell stated that he would contact ADOT to see if they could make the change from a 4X4 truck to a 2X4 truck. The motion was passed unanimously.

3H. Information/Discussion/Action to approve a Disability Related Employment Services Contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, d/b/a Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2011, through June 30, 2014.

Mr. Caddell stated that this contract will combine 2 current contracts under the Rehabilitation Service Administration, which is the job development and placement and the supported employment contract and will also add another section to the contract. ADES has reduced the hourly rate for both contracts from \$60 per hour (job development/placement) to \$30 per hour and the \$45 per hour rate for the supported employment will be reduced to \$30 per hour. DES has increased the County's meeting rate and incentive once a client is placed into a job and stabilized. ADES has increased the bonuses or incentive rates to compensate for the hourly rate reduction. Upon motion by Supervisor

Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved a Disability Related Employment Services Contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, d/b/a Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2011, through June 30, 2014.

3I. Information/Discussion/Action to ratify the Board of Supervisors' approval for the submission of a State Homeland Security Grant Program Application by the Information Technology Department to the Arizona Department of Homeland Security in the amount of \$39,612 for a secondary microwave drop to be installed at the Gila County Public Works Administration building located at 745 N. Rose Mofford Way in Globe.

Darryl Griffin, Internet Technology Director, requested approval to ratify the Board's approval of the submission of a State Homeland Security Grant Application due to a short window of time in which to apply for the grant. He noted that he had first requested approval from the County Manager. He stated that the microwave drop was originally designed for redundancy from Payson, and the County is already paying for bandwidth through other carriers. This grant funding would have been used for splitting the bandwidth for which the County is currently paying and it would provide some redundancy that he is adamant about especially because of disaster recovery. Mr. Griffin did, however, advise the Board that after he submitted the application, he has received notice that the County was not awarded the grant. He did request that the Board still approve the ratification in the event that some money could possibly come back from another entity that didn't use it. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously ratified the Board of Supervisors' approval for the submission of a State Homeland Security Grant Program Application by the Information Technology Department to the Arizona Department of Homeland Security in the amount of \$39,612 for a secondary microwave drop to be installed at the Gila County Public Works Administration building located at 745 N. Rose Mofford Way in Globe.

3J. Information/Discussion/Action to accept Grant Award No. RFC-09-AZ-2010 from the Arizona Division of Emergency Management in the amount of \$176,924 for property acquisition for flood mitigation.

Matthew Bolinger, Health and Emergency Services Division Director, requested approval of this grant award. He advised that this has been an ongoing process for 2 years and it has been a team effort by various departments. He also noted that Mr. and Mr. Pool were present and stated, "They have been very patient with us working through this grant application. This is the first 100% repetitive flood claim that has been awarded in Region 9, so this is a big deal for Gila County." It is a 100% award that will include the cost of the demolition of the property and then Gila County will hold that property. Mr. Pool thanked

the Board. Chairman Pastor advised that this property is located in his supervisorial district and he has had many inquiries from folks in Tonto Basin as to the status of this grant application. He stated that the Pools were flooded out 3-4 times over the past several years in the Tonto Basin area and the frustration both emotionally and physically in dealing with this has been very tough on them. He was glad to see this finally come to fruition. Supervisor Dawson apologized to the Pools for the fact that government processes are often not fair and they take way too long. She also thanked Mr. Bolinger and all of those who were involved in seeing this through. Vice-Chairman Martin also thanked the County's Emergency Services staff for their diligence in making this happen. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously accepted Grant Award No. RFC-09-AZ-2010 from the Arizona Division of Emergency Management in the amount of \$176,924 for property acquisition for flood mitigation.

3K. Information/Discussion/Action to authorize the Chairman's signature on the seven applications to the Arizona Public Service Schools and Government Program for solar energy funding in coordination with PV Advanced Concepts at no up-front capital investment by Gila County.

Steve Stratton, Public Works Division Director, stated that this is a follow-up to the work session that was held with PV Advanced Concepts staff about the parking structures that would then have solar panels placed on top of them. He noted that all 7 of the structures are accessible by 2-wheel drive vehicles. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously authorized the Chairman's signature on the 7 applications to the Arizona Public Service Schools and Government Program for solar energy funding in coordination with PV Advanced Concepts at no up-front capital investment by Gila County.

3L. Information/Discussion/Action to approve the site at the landfill to erect the pre-engineered building for the Community Services Division Weatherization Program.

Mr. Stratton gave a PowerPoint presentation including photos to the Board regarding a previous request by the Board to look for a location with utilities available for a pre-engineered building for the County's Weatherization Program. On an aerial photo, Mr. Stratton pointed to an area on Hope Lane, which is the road leading to the landfill in Globe. He explained to the Board the details for bringing utilities to the building and the area also has a septic system. He stated that in the future when the County expands the landfill, this same area will be the location of the new scale house and landfill offices and there is plenty of room to accommodate both buildings plus parking. Mr. Stratton stated that when the pre-engineered building arrives, the Public Works Department will work with the contractor to place some sleeves on the floor for the sewer and water. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the site at the

landfill to erect the pre-engineered building for the Community Services Division Weatherization Program.

3M. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031711-1 for SBS polymer chip seal oil for the consolidated Gila County Roads Department.

Mr. Stratton requested permission to advertise for one of the many oils used by the County as the current contract is expiring. This is a modified oil with a polymer that gives it elasticity. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously authorized the advertisement of Invitation for Bids No. 031711-1 for SBS polymer chip seal oil for the consolidated Gila County Roads Department.

3N. Information/Discussion/Action to approve Line Extension Agreement Work Order No. W493571 between Gila County and Arizona Public Service Company (APS) in the amount of \$30,579.44, whereby APS will construct electric distribution facilities to serve the new Public Works Roads/Shop Building at 1001 Besich Boulevard in Globe.

Mr. Stratton stated that this contract will provide for APS to construct the electrical equipment necessary to provide power to the County's new shop building. The cost will be split between the half-cent sales tax funds, which is an approved allocation of this money, and the bond funds. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Line Extension Agreement Work Order No. W493571 between Gila County and Arizona Public Service Company (APS) in the amount of \$30,579.44, whereby APS will construct electric distribution facilities to serve the new Public Works Roads/Shop Building at 1001 Besich Boulevard in Globe. (Note for the record: The County Attorney's Office did not sign this contract because it did not contain all of its required contract language.)

3O. Information/Discussion/Action to approve Professional Services Contract No. 6510.526.REC04/3-2011 between Gila County and Terrane Engineering Corporation in the amount of \$1,950, whereby consulting services will provided for the geotechnical exploration as part of the Pine Creek Canyon Road Project for the period April 19, 2011, through June 30, 2011.

Steve Sanders, Public Works Division Deputy Director, stated that Pine Creek Canyon Road is north of Payson in the community of Pine. A road improvement project is in the process of starting so the County did soil investigation to determine the types of soil and found more clay-type soils than expected. This contract with Terrane Engineering will provide for an additional test to determine if the pavement structural section that the County is proposing is adequate or if it needs a reinforced section. This consultant will do exploration and laboratory tests to determine if the County's pavement

structural section will be adequate and, if not, they will provide the County with a design for an improved section. Chairman Pastor inquired how it would be stabilized. Mr. Sanders stated that right now the County is proposing 8 inches of aggregate base with 3 inches of asphalt on top. The consultant will either affirm that will work or he will recommend adding more aggregate base, more pavement thickness, or a blend of some type of the sub grade below the aggregate base, if necessary. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Professional Services Contract No. 6510.526.REC04/3-2011 between Gila County and Terrane Engineering Corporation in the amount of \$1,950, whereby consulting services will be provided for the geotechnical exploration as part of the Pine Creek Canyon Road Project for the period April 19, 2011, through June 30, 2011.

3P. Information/Discussion/Action to approve Professional Services Contract No. 1005.104/4-2011 between Gila County and Creative Communications in the amount of \$990, whereby the contractor will provide the services necessary to extend the antenna at Mt. Ord for the period April 19, 2011, through June 30, 2011.

Mr. Stratton stated that this contract is for a 10-foot extension of the current antenna and it has to do with the amount of communications going on in that area and will be provided by the floodplain. Chairman Pastor inquired if 10 feet was going to be enough. Darde deRoulhac, Chief Engineer of the Flood Control District, stated that technically the County is adding a separate 10-foot antenna under the tower and taking down a broken one. The intent is to be able to separate some of the repeaters that are sharing an antenna to increase the sensitivity for receiving more reliable communications from the County's alert gauges, which are currently problem areas. He stated that bids from 3 contractors were received and the one being recommended was the lowest bid, which is partly because Creative Communications has other customers on the mountaintop and can save the County money through travel time by combining trips. He stated that the County has a long-standing relationship with this company as it has done a lot of work for the County in the past. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Professional Services Contract No. 1005.104/4-2011 between Gila County and Creative Communications in the amount of \$990, whereby the contractor will provide the services necessary to extend the antenna at Mt. Ord for the period April 19, 2011, through June 30, 2011.

Item 4 - CONSENT AGENDA ACTION ITEMS:

4A. Approval of Amendment No. 2 to Contract No. 0010-0444, between Pinal Gila Council for Senior Citizens Area Agency on Aging, Region V, and Gila County Community Action/Housing Services to allocate funds in the amount of \$12,274, which will be used to help

residents who meet program qualifications with minor home repairs for the period July 1, 2010, through June 30, 2011.

4B. Approval of an Agreement for Election Services between Gila County and the Cobre Valley Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

4C. Approval of an Agreement for Election Services between Gila County and the Pinal Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

4D. Approval of changes to Best and Final Offer Bid Solicitation No. ADES11-00000414 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, d/b/a Gila Employment and Special Training (GEST), to provide extended supported employment services to vocational rehabilitation clients.

4E. Approval of Data Sharing Request/Agreement No. DE106003-008, Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) between Gila County, d/b/a Gila Employment and Special Training and Arizona Department of Economic Security, Rehabilitation Services Administration.

4F. Approval of revisions to the Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing."

4G. Approval to accept the resignations of Maxine Brown-Central Arizona Association of Governments and Jan Engan-Pinal-Gila Council for Senior Citizens from the Gila-Pinal Workforce Investment Board; and to appoint Brian Tapp, Executive Director of Central Arizona Association of Governments, and Joan Moore, Workforce Development Director for Pinal-Gila Council for Senior Citizens, for a 4-year term of office, from December 28, 2010, through December 27, 2014.

4H. Approval of the Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for the Copper Dust Stampede Rodeo on May 14-15, 2011, with a waiver of fees.

4I. Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at an event to be held on May 14, 2011.

4J. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo to be held on May 14-15, 2011.

4K. Approval of the February 2011 monthly departmental activity report submitted by the Clerk of Superior Court.

4L. Approval of Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

April 12, 2011

Departmental Transfers:

1. Virginia E. Mounce – From Administrative Services – To Treasurer – From Administrative Clerk – To Treasurer Services Assistant – 04/25/11 – General Fund
2. Catherine Levario – From Community Services – To Public Works – From Community Services Worker Sr. – To Solid Waste Service Worker – 04/08/11 – From WIA Stimulus Fund – To Solid Waste Fund

April 19, 2011

Departures from County Service:

1. Stephanie McCarty-Community Services-Administrative Clerk-03/29/2011 Workforce Investment Act Fund-DOH 02/01/11-Resignation

Hire to County Service:

2. Brenda Kell-From Community Services-To Health and Emergency Services-From Temporary Housing Services Assistant-To Administrative Clerk Senior-04/25/11-From Housing Fund-To Immunization Fund-Replacing Sharon Heller

End of Probationary Period:

3. Zackery Andrade-Public Works-Road Maintenance Worker-04/11/11-Public Works Fund
4. Alex Cunningham-Public Works Facilities Management-Building Maintenance Technician-04/25/11-Facility Management Fund
5. Michael Gillette-Public Works Engineering-Construction Projects Manager 05/09/11-Public Works Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

6. Juventino Rodarte-Sheriff's Office-Detention Officer-03/31/11-General Fund-DOH 12/06/2010-Unsuccessful completion of probationary period

Hire to County Service;

7. Gerardo Rojas-Sheriff's Office-Detention Officer-04/25/11-General Fund-DOH 04/25/11-General Fund-Replacing Juventino Rodarte

4M. Approval of finance reports/demands/transfers for the weeks of April 12, 2011, and April 19, 2011.

April 12, 2011

\$537,385.40 was disbursed for County expenses by check numbers 236029 through 236199.

April 19, 2011

\$2,033,748.59 was disbursed for County expenses by check numbers 236200 through 236385. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved pulling items 4H and 4L from the Consent Agenda for discussion on the regular agenda.

Item 4H pulled from the Consent Agenda - Approval of the Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for the Copper Dust Stampede Rodeo on May 14-15, 2011, with a waiver of fees.

Supervisor Dawson stated that the rodeo dates need to be changed from May 14-15, 2011, to May 12-15, 2011. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for the Copper Dust Stampede Rodeo on May 12-15, 2011, with a waiver of fees.

Item 4L pulled from the Consent Agenda - Approval of Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

Supervisor Dawson stated that she wanted to read a letter sent to the Human Resources Department that didn't get turned in. Supervisor Dawson then read aloud the letter, dated April 13, 2011, which was a letter of resignation, effective April 29, 2011, from Mary Kim Titla, Gila County Tribal Liaison, as she will be entering into a full-paid administrative internship with the San Carlos Unified School District. Supervisor Dawson stated that Ms. Titla has represented the County well and she appreciates all that Ms. Titla has done. She then requested that Ms. Titla share some of her activities with the Board. Ms. Titla briefly spoke to the Board about her enjoyment in trying to help Gila County build a better government-to-government relationship with all 3 of the tribes in Gila County, which include the San Carlos Apache Tribe, the White Mountain Apache Tribe and the Tonto Apache Tribe. Ms. Titla then related many of her accomplishments. Each Board member thanked Ms. Titla for her work with the tribes on behalf of the County and wished her well in her future endeavors. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 4A-4M, except for items 4H and 4L, which were pulled from the consent agenda and approved individually as noted above.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:14 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: June 7, 2011

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian Sheppard
Chief Deputy Clerk

SHIRLEY L. DAWSON
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Bryan Chambers led the Pledge of Allegiance and Minister Bart Campbell of the Church of Christ in Globe delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2011-2012 fiscal year budget request to be considered for approval during Gila County's regular budget process.

Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presented the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's 2010 Annual Report. He then asked the Board of Supervisors for continued support in the amount of \$60,000 for the 2011-2012 fiscal year, which is the same amount that Gila County has funded for the past several years. He advised that the Cooperative Extension Office has received in excess of \$300,000 of grant funding this past year and then he briefly reviewed the Cooperative Extension Office program activities for the Cooperative Extension offices located in Payson, Globe and San Carlos. Each Supervisor complimented the efforts and accomplishments of Dr. Sprinkle and his staff. This official budget request will be considered by the Board of Supervisors during the County's regular budget process. Adoption of the tentative Gila

County budget is scheduled to take place on June 28, 2011, with the final budget scheduled for adoption on July 20, 2011.

Item 3 - PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to adopt Resolution No. 11-06-04 establishing fees for Medical Marijuana Program Conditional Use Permits, all of which are a part of the Gila County Planning and Zoning Ordinance.

Robert Gould, Community Development Division Director, advised that on May 3, 2011, the Board of Supervisors adopted Ordinance 11-01, which amended the Gila County Planning and Zoning Ordinance to add language regarding medical marijuana as a result of newly enacted legislation. At that time a fee schedule was not presented for approval; therefore, the fee schedule is being presented for approval today, as follows: 1. Conditional Use Permit Application for Qualified Patient to cultivate marijuana - \$1,000, 2. Conditional Use Permit Application for Designated Caregiver to cultivate marijuana - \$5,000, and 3. Conditional Use Permit Application for Medical Marijuana Dispensary/Cultivation - \$5,000. All fees are payable on an annual basis for the life of the activity. Fees adopted by the Board of Supervisors will become effective thirty days after approval. Mr. Gould advised that since the time the ordinance was adopted by the Board of Supervisors, he received a couple of letters from citizens expressing a concern with the fee schedule and a couple of phone calls. He advised that the Board was provided a copy of the letters. Chairman Pastor opened the public hearing at this time and there being no comments received, he closed the public hearing. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-06-04 establishing fees for Medical Marijuana Program Conditional Use Permits. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3B. Public Hearing - Information/Discussion/Action to approve Gila County Order No. LL-11-04, an application submitted by Alireza Ahmadiieh for Valley Business Holdings, LLC to obtain a new Series 10 beer and wine store license for Strawberry Market located in Strawberry.

Marian Sheppard, Chief Deputy Clerk, stated that this is a new liquor license application to sell beer and wine at the Strawberry Market. The County has an internal review process to check for any building permitting or health issues and none were found. Ms. Sheppard advised that she has not received any objections from the public; therefore, she recommended approval by the Board. The Board's recommendation will then be sent to the Arizona Department of Liquor Licenses and Control for final decision on the application. Chairman Pastor opened the public hearing and called for public comment; none was received. He closed the public hearing and called for a motion. Upon motion

by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Order No. LL-11-04, an application submitted by Alireza Ahmadiieh on behalf of Valley Business Holdings, LLC for a new Series 10 beer and wine store license at the Strawberry Market.

Item 4 - REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to accept a donation from Carlota Copper Company to the Gila County Community Services Division, Housing Department, in the amount of \$3,000 to assist with the low-income seniors and disabled residents cooler program.

Malissa Buzan, Community Action Plan/Housing Program Manager, placed this item on the Board of Supervisors' agenda to publicly acknowledge and thank Carlota Copper Company for a \$3,000 donation that will be used to help fund the County's Senior Cooler Program which includes providing cooler services to qualified disabled clients. Ms. Buzan advised that last year she and her staff informed clients who receive evaporative cooler tune-up services that the services would not be available this year due to a lack of funding; however, now she will be able to accept emergency cooler applications. Jannae Yslas, a member of Carlota's public relations committee, advised that Carlota's general manager actually recommended to the committee that this monetary award be given to the County. Chairman Pastor inquired whether the emergency cooler services would be available to eligible clients throughout Gila County and Ms. Buzan affirmed that the senior centers and Gila Aging Services in Payson would be informed, and she added that licensed contractors would perform the work. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously accepted a \$3,000 donation from Carlota Copper Company.

4B. Information/Discussion/Action to direct the staff to enter into negotiations with the Towns of Payson and Star Valley to draft an Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE) and return for Board consideration at a future date.

Kenny Evans, Town of Payson Mayor, advised that he and the Board of Supervisors discussed this item extensively during the Board's May 31st work session, and the purpose of today's agenda item is for the Board to decide to proceed by directing staff to work with the Towns of Payson and Star Valley on drafting an Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE). Chairman Pastor commented that he has some questions that have yet to be answered. He asked to read a copy of the feasibility study or business plan conducted by Arizona State University (ASU); he asked for a meeting with ASU; and he asked to see a letter of commitment on establishing a branch of the university in Payson. Chairman Pastor is hesitant to commit the County to this endeavor until his questions are answered and he commented that some

people are already interpreting that questioning to be perceived as his being opposed to establishing a 4-year university in Payson. Chairman Pastor stated that he thinks it is a good project, although he is not ready to commit the County until such time he has the requested information and meetings. Supervisor Dawson also expressed a concern that the Board has not been provided all of the information it needs in order to make a decision whether to involve the County in any aspect of this endeavor. She commented, "I hate the attitude that this is a "north-south" thing. It's a Gila County program."

Town of Star Valley Mayor Bill Rappaport referred to the last time he addressed the Board of Supervisors for the incorporation of the Town of Star Valley and how, at that time, he had total support of the Board and since that time there has been no response from the Board. He stated, "Maybe if you'd take a little more time to come up here. My impression is you've already made up your mind to not support this project...I would recommend you take a very hard look at what you will consider here and take a look at the people you represent." Vivian Burdette, a council member of the Tonto Apache Tribe, expressed her and the Tribe's support for this endeavor. Her concern is that children going to college out of town face the situation of paying tuition. She referred to the community college in Payson; however, she said there are limited resources in that college. She also could not recall the Board of Supervisors previously visiting the Tonto Apache Reservation. She stated, "I am in support of Payson and Star Valley, and we are not separate from Payson. Having this college here and having higher education would benefit the surrounding communities, not just Payson and Star Valley. I do hope you would reconsider it and see how we feel, and the communities of Star Valley and Payson feel." Dan Adams, a resident of Payson, believes that it would be beneficial for Gila County to join with the Towns of Star Valley and Payson in forming an SLE. He stated, "This town is made for a college town and Mayor Evans will make sure it happens one way or the other." Patti Henderson, a council member of the Town of Star Valley, stated, "I've worked for public schools in Payson for approximately 20 years and I've watched the exodus of our children because they have to go somewhere else. Payson is a good place to raise kids, but we don't have the resources for education that we need. I would ask you to reconsider." Vice-Chairman Martin expressed her desire for the Board to take action today to direct staff to enter into negotiations with the Town of Payson and Town of Star Valley representatives to draft an IGA to form an SLE. She stated, "They haven't asked us for any money; the only resources we are tying up would maybe be attorney time. They are not asking us to broaden our liability. When we finish discussing, I'd like to make a motion to go forward with this." Chairman Pastor advised that there is an existing misconception that the Board of Supervisors is not in support of building a college campus in Payson. Chairman Pastor advised that he has followed this issue for the past two and one-half years, mostly by having 2-3 minute conversations on the issue. Chairman Pastor reiterated that he still has not seen any solid evidence of ASU's support, such as a letter of commitment. He

stated, "I'm a little hesitant, but believe me, I'm not against the project. I still have a lot of concerns and would hope you don't interpret that as being against the project." Supervisor Dawson also stated that she, too, is not against the project. She also stated that Mayor Rappaport is well aware of every contact and response she has made with regard to involving the Towns, Tonto Apache Reservation and other areas of northern Gila County, as well as making visits to those areas. She stated, "We need to make certain that as this moves forward, we keep the community college firm for those that can't afford a 4-year college." She addressed Mayor Evans by stating that it is her understanding a study has been conducted; however, no one has seen the results of the study. Mayor Evans empathized with Board members regarding their frustration in trying to obtain additional information. He stated that approximately 450 community volunteers have been working on this effort over the past 2 and one-half years. He briefly reviewed the purpose of forming an SLE and he stated that the biggest issue at hand is that the County's timelines are not the same as his timelines. He stated, "We will go forward and overcome whatever obstacles...we would love to have the County be part of it...My timeline is now and I'm here on whatever decision you make is fine with me, but I will continue to work with the County. We need additional facilities and this offers the best hope and a revenue stream to this end and that end to keep tuition low." There was some further discussion between Mayor Evans and Supervisor Dawson and Chairman Pastor regarding their concerns. Chairman Pastor then asked County Manager Don McDaniel for his comments. Mr. McDaniel stated to Chairman Pastor, "I think that the questions you included, Mr. Chairman, in your email to Mayor Evans were, in fact, very specific. You asked for a business plan; you asked for research that has been done by the university and that it would show they have an interest; and you asked for a meeting with the university. I don't think there's any oratory nature in that kind of comment; it is very straight forward. I think it's extremely common for any entity, such as this, that is held to standards by your voting public to get the data you've requested before you proceed to any kind of agreement. Can that be part of a negotiation that I would begin as County Manager with people appointed by the Mayor? Absolutely. We could start that. Whether that would lead to an IGA, I think still would be up for grabs. I just that think that the record ought to be clear that the questions were specific and they have not been responded to." Mayor Evans stated, "I don't want to allow anyone to perceive this as a Town of Payson and Gila County project...it's an independent committee that has been pursuing this for quite some time. If you don't want to be a party, I am not offended at all." Vice-Chairman Martin then made a motion to direct the staff to enter into negotiations with the Towns of Payson and Star Valley to draft an Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE) and return for Board consideration at a future date. Supervisor Dawson seconded the motion. Chairman Pastor voted against the motion, which passed by a passed with a 2 to 1 vote of the Board.

4C. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Cobre Valley Sanitary District/Pinal Sanitary District Merger Election held May 17, 2011, in Gila County, Arizona, and declare the results official.

Linda Eastlick, Elections Director, reviewed the May 17, 2011, election results regarding the Districts merging, as follows: Cobre Valley Sanitary District – 115 votes or 59.90% voted for the merger, and 77 votes or 40.10% voted against the merger; and Pinal Sanitary District – 224 votes or 61.04% voted for the merger, and 143 or 38.96% voted against the merger. She advised there were 7 provisional ballots that are being verified for tabulation. This was an all-mail election. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously canvassed the election results contained in the Official Canvass of the Cobre Valley Sanitary District/Pinal Sanitary District Merger Election held on May 17, 2011, in Gila County, Arizona, and declared the results official.

4D. Information/Discussion/Action to adopt Resolution No. 11-06-03 amending the Gila County Redistricting Advisory Committee Guidelines, which were established by Gila County Resolution 11-03-03, to provide for the establishment of study groups.

Ms. Eastlick advised that this request to form study groups was made by the Gila County Redistricting Advisory Committee. The study group will have no official capacity to take action, but rather it would be formed to focus on specific areas. The Committee's desire is for a group of people to obtain information for forming supervisorial districts and college districts, delve into that information in more detail and give the Committee that information along with feedback from the public. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Resolution No. 11-06-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4E. Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Christopher Creek Loop and consideration of a bid in the amount of \$500 to purchase this roadway, which was submitted by Gary Werlinger, managing member of Landmark at the Creek, LLC, who owns the adjoining property, parcel 303-10-094A.

Steve Sanders, Public Works Division Deputy Director, advised that this process began in January 2011, when Gary Werlinger submitted a petition to the County requesting that Landmark at the Creek, LLC be allowed to purchase this unnecessary public roadway. Mr. Sanders advised that Mr. Werlinger has submitted a bid in the amount of \$500 for said purchase and that the County has no objections to the sale because abandoning a portion of

the roadway will not affect the County's ability to maintain the remaining right-of-way nor the travelling public's future use of the roadway. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously accepted a bid from Landmark at the Creek, LLC in the amount of \$500 for the purchase of this unnecessary public roadway.

4F. Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Evalinda Drive providing access to parcels 302-31-124A and 302-31-124B and consideration of a bid in the amount of \$100 to purchase this roadway, which was submitted by John D. Cotterill, the owner of both parcels abutting the roadway.

Mr. Sanders advised that this process began in October 2010 and that the property is located in East Verde Estates. John Cotterill is the petitioner and he is the owner of both parcels of land abutting the subject roadway. He recommended that the Board accept Mr. Cotterill's bid. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously accepted a bid from Mr. Cotterill in the amount of \$100 for the purchase of this unnecessary public roadway.

4G. Information/Discussion/Action to adopt Resolution No. 11-06-01, which authorizes the Chairman's signature on an Intergovernmental Agreement with the State of Arizona, Department of Transportation (ADOT), for ADOT File No. IGA/JPA 11-047-I for pavement marking upgrades to Ice House/Kellner Canyon Road, Six Shooter Canyon Road, Forest Road 512 (Young Road), and Houston Mesa Road.

Mr. Sanders advised that the Federal Highway Administration has established a federal highway safety program for high risk rural roads. ADOT is funding up to \$234,000, of which the amount is based on ADOT's scope of work for the project and engineer's estimate. Mr. Sanders advised that the project to upgrade roads with thermoplastic striping will commence this summer. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-06-01 and authorized the Chairman's signature on the Intergovernmental Agreement (ADOT File No. UGA/JPA 11-047-I.) **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4H. Information/Discussion/Action to adopt Resolution No. 11-06-02 accepting a grant of easement from the Nichols Family Trust as described in Fee No. 2011-005172, Gila County Records, Gila County, Arizona.

Mr. Sanders advised that the Town of Miami is upgrading its sewer lines up to the new treatment plant. The existing line is to the wash and the Town is looking to put a line out to the Nichols' property. The County has agreed to

hold the easement. Mr. Sanders advised that recently the Pinal Sanitary District and Cobre Valley Sanitary District merged into one district. If at a later date the new district would like to hold this easement rather than the County holding the easement, it would require the County to enter into an agreement with the sanitary district. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Resolution No. 11-06-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4I. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 031711-1 for the purchase of SBS polymer chip seal oil; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Steve Stratton, Public Works Division Director, advised that one bid was submitted for this item, which is typical for this product. Wright Asphalt Products Company submitted the following bid: Copper Region (South of Roosevelt Lake Bridge) – unit price per ton - \$700, freight charge per ton - \$32, delivered in place with boot truck - \$775, and FOB plant without boot truck - \$700. Timber Region (North of Roosevelt Lake Bridge) - unit price per ton - \$700, freight charge per ton - \$36, delivered in place with boot truck - \$775, and FOB plant without boot truck - \$700. Mr. Stratton reviewed the bid with the Board and he recommended that a contract be awarded to Wright Asphalt Products Company. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract for Invitation for Bids No. 031711-1 to Wright Asphalt Products Company with the quoted amounts as stated above.

4J. Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the Globe Gila County Recorder's Office in the amount of \$3,355.92 with an annual service fee of \$445.23 for a five-year term from June 7, 2011, to June 6, 2016.

Sadie Tomerlin-Dalton, Gila County Recorder, requested the approval of this agreement to install security cameras in various locations within her Globe office. Supervisor Dawson expressed a desire for all County departments and elected offices to install updated security cameras. Ms. Tomerlin-Dalton replied that the Courthouse Security Committee, of which she is a member, is working on that effort. The cost and term of this contract was discussed between the Board, Ms. Tomerlin-Dalton and Darryl Griffin, IT Director. Mr. Griffin advised that there is an effort to combine all security systems and most of the systems have been deployed by ADT Security Services, Inc. Berthan DeNero, Human Resources Director and a member of the Courthouse Security

Committee, advised that there was an immediate need to install security cameras in the Recorder's Office. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the Commercial Sales Agreement with ADT Security Services, Inc.

4K. Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the Payson Gila County Recorder's Office in the amount of \$3,122.53 with an annual service fee of \$350.72 for a five-year term from June 7, 2011, to June 6, 2016.

Ms. Tomerlin-Dalton advised that this agreement is the same as the previous agenda item except that the cameras are being installed in the Payson Recorder's Office. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the Commercial Sales Agreement with ADT Security Services, Inc.

4L. Information/Discussion/Action authorizing the Gila County Health and Emergency Services Division to electronically submit the "Great 9-1-1 Adventure for Kids" grant application to State Farm Company Foundation in the amount of \$4,029 for the period July 1, 2011, through July 1, 2012.

Matthew Bolinger, Health and Emergency Services Division Director, advised that this grant application is to obtain funds for the purchase of a teletrainer system that will be used to train children on making a 9-1-1 phone call during an emergency. Mr. Bolinger advised that the funds will be used to purchase the teletrainer system and project videos, and his department will most likely partner with the Sheriff's Office to demonstrate the system during County fairs, etc. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously authorized the electronic submittal of the "Great 9-1-1 Adventure for Kids" grant application.

4M. Information/Discussion/Action to approve the First Amendment to Professional Services Contract No. 042109-PSC with Bose Public Affairs Group to remain in full force and effect as originally approved except for Article II - Term which will allow the contract to continue in full force and effect until June 30, 2013.

Don McDaniel, County Manager, advised that this Amendment will allow the contract to be extended for an additional two year, until June 30, 2013. Supervisor Dawson expressed her opposition to extending the contract. She expressed her appreciation for the work Patty Power has done as Gila County's Washington D.C. lobbyist; however, she believes that from her personal experience, senators and House representatives and their staffs have been very

willing to meet with her on County-related issues. Vice-Chairman Martin fully supported the contract extension and she cited Ms. Power's recent successful lobbying efforts with regard to the Four Forest Initiative and she stated that Ms. Power was instrumental in getting the proposal. Vice-Chairman Martin advised that she does not use Ms. Power to visit with congressmen or their staffs, but to liaise with various committees formed to address specific issues, especially Forest Service-related issues. Chairman Pastor advised that Ms. Power has been effective in arranging meetings while he was visiting Washington, D.C. Chairman Pastor voiced no objection to approving this agreement, but he commented that he would like Ms. Power to provide the Board with more updates on her activities on a regular basis. Supervisor Dawson agreed that the regular updates from Ms. Power would be beneficial. Vice-Chairman Martin made a motion to approve First Amendment to Professional Services Contract No. 042109-PSC with Bose Public Affairs Group to remain in full force and effect as originally approved except for Article II - Term which will allow the contract to continue in full force and effect until June 30, 2013, which was seconded by Chairman Pastor. Supervisor Dawson voted against the motion, which passed with a 2 to 1 vote of the Board.

4N. Information/Discussion/Action to review proposed Eastern Arizona Resource Advisory Committee -RAC grant project proposals within Gila County and select as the top two priorities the "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle, and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle.

Jacque Griffin, Assistant County Manager/Librarian, advised that the RAC meeting was cancelled due to a forest fire; however, the proposals needed to be reviewed and prioritized by the Board of Supervisors as the RAC meeting will be rescheduled in the near future. She advised that there were 16 proposals that are fully within the Gila County geographical area and 2 are in multi-county jurisdictions. She stated that Forest Service summary sheets are provided to the counties which contain a list of the proposals. Upon review of the summary sheets, she recommended the Board's approval as stated in the agenda item. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously selected the "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle, and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle as Gila County's top two priority projects.

Item 5 - CONSENT AGENDA ACTION ITEMS: Supervisor Dawson made a motion to move Consent Agenda item 5J to the regular agenda for discussion and action separate from the Consent Agenda items. (For the record, it was agreed by the Board to address and vote upon item 5J separate from the Consent Agenda.) See item 5J for a summary of the discussion and Board action.

After item 5J was voted upon by the Board, a motion was made by Supervisor Dawson, seconded by Vice-Chairman Martin and unanimously approved by the Board to approve Consent Agenda items 5A through 5S with the exception of 5J.

5A. Approval of Amendment No. 6 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service and Gila County Division of Community Services, Community Action Program, whereby Arizona Public Service will provide funding in an amount not to exceed \$106,429 to provide repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2011, through December 31, 2011.

5B. Approval of Amendment No. 2 to Contract No. DE111073-001 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide funding in the amount of \$576,729 to the Community Action Program to provide residents of Gila County Case Management Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency for the period July 1, 2011, through June 30, 2012.

5C. Approval of Amendment No. 1 to Professional Consulting Services Contract No. 2010/100 for redistricting services between Gila County and Federal Compliance Consulting LLC for the Gila Community College Districts and the Gila County Justice of the Peace Districts in the amount of \$15,000.

5D. Authorization of the Chairman's signature on documents for Property Acquisition Contract for FEMA Project No. EMF-2011-RC-0001 (ADEM Award No: Grant No: RFC-09-AZ-2010): "Statement of Voluntary Participation" and "Purchase Contract" in the amount of \$78,316, an amount funded in full (100%) by the grant award for the purchase of property located at 668 Shady Lane Road in Tonto Basin. (Note for the record: As of this writing, it was learned there was an error in the contract amount. The amount should be \$77,182.)

5E. Approval of the Offer and Acceptance for Solicitation No. ADHS11-00000347 with the Arizona Department of Health Services in the amount of \$88,829.19 to provide HIV care and support services for the period of April 1, 2011, through March 31, 2012.

5F. Authorization of the Chairman's signature on Amendment No. 1 to Agreement No. 1005/6-2011 between Gila County and JCG Technologies for the Support Services Package for one year in the amount of \$539.31 and the automatic renewal on June 1st of each year thereafter unless terminated by either party.

5G. Authorization of the Chairman's signature on the Maintenance Agreement between Gila County and Digital Imaging for maintenance of the Sheriff's Office Kyocera TA-300i Digital MFP copier from June 7, 2011, to June 6, 2012, at a cost of \$0.014 per copy for an estimated total of \$250-\$300 per month.

5H. Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.

5I. Approval of the appointment of the following Precinct Committeemen as submitted by the Gila County Republican Committee: Roosevelt Precinct - Harold George Burruel; Payson 3 Precinct - Suecarol Schuler.

5J. Approval of the reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016.

Supervisor Dawson stated that she would not vote to approve the continuation of the appointments as listed on the agenda item as she believes that the Board of Supervisors has no authority over the Industrial Development Authority (IDA); therefore, the Board should not be appointing/reappointing members to the IDA Board. A discussion ensued between Chairman Pastor and Supervisor Dawson regarding Supervisor Dawson's statement. Chairman Pastor stated, "To the appointment of Mr. Marcanti and Mr. Long...one of the problems is that these gentleman had been serving on the Board prior to their term expiring, which was in 2010, and one of the questions being is any actions taken during that period of time from 2010 to present. What is the validity of any of those decisions that they might (unfinished)." Supervisor Dawson stated, "Mr. Chairman, that has been clarified that all voted by the IDA have been votes of ratification of Mr. Barcon's personal actions as Chairman of the Board where he has allocated \$15,000 to whomever and there has never been anything but unanimous votes, so there would not be a problem." Vice-Chairman Martin commented that she had not seen any evidence to support that each time a vote has been cast by members of the IDA Board, the motion passed by a

unanimous vote of said Board. At the conclusion of the discussion, Vice-Chairman Martin moved for the approval of the reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016, which was seconded by Chairman Pastor. Supervisor Dawson voted against the motion, which passed with a 2 to 1 vote of the Board.

5K. Approval to appoint Cliff Potts and Ray Pugel to serve on the Industrial Development Authority of Gila County Board of Directors, both for six-year terms of office from June 7, 2011, to June 7, 2017.

5L. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Historical Society to serve liquor at the Ted Meredith Memorial Roping event to be held on July 15-17, 2011.

5M. Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Constable.

5N. Approval of the March & April, 2011, monthly departmental activity reports submitted by the Globe Regional Justice Court.

5O. Approval of the April 2011 monthly departmental activity report submitted by the Clerk of the Superior Court.

5P. Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.

5Q. Approval of the April 2011 monthly departmental activity report submitted by the Recorder's Office.

5R. Approval of the Human Resources reports for the weeks of May 24, 2011, May 31, 2011, and June 7, 2011.

May 24, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Anesita Gugino – Payson Justice Court – Justice Court Clerk – 05/03/11 – General Fund – DOH 05/15/00 – Resignation

TEMPORARY HIRES TO COUNTY SERVICE:

2. Mark Andrew Guerena – Public Works – Temporary Engineering Technician – 05/23/11 – Public Works Fund
3. Bridget Yvette Warden – Community Services – Community Services ‘ Worker – 05/23/11 – GEST Fund
4. Ginger Horta – Administrative Services – Administrative Clerk – 05/09/11

- General Fund

5. Ryan Powers – BOS – Temporary Laborer – 05/31/11 – Constituent Services II Fund

TEMPORARY TO REGULAR STATUS:

6. Helene Lopez – Community Services – Community Services Worker – 05/23/11 - GEST Fund

END OF PROBATIONARY PERIOD:

7. Larry Dooly – Public Works – Building Maintenance Technician – 06/06/11 – Facilities Management Fund

May 31, 2011

1. Mary Kim Titla – Board of Supervisors – Gila County Tribal Liaison – 05/06/11 – Constituent Services III Fund – DOH 11/29/10 – Resignation
2. James F. Cox – Superior Court General – Bailiff – 04/25/11 – General Fund – DOH 12/18/06 - Resignation

TEMPORARY HIRES TO COUNTY SERVICE:

3. Joseph Michael DeCenzo – Superior Court, Division One – Temporary Bailiff – 5/31/11 General Fund

END OF PROBATIONARY PERIOD:

4. Nancy Mach – Community Services – Community Health Assistant – 06/06/11 – Early Childhood Screening Fund

POSITION REVIEW:

5. Joshua Clark – County Attorney – Deputy County Attorney Part-Time – 06/06/11 - Change in number of hours worked from 19 hours per week to 24 hours per week

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

6. Sarah Lorraine Bread – Sheriff's Office – 911 Dispatcher – 05/09/11 – General Fund – DOH 04/11/11 – Resignation
7. Rion Keith Ramirez – Sheriff's Office – Detention Officer – 05/05/11 – General Fund – DOH 09/13/10 – Resignation
8. Kathe J. Quinn – Sheriff's Office – Detention Officer – 05/15/11 – General Fund – DOH 07/06/09 – Resignation
9. Philip Lee O'Connor – Sheriff's Office – Detention Officer – 05/29/11 – General Fund – DOH 06/22/09 – Resignation

HIRES TO COUNTY SERVICE:

10. Douglas Earl Stevenson – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – Replacing Kathe Quinn
11. Shadow Christine Bryant – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – replacing Rion Ramirez

June 7, 2011

HIRES TO COUNTY SERVICE:

1. Leslie Mora – Health Department – Community Health Assistant – 06/13/11 – WIC Fund – Replacing Jami Anderson

2. Nicholas Montague – Community Services – Accountant – 06/13/11 – Various Funds – Replacing Amanda Roady
3. Patricia Celaya – Health Department – Public Health Nurse – 06/13/11 – Various Funds – Replacing Bill Bowling

END OF PROBATIONARY PERIOD:

4. Deborah Bradway – Community Development – Environmental Engineering Technician – 06/27/11 – General Fund
5. Joy Riddle – County Attorney – Deputy Attorney Senior – 03/28/11 – Drug Prosecution Byrne ARRA Fund

DEPARTMENTAL TRANSFERS:

6. Denise Hansen – From Health Department – To Emergency Services – from Administrative Clerk – To Administrative Clerk Senior – 06/08/11 – General Fund

POSITION REVIEW:

7. Gary Tamietti – Public Works – Engineering Technician Senior – 07/04/11 – Change in number of hours worked from 40 hours per week to 30 hours per week

REQUEST PERMISSION TO POST:

8. Health Department – Public Health Nurse I – Vacated by Michelle Craft – Date Vacated 04/15/11 – Waiver of 120 Day Hiring Freeze approved 05/02/11

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

9. Cynthia Taylor – Sheriff's Office – 911 Dispatcher – 05/20/11 – General Fund – DOH 01/31/11 - Resignation

5S. Approval of finance reports/demands/transfers for the weeks of May 24, 2011, May 31, 2011, and June 7, 2011.

May 24, 2011

\$810,268.19 was disbursed for County expenses by check numbers 237177 through 237333.

May 31, 2011

\$1,624,836.43 was disbursed for County expenses by check numbers 237334 through 237535.

June 7, 2011

\$716,964.85 was disbursed for County expenses by check numbers 237536 through 237694.

Item 6 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to

directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

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

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:21 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-885

5- K

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Period: Human Resources report for the month of October 2011

Submitted For: Berthan DeNero

Submitted By: Erica
Raymond,
Human
Resources

Information

Subject

Human Resources report for the month of October 2011.

Suggested Motion

Acknowledgement of the Human Resources report for all personnel action items approved by the County Manager for the month of October 2011.

Attachments

Monthly Report of October

10/03/11 Human Resources Agenda

10/11/11 Human Resources Agenda

10/18/11 Human Resources Agenda

10/25/11 Human Resources Agenda

Summary

Oct-11

Human Resources Action Items

DEPARTURES FROM COUNTY SERVICE	14
HIRES TO COUNTY SERVICE	5
TEMPORARY HIRES TO COUNTY SERVICE	2
VOLUNTEERS TO COUNTY SERVICE	0
DEPARTMENTAL TRANSFERS	4
END PROBATIONARY PERIOD	3
POSITION REVIEW	2
REQUEST PERMISSION TO POST	3
Total HR Action Items	33

HUMAN RESOURCES ACTION ITEMS

OCTOBER 4, 2011

3

TEMPORARY HIRES TO COUNTY SERVICE:

1. Paul R. Larkin – Globe Regional Justice Court – Temporary Pro-Tem – 09/20/11 – General Fund

END PROBATIONARY PERIOD:

2. Joseph Williams – Assessor – Appraiser – 10/11/11 – General Fund

POSITION REVIEW:

3. Robert Whittle – Public Works – Solid Waste Operations Worker – 09/26/11 – Probationary Period extended to October 24, 2011

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

4. Kevin M. Fane – Sheriff's Office – Detention Officer – 09/28/11 – General Fund – DOH 11/13/06 – Resignation
5. Carl Melford – Sheriff's Office – Detention Officer – 09/29/11 – General Fund – DOH 02/09/09 – Resignation

**HUMAN RESOURCES ACTION ITEMS
OCTOBER 11, 2011**

DEPARTURES FROM COUNTY SERVICE:

1. Pablo Lopez – Probation – Deputy Probation Officer Supervisor – 09/30/11 – Various Funds – DOH
08/25/83 - Retirement

REQUEST PERMISSION TO POST:

2. Community Services – Administrative Clerk (Temporary) – Vacated by Dawn VanPraag – Date
Vacated 09/23/11

SHERIFF’S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

3. Kevin Paul Roberts – Sheriff’s Office – Detention Officer – 10/13/11 – General Fund – Replacing
Rion Ramirez

DEPARTMENTAL TRANSFERS:

4. Keith Johnson – Sheriff’s Office – From Detention Officer – To Detention Officer Sergeant –
10/10/11 – General Fund
5. David Christopher Kell – Sheriff’s Office – From Detention Officer – To Detention Officer Sergeant
– 10/10/11 – General Fund

**HUMAN RESOURCES ACTION ITEMS
OCTOBER 18, 2011**

DEPARTURES FROM COUNTY SERVICE:

1. Mark Clark – Animal Control – Hearing Officer (Contractor) – 09/03/11 – Rabies Control Fund – DOH 03/21/01 – Resigned
2. Roxanna Dennhardt – Community Services – Administrative Clerk – 10/07/11 – Multiple Funds – DOH 03/05/07 – Lack of funding
3. Carolyn Haro – Community Services – Manager Community Services – 10/07/11 – Multiple Funds – DOH 10/01/96 – Lack of funding
4. Kimberly Salcido – Probation – Juvenile Detention Officer - 10/03/11 – General Fund – DOH 02/02/09 - Job abandonment

HIRES TO COUNTY SERVICE:

5. Alfonso Alvarez – Recorder – Recorder’s Clerk – 10/24/11 – General Fund – Replacing Cheryl Hale
6. Tayari Coatie-Flemming – Probation – Juvenile Detention Officer – 10/24/11 – General Fund – Replacing Kimberly Salcido
7. Elacio Martinez – Probation – Juvenile Detention Officer – 10/24/11 – General Fund – Replacing Michael Collett
8. Colleen Valencia – Clerk of Superior Court – Court Clerk – 10/20/11 – Drug Enforcement Fund – Replacing Jolene Myers

DEPARTMENTAL TRANSFERS:

9. Charlotte Williams – Recorder – From Recorder’s Clerk – To Senior Recorder’s Clerk – 09/26/11 – General Fund

REQUEST PERMISSION TO POST:

10. Health and Emergency Services – Community Health Assistant – Vacated by Charlene Becker – Waiver of 120 Day Hiring Freeze approved on 10/05/11
11. Finance – Accounting Senior – Vacated by Jeremy Thurman – Waiver of 120 Day Hiring Freeze Approved on 10/04/11

SHERIFF’S PERSONNEL ACTION ITEMS

DEPARTMENTAL TRANSFERS:

12. Sharisse Dee – Sheriff’s Office – From 911 Dispatcher – To Detention Officer – 10/06/11 - General Fund – Replacing Carl Melford

POSITION REVIEW:

13. Lisa Dzera – Sheriff’s Office – From Part Time Administration Clerk – To Full Time Administration Clerk – 10/10/11 – General Fund

HUMAN RESOURCES ACTION ITEMS
OCTOBER 25, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Gail Widner – Clerk of the Superior Court – Court Administrative Assistant – 10/12/11 – General Fund – DOH 11/14/94 – Resignation
2. Pascal Brown – County Attorney’s Office – Deputy County Attorney Senior – 11/04/11 – General Fund – DOH 06/23/06 – Resignation
3. Cory Riley – Public Works – Temporary Solid Waste Operations Worker – 09/24/11 – Solid Waste Fund – DOH 08/17/11 – Temporary position, services no longer required
4. Brenda Christine Kell – Health and Emergency Services – Administrative Clerk Sr. – 10/10/11 – Immunization Fund – DOH 08/20/07 – Unsuccessful completion of probationary period
5. Marilyn Cruz – Public Works – Custodian – 10/07/11 – Facilities Management Fund – DOH 11/30/92 - Retirement

TEMPORARY HIRE TO COUNTY SERVICE

6. Stephanie Chaidez – Public Fiduciary – Administrative Clerk – 10/20/11 – General Fund

DEPARTMENTAL TRANSFERS:

7. Larry Dooly – Public Works – From Building Maintenance Technician – To Building Maintenance Technician Senior – 11/7/11 – Facilities Management Fund

END PROBATIONARY PERIOD:

8. Kevin Kenney – Health and Emergency Services – Rural Addressing Analyst – 10/11/11 – General Fund
9. Charles Turney – Health and Emergency Services – Community Health Assistant Sr. – 10/11/11 – Community Health Grant Fund

SHERIFF’S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

10. Richard Corso – Sheriff’s Office – Deputy Sheriff – 10/11/11 – General Fund – DOH 02/18/08 – Termination

ARF-914

5- M

Regular BOS Meeting

Meeting Date: 11/01/2011

Reporting Period: Report for Approved Contracts Under \$50,000 for week ending October 14, 2011, and October 21, 2011

Submitted For: Valrie Bejarano

Submitted By: Valrie
Bejarano,
Finance
Department

Information

Subject

Report for Approved Contracts Under \$50,000 for weeks ending October 14, 2011, and October 21, 2011

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks ending October 14, 2011, and October 21, 2011.

Attachments

Approved Contracts Under \$50K for weeks of 10-14-11 & 10-21-11

Fire Sprinkler Service Agreement

ARC TDS-400 Agreement

Town of Payson Lease

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

October 10 to October 14, 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
082111	Fire Sprinkler Service	\$1,925.00 RY	9-1-11 to 8-31-12	10-12-11	Renewable for 2 more 1 year periods.	Annual inspection of fire sprinkler systems for Southern & Northern Gila County facilities.
	Service Agreement for TDS-400 Plotter	\$249.95 MNTH	10-1-11 to 9-30-12	10-12-11	Expires	Service agreement for the map/parcel plotter located in the Assessor's office.
	Rental Agreement for Town of Payson (Green Valley Park)	\$250.00 MNTH	Month to Month	10-12-11	Month to Month	Sheriff's Office leases an office space from the Town of Payson Water Department at Green Valley Park for the S.O. Task Force.

October 17 to October 21, 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
No activity to report.						

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 082111

FIRE SPRINKLER SERVICE

THIS AGREEMENT, made and entered into this 12th day of OCTOBER, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Experienced Firesprinkling Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide annual fire sprinkler system inspections for several Southern and Northern Gila County facilities.

During the term of the contract Contractor shall:

- Provide all equipment, materials, supplies, services and supervision necessary for the successful and timely completion of annual fire sprinkler system inspections;
- Provide experienced, trained and responsible personnel to perform the required services;
- Provide a report to the Gila County Facilities Manager after inspection is complete containing information on all deficiencies and or areas of concern of fire sprinkler systems; and
- Perform all work in a safe manner and in accordance with current regulations;

<u>Inspection Locations</u>	<u>Address</u>	<u>Description</u>
Courthouse	1400 E. Ash St., Globe, AZ	Wet Sprinkler System
Juvenile Detention Center	1426 South St., Globe, AZ	Wet Sprinkler System
Sheriff's Office Kitchen	1100 South St., Globe, AZ	Ansul Hood System
Central Heights Complex	5515 S. Apache Ave., Globe, AZ	Wet Sprinkler System
Roosevelt S.O. Substation	Hwy 188, Roosevelt	Wet Sprinkler System
Administration Building	610 E. Hwy 260, Payson, AZ	Dry Sprinkler System

***ANNUAL INSPECTION FEE'S (Fee includes labor for inspection and certification.)**

<u>Location</u>	<u>Cost</u>
Courthouse	\$350.00
Juvenile Detention Center	\$350.00
Sheriff's Office Kitchen	\$175.00
Central Heights Complex	\$350.00
S.O. Substation-Roosevelt	\$250.00
Payson Administration Building	<u>\$450.00</u>
	\$1,925.00

Invoicing

All invoices shall be submitted to Gila County, Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise

from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Berthan DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501)** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Berthan DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501)**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insured’s under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Contractor’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 Contractor 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, Contractor 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 Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor 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.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be in effect for a period of one (1) year beginning September 1, 2011 and terminating August 30, 2012. The County shall have the option if it so chooses to renew the contract for two (2) additional one (1) year periods.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with a yearly not-to-exceed without written authorization budget \$1,925.00 for annual inspections.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 1,925.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY:

GILA COUNTY MANAGER



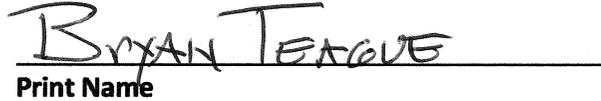
Don E. McDaniel Jr.

CONTRACTOR:

EXPERIENCED FIRESPRINKLING INC.

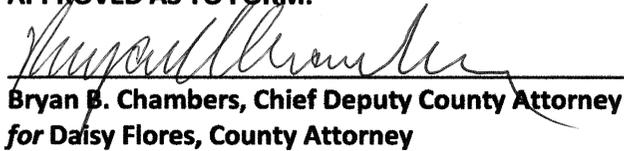


Signature



Print Name

APPROVED AS TO FORM:



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



There's no such thing as a "paperless" building.
But we can build with less paper.

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Service & Supplies Agreement

Customer: Gila County Assessors Office **Account #**
Address: 1400 E. Ash St.
Globe, AZ 85501
Contact: Hazel Dillon
Phone: 928-425-3231 x8711 **Fax:** **Email:** hdillon@co.gila.az.us
Model# Océ TDS400 **Serial#** 442001235

Contract Term: October 1, 2011 to September 30, 2012

1. This Agreement covers most parts, labor and travel required to maintain equipment for the duration of the contract. Included in the agreement: **Toner, 20# White Bond Paper, and Service (Travel, Labor, & Parts.**
Note: Electrical damages or service conditions caused by power surges and outages are not covered under our service contract.
2. The customer agrees not to alter or relocate this equipment from the above address without approval from ARC Arizona or attach devices or use any supply item which in the judgment of ARC Arizona may cause an increase in the cost of maintenance to be performed under this agreement.
3. ARC Arizona reserves the right to inspect the machine and determine that it is in good operating condition before agreement can be accepted.
4. Customer may terminate this agreement prior to expiration without cause, effective upon (90) ninety days written notice to ARC Arizona. Similarly, ARC Arizona may elect, without cause to terminate this agreement upon (90) ninety days written notice.
5. This agreement is \$ 249.95 per month. Includes service, toner & 20# white bond paper for up to 24,000 square feet per year. Overage above 24,000 square feet billed at \$0.04 per square foot. Appropriate taxes will also apply.
6. ARC Arizona reserves the right to increase prices due to vendor price increases.
7. Service is provided during normal business hours of 8:00 AM to 5:00 PM Monday through Friday.

Attachment "A" by reference is made a binding part of this agreement.

Gila County:

Customer Signature: Don E. McDaniel Jr., Gila County Manager

ARC Arizona Signature:

Date: 10/11/11

Approved as to Form:

Bryan B. Chambers, Chief Deputy County Attorney

Mesa
133 West 1st Ave.
Mesa, AZ 85210
480.833.3912

Phoenix
4109 N. 12th Street
Phoenix, AZ 85014
602.678.1710

Tucson
3955 E. Speedway Blvd., Suite 102
Tucson, AZ 85712
520.327.6700

ATTACHMENT "A"

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.

RENTAL AGREEMENT

This Rental Agreement is entered into by and between the Landlord and Tenant on the following terms and conditions:

1) **PARTIES:**

Tenant(s): Gila County Arizona
Sheriff John R. Armer
Current Address: 1400 E. Ash Street
Globe, AZ 85501

Landlord: Town of Payson
Current Address: 303 N. Beeline Highway
Payson, AZ 85541

- 2) **PREMISES:** The building located at 1000 W. Lake Drive, Payson AZ, 85541. The Premises shall not include any of the land surrounding the building including, but not limited to the parking areas. The Tenant shall have a non exclusive right to utilize the adjacent parking areas for daily use. Overnight parking and/or storage of vehicles in the parking areas is prohibited.
- 3) **TERM:** The term of this Rental Agreement shall be month to month and shall become effective upon the date written below.
- 4) **RENT:** Rent is \$250.00 per month. Rent is due on or before the first day of each month during the term of this Rental Agreement. Rent shall be paid to Landlord at the address listed in paragraph 1 above.
- 5) **TENANT RESPONSIBILITIES:** Tenant shall be responsible for:
- a) Securing the building from intrusion and vandalism
 - b) Changing the furnace and air conditioner filters monthly
 - c) All utility charges
 - d) Routine maintenance
- 6) **ASSIGNMENT/SUBLETTING:** Tenant shall not assign this Rental Agreement nor sublet the premises or any part thereof.
- 7) **VACATING THE PREMISES:** Tenant agrees to vacate the premises immediately at the end of the Rental term.

8) **TENANT'S OBLIGATIONS:** During the Rental Agreement term, as a condition to Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises:

- a. Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Landlord or the Premises or the building of which they are a part.
- b. Not to use or keep in or about the Premises anything which would adversely affect coverage of the Premises, or the building of which they are a part, under a standard fire and extended insurance policy.
- c. Not to make noise or engage in activities which unreasonably disturb the neighbors or users of Green Valley Park.
- d. To keep Premises in clean and tenantable condition and in as good repair as at the beginning of the Rental Agreement term, normal wear and tear excepted.
- e. To maintain a reasonable amount of heat in cold weather to prevent damage to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
- f. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
 - 1) Paint upon, attach, exhibit or display in or about the Premises any sign or placard;
 - 2) Alter or redecorate the Premises;
 - 3) Attach or affix anything to the exterior of the Premises.
- g. To be liable for all acts of negligence or breaches of the Rental Agreement by Tenant and Tenant's guests and invitees.

9) **BREACH OF RENTAL AGREEMENT:** Should Tenant fail to perform any of the terms of this Agreement, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice. If Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute an action to expel Tenant from the Premises without limiting the liability of Tenant for the rent due or to become due under this Rental Agreement. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant commits a similar breach, this Rental Agreement may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice.

10) **INSURANCE:** Tenant agrees to obtain and maintain insurance on the Premises. Landlord does not insure personal belongings of Tenant.

11) **GENERAL PROVISION:**

- 11.1 Dispute Resolution/Attorneys' Fees. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this

Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, *et seq.* Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona. Any dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees without contribution from the other Party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

- 11.2 Waivers. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver.
- 11.3 Construction. This Agreement shall be construed according to the internal laws of the State of Arizona without the application of any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction.
- 11.4 Time. Time is of the essence of this Agreement and all of its parts.
- 11.5 Notices. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Tenant and Landlord at the addresses set forth hereunder or at such other address as a party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date of deposit in the mail or with an express delivery service.

Address for Tenant:
Gila County
1400 E. Ash Street
Globe, Arizona 85501
Attention: Sheriff John R. Armer

Address for Landlord:
Town of Payson
303 N. Beeline Highway
Payson, Arizona 85541
Attention: Water Department

With a copy to:
Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Attention: Town Clerk

- 11.6 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to carry out the intent and purpose of this Agreement.
- 11.7 Time Periods. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Payson time) on the last day of the applicable time period provided for herein. If the time for performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday, or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 11.8 Covenant as to Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated herein.
- 11.9 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
- 11.10 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained in the Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged into this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties.
- 11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- 11.12 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 11.13 Construction of Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge

and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Rental Agreement on the eight day of September, 2011.

LANDLORD:

Debra Galbraith
Town of Payson
By Debra Galbraith, Town Manager

TENANT(S):

John R. Armer
Gila County
By John R. Armer, Sheriff

Approval as to form:

Bryan B. Chambers
Bryan B. Chambers,
Chief Deputy County Attorney

GILA COUNTY MANAGER

Don E. McDaniel Jr.
Don E. McDaniel Jr.