

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, MARCH 20, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Lt. Spencer Preston of the Miami Police Department.
 - B Public recognition of 17 employees for February's "Spotlight on Employees" Program, as follows: Jake Garrett, Jim Berry, Thomas Homan, Emmett Dickison, Ronald Escobedo, Richard Stockwell, Leana Asberry, John Castaneda, Lorraine Dalrymple, Ursula Donovan, Paula Horn, Christine Lopez, JenDean Sartain, Judy Smith, Shane Stuler, Debra Williams and Malinda Williams. **(Erica Raymond)**
- 3 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 092111-2 for the purchase of CRS-2 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)**
 - B Information/Discussion/Action to approve a proposed Settlement Agreement and Release of Claims that would resolve the claims of certain property owners of the Strawberry Creek Foothills Subdivision against Gila County. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney and pursuant to A.R.S. § 38-431.03(A)(4) the Board may go into executive session in order to consider its position and instruct its attorney regarding the public body's position regarding settlement discussions of this matter in order to avoid or resolve litigation. **(Bryan Chambers)**
- 4 **CONSENT AGENDA ACTION ITEMS:**
 - A Approval of Amendment No. 2 to the Intergovernmental Agreement between Central Arizona Association of Governments (CAAG) and Gila County to reduce CAAG's annual cost by \$12,768 as the office workspace provided for CAAG staff at the Casa Grande Comprehensive One-Stop has been decreased by two offices.

- B Approval of Arizona Department of Housing Community Development Block Grant Contract Number 112-110R Closeout Report to finalize the contract between the Arizona Department of Housing and Gila County Community Action/Housing Services, which will successfully end the contract and ensure that Gila County Community Action/Housing Services has met all requirements of the contract.
- C Approval of the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Globe Unified School District #1 related to the Tobacco Free Environments Program for the period July 1, 2011, through June 30, 2012.
- D Approval of the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40 related to the Tobacco Free Environments Program for the period July 1, 2011, through June 30, 2012.
- E Authorization for the Chairman to sign the attached agreements to distribute LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreement with the Town of Hayden for \$1,250 and Transit Agreement with Horizon Human Services for \$1,250.
- F Authorization of the Chairman's signature on the United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement No. 12-RO-11031200-013 for the FY 2012 through September 30, 2012, in the amount of \$72,114.
- G Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Star Valley Precinct-Jay Don Knoner, Claypool #2 Precinct- Darrell Wayne Stubbs, and Globe #8 Precinct-Timothy Trent.
- H Approval to appoint Mary Lou Myers to the Gila County Planning and Zoning Commission to fill Ron Christensen's unexpired term of office through December 31, 2012.
- I Approval to appoint Mary Lou Myers to the Gila County Board of Adjustment and Appeals for the period March 20, 2012, through December 31, 2015; and to reappoint Don Ascoli to said Board for the period March 20, 2012, through December 31, 2015.
- J Approval of Gila Monsters Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 1, 2012, through September 2012, with a waiver of fees.
- K Approval of the waiver of fees for the Gila County Rodeo Committee's use of the Fairgrounds' Exhibit Hall and rodeo arena for the Rodeo Queen Pageant on April 21, 2012, the Rodeo Sponsor Dinner on May 11, 2012, and the Annual Rodeo on May 12 and 13, 2012.

- L Approval of two Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on April 7, 2012, for a wedding reception, and April 14, 2012, for the annual National Rifle Association Dinner.
 - M Approval of the January 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.
 - N Approval of the January 2012 monthly departmental activity report submitted by the Recorder's Office.
 - O Approval of the February 2012 monthly departmental activity report submitted by the Payson Regional Constable.
 - P Approval of the February 28, 2012, and March 6, 2012, BOS meeting minutes.
 - Q Acknowledgment of contracts under \$50,000, which have been approved by the County Manager for the weeks of February 18, 2012, to February 24, 2012, and February 25, 2012, to March 2, 2012.
 - R Approval of finance reports/demands/transfers for the weeks of March 13, 2012, and March 20, 2012.
- 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.
- 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.

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-1100

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Daisy Flores, County Attorney
Submitted By: Sharon Listiak, Public Agency Courts Liaison, County Attorney

Department: County Attorney

Presenter's Name: Daisy Flores, Gila County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Lt. Spencer Preston of the Miami Police Department.

Background Information

Daisy Flores, Gila County Attorney, selects an officer quarterly for the Officer of the Quarter from the nominations from her staff. The staff nominates an officer for his or her availability for preparation and carrying out prosecution, their reports being complete and readable, court appearances, assistance and cooperation with the attorney of record, and service above and beyond. Two plaques will be presented, one for the officer and one for his or her agency.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Lt. Spencer Preston of the Miami Police Department.

ARF-1134

Presentation Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Berthan DeNero, Human Resources Director
Submitted By: Erica Raymond, Human Resources Assistant, Human Resources

Department: Human Resources

Presenter's Name: Erica Raymond

Information

Request/Subject

February 2012 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 17 employees for February 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 17 employees for February's "Spotlight on Employees" Program, as follows: Jake Garrett, Jim Berry, Thomas Homan, Emmett Dickison, Ronald Escobedo, Richard Stockwell, Leana Asberry, John Castaneda, Lorraine Dalrymple, Ursula Donovan, Paula Horn, Christine Lopez, JenDean Sartain, Judy Smith, Shane Stuler, Debra Williams and Malinda Williams. **(Erica Raymond)**

ARF-1133

Regular Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division

Division: Roads

Fiscal Year: FY 2012 - FY 2013

Budgeted?: Yes

Contract Dates 3-20-12 to 3-19-13

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Steve Stratton

Information

Request/Subject

Contract Award for Bid No. 092111-2 for CRS-2 Chip Seal Oil

Background Information

The Consolidated Roads Department uses the CRS-2 chip seal oil as a road repair and maintenance product on various roads in Gila County.

Evaluation

Bid 092111-2 for CRS-2 chip seal oil was advertised on January 25th and April 1st, 2012, and proposals were received on February 9, 2012. Proposals were received from two CRS-2 suppliers.

Conclusion

Award of this bid would allow a supplier to continue to provide the CRS-2 product to Gila County for repair and maintenance of various roads within the County.

Recommendation

After extensive review of submitted proposals the Public Works Director recommends that the Board of Supervisors approve the award of Invitation for Bids No. 092111-2 for CRS-2 chip seal oil to Cactus Transport, Inc. for a term of twelve months with 2 one-year renewal options.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 092111-2 for the purchase of CRS-2 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)**

Attachments

Bid No. 092111-2 Solicitation Sign-In

Bid No. 092111-2 Tabulation Form

Contract No. 092111-2 CRS-2 Chip Seal Oil

Legal Explanation

GILA COUNTY



SOLICITATION SIGN-IN-SHEET

PAGE 1 OF 1

Solicitation No 092111-2 Due Date 2/9/2012 Time 3:00 PM
Title CRS-2 Chip Seal Oil

Gila County has received the following responses to the above listed solicitation.

Name Cactus Transport Inc. Date Rec'd 2-9-12 Time Rec'd 10:30 AM
Comments _____

Name Hawker & Evers Date Rec'd 2-9-12 Time Rec'd 2:59 pm
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

BID TABULATION FORM



GILA COUNTY

BID

TITLE:

CRS-2 Chip Seal Oil

BID

DUE

NO:

091211-2

DATE:

February 9, 2012

TIME:

3:00 PM

R
A
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I
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G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Cactus Transport, Inc.	Price Per Ton \$525.00 Delivery Charge \$32.00	Total price delivered \$557.00 Total price delivered and spread \$615.00
		Spread Delay Cost \$185.00 Truck Delay Cost \$95.00	Returned Product Cost \$500.00
2	Hawker & Evans Asphalt Co., Inc.	Price Per Ton \$535.00 Delivery Charge \$32.50	Total price delivered \$567.50 Total price delivered and spread \$685.00
		Spread delay Cost \$165.00 Truck Delay Cost \$95.00	Returned Product \$400.00

GILA COUNTY
NOTICE OF
INVITATION FOR BID



SOLICITATION NUMBER
092111-2
CRS-2 CHIP SEAL OIL

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	16
Contract Forms:.....	Attachments "A-I"

SOLICITATION NO. 092111-2**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of CRS-2 Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Product Specifications

CRS-2 PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-59	75	400
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Uncoated Particles, %	AZ 502	55	
Residue, % of emulsion by distillation	T-59	65	
<u>Tests on Residue from Distillation Test</u>			
Penetration @ 77°F, 100g / 5 sec, dmm	T-49	40	90

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the

equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 092111-2**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 092111-2**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

SOLICITATION NO. 092111-2**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, because of Contractor default as explained in (A)(1) and (A)(2) in the previous paragraph, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of A.R.S. §38-511.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

SOLICITATION NO. 092111-2

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 092111-2**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

SOLICITATION NO. 092111-2**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 092111-2**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the 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.

17. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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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. Contractor is free to purchase such 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, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

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. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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- 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 **Purchasing Department, 1400 E. Ash St., Globe, AZ**, 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 **Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** 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.

SOLICITATION NO. 092111-2**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 092111-2

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results **ARE NOT** provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and One (1) copies (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

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2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

SOLICITATION NO. 092111-2**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope, a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with bid title "CRS-2 CHIP SEAL OIL", Bid Number, "092111-2", date, "February 9, 2012", and time, "3:00 PM" of bid opening shall be written on the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 092111-2

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 07-215741 X

Federal Employer Identification

No.: 86-0363424

For clarification of this offer, contact:

Jason W. Hoffman
Printed Name

Cactus Transport, Inc.
Offeror's (Company) Name

jwh@CactusTransport.com
Email Address

8211 West Sherman Street
Address

jwh@CactusTransport.com
Company Email Address

Tolleson, AZ 85353
City State Zip

[Signature]
Signature of Person Authorized to Sign Offer

623-907-2800
Phone

Jason W. Hoffman
Printed Name Date 2/11/12

623-907-2900
Facsimile

Operations Manager
Title

Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 092111-2

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy Clerk of the Board

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

CRS-2 CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Cactus Transport, Inc.
8111 West Sherman Street
Tolleson, AZ 85353
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona: 0.93
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: ROC # 179814

Signature of Authorized Representative

Jason W. Hoffman
Printed Name

operations Manager
Title

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 092111-2

CRS-2 Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 150 Tons

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>

21 ton minimum per day

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>185.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>95.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: Arizona & City of: Globe
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Charles Transport, Inc.
 Company Name


 Company Representative

If payment is made within 10 days after receipt of goods or services, the above quoted price can be discounted by 1 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** Holly Asphalt
Contact: Mike McCuence
Phone: (623-939 3311)
Address: 20860 N Tatum Blvd, Suite 150
PHX AZ 85050

2. **Company:** Vulcan Materials
Contact: Ken Meeks
Phone: 602-254-8465
Address: 2526 E University Dr. Phx, AZ 85034

3. **Company:** Mesa Materials
Contact: Patty Southway
Phone: 480-830-1521
Address: P.O. Box 20040, Mesa, AZ 85217

Cactus Transport, Inc
Company Name

[Signature]
Signature of Authorized Representative

Operations Manager
Title

ATTACHMENT "E"

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Cactus Transport, Inc

Business name, if different from above
Cactus Asphalt, A Division of Cactus Transport, Inc

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
8111 West Sherman Street

City, state, and ZIP code
Tolleson, AZ 85353

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number
86-0303424

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **J. R. Deming** Date ▶ **2/7/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 092111-2

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
COUNTY OF: Maricopa)ss

Jason W. Hoffman

(Affiant)

the Operations Manager

(Title)

of Cactus Transport, Inc

(Contractor)

and

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

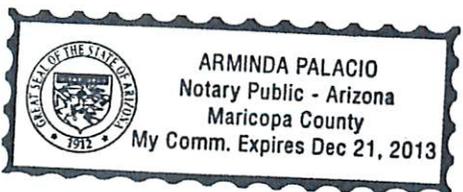
[Signature]
(Signature)
Operations Manager
(Title)

Subscribed and sworn before me this
8th Day of February, 2012

Arinda Paola
Signature of Notary Public in and for

the County of Maricopa

State of Arizona



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

At the time of submission of bids for Invitation for Bid No. 092111-2 CRS-2 Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

Cactus Transport, Inc.
Name of Firm

[Signature]
By: (Signature)

Operations Manager.
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

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.

Gila 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 as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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



Signature of Authorized Representative
Jason W. Hoffman
Printed Name
Operations Manager
Title

ATTACHMENT "1"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 092111-2

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)	✓
Qualification & Certification Form (attachment B)	✓
Price Sheet (attachment C)	✓
References (attachment D)	✓
IRS W-9 Form (attachment E)	✓
Non-Collusion Affidavit (attachment F)	✓
Intentions Concerning Subcontractors (attachment G)	✓
Legal Arizona Works Act Compliance (attachment H)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	[Signature]	_____	_____	_____	_____
Date	2-6-12	_____	_____	_____	_____

Signed and dated this 6 day of February, 2012

Cactus Transport, Inc.
CONTRACTOR:

BY: [Signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 092111-2 CRS-2 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before February 9, 2012, 3:00 pm.



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 contract or agreement attached to this agenda item 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.

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-1136

Regular Agenda Item 3- B

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Bryan
Chambers,
Chief Deputy
County Attorney

Submitted By:
Bryan Chambers, Chief Deputy County
Attorney, County Attorney

Department: County Attorney

Fiscal Year: 2012

Budgeted?: No

Contract Dates n/a

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Presenter's Name: Bryan Chambers

Information

Request/Subject

Proposed Settlement Agreement to resolve notices of claims filed by certain landowners in the Strawberry Creek Foothills Subdivision.

Background Information

On August 24, 2012, certain property owners of the Strawberry Creek Foothills Subdivision filed a claim against Gila County demanding damages or certain actions regarding Tomahawk Trail. The proposed settlement agreement would resolve those claims.

Evaluation

Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney and pursuant to A.R.S. § 38-431.03(A)(4) the Board may go into executive session in order to consider its position and instruct its attorney regarding the public body's position regarding settlement discussions of this matter in order to avoid or resolve litigation.

Conclusion

The Board of Supervisors should consider the proposed settlement agreement to resolve the claims of certain property owners of the Strawberry Creek Foothills Subdivision.

Recommendation

The Board of Supervisors should consider the proposed settlement agreement to resolve the claims of certain property owners of the Strawberry Creek Foothills Subdivision.

Suggested Motion

Information/Discussion/Action to approve a proposed Settlement Agreement and Release of Claims that would resolve the claims of certain property owners of the Strawberry Creek Foothills Subdivision against Gila County. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney and pursuant to A.R.S. § 38-431.03(A)(4) the Board may go into executive session in order to consider its position and instruct its attorney regarding the public body's position regarding settlement discussions of this matter in order to avoid or resolve litigation.

(Bryan Chambers)

Attachments

Strawberry Creek Foothills Proposed Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereafter referred to as "this Agreement") is entered into as of February _____, 2012, by and between Dina R. Galassini, Gregory J. Larson and David Frederikson (hereinafter "Claimants") and Gila County, a body politic. Claimants and Gila County are sometimes hereafter collectively referred to as "the Parties."

RECITALS

1. During the period from approximately 2005 through 2007, Strawberry Ridge Estates, LLC developed Phase III of the Strawberry Creek Foothills Subdivision a/k/a Strawberry Ridge Estates, a residential subdivision located in northern Gila County, Arizona ("the Subdivision").

2. In order to assure the completion of all of necessary improvements in the Subdivision, the Gila County Planning Manager, the Gila County Deputy County Manager, Strawberry Ridge Estates, LLC and Arizona Business Bank entered into an Assurance of Subdivision Improvements Agreement (Set Aside Funds) dated August 7, 2006 (the "Assurance Agreement").

3. The Gila County Board of Supervisors authorized John Nelson to execute the Assurance Agreement on behalf of the County on August 21, 2006. The Assurance Agreement created a set-aside fund in the amount of \$716,010.00 to ensure completion of the improvements in the Subdivision, including its roadways.

4. The Assurance Agreement further authorized the County to utilize the set aside fund to complete the improvements if Strawberry Ridge Estates, LLC failed to "complete construction of the Improvements in accordance with the standards of the County within two (2) years of the date of this Agreement" or if Strawberry Ridge Estates, LLC abandoned the project, abandonment being defined as an absence of work on the project for a period of thirty days.

5. In connection with the development of the Subdivision, the Arizona Department of Real Estate issued a Subdivision Public Report effective December 14, 2006. As of the time of the issuance of the Subdivision Public Report, Western Way and Tomahawk Trail, roads within the Subdivision, had not been completed. However, the Report provided that "[t]he Developer will pave Western Way and Tomahawk Trail with asphalt by August 7, 2007, at which time they will be accepted and maintained by Gila County."

6. The entirety of the set aside fund was subsequently released to Strawberry Ridge Estates, LLC.

7. Strawberry Ridge Estates, LLC offered for sale and Claimants purchased Lots 51, 85, 86 and 87 in the Subdivision. These lots are located on Tomahawk Trail.

8. Tomahawk Trail and a portion of Western Way were neither completed to Gila County standards nor approved by Gila County. Tomahawk Trail and a portion of Western Way are now compromised and failing.

9. On July 6, 2011, Gila County recorded a Notice of Gila County Subdivision Code Violation documenting that the developer had failed to receive final approval from Gila County and that no building permits would be issued for certain lots in the Subdivision, including the lots owned by Claimants.

10. On approximately August 24, 2011, Claimants submitted a Notice of Claim (the "Notice of Claim") to Gila County relating to the condition of the roadways in the Subdivision, the contents of which are incorporated herein by this reference.

11. The Parties have now determined that it is in their respective best interests to resolve the matters set forth in the Notice of Claim on the terms and conditions stated in this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the covenants, promises, representations, releases, and other terms and conditions contained herein, the Parties named above agree as follows:

1. The foregoing Recitals are incorporated herein as a material part of this Agreement.

3. Within thirty (30) days following the execution of this Agreement Gila County shall approve a Resolution immediately accepting ownership of and the maintenance obligation relating to the roadways in the Subdivision. In so doing, Gila County agrees to promptly take all remedial action required to bring the roadways into compliance with Gila County standards and act upon the reports received by the County relating to the condition of the roadways, including but not limited to a Supplemental Geotechnical Exploration Report from Terrane Engineering September 20, 2007, the contents of which are incorporated herein by this reference.

4. Upon the completion of the remedial efforts described in the preceding paragraph, Gila County shall record notice that all deficiencies giving rise to the Notice of Gila County Subdivision Code Violation recorded on July 6, 2011 have been corrected and that building permits may be issued for the lots in the Subdivision.

5. Except as provided below, and effective only upon the performance of the obligations contained in paragraphs 1 through 4 above, Claimants hereby release and discharge Gila County, and its agents, employees, and managers, from all claims, causes of action, liabilities, or obligations relating to the matters set forth in the Notice of Claim; provided, however, that nothing contained in this provision shall limit or impair the right of any party to enforce this Agreement.

6. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. There are no promises, agreements, covenants, representations, warranties, or other terms or conditions pertaining to the subject matter hereof, except as may be implied by law.

7. Nothing contained in this Agreement shall be construed as an admission of any wrongdoing or liability on the part of any of the Parties, their employees, agents or representatives, all of which is denied.

8. This Agreement may not be modified except by a writing signed by all of the Parties hereto.

9. Time is and shall remain of the essence of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its choice of law rules.

11. The initial draft of this Agreement has been prepared by counsel for Claimants as a convenience to all parties; however, each of the other Parties hereby acknowledges that they and their counsel, if desired, have reviewed the initial draft and have participated fully in any revisions thereof. Therefore, no presumption regarding the interpretation of this Agreement shall arise from the fact that the initial draft hereof was prepared by counsel for Claimants.

12. In any action to enforce this Agreement or to obtain any remedy for the breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other expenses of litigation.

13. Each person executing this Agreement in a representative capacity on behalf of one of the Parties hereby warrants and represents that he/she is duly authorized to do so.

14. This Agreement shall be binding upon the parties and their respective heirs, successors and assigns.

“CLAIMANTS”

Dina R. Galassini

Date: _____

Gregory J. Larson

Date: _____

David Frederikson

Date: _____

GILA COUNTY, a body politic

By _____
Its _____

Date: _____

Regular BOS Meeting

Meeting Date: 03/20/2012
Submitted For: Barbara Valencia, WIA Department Program Manager
Submitted By: Barbara Valencia, WIA Department Program Manager, Community Services Division
Department: Community Services Division **Division:** WIA Department
Fiscal Year: Program Year 2011 **Budgeted?:** Yes
Contract Dates 5/1/2009 - 6/30/2014 **Grant?:** Yes
Begin & End:
Matching No **Fund?:** Replacement
Requirement?:
Presenter's Name:

InformationRequest/Subject

Amendment No. 2 to an Intergovernmental Agreement between Central Arizona Association of Governments and Gila County.

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, Central Arizona Association of Governments (CAAG) will be provided the necessary office space to perform work duties.

On June 16, 2009, the Board of Supervisors approved the original Intergovernmental Agreement between CAAG and Gila County for the period May 1, 2009, through June 30, 2014.

On July 27, 2010, the Board of Supervisors approved Amendment No. 1 which increased the cost to CAAG by \$12,768 annually for the provision of two additional offices at the One-Stop Center in Casa Grande. CAAG was provided 200 square feet of space for the two additional offices and 408 square feet of common area.

Evaluation

CAAG will reimburse Gila County (dba Gila/Pinal Workforce Investment Board) for their share of the costs associated with co-locating at the Casa Grande One-Stop as per breakdown in the Resource Sharing Agreement.

CAAG no longer requires this extra office space at the Casa Grande One-Stop Center, so the execution of Amendment No. 2 will decrease the cost to CAAG by \$12,768 annually. The office space will now be made available to other One-Stop partners.

Conclusion

Amendment No. 2 to the Intergovernmental Agreement between CAAG and Gila County will reduce CAAG's annual cost by \$12,768 as a result of CAAG no longer needing the additional office space at the Casa Grande One-Stop Center.

Recommendation

It is recommended that the Board of Supervisors approve Amendment No. 2 to the Intergovernmental Agreement between CAAG and Gila County as CAAG's office workspace has decreased by two offices at the Casa Grande Comprehensive One-Stop.

Suggested Motion

Approval of Amendment No. 2 to the Intergovernmental Agreement between Central Arizona Association of Governments (CAAG) and Gila County to reduce CAAG's annual cost by \$12,768 as the office workspace provided for CAAG staff at the Casa Grande Comprehensive One-Stop has been decreased by two offices.

Attachments

CAAG INTERGOVERNMENTAL AGREEMENT

AMENDMENT NO. 1

AMENDMENT NO. 2

Legal explanation

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

AND

**GILA COUNTY
(dba Gila/Pinal Workforce Investment Board)**

FOR

GILA/PINAL WORKFORCE INVESTMENT ONE-STOP CENTERS

CO-LOCATION – RESOURCE SHARING AGREEMENT

CONTRACT TERM

MAY 1, 2009 TO JUNE 30, 2014

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agency Agreement (Agreement) is between the Central Arizona Association of Governments (hereafter referred to as CAAG) and Gila County dba Gila/Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

WHEREAS CAAG is duly authorized to execute and administer contracts under A.R.S. §41-1954 (A) (1) (d); and

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

WHEREAS CAAG and Gila County 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 CAAG and Gila/Pinal WIB agree to abide by all the terms and conditions set forth in this Contract. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

FOR AND ON BEHALF OF THE CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS BOARD

FOR AND ON BEHALF OF THE GILA COUNTY dba GILA/PINAL WORKFORCE INVESTMENT

Maxine L. Brown
Signature

Shirley L. Dawson
Signature

Maxine L. Brown
Printed Name

Shirley L. Dawson
Printed Name

Executive Director
Title

Chairman, Gila County Board of Supervisors
Title

April 30, 2009
Date

6/16/09
Date

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.

APPROVED AS TO FORM

[Signature]
Chief Deputy County Attorney

5-22-2009
Date

1.0 PARTIES

- 1.1 This Intergovernmental Agreement (Agreement) is between Central Arizona Association of Governments; hereinafter called "CAAG", and Gila County dba Gila/Pinal Workforce Investment Board; hereinafter called "Gila/Pinal WIB".
- 1.2 In consideration of the mutual representations and obligations hereunder, CAAG and the Gila/Pinal WIB agree to abide by all the terms and conditions set forth herein.

2.0 TERM OF AGREEMENT

2.1 Term

The term of this Agreement shall have an effective date of May 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

2.2 Extension

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

2.3 Termination

- 2.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.
- 2.3.2 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.
- 2.3.3 In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, which is earlier.
- 2.3.4 Either party may immediately terminate this Agreement if they determine that the health, welfare or safety of service recipient is endangered.
- 2.3.5 In the event of termination or suspension of the Agreement by either party, such termination or suspension shall not affect the obligation of both parties to indemnify each other and the State for any claim by any third party against the State or the terminating party arising from the other party's performance of this Agreement and for which the other party would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. §41-621, et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

3.0 DEFINITIONS

- 3.1 "Gila/Pinal WIB" means the party who is providing co-location space. In this instance the Gila/Pinal WIB is Gila County dba Gila-Pinal Workforce Investment Board.
- 3.2 "Gila-Pinal WIB Site Location" means the facility where the co-location of integrated program services will occur.
- 3.3 "Co/locator" means the party who is co-locating. In this instance the Co-locator is Central Arizona Association of Governments (CAAG).
- 3.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

4.0 PURPOSE

- 4.1 The purpose of this Agreement is to implement the Memorandum of Understanding (MOU) and Resource Agreement attached hereto as Exhibit 1. These documents provide for funding arrangements between co-locator, a partner agency that is co-located in the Gila/Pinal Workforce Investment Area. This partnership allows for integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Gila and Pinal counties in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

5.0 RESPONSIBILITIES

- 5.1 CAAG and Gila/Pinal WIB agree as follows:
- 5.2 The Gila/Pinal WIB shall provide CAAG with 420 net square feet of workspace at Location I -Casa Grande (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.
- 5.3 Gila/Pinal WIB shall provide CAAG with 97 net square feet of workspace at Location II - Globe (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.
- 5.3 CAAG will reimburse the Gila/Pinal WIB for usage of the workspaces and a percentage of the common areas used by CAAG staff at both locations on a monthly basis.

6.0 PAYMENT REQUIREMENTS

6.1 CAAG shall prepare and issue a payment by the thirtieth (30) day of the month provided that they are in receipt of an invoice from Gila/Pinal WIB. If no invoice has been received by the 15th of the month, CAAG will have 15 working days after receipt of said invoice to issue a payment. The payment shall be submitted to the address shown in Section 7.1.

7.0 NOTICES

7.1 All notices to the Gila/Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila/Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

7.2 All notices to CAAG regarding this Agreement shall be sent to the following address:

Maxine Brown, Executive Director
CAAG
1075 South Idaho Rd., Suite 300
Apache Junction, AZ 85219
480 474-9300
mleather@caagcentral.org

7.3 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

Casa Grande	Marty Clay	520-374-3001
Globe	Barbara Valencia	928-402-8657

7.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

7.5 All notices shall reference both of the contract numbers as indicated on the signature page of this Agreement.

8.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

8.1 CAAG shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. CAAG shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

8.2 CAAG and Gila/Pinal WIB shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

8.3 CAAG shall comply with the following:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 CANCELLATION FOR CONFLICT OF INTEREST

9.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the

State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Gila-Pinal WIB received written notice of the cancellation, unless the notice specifies a later time.

10.0 AMENDMENTS OR MODIFICATIONS

10.1 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.

10.2 Exceptions

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

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

11.0 IT 508 COMPLIANCE

11.1 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.

12.0 OCCUPANCY INFORMATION

12.1 Site Location(s)

Location I – Casa Grande
Gila-Pinal Workforce Investment Board
1015 E. Florence Boulevard
Casa Grande, Arizona 85222

Location II - Globe
Gila-Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

12.2 Costs

CAAG will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the above locations (Section 16.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1 and Exhibit 2. Exhibit 1 – Globe Location annual costs equals \$4,425.92. Exhibit 2 – Casa Grande Location annual costs equals \$25,788.00.

12.3 Gila/Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

12.4 Gila/Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated and are part of CAAG's total monthly charges as agreed to in the RSA. CAAG will not be billed separately for these costs.

13.2 Voice Communications

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

13.3 Data Communications

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

14.0 OFFICE FURNITURE & EQUIPMENT

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

14.2 Equipment Supplies – Casa Grande

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

14.3 Equipment Supplies – Globe

The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into CAAG total monthly charges.

14.4 Office Supplies – Casa Grande and Globe

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

15.0 VETERANS' PRIORITY PROVISIONS

15.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a

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

16.0 AMERICANS WITH DISABILITIES ACT

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

17.0 COMPLIANCE WITH CIVIL RIGHTS ACT

17.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

18.0 EXHIBITS

18.1 The following list of exhibits constitutes an integral part of subject Agreement:

18.1.1 Exhibit 1 Resource Sharing Agreement for Location I – Casa Grande, Location II - Globe

EXHIBIT I

RESOURCE SHARING AGREEMENT

**LOCATION I – CASA GRANDE
1015 E. FLORENCE BOULEVARD
CASA GRANDE, AZ 85037**

**LOCATION II – GLOBE
5515 S. APACHE AVENUE, SUITE 200
GLOBE, ARIZONA 85501**

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Central Arizona Association of Governments** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on **May 1, 2009** and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as **Attachment 1 and 2** to this RSA. The following partner organization **Central Arizona Association of Governments** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Centers** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Gila County** has the lease on the building and **Central Arizona Association of Governments** makes monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

Casa Grande One-Stop Location

Allocation Basis	Yrly Cost	Mthly Cost	REPAK		WIB		MANPOWER		EMPLOY. SERVICES		VOC REHAB		CAAG		RE-EMPLOY SERVICES	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Offices	\$ 39,921.00	\$ 3,326.75	\$ 435.75	\$ 183.75	\$ 280.00	\$ 1,006.25	\$ 350.00	\$ 735.00	\$ 336.00	\$ 3,326.75						
Common Areas	\$ 76,818.00	\$ 6,401.50	\$ 838.25	\$ 355.25	\$ 539.00	\$ 1,935.50	\$ 673.75	\$ 1,414.00	\$ 645.75	\$ 6,401.50						
TOTAL MONTHLY COST			\$ 1,274.00	\$ 539.00	\$ 819.00	\$ 2,941.75	\$ 1,023.75	\$ 2,149.00	\$ 981.75	\$ 9,728.25						
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$15,288.00	\$6,468.00	\$9,828.00	\$35,301.00	\$12,285.00	\$25,768.00	\$11,781.00	\$116,739.00						

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1901
COMMON AREA 3658

COMMON AREAS ONE-STOP	905	125	147	100	45	71	233	114	1004	2745	DEDICATED		% DED		C. AREA	
											SQ FT	SQ FT	SQ FT	SQ FT	SQ FT	SQ FT
RESOURCE ROOM											420	22%	808			
INTERVIEW ROOM											105	6%	203			
INTERVIEW/TESTING											249	13%	479			
TESTING											160	8%	308			
ONE-STOP SERVER											575	30%	1106			
UNISEX BATHROOM											192	10%	369			
CONFERENCE ROOM											200	11%	385			
RECEPTION											1901	100%	3658			
HALLWAYS																
TOTAL COMMON AREA																

CAC AND ONE-STOP
RECEPTION 631
CAC SERVER 45
RESTROOM 252
BREAK ROOM 264
HALLWAY 381
RESTROOM 253
TOTAL COMMON AREA 1826

TOTAL CAC & ONE-STOP COMMON AREA 913

TOTAL ONE-STOP CA 2745
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3658

Globe One-Stop Location

Shared Resources	Yrly Cost	Mthly Cost	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
			CAP	GEST	WAP/HAP	REPAC	WIB	CAAG	DES		
Office Space (\$1.10 square ft)	\$ 46,620.00	\$ 3,885.00	\$ 536.00	\$ 523.00	\$ 858.00	\$ 1,287.00	\$ 216.00	\$ 107.00	\$ 358.00		
Phones	\$ 18,000.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ 350.00	\$ 400.00	\$ 50.00	\$ 50.00	\$ 100.00		
Internet Access	\$ 10,800.00	\$ 900.00	\$ 120.00	\$ 120.00	\$ 210.00	\$ 240.00	\$ 30.00	\$ 30.00	\$ 60.00		
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 49.68	\$ 165.78		
Receptionist	\$ 45,664.00	\$ 3,805.33	\$ 525.14	\$ 512.20	\$ 840.98	\$ 1,261.47	\$ 210.43	\$ 104.65	\$ 350.47		
Janitorial/Security Lighting	\$ 10,000.00	\$ 833.33	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 76.75		
Fax Line & Supplies	\$ 2,000.00	\$ 166.67	\$ 23.00	\$ 22.43	\$ 36.83	\$ 55.25	\$ 9.22	\$ 4.58	\$ 15.35		
Monthly's Costs			\$ 1,767.54	\$ 1,732.08	\$ 2,877.78	\$ 4,116.67	\$ 661.09	\$ 368.83	\$ 1,126.35		
Annual Costs	\$ 154,684.00	\$ 154,684.00	\$ 21,210.43	\$ 20,784.93	\$ 34,533.34	\$ 49,400.02	\$ 7,933.14	\$ 4,425.92	\$ 13,516.21		

TOTAL COMMON AREA	1792										
TOTAL OFFICE SPACE	1738										
TOTAL	3530										
COMMON AREAS ONE STOP											
CONFERENCE ROOM	796		CAAG	DEDICATED	% DED.	C. AREA					
RECEPTION	189		WB	SQ. FT.	SQ. FT.	SQ. FT.					
BATHROOM-PUBLIC	62		REPAC	576	33.15%	594					
BATHROOM-PRIVATE	170		HAP/WAP	384	22.10%	396					
SERVER ROOM	214		GEST	234	13.46%	241					
RESOURCE ROOM	321		DES	160	9.21%	165					
TELEPHONE ROOM	40		CAP	240	13.80%	247					
TOTAL COMMON AREA	1792		TOTAL	1738	100.00%	1792					

AMENDMENT NO. 1 to Intergovernmental Agreement

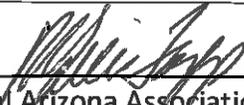
CONTRACT AMENDMENT

BETWEEN

GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

1. CONTRACTOR: Central Arizona Association of Governments 1075 South Idaho Rd, Suite 300 Apache Junction, AZ 85219	
2. Amendment Number: #1	
3. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT: This amendment reflects an increase in square footage at the Pinal County Comprehensive One-Stop in Casa Grande.	
4. CHANGE: Date: Beginning July 1, 2010 CAAG - Common area increased from 808 sq. ft. to 1264 sq. ft. CAAG - Total square feet: Office 420 sq. ft. + Common Area 856 sq. ft = 1276 sq. ft. Addition - CAAG Pathways - Total square feet: Office 200 sq. ft + Common Area 408 sq. ft. = 608 sq. ft CAAG Shared Costs: increased from \$2,149 per month to \$2,233 per month. Addition - CAAG Pathways Shared Costs: \$1,064 per month. See Attached Identification of Shared Costs spreadsheets.	
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. 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. GILA COUNTY: <u></u> Chairman, Gila County Board of Supervisors	Date: 7/27/10
7. CONTRACTOR: <u></u> Central Arizona Association of Governments	Date: 6/9/2010
8. APPROVED AS TO FORM: <u></u> for Gila County Attorney	Date: 7 12 2010

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**

1.	CONTRACTOR:	Central Arizona Association of Governments 1075 South Idaho Rd, Suite 300 Apache Junction, AZ 85219
2.	Amendment Number:	#2
3.	THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:	This amendment reflects a decrease in square footage at the Pinal County Comprehensive One-Stop in Casa Grande.
4.	Effective Date 2/1/2012	
	CHANGE FROM: Amendment #1	Addition of two offices – 200 square feet Addition of common areas – 408 square feet Total increase to Agreement is \$12,768.
	CHANGE TO:	Decrease of two offices – 200 square feet and decrease of common areas – 408 square feet. This is a decrease of \$12,768 annually.
		CAAG will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at Casa Grande One-Stop as per breakdown in the attached Resource Sharing Agreement. Office workspace provided is 420 sq. feet and 856 square feet of common space needed to perform work duties at Location I.
		CAAG will reimburse Gila County for its share of the costs as per breakdown. Casa Grande annual cost is \$26,796.
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. 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.	GILA COUNTY: _____	Date: _____
	Chairman, Gila County Board of Supervisors	
7.	CONTRACTOR:  _____	Date: 2-6-2012
	Central Arizona Association of Governments	
8.	APPROVED AS TO FORM: _____	Date: _____
	Gila County Attorney	

Casa Grande One-Stop Location Amendment 3

Allocation Basis	Yrly Cost	Mthly Cost	REPAC Amount	WIB Amount	MANPOWER Amount	ADES Amount	PATHWAYS Amount	CAAG Amount
Offices	\$ 38,430.00	\$ 3,202.50	\$435.75	\$ 533.75	\$ 168.00	\$ 1,330.00		\$ 735.00
Common Areas	\$ 78,309.00	\$ 6,525.75	\$ 887.25	\$ 1,086.75	\$ 343.00	\$ 2,710.75		\$ 1,498.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,323.00	\$ 1,620.50	\$ 511.00	\$ 4,040.75	\$ -	\$ 2,233.00
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$15,876.00	\$19,446.00	\$6,132.00	\$48,489.00	\$0.00	\$26,796.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
 TOTAL OFFICE SQ FEET 1830
 COMMON AREA 3729

COMMON AREAS ONE-STOP	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
RESOURCE ROOM	420	23%	856
INTERVIEW ROOM	305	17%	621
INTERVIEW/TESTING	249	14%	507
TESTING	96	5%	196
ONE-STOP SERVER	760	42%	1549
UNISEX BATHROOM			
CONFERENCE ROOM			
RECEPTION	1830	100%	3729
HALLWAYS			
STORAGE ROOM			
TOTAL COMMON AREA			

CAC AND ONE-STOP
 RECEPTION 631
 CAC SERVER 45
 RESTROOM 252
 BREAK ROOM 264
 HALLWAY 381
 RESTROOM 253
TOTAL COMMON AREA 1826

TOTAL CAC & ONE-STOP COMMON AREA 913

TOTAL ONE-STOP CA 2816
 TOTAL ONE-STOP & CAC 913
 TOTAL COMMON AREA 3729



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 attached to this agenda item 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).

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."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

ARF-1129

Consent Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Malissa Buzan, CAP/Housing Services Manager
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division
Division: Comm. Action Program/Housing Servs.

Presenter's Name:

Information

Request/Subject

Arizona Department of Housing Community Development Block Grant Contract #112-110R Closeout Report

Background Information

Arizona Department of Housing (ADOH) administers Community Development Block Grant (CDBG) and Home funding for programs through units of local government and non-profit agencies that provide rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

The following property types are eligible:

Single-family (one unit structures);

Condominium units;

Manufactured housing only if the unit upon completion:

is placed on a permanent foundation (requires certification) and is connected to permanent utility hook-ups;

is located on land that is held in fee-simple title, or long-term ground lease with a term of at least 99 years (50 years) for tribal land;

meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976; or, meets applicable local and/or State codes if manufactured prior to June 15, 1976.

Evaluation

Funding received from ADOH CDBG Contract No. 112-110R enabled Gila County Community Action/Housing Services to rehabilitate six homes belonging to low-income Gila County residents.

The Closeout Report reflects that the total contract amount of \$329,994.50 was expended and in addition, the Housing Services Program leveraged \$69,137.00 in other funding to be used on these homes.

By the Gila County Board of Supervisors signing CDBG Contract No. 112-110R Closeout Report, it will enable Gila County Community Action/Housing Services to finalize the contractual obligations to the Arizona Department of Housing for this grant.

Conclusion

By the Gila County Board of Supervisors signing ADOH CDBG Contract No. 112-110R Closeout Report, all contractual requirements will be met and finalization of the contract will be performed.

Recommendation

The Community Action/Housing Services Manager recommends that the Board of Supervisors approve ADOH CDBG Contract No. 112-110R Closeout Report.

Suggested Motion

Approval of Arizona Department of Housing Community Development Block Grant Contract Number 112-110R Closeout Report to finalize the contract between the Arizona Department of Housing and Gila County Community Action/Housing Services, which will successfully end the contract and ensure that Gila County Community Action/Housing Services has met all requirements of the contract.

Attachments

Closeout Report Contract No. 112-110

Grantee Gila County Housing Services Contract Number 112-110R

CERTIFICATIONS

I hereby certify that:

I have the authority to sign these Certifications;

I understand that these Certifications are in addition to the provisions in those certifications incorporated by reference into the above cited contract;

All activities undertaken by the grantee with funds provided under this contract have to the best of my knowledge been carried out in accordance with the Arizona Department of Housing contract;

The grantee shall resolve any findings and/or remit to the state any disallowed costs by any subsequent audit report that are sustained by the Arizona Department of Housing, within 60 days of the date of a written determination by ADOH that such are required;

The State of Arizona is under no obligation to make any further payment to the grantee under this contract; and

The very statement and amount set forth in this Closeout Report is to the best of my knowledge true and correct as of this date.

Signature of Chief Elected Official or Designee (CD-1) Date

Tommie Cline Martin Chairman, Gila County Board of Supervisors
Typed/Printed Name Title

For CDBG Program Use Only

This Closeout Report for ADOH CDBG Contract # _____, FY _____, is hereby approved effective this date.

Signature _____ Date _____

Typed Name Katherine Blodgett Title CD&R Program Administrator

Closeout Report Checklist

Check each item as completed or N/A. This form should be page 2 (after the Closeout Certification).

A. DRAFT CLOSEOUT OR FINAL CLOSEOUT

B. AUTHORIZED SIGNATURE ON CERTIFICATIONS

C. ATTACHMENTS

- 1. Certifications (required) page 1
- 2. Section I. Business Opportunities Report (required) page 3
- 3. Section II. Performance Report (required) page 4
- 4. Section III. Contract Accounting (required) page 6
- 5. Section IV. Housing Applicant/Beneficiary Statement N/A or page _____
- 6. Section V. Job Creation/Retention Applicant/
Beneficiary Statement N/A or page _____
- 7. A description of all property acquired with CDBG N/A or page _____
- 8. A description of how Program Income *was* used N/A or page _____
- 9. A description of how Program Income *will be* used N/A or page _____
- 10. Nomination Form for Outstanding CDBG Project N/A or page _____

D. CONSISTENCY REVIEW

- 1. The total amount of contracts indicated in Section I.H shall be equal to the total of CDBG funds shown in Section III.A.5.
- 2. Ensure that the totals agree in Section II.G and Section III.A.5.
- 3. The list of providers on Section I. BOR, must be supported by other information in the file, e.g., contractor verification forms, contracts, and RFPs.
- 4. The total CDBG funds expended per activity (Section II.E) equals the total indicated on the RFPs and is at least as much as the contract amount in Section I.D.
- 5. The number of beneficiaries (and number of units if a housing activity) stated in Section II.D is the same as in Section IV. or Section V., as applicable.
- 6. All other descriptive information is consistent throughout the Closeout Report.

E. COPY OF CLOSEOUT RETAINED FOR GRANTEE RECORDS

Section I. BUSINESS OPPORTUNITIES REPORT (BOR)

Grantee:	Contract Number	Contact Person	Phone Number	Address, City, State Zip Code +4
Gila County	112-10 R	Malissa Buzan	928-402-8693	5515 S. Apache Ave, Ste 200, Globe 85501

Contractor/Subcontractor Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) and DUNS Numbers	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
\$217,480.94	2	11	Y	N	20-2958914	N	Rodriguez Construction	P.O. Box 13	Miami	AZ	85539	01/01/2011
\$23,335.00	1	11	N	N	86-1042757	N	Mt . Retreat Builders	P.O. Box 1011	Globe	AZ	85501	01/01/2011

*See Demographic and Trade Code table below for information

Vendors/Suppliers/Professional Service Providers Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) and DUNS Numbers	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
\$798.00	4	11	N	N	86-0506255	N	Pioneer Title Agency	PO Box 250	Payson	AZ	85547	Multiple
\$5,195.00	4	11	N	N	20-8737988	N	ECS Allstate Svcs	11435 W. Buckeye Rd., Suite 104-500	Avondale	AZ	85323	Multiple
\$15,000.00	3	11	N	N	86-0826729	N	Burden Electric	PO Box 628	Globe	AZ	85502	Multiple
\$												
\$												
\$												
\$												
\$												
\$												

*See Demographic and Trade Code table below for information

Demographic and Trade Codes

Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	2 – Substantial Rehab
13 - Asian	3 – Repair
14 – American Indian or Alaskan Native	4 – Service
15 – Native Hawaiian or Other Pacific Islander	5- Project Management
16 – American Indian or Alaskan Native and White	6 – Professional
17 – Asian and White	7 – Tenant Services
18 – African American and White	8 – Educational Training
19 – American Indian or Alaskan Native and African American	9- Architecture/Engineering
20 – Other Multi-racial	10 – Other

Section II. PERFORMANCE REPORT

Section II. PERFORMANCE REPORT

Grantee: Gila County			CDBG Contract No: 112-10 R		
A. Activity No.	B. Activity Name	C. Sec. 3 Y/N	D. Actual Accomplishments	E. CDBG Funds	F. Leverage/Other/PI Funds
1	Administration		Administration of program, compiling & submitting of performance and fiscal reports, and payment requests.	29,994.50	
2	Actual Activity Name from Form 1 of Application				
	Gila County OOHR	N	Proj. #1: received new metal roof, new heating/AC unit, 5 KW solar panels, kitchen cabinets, flooring, paint & stucco, electrical upgrade	60,000.00	14,083.00
		N	Proj. #2 – received new metal roof, ceiling, insulation, heating/AC unit, 5 KW solar panels, flooring, paint & stucco, electrical upgrade.	50,000.00	5,782.00
		N	Proj. #3 – received new heating/AC unit, metal roof, 5 KW solar panels, paint & stucco, electrical upgrade.	65,084.00	15,522.00
		N	Proj #4 – received new roof, insulation, structural repairs, electrical upgrade, interior painting, bathroom update, heating/AC unit.	50,000.00	11,950.00
		N	Proj. #5 – New metal roof, electrical upgrade, insulation, exterior stucco & paint	48,916.00	4,150.00
		N	Proj. #6 – received electrical upgrade, hot water heating units removed and replaced with solar HW system, insulation, paint	26,000.00	17,650.00
			G. Totals	\$329,994.50	\$69,137.00

H. TOTAL OF ALL FUNDS (E. + F.): \$399,131.50

Report Prepared By: 
 (Signature)

Malissa Buzan
 (Typed Name)

Date: 2/23/2019

Phone Number: (928) 425-7631, Ext. 8693

Section II. PERFORMANCE REPORT

Instructions

- A. Activity #1 for Administration and Activity #2 are entered. Preparer need not adjust these.
- B. The Activity #2 item will indicate the project name and address.
- C. Enter (Y)es or (N)o to indicate if the Activity was Section 3 covered (more than \$200,000 and either a public facility, public works or housing activity).
- D. Enter the *actual* accomplishments for each Activity. To determine the actual accomplishments for each activity: review other CDBG files; visit the activity site(s); talk with people knowledgeable about the activity (e.g. public works director, engineer, etc.); and compare the information to the Interim Performance Reports. Housing and Economic Development activities must also include beneficiaries.

Examples:

For a street project: the number of linear feet of street paved; the materials used to pave the streets; the street names.

For a water project: the number of linear feet of water pipe laid; the locations of the pipe; the size of pipe that was installed.

For an economic development project: the name and address of the business that benefited, the number of jobs created, and the type of products or service it provided.

For an architectural barrier removal project: the number and location of curb cuts; the number and location of restrooms made accessible; the number and location of ramps or handicapped parking installed. (This information should not conflict with that provided in Section IV.).

For a housing rehab project: include the number of homes rehabilitated, the number of beneficiaries, type of assistance (loans, grants, DPLs, etc.), average size of assistance or range, specific area in which assistance was provided if there was a target area, who provided HR services, and the sub-recipient, if any, that administered the program. (This information should not conflict with that provided in Section IV.).

For a public service activity: include how the funds were actually spent (purchased a van (size, model etc.), paid salaries of (type of staff), paid O&M costs for x months), the total number of beneficiaries, the number of LM, the number VL (50% of median income) if known, and ethnicity data.

- E. Enter the amount of CDBG funds expended for each Activity.
- F. Enter the amount and type of non-CDBG funds expended for each Activity:
 - (L)everage
 - (O)ther
 - (PI) Program Income
- G. Enter the TOTAL for each column (E. and F.).
- H. Enter the TOTAL of ALL funds expended for this contract.

Grantee: Gila County Housing Services Contract No: 112-10R

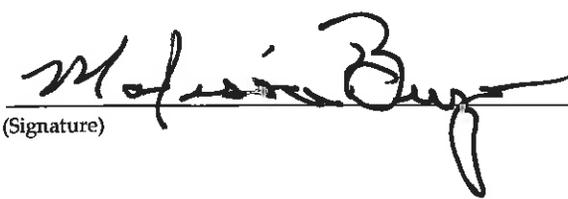
Section III. CONTRACT ACCOUNTING

A. GRANT BALANCE (round all numbers to the nearest dollar)

- 1. TOTAL CDBG FUNDS as stated in the *original* contract \$ 329,994.50
- 2. CDBG FUNDS ADDED TO THIS CONTRACT \$ -0-
 - From CDBG contract no. _____ Amount: _____
 - From CDBG contract no. _____ Amount: _____
- 3. FUNDS TRANSFERRED TO OTHER CDBG CONTRACT(S) \$ -0-
 - To CDBG contract no. _____ Amount: _____
 - To CDBG contract no. _____ Amount: _____
- 4. DEOBLIGATED FUNDS \$ -0-
- 5. TOTAL CDBG FUNDS PER MOST RECENT FORM 1-R \$ 329,994.50
- 6. TOTAL CDBG FUNDS RECEIVED AND DISBURSED \$ 329,994.50
- 7. TOTAL LEVERAGE FUNDS RECEIVED AND DISBURSED \$ 69,137.00
- 8. TOTAL EXPENDITURES (CDBG, LEVERAGE, and OTHER FUNDS) \$ 399,131.50

B. PROGRAM INCOME (PI): Yes N/A

- 1. Amount of Program Income earned during grant period \$ _____
- 2. Amount of Program Income disbursed during grant period \$ _____
- 3. Balance of Program Income retained by grantee \$ _____
- 4. Description of how Program Income *was* used is attached as page _____.
- 5. Description of how Program Income retained by grantee *will be* used is attached as page _____.

Prepared By:  Malissa Buzan
(Signature) (Printed Name)

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Christine Rocha, Health Programs Manager

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Presenter's Name:

Information

Request/Subject

Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District #1.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Globe Unified School District for over 15 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of the Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2011/2012 school year.

Conclusion

The Memorandum of Understanding would allow the Division of Health and Emergency Services to continue to work with the Globe Unified School District.

The Tobacco Free Environments Program:

1. Will serve as a resource to school administrators, teachers, support staff and students.
2. Will utilize Health Smart curriculum.
3. Will provide instruction to students through community health educator and youth coalition members.
4. Will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1

1. Will adopt Health Smart curriculum prescribed by the Tobacco-Free Environments Program.
2. Will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012.
3. Will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Globe Unified School District #1.

Suggested Motion

Approval of the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Globe Unified School District #1 related to the Tobacco Free Environments Program for the period July 1, 2011, through June 30, 2012.

Attachments

MOU with Globe Unified School District

Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
THE GILA COUNTY BOARD OF SUPERVISORS
AND
GLOBE UNIFIED SCHOOL DISTRICT # 1

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2011/2012 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

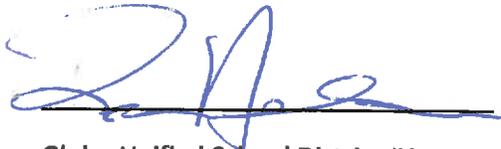
III. **Termination:**

This agreement will be effective July 1, 2011 through June 30, 2012. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.



Globe Unified School District #1
Superintendent, Dr. Ron Nelson

 2/6/12

Gila County Division of Health and Emergency
Services Director, Michael O'Driscoll

Signed this 21st day of September, 20 11

Gila County Board of Supervisors
Tommie C. Martin, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marion Sheppard, Chief Deputy Clerk

Gila County Attorney's Office
Bryan B. Chambers, Chief Deputy County Attorney

Signed this _____ day of _____, 20 _____

Goal: 1 Prevent Initiation of Tobacco Use among Youth			
2. Strategy: Identify health priorities for schools through the use of the school health index (SHI)			Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco – reduce initiation <input checked="" type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other:
Agency Lead: Gila County Partners: School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner	Related policy change: School based policies related to tobacco and chronic disease prevention	Related environmental change: Healthy school environments	
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?
Action 1: Train Staff on using the School Health Index (SHI) <i>Targeted completion date: Completed</i>	Program Manager Community Health Assistants	Staff has a clear understanding on what the School Health Index (SHI) is about and how to implement it in schools	Trained in the SHI
Action 2: Identify schools that want to complete the School Health Index (SHI) <i>Targeted completion date: August 31, of each year</i>	Program Manager Community Health Assistants	Schools readiness to participate in the School Health Index (SHI)	Completed data from schools participating in the SHI

<p>Action 3:</p> <p>School Board presentation to identify schools wanting to complete the School Health Index (SHI)</p> <p><i>Targeted completion date: Sept. 30, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>School Boards' approval to proceed/participate in the School Health Index (SHI)</p>	<p>Data on schools who have already completed the SHI</p>
<p>Action 4:</p> <p>Recruit members for Wellness Committees in schools participating in School Health Index (SHI) programs</p> <p>Targeted completion date: October 31, of each year</p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Established SHI Wellness Committees in at least two schools</p>	<p>Volunteers to carry out areas of interest set by SHI Wellness Committee participants</p>
<p>Action 5:</p> <p>Implementation of the School Health Index (SHI) in two schools/districts</p> <p><i>Targeted completion date: May 31, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Completion of the SHI in targeted schools</p>	<p>Compilation of data & help with data interpretation and reporting</p>



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 attached to this agenda item 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).

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."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Christine Rocha, Health Programs Manager

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Presenter's Name:

Information

Request/Subject

Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Miami Area Unified School District for over 15 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2011/2012 school year.

Conclusion

The Memorandum of Understanding would allow The Division of Health and Emergency Services to continue to work with the Miami Area Unified School District.

The Tobacco Free Environments Program

1. Will serve as a resource to school administrators, teachers, support staff and students.
2. Will utilize Health Smart curriculum.
3. Will provide instruction to students through community health educator and youth coalition members and.
4. Will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. Will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program.
2. Will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012.
3. Will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40.

Suggested Motion

Approval of the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40 related to the Tobacco Free Environments Program for the period July 1, 2011, through June 30, 2012.

Attachments

MOU with Miami Area United School District No. 40

Legal Explanation

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2011/2012 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2011 through June 30, 2012. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.



Miami Unified School District #40
Superintendent, Mr. Don Nelson



Gila County Division of Health and
Emergency Services Director, Michael O'Driscoll

Signed this 3rd day of October, 2011

Gila County Board of Supervisors
Tommie C. Martin, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marion Sheppard, Chief Deputy Clerk

Gila County Attorney's Office
Bryan B. Chambers, Chief Deputy County Attorney

Signed this _____ day of _____, 20_____

Goal: 1 Prevent Initiation of Tobacco Use among Youth			
2. Strategy: Identify health priorities for schools through the use of the school health index (SHI)			Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco – reduce initiation <input checked="" type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other:
Agency Lead: Gila County Partners: School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner	Related policy change: School based policies related to tobacco and chronic disease prevention	Related environmental change: Healthy school environments	
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?
Action 1: Train Staff on using the School Health Index (SHI) <i>Targeted completion date: Completed</i>	Program Manager Community Health Assistants	Staff has a clear understanding on what the School Health Index (SHI) is about and how to implement it in schools	Trained in the SHI
Action 2: Identify schools that want to complete the School Health Index (SHI) <i>Targeted completion date: August 31, of each year</i>	Program Manager Community Health Assistants	Schools readiness to participate in the School Health Index (SHI)	Completed data from schools participating in the SHI

<p>Action 3:</p> <p>School Board presentation to identify schools wanting to complete the School Health Index (SHI)</p> <p><i>Targeted completion date: Sept. 30, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>School Boards' approval to proceed/participate in the School Health Index (SHI)</p>	<p>Data on schools who have already completed the SHI</p>
<p>Action 4:</p> <p>Recruit members for Wellness Committees in schools participating in School Health Index (SHI) programs</p> <p>Targeted completion date: October 31, of each year</p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Established SHI Wellness Committees in at least two schools</p>	<p>Volunteers to carry out areas of interest set by SHI Wellness Committee participants</p>
<p>Action 5:</p> <p>Implementation of the School Health Index (SHI) in two schools/districts</p> <p><i>Targeted completion date: May 31, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Completion of the SHI in targeted schools</p>	<p>Compilation of data & help with data interpretation and reporting</p>

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Gila County Attorney Daisy Flores has represented Gila County Division of Health and Emergency Services and Miami Area Unified School District #40.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County Division of Health and Emergency Services and Miami Area Unified School District #40 are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

Disclosure of Dual Representation
Page Two

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

Date

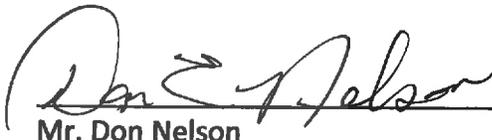
Tommie C. Martin
Chairman of Gila County Board of Supervisors

Date

Bryan B. Chambers
Gila County Chief Deputy County Attorney

10/3/11

Date



Mr. Don Nelson

Superintendent of Miami School District



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 attached to this agenda item 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).

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."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

ARF-1123

Consent Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Diana Jones, Management Analyst, Finance Department

Department: Public Works Division Division: Administration

Fiscal Year: 2010 and 2011 Budgeted?: Yes

Contract Dates 7/1/09 - 6/30/10 Grant?: Yes

Begin & End:

Matching Yes Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Approval of Agreements for Distribution of Local Transportation Assistance Funds (LTAF) II.

Background Information

According to legislation enacted in 1998, cities, towns, and counties that receive \$2,500 or more in Local Transportation Assistance Funds (LTAF) II funding annually are required to use the funding for public transportation services. Gila County has been using the LTAF II funds to provide senior centers and other entities which provide transportation services with funds to support their continued transit operation.

During the Board of Supervisors' October 18, 2011, meeting, the Board recommended the distribution of funds from the LTAF II account in accordance to the 50% distribution. The distribution of these funds is necessary to keep within the LTAF II Program guidelines and expenditures for public transportation by the Arizona Department of Transportation.

No funds were distributed to the Copper Spike Excursion Train as it is no longer in operation.

Evaluation

Attached are agreements for the distribution of the LTAF II funds. Intergovernmental Agreements with the Town of Hayden for \$1,250 and Transit Agreement with Horizon Human Services in the amount of \$1,250.

Conclusion

The distribution of these funds is necessary to keep within the LTAF II Program guidelines.

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the attached Intergovernmental Agreement and Transit Agreement for the distribution of LTAF II funds.

Suggested Motion

Authorization for the Chairman to sign the attached agreements to distribute LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreement with the Town of Hayden for \$1,250 and Transit Agreement with Horizon Human Services for \$1,250.

Attachments

IGA with Town of Hayden Senior Center

Transit Agreement with Horizon Human Services

LTAF II Distribution Amounts

10/18/2011 Agenda Item

IGA Legal Explanation

Legal Explanation

**INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF HAYDEN SENIOR CENTER**

This agreement is made between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County" and the **TOWN OF HAYDEN**, an Arizona Municipal Corporation, hereinafter referred to as "Hayden Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Hayden Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Hayden Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.
2. The Gila County Board of Supervisors will contribute the sum of \$1,250.00 for the **Hayden Senior Center Transit Program**.

3. The Town of Hayden agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

These reports should be mailed to Diana Jones no later than July 5, 2012.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Hayden Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In operating the Hayden Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. The Hayden Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Hayden Senior Center Transit Program.
7. The Town of Hayden/Hayden Senior Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Hayden Senior Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Hayden Senior Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) 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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Hayden Senior Center'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 Hayden Senior Center 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, Hayden Senior Center 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.

Hayden Senior Center 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 Hayden Senior Center.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

THE TOWN OF HAYDEN

Tommie C. Martin, Chairman
Gila County Board of Supervisors



Monica C. Badillo, Mayor

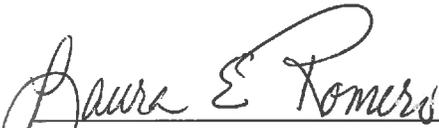
Date: _____

Date: 1/25/2012

ATTEST:

ATTEST:

Marian Sheppard, Chief Deputy Clerk

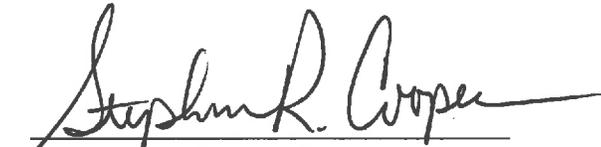


Laura E. Romero, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney



Stephen R. Cooper, Town Attorney

**TRANSIT AGREEMENT
GILA COUNTY
AND
HORIZON HUMAN SERVICES
GILA COUNTY SAFE HOME**

This agreement is made between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County" and the **HORIZON HUMAN SERVICES**, an Arizona Municipal Corporation, hereinafter referred to as "Safe Home".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Horizon Human Services as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Safe Home Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.
2. The Gila County Board of Supervisors will contribute the sum of \$1,250.00 for the **Safe Home Transit Program**.

3. The Safe Home agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

These reports should be mailed to Diana Jones no later than July 5, 2012.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Safe Home Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In operating the Safe Home Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. Horizon Human Services shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Safe Home Transit Program.
7. Horizon Human Services shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, Horizon Human Services should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, Horizon Human Services shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) 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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Horizon Human Services 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 Horizon Human Services 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, Horizon Human Services 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.

Horizon Human Services 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 Horizon Human Services.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the
day of

GILA COUNTY

HORIZON HUMAN SERVICES

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Norman E Mudd

Norman E. Mudd, Chief Executive Officer
Horizon Human Services

Date: _____

Date: 12/27/11

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard,
Chief Deputy Clerk

Bryan Chambers,
Chief Deputy County Attorney

LTAF II DISTRIBUTION AMOUNTS

	FY - 2010	55%	50%
City of Globe	\$10,000.00	\$5,500.00	\$5,000.00
Copper Spike	\$10,000.00	\$5,500.00	\$5,000.00
Gila Safe House	\$2,500.00	\$1,375.00	\$1,250.00
Miami Sr Cnt.	\$5,233.42	\$2,750.00	\$1,250.00
Boy & Girl Club	\$5,000.00	\$2,750.00	\$1,250.00
SCAT	\$5,000.00	\$2,750.00	\$1,250.00
Hayden Sr. Cnt.	\$5,233.43	\$2,750.00	\$1,250.00
Payson TimeOut	\$2,500.00	\$1,375.00	\$1,250.00
Star Valley Sr.	\$5,233.43	\$2,750.00	\$1,250.00
Payson Sr. Cnt.	\$10,000.00	\$5,500.00	\$5,000.00
TOTAL	\$60,700.28	\$33,000.55	\$23,750.50
Amount need to spend by 12/2011		\$42,285.00	\$42,285.00
Amount as listed above to entities		-\$33,000.00	-\$23,750.50
CVCT transit amount		\$9,285.00	\$18,534.50

ARF-893**Regular Agenda Item 3- E****Regular BOS Meeting****Meeting Date:** 10/18/2011**Submitted For:** Steve Stratton**Submitted By:** Diana Jones, Finance Department**Department:** Public Works Division **Division:** Administration**Fiscal Year:** 2010 - 2011**Budgeted?:** Yes**Contract Dates** 7/1/10 - 6/30/10**Grant?:** Yes**Begin & End:****Matching** Yes**Fund?:** Renewal**Requirement?:****Presenter's Name:** Steve StrattonInformationRequest/Subject

Request for Distribution Recommendations for Local Transportation Assistance Fund (LTAF II).

Background Information

According to legislation enacted in 1998, cities, towns, and counties that receive \$2,500 or more in LTAF II funding annually are required to use the funding for public transportation. Gila County has been using the LTAF II funds to provide senior centers and other transportation entities with funds for their continued operation. The Board of Supervisors approved the last grant agreement in December 2010 and this money has been received from the Arizona Department of Transportation.

One of the guidelines within this grant is that the funds need to be spent within a two-year timeframe. Gila County needs to spend \$42,284.55 from the LTAF II account before December 2011 and \$27,794.27 before December 2012 to stay within the two-year timeframe.

Evaluation

The distribution of these funds is necessary to keep within the LTAF II Program guidelines and expenditures for public transportation by the Arizona Department of Transportation.

Conclusion

The disbursement of these funds is necessary to provide senior centers which provide transportation and other entities with transportation funds for their continued operation, and stay within the two-year grant parameters.

Recommendation

The Gila County Public Works Division recommends that the Board of Supervisors approve either the 55% or the 50% distribution of last year's funding on the attached list of LTAF II funds.

Suggested Motion

Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operation at a set percentage per the attached list. **(Steve Stratton)**

Attachments

Distribution list
2011 grant application
grant resolution



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 attached to this agenda item 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).

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."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.



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 contract or agreement attached to this agenda item 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.

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-1135

Consent Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Gloria Aguirre, Accountant Senior, Public Works Division

Department: Public Works Division Division: Administration

Fiscal Year: FY 2012 Budgeted?: Yes

Contract Dates April 2012 - 09/30/2012 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Approval of Forest Road Maintenance Agreement 12-RO-11031200-013 between Gila County and the U.S. Forest Service, Tonto National Forest for the maintenance of certain forest development roads.

Background Information

Gila County has assisted the Tonto National Forest in maintaining the forest roads for public use through agreements for many years. This allows Gila County to use the mileage of those roads to gain Highway User Revenue Fund (HURF) monies and also allows residents and the public to enjoy the many recreation areas offered by the Tonto National Forest. A renewed Master Forest Road Agreement No. 10-RO-11031200-006 was signed September 30, 2009, between both parties. Each year the specific Maintenance Agreements may include a revised Cooperator Plan showing specific roads and maintenance standards. Gila County bills the U. S. Forest Service for the maintenance according to the schedule in the agreement.

Evaluation

The specific roads included in the Schedule A of this document have been agreed to by both parties. The amount of cooperative funds in the Project Agreement are set at a maximum, not to exceed \$72,114. The U.S. Forest Service will make payments upon receipt of Gila County's quarterly invoices. At the time of signing, \$38,000 is to be obligated. Incremental funding will occur when funds become available. Gila County will track equipment and labor for reimbursement costs. Typically with the routine maintenance of these roads Gila County will blade, remove brush and weeds and provide signage to the standards of Schedule A.

Conclusion

This agreement is beneficial for Gila County road funding and helps to provide maintained access to the Tonto National Forest recreation areas.

Recommendation

The Gila County Public Works Division recommends that the Chairman approve United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement No. 12-RO-11031200-013 for the FY 2012 through September 30, 2012, in the amount of \$72,114.

Suggested Motion

Authorization of the Chairman's signature on the United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement No. 12-RO-11031200-013 for the FY 2012 through September 30, 2012, in the amount of \$72,114.

Attachments

Annual Road Project Agreement

Exhibit A FY12 Operating Plan

Exhibit B Financial

Schedule A

Agreement Cover Sheet

Master Agreement 2009

Legal Explanation

FS Agreement No. 12-RO-11031200-013

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 executed between the parties on September 30, 2009.

I. BACKGROUND:

The parties entered into a Forest Development Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:



The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Annual Maintenance Plan as provided for in the Cooperative agreement between Gila County and the Tonto National Forest. The work is as described in the hereby incorporated Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$72,114.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$72,114 as shown in the Financial Plan. Incremental Funding will occur due to the Continuing Resolution. At this time \$38,000 is to be obligated. A modification will be processed to add additional funds when they become available. The U.S. Forest Service shall make payment upon receipt of Cooperator's quarterly invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Gary Hanna
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006



V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 1400 Ash Street City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works 1400 Ash Street City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-8521 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Gary Hanna Address: Tonto National Forest 2324 E. McDowell Rd. City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5375 FAX: (602) 225-5295 Email: ghanna@fs.fed.us	Name: Sherry Smith Address: Tonto National Forest 2324 E. McDowell Rd. City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- D. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.
- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.



- G. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- H. MODIFICATION. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- I. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- J. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2012 at which time it will expire unless extended.
- K. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

TOMMIE CLINE MARTIN, Chairman Date
Gila County Board of Supervisors

BRYAN B. CHAMBERS , Chief Deputy County Date
Attorney for: DAISY FLORES, Gila County
Attorney

RETA LAFORD, Forest Supervisor Date
U.S. Forest Service, Tonto National Forest



MARIAN SHEPPARD
Chief Deputy Clerk

Date

The authority and format of this instrument have been reviewed and approved for signature.

SHERRY J. SMITH
U.S. Forest Service Grants & Agreements
Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

EXHIBIT A

FY12 OPERATING PLAN

1. IDENTIFICATION OF ROAD OR ROAD SEGMENTS.

This Project Agreement includes Gila County's commensurate share of road maintenance on the Tonto National Forest, as shown on Schedule A of Forest Road Agreement No. 10-RO-11031200-006, executed on September 30, 2009, and all modifications.

2. PLANS AND SPECIFICATIONS. The FY12 Annual Maintenance Plan will be as follows: Mutually agreeable plans and specifications are not necessary and therefore shall not be drafted or signed by all parties prior to commencement of any work activities. All work in this agreement is considered routine maintenance.

3. DESIGNATION OF PARTIES AND SCHEDULE OF WORK.

- a. Forest Service Agrees to:
Compensate Gila County for maintenance per estimated cost in Section 4.
- b. Gila County agrees to:

Perform road maintenance as defined in Section III of the Forest Development Road Cooperative Agreement on roads listed in Schedule 'A'. The level of maintenance shall be at least the maintenance level shown on the attached calculation sheet. Maintenance in excess of the agreed-upon level (i.e., the stated operational maintenance level) is the responsibility of the County

- c. Schedule:
 - (1) Agreement to be signed and in place by execution of Annual Maintenance Plan
 - (2) All contract obligations to be completed by September 30, 2012

4. ESTIMATE COST :

GILA COUNTY/USFS COMMENSURATE SHARE MAINTENANCE
Road Maintenance Agreement for FY 12
Between Tonto National Forest and Gila County

Schedule "A" Agreement Summary

Road Level	2	3	4	5
Total of Miles	263.6	170.8	43.8	13.3
Cost per Mile	\$125	\$165	\$190	\$200
Subtotals	\$32,950	\$28,182	\$8,322	\$2,660
Overall Total of Miles	491.5			
Overall Total Cost	\$72,114			

5. PAYMENT ARRANGEMENT The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$72,114, as shown in the Attached Financial Plan (Exhibit B).

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$72,114.00	\$0.00	\$0.00	\$72,114.00
Other					\$0.00
Subtotal	\$0.00	\$72,114.00	\$0.00	\$0.00	\$72,114.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$72,114.00	\$0.00	\$0.00	\$72,114.00
Total Project Value:					\$72,114.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a)
Forest
Service
Noncash
Contribution

Column (b)
Forest
Service
Cash to
Cooperator

Column (c)
Cooperator
Noncash
Contribution

Column (d)
Cooperator
Third Party
In-Kind
Contribution

Cooperator
Noncash
Contribution

Column (f)
Cooperator
Third Party
In-Kind
Contribution

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
Non-Standard Calculation			

Total Supplies/Materials		\$0.00
---------------------------------	--	---------------

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Non-Standard Calculation			

Total Printing		\$0.00
-----------------------	--	---------------

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Other		\$0.00
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Subtotal Direct Costs	\$0.00
------------------------------	---------------

Forest Service Overhead Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$0.00		\$0.00
Total FS Overhead Costs			\$0.00

TOTAL COST	\$0.00
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

\$0.00

Total Printing	\$0.00
-----------------------	---------------

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Total for all miles maintained		1.00	\$72,114.00	\$72,114.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other	\$72,114.00
--------------------	--------------------

Subtotal Direct Costs	\$72,114.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$72,114.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$72,114.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment		\$0.00
-----------------	--	--------

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

\$0.00
\$0.00
\$0.00
\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
--------------------------	--	--------

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total

\$0.00

Non-Standard Calculation

\$0.00

Total Printing		\$0.00
----------------	--	--------

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total

\$0.00
\$0.00
\$0.00
\$0.00

Non-Standard Calculation

Total Other		\$0.00
-------------	--	--------

Subtotal Direct Costs	\$0.00
------------------------------	---------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
-----------------------	-----------------------	--	-------

\$0.00

\$0.00

Total Coop. Indirect Costs		\$0.00
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TOTAL COST	\$0.00
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee $\times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$0.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs **\$0.00**

TOTAL COST **\$0.00**

Instructions: Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the three (3) financial plan versions and complete. Each version requires identical information and result in calculations and cost analysis that are the same. Version 1 cost analysis data values are automatically entered into the financial plan matrix. Version 2 requires manual entry of the cost analysis data values into the financial plan matrix. Version 3 should be used if there are multiple Cooperators. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1 cost analysis tabs.

Definitions for the Matrix Column Headings:

(a) Forest Service Noncash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.

(b) Forest Service Cash to Cooperator: This is the maximum amount of funding that will be reimbursed or advanced by the Forest Service to the Cooperator. This is an expense to the Forest Service.

(c) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor. All the costs listed here are an expense to the Cooperator.

(d) Cooperator In-Kind Contribution: In-kind contribution provided to the Cooperator from a third party organization(s) for use in the project for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.

(e) Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

Definitions for Cost Allowability

(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) Reasonable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes 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.

SCHEDULE A

Road Number 11/2010	Forest Service Roads List as of November 2010	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
COPPER					
73	Jordan's Rd	0.5	2	SR 188 to Private Land	
85	Grapevine Extension	0.3	2	Parking lot - Lake	
87	Dagger Ranch	1	2	FR 203 - Private Land	Dagger Ranch
97	Jack Shoe (FR 97)	3	2	FDR 60 - Private Land	Jack Shoe Ranch
189	Coon Creek Trail	4.8	2	SR 288 - Oak Cr. TH	
202	Rock House	5.7	2	Springs	Corrals
203	Cherry Ck	1	2	Pens	Ellison Ranch
203A	Bull Canyon Trailhead	5.9	2	FR 203 - Trailhead	
216	FDR 216 (Pinky Norris)	1.4	2	SR 60 - End	
219	Horseshoe Bend	8.9	2	13/14	Top of Hill
220	Richmond Basin	7.2	2	FDR 219 to End	Richmond Basin
223	Shute Spring	4.7	2	FR 219 to Private Land	Shute Springs
224	Copper Hill	6.8	2	US 60 to Forest Boundary	
238	FDR 238	3	2	SR 288 - Private Land	
287A	Miles Ranch	1.2	2	FR 287 - County Line	
287B	Castle Dome	3.4	2	FR 287 to FR 608	
303A	Gleason Flat	2.1	2	FDR 303 - Top of Hill	Not to the River
304	Chrysofile	3.8	2	SR 60 - End	
395	Kings Canyon	4.7	2	Forest Bndry to FR 594	
396	Eads Wash	0.5	2	SR 288 - Parking Lot	
429	Mill Ridge	6	2	SR 188 - TH	
449A	Campaign Creek Spur	5.1	2	FR 449 to TH	
473	Regal Mine	6.7	2	Forest Boundary to Private Land	Regal Mine
584	Winters Ranch	1.6	2	SR 60 - Winters Ranch	
594	Nugget Mesa	4.9	2	County Road to Dead End	
608	Bohme Ranch	2.7	2	FR 2608 to Private Land	Bohme Ranch
644	Redmond Flat	3.7	2	FR 223 to End	
645	Yankee Joe Loop	8.3	2	FR 303 to FR 303	
647	Game Loop	0.5	2	SR 188 - MP .5	To FS water System
2568	FDR 2568	0.4	2	FR 349 to Private Land	
2619	FDR 2619	1.4	2	395 - Private Land	
LEVEL 2 TOTAL		111.2			
55	Russel Gulch	4.3	3	Forest BDY - Forest BDY	EOP Kellner Canyon
83	Black Brush Ranch	2.4	3	SR 188 - Black Brush Hdqtrs.	
173	Frazier Trailhead	0.2	3	SR 188 - Trailhead	
203	Cherry Creek	19.6	3	SR 288 to Private Land	Ellison Ck Ranch
303	Haystack	14.1	3	US 60 - FDR 1052	
321	Fraizer Campground	0.4	3	SR 188 - Campground	

Road Number 11/2010	Forest Service Roads List as of November 2010	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	COPPER				
321A	Fraizer Campground Main	0.1	3	FR 321 - Picnic Site	
321B	Frazier Rec Site	0.2	3	FR 321 - Picnic site	
349	Simpson Lake	5.8	3	US 60 to FR 2568	
377	Jones Water	0.7	3	SR 60 - End	
445	Three Bar Cabin	3.2	3	SR 188 - FR 445A	
446	Estates	0.5	3	FR 447 - Roosevelt Estates	
448	Tidwell	1.4	3	SR 188 - Private Land	Tidwell Ranch
449	Campaign Creek	3.2	3	SR 188 - TH	
	LEVEL 3 TOTAL	56.1			
82	Windy Hill	2.4	5	SR 188 - Boat Ramp	
84	Grapevine Main Entry Road	2.2	5	SR 188 - Campground	
447	Schoolhouse	3.7	5	SR 88 - campground	
465	River	1.8	5	SR 288 to End of Pavement	
	LEVEL 5 TOTAL	10.1			
	TOTAL MILES	177.4			

Road Number 11/2010	Forest Service Roads List as of November 2010	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	TIMBER				
54	P.V. Wilson	17.1	2	SR 288 - Private Land	Q Ranch
60	A-Cross	23.9	2	EOP to SR 288	
100	Nail Ranch	0.5	2	FDR 512 - Private Land	South to Nail Ranch
116	Crouch Mesa	2.7	2	FR 512 -FR 512	
128	Nagelin Rim	3	2	FR 512 - MP3.0	
129	Big Walnut	7.2	2	Land	Marsh Creek Ranch
131	Jim Sam	4.6	2	FR 486 - end	
134	Flying W	6.4	2	FR 129 to Private Land	Flying W Ranch
198	Pyeatt Draw	7.8	2	FR 199 - FR 64	
249	Ellinwood Segment	4	2	FR 200 -Private Land	Ellinwood Ranch
291	Colcord Road	7.4	2	FDR 512 - Private land	
409	Fort Reno	2	2	SR 188 to FR 1382	
411	Nagelin Canyon	5.8	2	FR 187 to FR 291	
411C	Nagelin Spur C	2.5	2	FR 411 - FR512	
424	Bouquet	2.9	2	FR 423 to FR 1405	
428	Hardscrabble	7.8	2	FDR 708 - Forest Bndry	
430	Pyle Ranch	0.5	2	FR64 - Private	Pyle Ranch
484	Mail Box	1	2	FR 130 to FR 134	
485	Turkey Creek Mine (Rock Cr.)	3.4	2	FR 486 to End	Mine
485	Turkey Ck Mine	3.2	2	FR 486 to End	
486	Buzzard Roost	7.3	2	SR 288 to FR 485	
604	Lambing Creek	6.5	2	FR 71 - dead end	
609	Bear Head Spring (Malicious Gap)	6.3	2	FR 71 to FR 416	
648	Lone Pine Saddle	1.3	2	FR 143 - TH	
778	Naeglin Rim Bypass	0.8	2	FR 128 to FR 411	
778	Nagelin Rim Bypas	3	2	FR 128 to FR 411	
896	Juniper	4.9	2	FR 423 to FR 71	
935	Roscoe	4	2	FR 200 to FR 2985	
1446	76 Ranch	0.2	2	FR 184 - Private Land	76 Ranch
2990	FDR 2990	0.6	2	FR 200 - Private	
3253	FDR 3253	1.8	2	FR 485 - Private Land	Buzzard Roost Camp
202A	FDR 202A	2	2	Fr 202 to Private Land	Q Ranch
	LEVEL 2 TOTAL	152.4			
29	Roberts Mesa Road	6.8	3	FR 64 - Tonto Cr. Road	
32	Washington Park	3.9	3	FR 64 - Private Land	
34	Valentine Canyon	2.2	3	FR 33 - FR 188	
71	Greenback Crossing	12.9	3	SR 188 - Private Land	Conway Ranch
100	Nail Ranch	1.4	3	FDR 202 - Private Land	North to Nail Ranch
100	Nail Ranch	1.4	3	Fr 202 to Private Land	Nail Ranch from south
109	Reservation	4.3	3	FR 512 - FR 188	
130	Little Walnut	4.2	3	FR 129 to FR 484	

Road Number 11/2010	Forest Service Roads List as of November 2010	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
143	El Oso	9.3	3	SR 188 - FR 648	
184	Rye Creek	7.6	3	SR 188 - FR 417	
188	OW ranch	5.3	3	FR 512 to Private Land	OW Ranch
190	A Cross Admin	0.8	3	FR 60 - Admin Site	
200	Chamberlin Trail	8.8	3	Camp Ground	Camp Ground
202	Rock House	6	3	FH 12 to FR 202A	
202	Rock House	6	3	Fr 512 to FR 202A	
208	Bishop Knoll	1.7	3	SR 87 - Shooting Range	
405	Bear Flat	4.4	3	SR 260 - private	Bottom level 2?
405A	Little Green Valley	2.7	3	SR 260 - FR 405	
411	Nagelin Canyon	3.7	3	FR 512 to FR187	
414	Rye Cypress	0.5	3	SR 87 - Private Land	
419	Barnhardt TrailHead	5.2	3	SR 87 - TH	
423	Cline Bouquet	6.7	3	SR 60 - FR 71	
426	Grantham Ranch	2.8	3	FR 423 - Private Land	Grantham Ranch
440	Camp Geronimo	2.1	3	FR 64 - Camp	
445A	Three Bar Cabin	0.7	3	FR 445 - End	
458	Geronimo Estates	0.6	3	FR 64 to Private Land	Geronimo Estates
470	Bar X	1	3	SR 188 - FR 423	
526	Cholla Bay	0.3	3	SR 188 - Lake	
1190	Verde Glen	1.4	3	FR 64 - Private Land	
	LEVEL 3 TOTAL	114.7			
33	Mule Springs	6	4	LWC	
60	A-Cross	2.1	4	SR 188 - EOP	Indian Pt CG Entrance
64	Control RD	12.6	4	SR 87 to FR 430	
272	Flowing Springs	1.6	4	SR 87 - FR 1579	
406	Doll Baby	6.3	4	Payson Limits to Private	Ends at Simonton Flat
512	Young Highway	15.2	4	Boundary	North direction
	LEVEL 4 TOTAL	43.8			
661	Indian Point	2	5	FR 60 - Campground	
874	Cholla Entry Road to Shower 3	0.7	5	SR 188 - Campground	To Shower #3
874A	Cholla Boating	0.5	5	FR 874 - Boat Ramp	
	LEVEL 5 TOTAL	3.2			
	TOTAL MILES	314.1			



Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and email entire package to appropriate G&A staff.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) R3, Tonto SO

Person submitting request: C.Crawford

Email Address: cicrawford@fs.fed.us

Telephone Number: 602-225-5279

Expected/Desired Start Date (for workload prioritization)	2/2012
Job Code and Funding Amount	CMRD12 \$72,114
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: <ul style="list-style-type: none"> • SF-424 • SF-424A or SF-424C • SF-424B or SF-424D • AD-1047 Certification Regarding Debarment... • AD-1049 (or AD-1052), Certification Regarding Drug-Free... • Certification Regarding Lobbying (FS \$ over \$100K) • Cooperator delegation of signing authority • Non-Competition Justification Letter (if over \$75,000 and not competed) • Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA) • Full project narrative including a project timeline • Detailed project budget <p>-----OR-----</p> For All Other Agreements, Please Attach: <ul style="list-style-type: none"> • Draft G&A template • Statement of Work which describes proposed 	Attached <input checked="" type="checkbox"/>



project • Draft financial plan	
Work Plan that Documents Existence of Funds for the Project	Attached <input checked="" type="checkbox"/>
For a Modification, Provide Forest Service Agreement No.	
Cooperator's/Organization's Legal Name	Gila County Public Works
Cooperator Current Contact Name and Telephone No.	Steve Sanders, 928-402-8530
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	1400 East Ash Street Globe, AZ 85501 Gila County
Provide County Name(s) Where Project Activities Take Place	Gila County
Cooperator Tax ID No.	86-6000444
Cooperator DUNS Number	147259191
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes No:
For Interagency Agreements <u>Only</u> : Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC:
	TAS:
Non-FS Access Tracking System (NATS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes:
	No
Project Title & Brief Description	Gila County FY12 Annual Maintenance Agreement
FS Program Manager Name and Email	G.Hanna, ghanna@fs.fed.us
FS Budget Approver Name and Email	V.Olsen, vlolsen@fs.fed.us
FS Administrative Contact Name and Email	S.Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Gene Blankenbaker



USDA Forest Service

OMB 0596-0217

FS-1500-20

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FOREST ROAD AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
TONTO NATIONAL FOREST

AND

GILA COUNTY

Parties to Agreement: This agreement, made and entered into this the 9th day of September 2009, by and between the Forest Service, and the County of Gila hereinafter called the "cooperator."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Development Roads in Gila county, State of Arizona, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Development Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest development roads and roads on the State or local road system over which the cooperator has jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the cooperator has road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this instrument the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of the cooperator or the Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the cooperator and Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the cooperator or Forest Service for each road or segment of road listed in schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this

general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by the cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the cooperator after completion of the work performed or upon agreement of the Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the Forest Service shall submit to the cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the cooperator to the project unless changed by a modification of the project agreement.

- d. If funds are provided by the Forest Service for work to be performed by the cooperator the arrangements shall be set forth in the project agreement. Payments to the cooperator shall be made as provided for in the project agreement. Notwithstanding, the cooperator must submit all original invoice(s) to:

**U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109**

FAX: (877) 687-4894

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the Forest Service from using or authorizing the use of roads for which Federal funds were expended. The cooperator must be in a position to assure the Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish the cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The cooperator and Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Tonto National Forest for the Forest Service, and Chair for the cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. MODIFICATION AND TERMINATION

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

8. MISCELLANEOUS

- a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the Forest Service.
- b. Nothing herein contained shall be constructed to obligate the Forest Service or the cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

9. PRINCIPAL CONTACTS:

Forest Service Contact

Gary Hanna, Forest Engineer
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5375
Fax: (602) 225-5295
Email: ghanna@fs.fed.us

Gila County Contact

Steve Stratton, Director
Gila County Public Works
1400 Ash Street
Globe, AZ 85501
Phone: (928) 425-3231
Fax: (928) 425-8104
Email: sstratton@co.gila.az.us

Forest Service Admin Contact

Sherry Smith, Grants & Agreements
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006

Gila County Admin Contact

Shannon Coons
Gila County Public Works
1400 Ash Street
Globe, AZ 85501

Phone: (602) 225-5383
Fax: (602) 225-5361
Email: sherrysmith@fs.fed.us

Phone: (928) 402-8521
Fax: (928) 425-8104
Email: scoons@co.gila.az.us

The designated representatives shall serve as the contact persons to establish meeting times and places, and to resolve any differences in statements and payments. In the event the differences cannot be resolved, the project contacts shall refer the issue(s) to the signatory officials for resolution.

10. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2014 at which time it will expire unless extended.
11. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

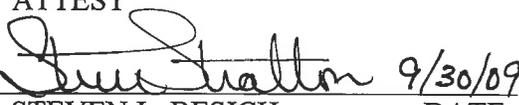
This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

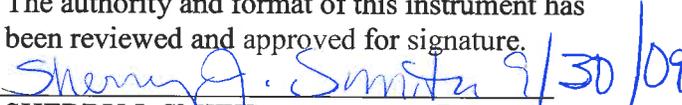
GILA COUNTY
BOARD OF SUPERVISORS

USDA FOREST SERVICE
TONTO NATIONAL FOREST

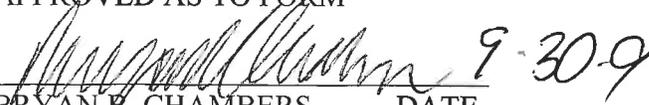

SHIRLEY L. DAWSON 9/30/09
Chairman DATE


GENE BLANKENBAKER 9/30/09
Forest Supervisor DATE

ATTEST

FOR STEVEN L. BESICH 9/30/09
Clerk of the Board DATE

The authority and format of this instrument has been reviewed and approved for signature.

SHERRY J. SMITH 9/30/09
Grants & Agreements Specialist DATE

APPROVED AS TO FORM


BRYAN B. CHAMBERS 9-30-09
Chief Deputy County Attorney for
DAISY FLORES, Gila County
Attorney

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMPor EMP or Logical Termini
COPPER					
73	Jordan's Rd	0.5	2	SR 188 to Private Land	
85	Grapevine Extension	0.3	2	Parking lot - Lake	
87	Dagger Ranch	1.0	2	FR 203 - Private Land	Dagger Ranch
97	Jack Shoe (FR 97)	3.0	2	FDR 60 - Private Land	Jack Shoe Ranch
189	Coon Creek Trail	4.8	2	SR 288 - Oak Cr. TH	
203	Cherry Ck	1.0	2	From Private Land to Cattle Pens	Ellison Ranch
216	FDR 216 (Pinky Norris)	1.4	2	SR 60 - End	
219	Horseshoe Bend	8.9	2	County Road to Section 13/14	Top of Hill
220	Richmond Basin	7.2	2	FDR 219 to End	Richmond Basin
223	Shute Spring	4.7	2	FR 219 to Private Land	Shute Springs
224	Copper Hill	6.8	2	US 60 to Forest Boundary	
238	FDR 238	3.0	2	SR 288 - Private Land	
304	Chrysotile	3.8	2	SR 60 - End	
395	Kings Canyon	4.7	2	Forest Bndry to FR 594	
396	Eads Wash	0.5	2	SR 288 - Parking Lot	
429	Mill Ridge	6.0	2	SR 188 - TH	
473	Regal Mine	6.7	2	Forest Boundary to Private Land	Regal Mine
484	Mail Box	1.0	2	FR 130 to FR 134	
584	Winters Ranch	1.6	2	SR 60 - Winters Ranch	
594	Nugget Mesa	4.9	2	County Road to Dead End	
608	Bohme Ranch	2.7	2	FR 2608 to Private Land	Bohme Ranch
935	Roscoe	4.0	2	FR 200 to FR 2985	
2568	FDR 2568	0.4	2	FR 349 to Private Land	
203A	Bull Canyon Trailhead	5.9	2	FR 203 - Trailhead	
287A	Miles Ranch	1.2	2	FR 287 - County Line	
287B	Castle Dome	3.4	2	FR 287 to FR 608	
303A	Gleason Flat	2.1	2	FDR 303 - Top of Hill	Not to the River
411C	Nagelin Spur C	2.5	2	FR 411 - FR512	
449A	Campaign Creek Spur	5.1	2	FR 449 to TH	
LEVEL 2 TOTAL		99.1			
55	Russel Gulch	4.3	3	Forest BDY - Forest BDY	EOP Russell Gulch to EOP Kellner Canyon
83	Black Brush Ranch	2.4	3	SR 188 - Black Brush Hdqtrs.	
173	Frazier Trailhead	0.2	3	SR 188 - Trailhead	
203	Cherry Creek	19.6	3	SR 288 to Private Land	Ellison Ck Ranch
303	Haystack	14.1	3	US 60 - FDR 1052	
321	Fraizer Campground	0.4	3	SR 188 - Campground	
349	Simpson Lake	5.8	3	US 60 to FR 2568	

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
	TIMBER				
54	P.V. Wilson	17.1	2	SR 288 - Private Land	Q Ranch
60	A-Cross	23.9	2	EOP to SR 288	
100	Nail Ranch	0.5	2	FDR 512 - Private Land	South to Nail Ranch
116	Crouch Mesa	2.7	2	FR 512 -FR 512	
128	Nagelin Rim	3.0	2	FR 512 - MP3.0	
129	Big Walnut	7.2	2	Forest Bndry to Private Land	Marsh Creek Ranch
131	Jim Sam	4.6	2	FR 486 - end	
134	Flying W	6.4	2	FR 129 to Private Land	Flying W Ranch
198	Pyeatt Draw	7.8	2	FR 199 - FR 64	
202	Rock House	5.7	2	FR 203 south end to Oak Springs	Corrals
249	Ellinwood Segment	4.0	2	FR 200 -Private Land	Ellinwood Ranch
291	Colcord Road	7.4	2	FDR 512 - Private Land	
409	Fort Reno	2.0	2	SR 188 to FR 1382	
411	Nagelin Canyon	5.8	2	FR 187 to FR 291	
424	Bouquet	2.9	2	FR 423 to FR 1405	
428	Hardscrabble	7.8	2	FDR 708 - Forest Bndry	
430	Pyle Ranch	0.5	2	FR64 - Private	Pyle Ranch
485	Turkey Creek Mine (Rock Cr.)	3.4	2	FR 486 to End	Mine
485	Turkey Ck Mine	3.2	2	FR 486 to End	
486	Buzzard Roost	7.3	2	SR 288 to FR 485	
604	Lambing Creek	6.5	2	FR 71 - dead end	
609	Bear Head Spring (Malicious Gap)	6.3	2	FR 71 to FR 416	
644	Redmond Flat	3.7	2	FR 223 to End	
645	Yankee Joe Loop	8.3	2	FR 303 to FR 303	
647	Game Loop	0.5	2	SR 188 - MP .5	To FS water System
648	Lone Pine Saddle	1.3	2	FR 143 - TH	
778	Naeglin Rim Bypass	0.8	2	FR 128 to FR 411	
778	Nagelin Rim Bypas	3.0	2	FR 128 to FR 411	
896	Juniper	4.9	2	FR 423 to FR 71	
1446	76 Ranch	0.2	2	FR 184 - Private Land	76 Ranch
2619	FDR 2619	1.4	2	395 - Private Land	
2990	FDR 2990	0.6	2	FR 200 - Private	
3253	FDR 3253	1.8	2	FR 485 - Private Land	Buzzard Roost Camp

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
TIMBER					
202A	FDR 202A	2.0	2	Fr 202 to Private Land	Q Ranch
LEVEL 2 TOTAL		164.5			
29	Roberts Mesa Road	6.8	3	FR 64 - Tonto Cr. Road	
32	Washington Park	3.9	3	FR 64 - Private Land	
34	Valentine Canyon	2.2	3	FR 33 - FR 188	
71	Greenback Crossing	12.9	3	SR 188 - Private Land	Conway Ranch
100	Nail Ranch	1.4	3	FDR 202 - Private Land	North to Nail Ranch
100	Nail Ranch	1.4	3	Fr 202 to Private Land	Nail Ranch from south
109	Reservation	4.3	3	FR 512 - FR 188	
130	Little Walnut	4.2	3	FR 129 to FR 484	
143	El Oso	9.3	3	SR 188 - FR 648	
184	Rye Creek	7.6	3	SR 188 - FR 417	
188	OW ranch	5.3	3	FR 512 to Private Land	OW Ranch
190	A Cross Admin	0.8	3	FR 60 - Admin Site	
200	Chamberlin Trail	8.8	3	SR 288 - Haigler Ck Camp Ground	Cattle Guard just past Camp Ground
202	Rock House	6.0	3	FH 12 to FR 202A	
202	Rock House	6.0	3	Fr 512 to FR 202A	
208	Bishop Knoll	1.7	3	SR 87 - Shooting Range	
405	Bear Flat	4.4	3	SR 260 - private	Bottom level 2?
411	Nagelin Canyon	3.7	3	FR 512 to FR187	
414	Rye Cypress	0.5	3	SR 87 - Private Land	
419	Barnhardt TrailHead	5.2	3	SR 87 - TH	
423	Cline Bouquet	6.7	3	SR 60 - FR 71	
458	Geronimo Estates	0.6	3	FR 64 to Private Land	Geronimo Estates
470	Bar X	1.0	3	SR 188 - FR 423	
526	Cholla Bay	0.3	3	SR 188 - Lake	
1190	Verde Glen	1.4	3	FR 64 - Private Land	
405A	Little Green Valley	2.7	3	SR 260 - FR 405	
445A	Three Bar Cabin	0.7	3	FR 445 - End	
LEVEL 3 TOTAL		109.8			
33	Mule Springs	6.0	4	FR 512 - Canyon Ck LWC	
60	A-Cross	2.1	4	SR 188 - EOP	Indian Pt CG Entrance

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
TIMBER					
64	Control RD	12.6	4	SR 87 to FR 430	
272	Flowing Springs	1.6	4	SR 87 - FR 1579	
512	Young Highway	15.2	4	FDR 202 to Forest Boundary	North direction
LEVEL 4 TOTAL		37.5			
465	River	1.8	5	SR 288 to End of Pavement	
661	Indian Point	2.0	5	FR 60 - Campground	
874	Cholla Entry Road to Shower 3	0.7	5	SR 188 - Campground	To Shower #3
874A	Cholla Boating	0.5	5	FR 874 - Boat Ramp	
LEVEL 5 TOTAL		5.0			
Total Mileage Timber		316.8			



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 attached to this agenda item 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).

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."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

ARF-1118

Consent Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Linda Eastlick, Elections Director
Submitted By: Liz Mata, Administrative Clerk, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

ARS 16-821(B) provides if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Three new individuals have been submitted by the Gila County Republican Committee Chair for appointment to the office of precinct committeemen. Per statute, the Board of Supervisors has the authority to make this appointment.

Conclusion

The Republican Party has submitted Jay Don Knoner, Darrell Wayne Stubbs and Timothy Trent for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Star Valley Precinct-Jay Don Knoner, Claypool #2 Precinct- Darrell Wayne Stubbs, and Globe #8 Precinct-Timothy Trent.

Attachments

Republican PC March 2012

PART NINE: PC Appointment Form

Request for Precinct Committee Appointment

Congressional District 1 County Cochise Legislative District 5 Precinct Name & Number 246.D

Request is hereby made to the Chairman of the above designated District and the Chairman of the _____ County Republican Committee, that the following named Person be appointed to the office indicated below:

PRECINCT COMMITTEEMAN (P.C.)

Jay Don Knoner
FULL AND COMPLETE NAME AS REGISTERED TO VOTE. PLEASE, PRINT or TYPE.

16 W. Cline Ranch Rd
STREET/ CITY/ ZIP CODE (Physical Address)

Star Valley
Payson, AZ 85541
MAILING ADDRESS, IF DIFFERENT

928-474-8381
HOME PHONE

()
BUSINESS PHONE

928-951-1541
MOBILE PHONE

()
FAX

jd.knoner@gmail.com
E-MAIL

Number of PCs authorized for Precinct 9

Date of Birth 4/26/36
Month/Day/Year

Number of Vacancies 1

Verify that the individual is registered to vote at the above address

Jay D Knoner
Applicant's Signature

1/30/11
Date

Precinct Captain's Signature

Date

Dale M. ...
District or County Chairman's Signature

2/13/12
Date

Delivered to county Republican Headquarters:

Date

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

DARRELL WAYNE STUBBS, (Name on Voter Registration)

a duly qualified Republican elector residing at

5332 E. GOLDEN HILL Rd GLOBE AZ 85501
Address City State Zip

928-425-2155 Home Phone 928-200-0706 Cell Phone

VOTE.Stubbs2012@yahoo.com Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of CLAYPOOL #2 CODE Number 1851

to fill a vacancy in the same Precinct because:

- Legal vacancy has not been filled. *3 allowed, 1 vacancy at this time.*
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED

Darrell W. Stubbs
Party Chairman

1-30-12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the Gila County Republican Committee.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Darrell W. Stubbs Date: 1-30-12

Voter Identification Number: 0400016837

GILA COUNTY REPUBLICAN COMMITTEE PRECINCT COMMITTEEMAN APPOINTMENT

Please be advised that at a duly constituted meeting of the Gila County Republican Committee held on February 13, 2012 (Date), Timothy S. Trent (Name on Voter Registration)

a duly qualified Republican elector residing at

1749 E 11th Circle Globe AZ 85501
Address City State Zip

928-402-8372 N/A 928-961-6250
Home Phone Work Phone Cell Phone

Timmytrent@gmail.com
Fax Email

was appointed a Precinct Committeeman in Gila County for the

PRECINCT of 130 F CODE Number Globe # 8

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled. 2 vacancies

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED

[Signature] 2/13/12
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: [Signature] Date: 2/13/2012

Voter Identification Number: 04D0A38850

ARF-1122

Consent Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Executive Administrative Assistant, Community Development Division

Department: Community Development Division **Division:** Community Development Administration

Presenter's Name:

Information

Request/Subject

Planning & Zoning Commission Appointment

Background Information

On December 12, 2011, Ron Christensen submitted a letter (copy attached) to Don Ascoli, Chairman of the Gila County Planning and Zoning Commission, with a copy to Supervisor Tommie Martin providing notification that he was resigning from the Commission effective immediately. The position has been vacant since that time.

Evaluation

Planning and Zoning Commission:

ARS§11-802(C) states, "In the counties having three supervisorial districts, each county planning and zoning commission shall consist of nine members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than one of the three may be a resident of an incorporated municipality. Members of the commission shall serve without compensation except for reasonable travel expenses."

ARS§11-802(G) states, "...If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment for the unexpired portion of the term..."

Conclusion

Supervisor Tommie Martin has recommended that the Gila County Board of Supervisors appoint Mary Lou Myers to the Gila County Planning and Zoning Commission in order to fill Ron Christensen's unexpired term of office which expires on December 31, 2012.

Recommendation

The Gila County Community Development Division Director recommends that the Board of Supervisors appoint Mary Lou Myers to the Gila County Planning and Zoning Commission for the period March 20, 2012, through December 31, 2012.

Suggested Motion

Approval to appoint Mary Lou Myers to the Gila County Planning and Zoning Commission to fill Ron Christensen's unexpired term of office through December 31, 2012.

Attachments

Ron Christensen's Resignation Letter

P & Z Commission Membership List Proposed 3-20-12

n

December 12, 2011

Don Ascoli

Chairman Gila County Planning and Zoning Commission

Payson, AZ

Dear Don,

I'm submitting my resignation as of today December 12, 2011 to the Gila County Planning and Zoning Commission.

Due to the recent set back in my health and the restrictions I have, I no longer can fulfill my obligations to the Commission.

I appreciate the opportunity to serve as a Commissioner and wish all of you that are serving the best.

Thank you very much for your support through the years.

MERRY CHRISTMAS and GOD'S BLESSINGS to all...

Sincerely,



Ronald Christensen

C: The Honorable Tommie Martin

Gila County District One Supervisor

received
PF 12/14

GILA COUNTY PLANNING AND ZONING COMMISSION
(Proposed to BOS on 3/20/12 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 both beginning and ending dates)	LENGTH OF TERM (# of years)
Ron Christensen	A – District 1	C (09/09/08)	2 years 6 months	01/01/09-12/31/12	4 years (resigned eff. 12-12-11)
Mary Lou Myers	A – District 1	B (03/20/12) (Ron Christensen)	-	03/20/12-12/31/12	9 months
Randy Slapnicka	A – District 1	C (12/14/10)	7 months	01/01/11-12/31/14	4 years
Don Ascoli	A – District 1	C (09/09/08)	2 years 6 months	01/01/09-12/31/12	4 years
Lori Brown	A – District 2	C (12/14/10)	4 years 6 months	01/01/11-12/31/14	4 years
Jay Spehar	A – District 2	C (12/14/10)	4 years 6 months	01/01/11-12/31/14	4 years
Travis Williams	A – District 2	C (12/14/10)	4 years 9 months	01/01/11-12/31/14	4 years
Mickie Nye	A – District 3	C (12/14/10)	3 years 11 months	01/01/11-12/31/14	4 years
John “Jack” Larimore	A – District 3	C (12/14/10)	4 years 6 months	01/01/11-12/31/14	4 years
Ronnie McDaniel	A – District 3	A (02/07/12)	-	01/01/12-12/31/15	4 years

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.

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-1144

Consent Agenda Item 4- I

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Robert Gould,
Community Development
Division
Director

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Community Development Division

Presenter's Name:

Information

Request/Subject

Appointment and Reappointment to the Gila County Board of Adjustment and Appeals

Background Information

On December 12, 2011, Ron Christensen submitted a letter to chairman of the Gila County Planning and Zoning Commission immediately resigning from said Commission due to health issues (a copy of the letter is attached to agenda item 4-J). In doing so, he also resigned from the Gila County Board of Adjustment and Appeals.

In reviewing Mr. Christensen's information, it was discovered that when Mr. Christensen and Mr. Don Ascoli were initially appointed to the Board on July 11, 2006, no term of office was stated; however, ARS 11-816(A) states, "The members of each board shall be appointed for staggered terms of four years each."

Evaluation

As Mr. Christensen resigned on December 12, 2011, there is now a vacancy to represent Supervisorial District 1 on said Board. Supervisor Tommie Martin has recommended that Mary Lou Myers be appointed to the Board for a 4-year term. In order to meet the requirements for staggered terms of office, it is recommended that Ms. Myers' actual term of office be from March 20, 2012, through December 31, 2015.

In order to meet the statutory requirement of appointing members to this Board for 4-year terms, it is appropriate to request the Board of Supervisors' approval to reappoint Mr. Ascoli to said Board for a 4-year term. In order to meet the requirements for staggered terms of office, it is recommended that Mr. Ascoli's actual term of office be from March 20, 2012, through December 31, 2015.

Conclusion

The requested appointment of Ms. Myers and reappointment of Mr. Ascoli to the Gila County Board of Adjustment and Appeals for the specified terms of office will fill one vacancy on said Board and meet the statutory requirements of having staggered terms of office.

Recommendation

Per the recommendation of Supervisor Tommie Martin, it is recommended to approve the appointment of Mary Lou Myers and the reappointment of Don Ascoli to the Gila County Board of Adjustment and Appeals for the specified terms of office. Bob Gould, Community Development Division Director, concurs with these recommendations.

Suggested Motion

Approval to appoint Mary Lou Myers to the Gila County Board of Adjustment and Appeals for the period March 20, 2012, through December 31, 2015; and to reappoint Don Ascoli to said Board for the period March 20, 2012, through December 31, 2015.

Attachments

Board of Adjustment and Appeals Membership List Proposed 3-20-12

GILA COUNTY BOARD OF ADJUSTMENT AND APPEALS
 (Proposed to BOS on 3/20/12 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		DATES OF TERM	LENGTH OF TERM (# of years)
Don Ascoli-District 1	A	C (03/20/12)	Initially appointed by BOS on 07/11/06; however, no term dates were stated on agenda, so through 03/19/12, Mr. Ascoli has served 6 years 9 months	03/20/12-12/31/15	4 (actual 3 years 9 months) Per ARS 11-816(A), “The members of each board shall be appointed for staggered terms of 4 years each.” This designated term of office will help stagger members’ terms of office
Ron Christensen-District 1	A	C (07/11/06)(no BOS reappointment after term expired on 12/31/10; however, Mr. Christensen continued to serve on the Board)	Initially appointed by BOS on 07/11/06; however, no term dates were stated on agenda, so through 12/12/11, Mr. Christensen served 5 years 5 months	01/01/11-12/12/11 (resigned eff. 12/12/11)	4
Mary Lou Myers-District 1	A	A (03/20/12)	-	03/20/12-12/31/15	4 (actual 3 years 9 months) Per ARS 11-816(A), “The members of each board shall be appointed for staggered terms of 4 years each.” This designated term of office will help stagger members’ terms of office

Lori Brown-District 2	A	C (12/14/10)	4 years 5 months (7/11/06)	01/01/11-12/31/14	4
Travis Williams-District 2	A	C (12/14/10)	4 years 5 months (7/11/06)	01/01/11-12/31/14	4
John "Jack" Larimore-District 3	A	C (12/14/10)	4 years 5 months (7/11/06)	01/01/11-12/31/14	4

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.

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-1071

Consent Agenda Item 4- J

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Linda Rodriguez, Administrative Manager
Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Presenter's Name:

Information

Request/Subject

Gila Monsters Go-Kart Racing Club's request to use the Go-Kart Racing track at the Gila County Fairgrounds for the period of April 1, 2012, through September 22, 2012, with a waiver of fees.

Background Information

The Gila Monster Go-Kart Racing Club is a non-profit organization of volunteers for the young children and teenagers in our community with a passion for racing. The 2012 season is the Gila Monsters Go-Kart Club's 16th season of racing in the area. The racing season commences the week of April, with the final race of the season during the weekend of the Gila County Fair, September 2012.

The Gila Monsters Go-Kart Club provides their own insurance through Tag Racing International; a volunteer paramedic from one of the local fire stations is present for medical emergencies during all races.

The Gila Monsters Go-Kart Racing Club has always paid for the electrical services year round at the Fairgrounds' Go-Kart Racing track and this year they changed the billing and service account into their club name which eliminates the County from having to submit the monthly statements to them for payment.

The 2012 Board members are as follows: President Jason Wood, Vice-President Matthew Mabitt, Secretary Jessica Courtney, and Treasurer Terri Hetrick.

Evaluation

The Gila Monsters Go-Kart Club provides a clean atmosphere for young children and teenagers to be involved in fun entertainment in the community.

Conclusion

The request to use the Fairgrounds' Go-Kart Track, with a waiver of fees, should be approved for the 2012 Gila Monsters Go-Kart Racing season.

Recommendation

The recommendation is to approve the Gila Monster Go-Kart Club's request.

Suggested Motion

Approval of Gila Monsters Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 1, 2012, through September 2012, with a waiver of fees.

Attachments

Gila Monster Go-Kart Racing F.G. Application

Go-Kart Racing Schedule for 2012

Waiver Request

Go-Kart Certificate of Insurance



Welcome to the Gila County Fairgrounds Use Application and Policy Pages

For your convenience we have provided this document for your review in PDF format. If you wish to submit an application to schedule an event, please print this document, complete each form, read and sign the Policy/Procedures sheet and mail or deliver all

ORIGINALS WITH SIGNATURE to:

Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501

If you have questions you may call 1-928-402-4344 or 1-928-200-1277 for assistance.

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		Gila Monster Go Kart Association			
Address of Individual or Organization:					
Function to be Held:		Gila County Fairgrounds			
Contact Person for Event:		Jason Woods			
Telephone No.:		928-812-3871			
Date(s) Requested:		4-1-12	thru	Fairweekend	
Time of Event:		3 Sundays in April	to	All other Friday nights and 1 Saturday	
Estimate How Many People Will Attend Event:		100			
Liquor License No. and Sold by (Name):		None		Served only?	
Will this event be public or private?		Yes <input checked="" type="checkbox"/>	Public	<input checked="" type="checkbox"/>	Private <input type="checkbox"/>
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input checked="" type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Information to be posted on webpage:		Is there an entrance fee?		Drivers <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Adults:	\$ 0	Children:	\$ 0	Seniors:	\$ 0

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

<input type="checkbox"/>	<u>Exhibit Hall</u> : The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.		Total Fee:
--------------------------	--	--	------------

First Day of Event - \$350.00			
Each Additional Day of Event - \$250.00	Days		
(\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00			
Key Deposit - \$25.00			

<input type="checkbox"/>	<u>Commercial Building</u> : Capacity is 320 people.		
--------------------------	--	--	--

First Day of Event - \$200.00			
Each additional Day - \$100.00	Days		

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

<input type="checkbox"/>	ATV Grounds	\$75.00 per day; \$300.00 per week (5 days)		
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<input type="checkbox"/>	Rodeo Arena	First Day of Event - \$1,200.00 + set up charges		
--------------------------	-------------	--	--	--

\$ 150.00 for each additional day			
\$25.00 per hour for lights	Days		
	Hours		

<input type="checkbox"/>	Grandstand Area	First Day of Event - \$500.00		
--------------------------	-----------------	-------------------------------	--	--

\$150.00 each additional day			
	Days		

<input type="checkbox"/>	Livestock Shed A (60 x 120)	\$150.00 per day		
<input type="checkbox"/>	Livestock Shed B (80 x 120)	\$150.00 per day		
<input type="checkbox"/>	Livestock Shed C (30 x 120)	\$150.00 per day		
<input type="checkbox"/>	Horse Stall(s)	\$10.00 Each per day	EA	
<input checked="" type="checkbox"/>	Car Track/Motor Cross	\$150.00 per day		
<input type="checkbox"/>	Other Areas at Fairgrounds	\$150.00 per day		

TOTAL FEE(S) DUE:

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 150 persons are expected to attend a private event;
 - d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
 - e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy not to allow alcohol/liquor outside the building. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
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8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

**Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501**

Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.

11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

I have read and understand this application:

Applicant Signature:	<i>Jessica Courtney</i>	Date:	1-12-12
----------------------	-------------------------	-------	---------

(Do not write below this line)

E.M.F.G. Checklist:			
Conflict with dates:	Rental Fees:	Security:	Insurance:
	Approved:		Disapproved:
Signature:	<i>[Signature]</i>		2-28-12
	Fairgrounds Personnel Signature		Date
Signature:	Chairman		Date
	Gila County Board of Supervisors		

Gila Monster Go-Kart Racing Schedule for 2012

Practice & Tech will look at Karts

11:00-3:00

- Sunday
 - April 1st

Sign in starts @ 12:00, pill draw is over @ 1:15

Races start @ 2:00

- Sunday
 - April 15th
 - April 29th

Sign in starts @ 5:00, pill draw is over @ 6:15

Races start @ 7:00

- Friday
 - May 11th
 - May 18th
 - June 1st
 - June 15th
 - June 29th
 - July 13th
 - July 27th
 - August 10th
 - August 24th
 - September - TBA
- September 21st
- September 22nd (Saturday)

Sign in starts @ 12:00, pill draw is over @ 1:15

Races start @ 2:00

September fair weekend is our final race of the season

*ALL RUNNING RULES FOR 2012 ARE SUBJECT TO CHANGE BY OFFICIALS VOTE IF NEEDED TO KEEP PERFORMANCE EQUAL AND DRIVERS SAFE.

Gila Monster Go-Karts

P.O. Box 1974

Claypool A.Z.85532

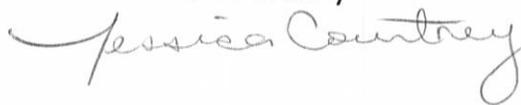
To whom it may concern,

The Gila Monster Go-Kart Association is requesting the fee to be waived for the use of the Go-Kart track for our 2012 season.

Any questions please contact

Secretary

Jessica Courtney

A handwritten signature in cursive script that reads "Jessica Courtney".

(928)812-2348

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/14/2012

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

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

PRODUCER Commercial Lines - (317) 841-3309 Wells Fargo Insurance Services USA, Inc. 7400 North Shadeland Avenue, Suite 100 Indianapolis, IN 46250-2076	CONTACT NAME: Jeff Johnson PHONE (A/C, No, Ext): 317-841-5087 E-MAIL ADDRESS: jeff.johnson1@wellsfargo.com	FAX (A/C, No): 317-841-5058
	INSURER(S) AFFORDING COVERAGE	
INSURED AKRA, Inc./AKTPA, Inc. 11715 Fox Rd., Suite 400-191 Indianapolis IN 46236	INSURER A: Chubb Custom Insurance Company	NAIC # 38989
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 4036390**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			79960336	1/11/2012	1/11/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B				99071178	01/11/2012	01/11/2013	10000

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

Class 1 - \$15,000 AD&D limit; \$25,000 Excess Medical
 Class 2 - \$5,000 AD&D limit; \$10,000 Excess Medical

TAG Racing USA, Gila County Fairgrounds, Gila County and City of Globe are listed as additional insured

CERTIFICATE HOLDER

Gila County Fairgrounds Go Kart Track
 Gila County Monster Go Karts
 Gila County and City of Globe
 900 E. Fairgrounds Rd
 Globe, AZ 85501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ARF-1121

Consent Agenda Item 4- K

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Gila County Rodeo Committee
Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Presenter's Name:

Information

Request/Subject

Gila County Rodeo Committee's request to waive fees for use of F.G. rodeo arena & exhibit hall for Rodeo Queen Pageant, Sponsor Dinner & Annual Rodeo.

Background Information

The Gila County Rodeo Committee was re-established in 2001, when Charlie Brewer had a request to put on a rodeo the following year. The Rodeo Committee was first required to provide spectator insurance, which could not be put under the umbrella of the County's insurance policy and has since provided its own \$1 million insurance policy for each function held at the Fairgrounds.

The Rodeo Committee purchased its own rodeo facility, which was paid for by the third year, with the help of the Fairgrounds crew for doing most of the work in putting the rodeo facility together. Chairman Charlie Brewer stated that his biggest challenge is to secure sponsors for all of the events and the average cost of the rodeo over the past 5 years was between \$20,000 to \$23,000 per event; the "Kids" Rodeo costs \$4,750. He also stated how fortunate the community is to have business people who are very supportive of the events for the youth at the Fairgrounds. The Rodeo Committee is a group of dedicated volunteers in keeping the western tradition alive in southern Gila County.

The Gila County Rodeo Committee has submitted a request to use the Gila County Fairgrounds' facilities (with a waiver of fees) for the following events:

April 21, 2012 - Both the Exhibit Hall and the Rodeo Arena for the Rodeo Queen Pageant;

May 11, 2012 - the Exhibit Hall for the Rodeo Sponsor dinner;

May 12-13, 2012 - Rodeo arena for the Annual Rodeo weekend.

Evaluation

The annual Rodeo provides family entertainment and draws people from across the nation, which is beneficial to the economy of the community.

Conclusion

The Gila County Rodeo Committee's request to use the Fairgrounds' exhibit hall and rodeo arena, with a waiver of fees, should be approved.

There is no conflict with dates; insurance certificate will be provided prior to event and security will be arranged with Detective Johnny Holmes of the Gila County Sheriff's Office.

Recommendation

The recommendation of the staff is to approve the Gila County Rodeo Committee's request.

Suggested Motion

Approval of the waiver of fees for the Gila County Rodeo Committee's use of the Fairgrounds' Exhibit Hall and rodeo arena for the Rodeo Queen Pageant on April 21, 2012, the Rodeo Sponsor Dinner on May 11, 2012, and the Annual Rodeo on May 12 and 13, 2012.

Attachments

Rodeo Committee Waiver letter

Rodeo Committee F.G. Application for Pageant

Rodeo Committee F.G. Application for Sponsor dinner & Rodeo

February 17, 2012

Gila County Rodeo Committee
P. O. Box 1538
Globe, Arizona 85502

To: The Gila County Board of Supervisors.

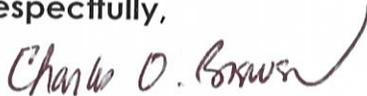
This letter is a formal request to have the fees waived for the use of Gila County Fairground Facilities for the following events:

April 21, 2012 – Both the Exhibit Hall and the Rodeo Arena. We will be having a Rodeo Queen Pageant, which will start at 9am and last until around 4pm.

May 11, 2012 – The Exhibit Hall. We will be having a dinner for our Rodeo Sponsors.

May 12 and 13, 2012 – The Rodeo Arena. We will be having our Annual Rodeo on this weekend.

Respectfully,



Charles O. Brewer
President, Gila County Rodeo Committee



Welcome to the Gila County Fairgrounds Use Application and Policy Pages

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ORIGINALS WITH SIGNATURE to:

Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501

If you have questions you may call 1-928-402-4344 or 1-928-200-1277 for assistance.

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		Gila County Rodeo Committee	
Address of Individual or Organization:		P.O. Box 804 Globe, Arizona 85501	
Function to be Held:		Rodeo Queen Pageant	
Contact Person for Event:		Charlie Brewer	
Telephone No.:		928-200-1237	
Date(s) Requested:		April 21, 2012	thru April 21, 2012
Time of Event:		9 AM	to 4 PM
Estimate How Many People Will Attend Event:		125	
Liquor License No. and Sold by (Name):		N/A	
Will this event be public or private?		<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Information to be posted on webpage:		Is there an entrance fee?	
Adults: \$	Children: \$	Seniors: \$	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

First Day of Event - \$350.00
 Each Additional Day of Event - \$250.00
 (\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00
 Key Deposit - \$25.00

	Total Fee:
1 Days	

Commercial Building: Capacity is 320 people.

First Day of Event - \$200.00
 Each additional Day - \$100.00

	Total Fee:
Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

ATV Grounds

\$75.00 per day; \$300.00 per week (5 days)

	Total Fee:
Days	

Rodeo Arena

First Day of Event - \$1,200.00 + set up charges
 \$ 150.00 for each additional day
 \$25.00 per hour for lights

	Total Fee:
1 Days	
Hours	

Grandstand Area

First Day of Event - \$500.00
 \$150.00 each additional day

	Total Fee:
Days	

- Livestock Shed A (60 x 120)
- Livestock Shed B (80 x 120)
- Livestock Shed C (30 x 120)
- Horse Stall(s)
- Car Track/Motor Cross
- Other Areas at Fairgrounds

\$150.00 per day
 \$150.00 per day
 \$150.00 per day
 \$10.00 Each per day
 \$150.00 per day
 \$150.00 per day

	Total Fee:
Days	
Days	
Days	
EA Days	
Days	
Days	

TOTAL FEE(S) DUE:

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 150 persons are expected to attend a private event;
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 - e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

**Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501**

Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.

11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

I have read and understand this application:

Applicant Signature: <i>Charm DeLeon</i>	Date: <i>2-1-12</i>
--	---------------------

(Do not write below this line)

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				Disapproved:	
Signature:							
	Fairgrounds Personnel Signature					Date	
Signature:							
	Chairman Gila County Board of Supervisors					Date	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:		
Address of Individual or Organization:		
Function to be Held:		
Contact Person for Event:		
Telephone Number:	()	
Date(s) Requested:		
Time of Event:	Start:	End:
Estimate How Many People Will Attend Event:		
Will Liquor Be on the Premises:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Where Will Event Be Held:	Exhibit Hall <input type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>
	Other Area: _____	
How Many AZ Post Certified Officers Needed:		
How Many Sheriff's Office Reserves Needed:		

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 701-1010) of any cancellations or changes in this application.

Applicant Signature: _____

Date: ____/____/____

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

_____/_____/_____
Date



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 - c. More than 150 persons are expected to attend a private event;
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10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

**Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501**

Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.

11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

I have read and understand this application:

Applicant Signature:	<i>Charles O. Brown</i>	Date:	1-20-2012
----------------------	-------------------------	-------	-----------

(Do not write below this line)

E.M./F.G. Checklist:			
Conflict with dates:		Rental Fees:	
		Security:	
		Insurance:	
		Approved:	Disapproved:
Signature:	<i>[Signature]</i>		2-7-12
	Fairgrounds Personnel Signature		Date
Signature:			
	Chairman Gila County Board of Supervisors		Date

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		GILA COUNTY RODEO COMMITTEE	
Address of Individual or Organization:		P.O. Box 804 GILBE, ARIZONA 85502	
Function to be Held:		RODEO	
Contact Person for Event:		CHARLES BREWER	
Telephone No.:		928-200-1237	
Date(s) Requested:		May 11, 2012	thru MAY 13, 2012
Time of Event:		5:00 PM	to 12:00 PM
Estimate How Many People Will Attend Event:		4,000	
Liquor License No. and Sold by (Name):		Served only? <input type="checkbox"/>	
Will this event be public or private?		<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
If public, would you like this event listed on the Gila County Fairgrounds webpage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Information to be posted on webpage:		Is there an entrance fee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Adults: \$	500	Children: \$	FREE
Seniors: \$	500		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people. 5/11/12

	Total Fee:
First Day of Event - \$350.00	
Each Additional Day of Event - \$250.00	
(\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit	
\$150.00	150.00
Key Deposit - \$25.00	25.00

Commercial Building: Capacity is 320 people.

First Day of Event - \$200.00	
Each additional Day - \$100.00	
	Days

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

ATV Grounds

\$75.00 per day; \$300.00 per week (5 days)	
	Days

Rodeo Arena

First Day of Event - \$1,200.00 + set up charges	
\$ 150.00 for each additional day	
\$25.00 per hour for lights	
	Days
	Hours

Grandstand Area

First Day of Event - \$500.00	
\$150.00 each additional day	
	Days

Livestock Shed A (60 x 120)

Livestock Shed B (80 x 120)

Livestock Shed C (30 x 120)

Horse Stall(s)

Car Track/Motor Cross

Other Areas at Fairgrounds

\$150.00 per day	
\$150.00 per day	
\$150.00 per day	
\$10.00 Each per day	
\$150.00 per day	
\$150.00 per day	
	Days

TOTAL FEE(S) DUE:

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Rodeo Committee	
Address of Individual or Organization:	P.O. Box 804 Globe, Arizona 85502	
Function to be Held:	RODEO	
Contact Person for Event:	Charles O. Brewer	
Telephone Number:	(928) 200-1237	
Date(s) Requested:	May 11, 2012 - May 13, 2012	
Time of Event:	Start: 5:00 p.m.	End: 12:00 midnight
Estimate How Many People Will Attend Event:	4,000	
Will Liquor Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Where Will Event Be Held:	5/11 Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>
	May 12-13, 2012 Rodeo Arena <input checked="" type="checkbox"/>	Grandstands <input type="checkbox"/>
Other Area:		
How Many AZ Post Certified Officers Needed:	2	
How Many Sheriff's Office Reserves Needed:	2	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 701-1010) of any cancellations or changes in this application.

Applicant Signature: Charles O. Brewer

Date: 01/20/2012

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

____/____/____
Date

ARF-1143

Consent Agenda Item 4- L

Regular BOS Meeting

Meeting Date: 03/20/2012

Submitted For: Marian Sheppard,
Chief Deputy Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Lions Club Special Event Liquor License Applications for April 7, 2012, and April 14, 2012.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the attached applications and has determined that they have been filled out correctly.

Conclusion

This charitable organization has properly completed the applications and if the Board of Supervisors approves the applications, the Lions Club of Globe, Arizona, will have used 3 days of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve these applications. Upon approval, the applicant has the responsibility to submit the applications to the Department for its final approval.

Suggested Motion

Approval of two Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on April 7, 2012, for a wedding reception, and April 14, 2012, for the annual National Rifle Association Dinner.

Attachments

Lions Club Special Event Lic App for 4-7-12

Lions Club Special Event Lic App for 4-14-12

State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY
LICENSE #

1. Name of Organization: Lions Club of Globe, AZ, INC.

2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4/86-6052543

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Political Party, Ballot Measure, or Campaign Committee

Religious

4. What is the purpose of this event? wedding (Rayburn-Fewell)

5. Location of the event: Gila Co. Fairgrounds, Globe, Gila, 85501

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Soto, Janet W. 30 JUN 41

Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 51, Globe, AZ 85502

Street City State Zip

8. Phone Numbers: (928) 425-3231 () - (928) 402-0358

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>7 Apr 12</u>	<u>Sat.</u>	<u>4 PM -</u>	<u>12 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Globe Lions Club 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
2 # Security personnel Barriers

Sheriff's Posse

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

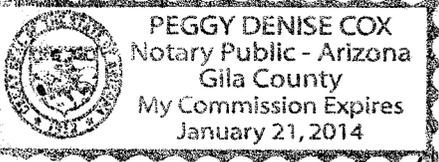
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Janet White Soto, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Janet White Soto Secretary 28 Feb-12 928-402-0358
(Signature) (Title/Position) (Date) (Phone #)



State of ARIZONA County of GILA
The foregoing instrument was acknowledged before me this

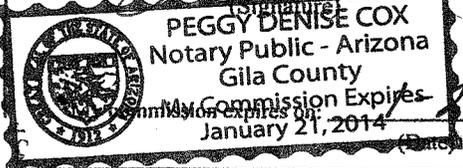
28th 28 day of February, 2012
Day of Month Month Year
Peggy Denise Cox
(Signature of NOTARY PUBLIC)

My Commission expires on: 1-21-2014

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Janet White Soto, declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Janet White Soto State of ARIZONA County of GILA
The foregoing instrument was acknowledged before me this



28th day of February, 2012
Day of Month Month Year
Peggy Denise Cox
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County **MUST** recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, hereby recommend this special event application
(Government Official) (Title)
behalf of _____,
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

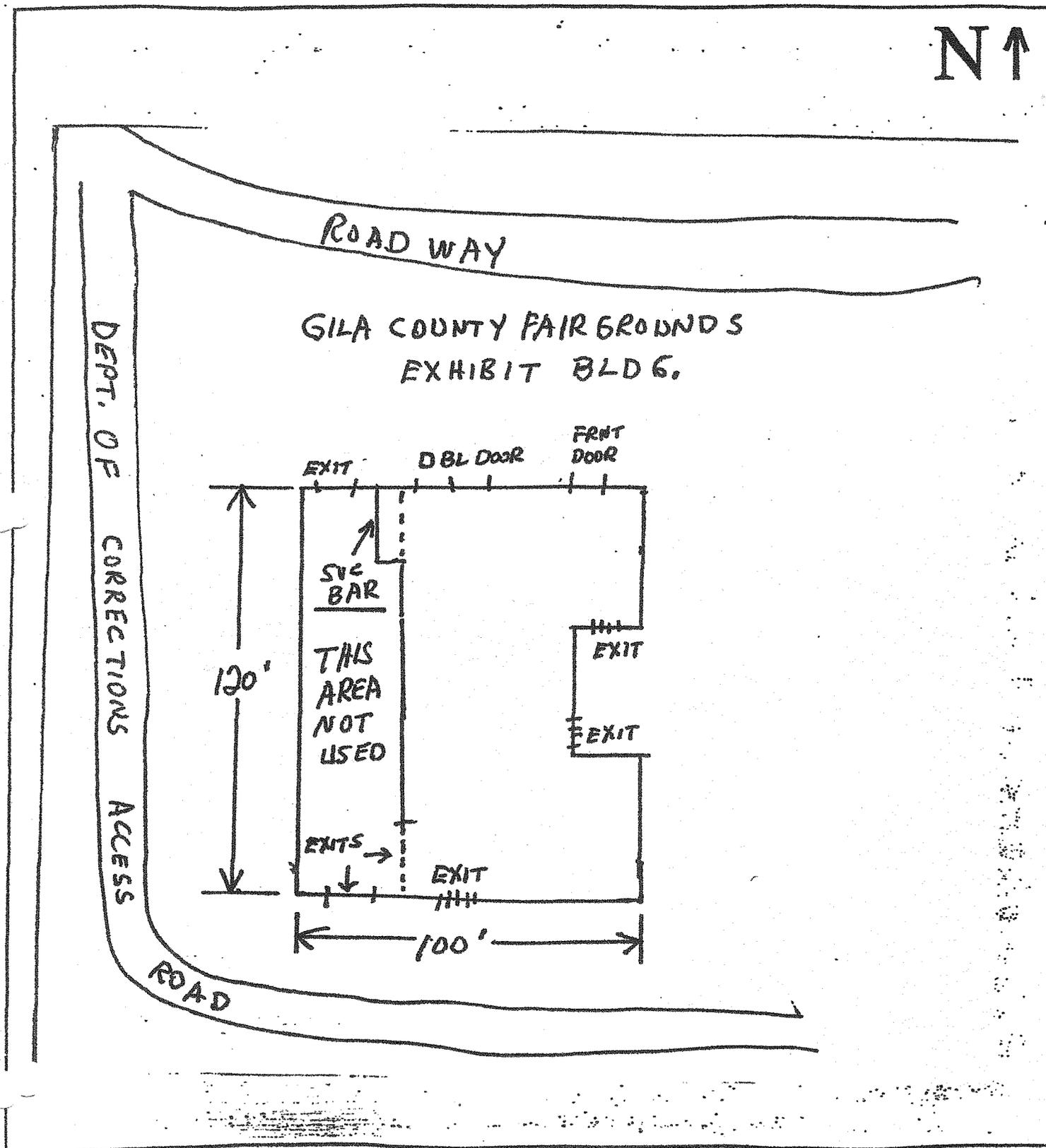
Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

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DLLC USE ONLY
LICENSE #

1. Name of Organization: Lions Club of Globe, AZ INC.

2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 / 86-6052543

3. The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? NRA Dinner

5. Location of the event: Gila Co. Fairgrounds, Globe, Gila, 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Soto, Janet W. 30 JUN 41
Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 51, Globe, AZ 85502
Street City State Zip

8. Phone Numbers: 928 425-3231 () 928 402-0358
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember, you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>14 Apr 12</u>	<u>Sat.</u>	<u>4 pm</u>	<u>12 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
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Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

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(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
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13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
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EVENT LIQUOR SALES.**

Name Globe Lions Club 100%
Percentage

Address _____

Name _____
Percentage

Address _____

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15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police Fencing
4 # Security personnel Barriers
Sheriff's Posse

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time
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(ATTACH COPY OF AGREEMENT)

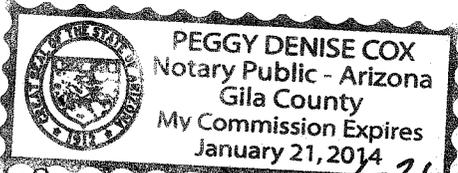
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THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Janet White Soto declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Janet White Soto (Signature) Secretary (Title/Position) 28 Feb 12 (Date) 928-402-0358 (Phone #)



State of ARIZONA County of Gila
The foregoing instrument was acknowledged before me this

28th day of February, 2012
Day of Month Month Year

My Commission expires on 1-21-2014

Peggy Denise Cox
(Signature of NOTARY PUBLIC)

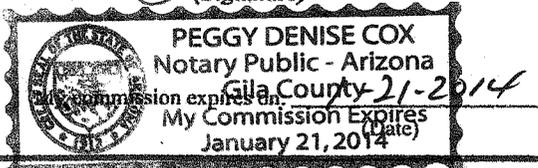
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19. I, Janet White Soto declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Janet White Soto (Signature)

State of ARIZONA County of Gila
The foregoing instrument was acknowledged before me this

28th day of February, 2012
Day of Month Month Year



Peggy Denise Cox
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County **MUST** recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, hereby recommend this special event application
(Government Official) (Title)
behalf of _____,
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____ (Employee)

_____ (Date)

APPROVED DISAPPROVED

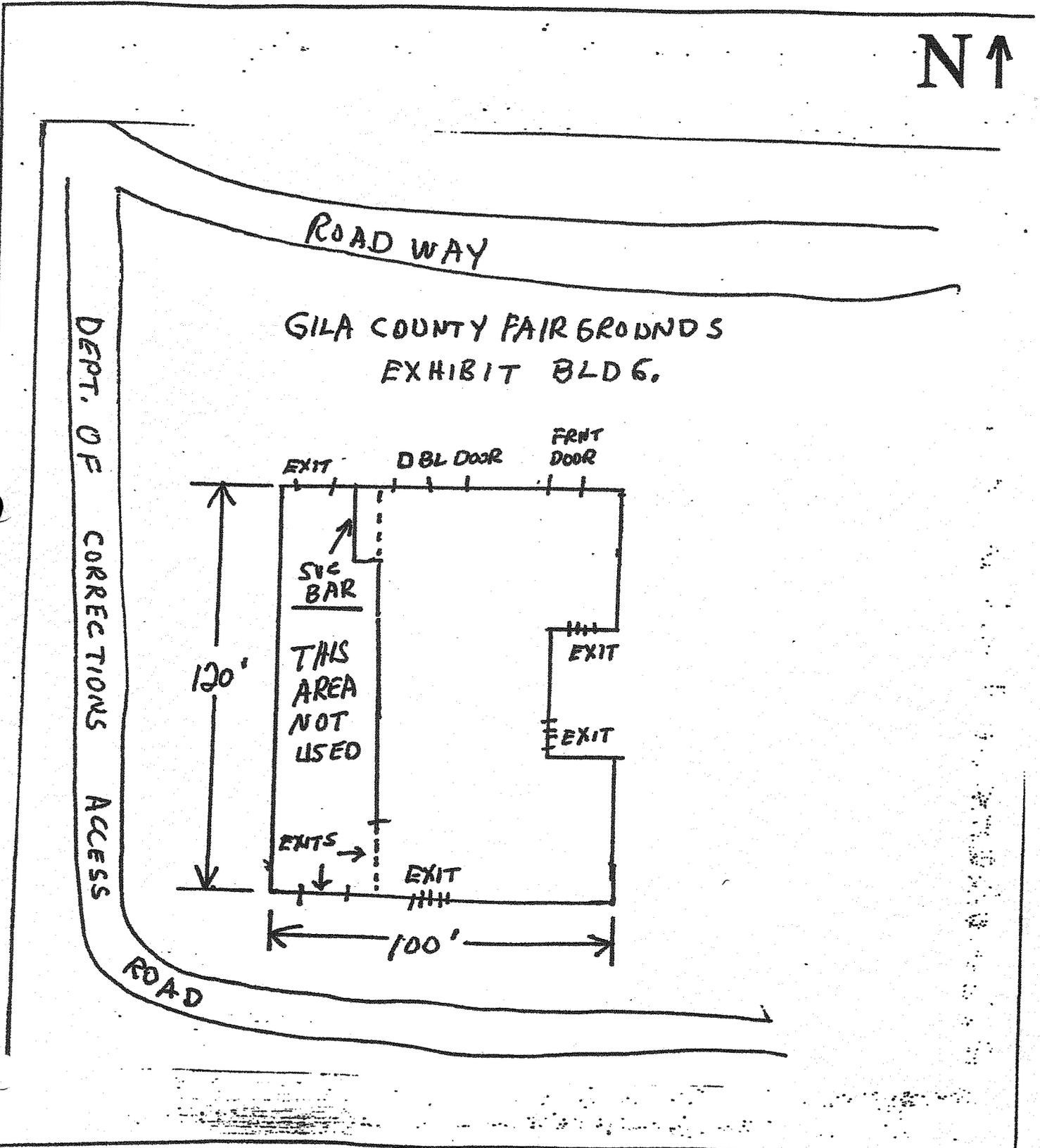
BY: _____

(Title)

(Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-1124

4- M

Regular BOS Meeting

Meeting Date: 03/20/2012

Reporting Period: Globe Regional Justice Court Monthly Report for January 2012

Submitted For: Mary Navarro

Submitted By: Mary Navarro,
Justice Court
Operations
Mgr, Superior
Court

Information

Subject

Globe Regional Justice Court Monthly Report for January 2012

Suggested Motion

Approval of the January 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Justice Court Report for January 2012

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

JANUARY, 2012	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	\$ 121.49	\$ 6.08	\$ 115.41
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 383.00	\$ 19.15	\$ 363.85
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,092.10		\$ 3,092.10
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,668.37		\$ 2,668.37
Game and Fish - Wildlife	ZGF		STATE	\$ 92.00	\$ 4.60	\$ 87.40
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,538.01	\$ 126.91	\$ 2,411.10
HURF 1 28-5438, 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	\$ 162.92	\$ 8.15	\$ 154.77
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 47.45	\$ 2.38	\$ 45.07
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	\$ 1,551.09		\$ 1,551.09
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 7,516.30	\$ 375.82	\$ 7,140.48
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,400.00	\$ 70.00	\$ 1,330.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 952.92	\$ 47.65	\$ 905.27
DUI Abatement	ZDUIA		T889-2061	\$ 20.00	\$ 1.00	\$ 19.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 354.49	\$ 17.73	\$ 336.76
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 10.65	\$ 0.54	\$ 10.11
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,163.65	\$ 58.19	\$ 1,105.46
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 17,017.61	\$ 850.89	\$ 16,166.72
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,069.04	\$ 53.46	\$ 1,015.58
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	\$ 674.19		\$ 674.19
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 157.79	\$ 7.89	\$ 149.90
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,261.23		\$ 1,261.23
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 361.06	\$ 18.06	\$ 343.00
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,374.77		\$ 2,374.77
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 185.00	\$ 9.25	\$ 175.75
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 180.74		\$ 180.74
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 120.48		\$ 120.48
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 100.00		\$ 95.00
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 232.56	\$ 11.63	\$ 220.93
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,107.86	\$ 105.40	\$ 2,002.46
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,762.78	\$ 88.14	\$ 1,674.64
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 220.35	\$ 11.02	\$ 209.33
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 17.65	\$ 0.89	\$ 16.76
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 98.82	\$ 4.95	\$ 93.87
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 757.56	\$ 37.88	\$ 719.68
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 4.07	\$ 0.21	\$ 3.86
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	\$ 3.30	\$ 0.17	\$ 3.13
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	\$ 20.33	\$ 1.02	\$ 19.31
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 180.12	\$ 9.01	\$ 171.11
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,551.37	\$ 127.57	\$ 2,423.80
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 130.70	\$ 6.54	\$ 124.16
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 5,254.62	\$ 262.73	\$ 4,991.89
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 72.15	\$ 3.61	\$ 68.54
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 269.36		\$ 269.36
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 2,798.75		\$ 2,798.75
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,865.83		\$ 1,865.83
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

JANUARY, 2012 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				\$ 63,951.02	\$ 2,354.85	\$ 61,596.17

TOTAL ADJUSTED BALANCE VERIFICATION	\$ 61,596.17
TOTAL RESTITUTION RECEIVED	\$ 1,652.19
TOTAL RECEIPTS THIS MONTH	\$ 65,603.21

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
2/21/2012	6270	\$ 8,918.16	ARIZONA STATE TREASURER
2/21/2012	6271	\$ 55,032.86	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 63,951.02	TOTAL DISTRIBUTIONS THIS MONTH

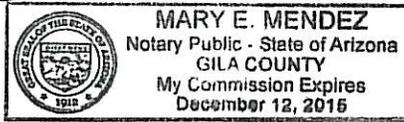
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify to the best of my knowledge, information and belief that the forgoing is a true and correct account of funds collected by me for the month of JANUARY, 2012.

Justice of the Peace

Subscribed and Sworn to before me this 21st day of February, 2012.

Notary Public

My Commission Expires: 12-12-2015



**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: JANUARY, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$12,271.46
RECEIVED DURING THE MONTH	\$5,036.20
DISBURSED DURING THE MONTH	\$4,037.94
BALANCE AT THE END OF THE MONTH	\$13,269.72



Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-1127

4- N

Regular BOS Meeting

Meeting Date: 03/20/2012

Reporting Period: Recorder's Office Monthly Report for January 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

Recorder's Office Monthly Report for January 2012.

Suggested Motion

Approval of the January 2012 monthly departmental activity report submitted by the Recorder's Office.

Attachments

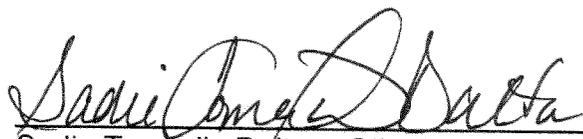
Recorder's Office Monthly Report for January 2012



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JANUARY 2012

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Tomerlin Dalton, Gila County Recorder

Bank Deposit Summary, From 1/1/12 12:00AM To 1/31/12 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Jan 3, 2012 7:56:46 AM	2209	B	Globe	\$354.00
Jan 3, 2012 4:54:50 PM	2208	B	Payson01/03/12	\$60.00
Jan 4, 2012 4:52:50 PM	2210	B	Payson01/04/12	\$11.00
Jan 4, 2012 4:54:39 PM	2211	B	Globe	\$236.00
Jan 5, 2012 4:55:07 PM	2212	B	Globe	\$92.00
Jan 5, 2012 5:03:13 PM	2213	B	PAYSON 01/05/12	\$82.00
Jan 6, 2012 4:55:40 PM	2214	B	Globe	\$847.00
Jan 6, 2012 5:01:22 PM	2215	B	Payson01/06/12	\$41.00
Jan 9, 2012 4:56:16 PM	2217	B	Globe	\$223.00
Jan 11, 2012 1:05:51 PM	2220	B	Payson01/09/12	\$18.00
Jan 11, 2012 1:15:59 PM	2221	B	error01/10/12 payson	\$0.00
Jan 11, 2012 1:15:59 PM	2222	B	Payson01/10/12	\$83.00
Jan 11, 2012 2:36:53 PM	2223	B	Globe	\$105.00
Jan 11, 2012 4:54:12 PM	2224	B	Payson01/11/12	\$23.00
Jan 11, 2012 5:03:59 PM	2225	B	Globe	\$275.00
Jan 12, 2012 4:51:46 PM	2226	B	Globe	\$426.00
Jan 12, 2012 5:01:48 PM	2227	B	Payson01/12/12	\$23.00
Jan 13, 2012 4:55:19 PM	2228	B	Globe	\$834.85
Jan 13, 2012 5:00:51 PM	2229	B	Payson01/13/12	\$13.00
Jan 17, 2012 7:55:21 AM	2231	B	Globe	\$455.00
Jan 17, 2012 4:54:22 PM	2230	B	Payson01/17/12	\$54.00
Jan 18, 2012 8:01:25 AM	2233	B	globe	\$635.00
Jan 18, 2012 4:59:13 PM	2232	B	Payson01/18/12	\$12.00
Jan 19, 2012 4:52:53 PM	2234	B	Payson01/19/12	\$13.00
Jan 19, 2012 4:58:24 PM	2235	B	Globe	\$143.00
Jan 20, 2012 8:10:45 AM	2237	B	globe	\$195.00
Jan 20, 2012 4:58:03 PM	2236	B	Payson01/20/12	\$58.00
Jan 23, 2012 4:53:38 PM	2238	B	GLOBE	\$348.00
Jan 23, 2012 4:57:18 PM	2239	B	Payson01/23/12	\$79.00
Jan 24, 2012 4:54:08 PM	2240	B	Payson01/24/12	\$25.00
Jan 24, 2012 4:54:46 PM	2241	B	globe	\$189.00
Jan 25, 2012 4:58:11 PM	2243	B	GLOBE	\$585.26
Jan 26, 2012 1:33:53 PM	2244	B	Paysonerror 1/26/12	\$0.00
Jan 26, 2012 1:39:39 PM	2245	B	01/25/12 Payson	\$65.00
Jan 26, 2012 4:52:06 PM	2246	B	Payson01/26/12	\$48.00
Jan 26, 2012 4:54:45 PM	2247	B	globe	\$117.00
Jan 27, 2012 4:50:33 PM	2248	B	Payson01/27/12	\$76.00
Jan 27, 2012 4:54:10 PM	2249	B	globe	\$243.00
Jan 30, 2012 4:55:15 PM	2250	B	globe	\$1,650.00
Jan 30, 2012 4:59:29 PM	2251	B	Payson01/30/12	\$33.00
Jan 31, 2012 4:55:53 PM	2252	B	Payson01/31/12	\$43.00
Jan 31, 2012 4:59:12 PM	2253	B	GLOBE	\$538.38

Total \$9,351.49

MONTHLY ACTIVITY REPORT - January 2012

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
1/3/2012	414.00	407.00		176.00			92.00	169.00	583.00
1/4/2012	247.00	324.00		116.00			75.00	193.00	440.00
1/5/2012	174.00	350.00		148.00			93.00	324.00	498.00
1/6/2012	888.00	1056.00		228.00			83.00	396.00	1284.00
1/9/2012	241.00	388.00		152.00			217.00	299.00	540.00
1/10/2012	188.00	401.00		180.00			93.00	393.00	581.00
1/11/2012	298.00	362.00		132.00			95.00	196.00	494.00
1/12/2012	449.00	379.00		120.00			101.00	50.00	499.00
1/13/2012	847.85	734.00		260.00		51.85	281.00	448.00	1045.85
1/17/2012	509.00	482.00		236.00			260.00	209.00	718.00
1/18/2012	647.00	525.60		376.00		476.00	53.00	730.60	1377.60
1/19/2012	156.00	242.00		88.00			134.00	174.00	330.00
1/20/2012	253.00	527.00		240.00				514.00	767.00
1/23/2012	427.00	589.00		264.00			235.00	426.00	853.00
1/24/2012	214.00	346.80		132.00		165.00	85.00	429.80	643.80
1/25/2012	650.26	521.00		220.00		127.26	165.00	338.00	868.26
1/26/2012	165.00	347.00		168.00			86.00	350.00	515.00
1/27/2012	319.00	546.00		272.00			279.00	499.00	818.00
1/30/2012	1,683.00	678.00		308.00			1303.00	303.00	986.00
1/31/2012	581.38	569.50		304.00		49.88	267.00	342.00	923.38
TOTAL	9,351.49	9771.90	0.00	4,120.00	0.00	869.99	3,997.00	6,780.40	14,761.89

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$4,140.40	(\$1,250.00)	\$2,890.40
Cash	Cash/Check	\$9,351.49	\$0.00	\$9,351.49
D-1005-120-01-4612-003	Postage(deferred)	\$25.00	(\$16.00)	\$9.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$77.00	(\$48.00)	\$29.00
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$56.00	\$0.00	\$56.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$98.00	(\$64.00)	\$34.00
ETransfer	Electronic Transfers	\$2,627.00	\$0.00	\$2,627.00
	Total	\$16,374.89	(\$1,378.00)	\$14,996.89
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$128.00	(\$290.00)	(\$162.00)
	Total	\$128.00	(\$290.00)	(\$162.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$255.50)	(\$255.50)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$51.00)	(\$51.00)
1005-120-01-4612-003	Postage	\$0.00	(\$849.40)	(\$849.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$208.00)	(\$208.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$492.50)	(\$492.50)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$77.00)	(\$77.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,551.50)	(\$7,551.50)
1005-120-01-4612-026	Refunds	\$8.00	(\$226.00)	(\$218.00)
1005-120-01-4612-027	Fax	\$0.00	(\$35.00)	(\$35.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$56.00)	(\$56.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,154.00)	(\$4,154.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$12.00)	(\$12.00)
7147-120-01-4612-018	Voter	\$0.00	(\$216.99)	(\$216.99)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$641.00)	(\$641.00)
eRecording	eRecording	\$2,512.00	(\$2,457.00)	\$55.00
	Total	\$2,520.00	(\$17,354.89)	(\$14,834.89)
	Total	\$19,022.89	(\$19,022.89)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$9,351.49	\$0.00	\$9,351.49
	Range Total	\$9,351.49	\$0.00	\$9,351.49

Sadie Tomerlin Dalton
 Gila County Recorder
 For Month Of:

New Fiscal Year Form

FY 2011-2012

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,192	4,236	11,989.38	760.00	3,932	2.00	20,919.38
Aug	1,272	4,796	14,380.90	1,774.56	4,536	23.00	25,510.46
Sept	1,047	3,804	13,139.02	1,030.00	3,496	10.00	21,479.02
Oct	1,134	4,212	13,523.46	1,637.00	3,916	0.00	23,288.46
Nov	1,147	4,312	10,742.49	961.43	3,880	3.00	19,898.92
Dec	1,059	4,028	9,556.58	953.41	3,740	17.00	18,294.99
Jan	1,105	4,120	6,770.90	869.99			11,760.89
Feb							0.00
Mar							0.00
Apr							0.00
May							0.00
June							0.00
Total	7,956	29,508	80,102.73	7,986.39	23,500	55.00	141,152.12
Fiscal Year All Monies		141,152.12					

	A	B	C	D	E	F
1	GILA COUNTY RECORDER					
2						
3		REPORT FOR		Dec 2011		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$3,997.00		\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$6,780.40	\$2,783.40	
8		RECORDING FEES	\$9,771.90	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$218.00	\$218.00	
10		INTEREST PD TO ACCT	\$0.40	\$0.00	\$0.40	
11				\$0.00		
12	TOTAL 1005 FUNDS		\$13,769.30	\$6,998.40	\$6,770.90	
13						
14	SECTION II					
15		7143 FUND (ASSESSOR)		\$0.00		
16		7145 FUND (RECORDER)	\$4,120.00		\$4,120.00	
17		7146 FUND (MINING - 80% STATE TREAS)				
18		7146 FUND (MINING - 20% RECORDER)		\$0.00		
19		7147 FUND (COMPUTER SVCS)	\$869.99		\$869.00	
20	TOTAL SEC II FUNDS		\$4,989.99	\$0.00	\$4,989.99	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		\$18,759.29	\$6,998.40	\$11,760.89	
23						
24						

House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2012 - 01/31/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$179.00)	\$0.00	\$0.00	(\$179.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$44.57)	\$8.00	\$0.00	(\$36.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$247.00)	\$0.00	\$0.00	(\$247.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	\$0.00	\$65.00	(\$250.00)	(\$185.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$242.00	\$40.00	(\$120.00)	\$162.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,074.00)	\$0.00	\$0.00	(\$2,074.00)
CARD	Cardon Hiatt / The Vineyrd-Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
EQUIT	EQUITY SERVICES	(\$201.00)	\$0.00	\$0.00	(\$201.00)
ERAY	ERA YOUNG REALTY	(\$212.20)	\$46.80	\$0.00	(\$165.40)
EXCEL	EXCEL DOCUMENT SERVICES	(\$187.00)	\$0.00	\$0.00	(\$187.00)
FARES	First American Corelogic Inc.	(\$151.40)	\$95.00	\$0.00	(\$56.40)
FATM	FIRST AMERICAN MICROFICHE	(\$2,113.00)	\$329.60	\$0.00	(\$1,783.40)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$618.00)	\$0.00	\$0.00	(\$618.00)
FNDS	LPS APPLIED ANALYTICS	(\$368.20)	\$190.00	\$0.00	(\$178.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$43.50	\$0.00	\$0.00	\$43.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$91.00)	\$24.00	\$0.00	(\$67.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
IRS	INTERNAL REVENUE SERVICE	\$0.00	\$88.00	(\$170.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$480.50)	\$0.00	\$0.00	(\$480.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$1,021.00)	\$10.00	\$0.00	(\$1,011.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$243.00)	\$0.00	(\$1,000.00)	(\$1,243.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$7,303.00)	\$3,365.00	\$0.00	(\$3,938.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$224.00)	\$7.00	\$0.00	(\$217.00)
simplifile	Simplifile - eRecording	(\$332.00)	\$2,512.00	(\$2,457.00)	(\$277.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,213.20)	\$0.00	\$0.00	(\$1,213.20)
Totals		(\$18,184.47)	\$6,780.40	(\$3,997.00)	(\$15,401.07)

ARF-1141

4- 0

Regular BOS Meeting

Meeting Date: 03/20/2012

Reporting Period: Payson Regional Constable Monthly Report for February 2012

Submitted For: Colt White

Submitted By: Yvonne
House,
Administrative
Clerk Senior,
Constable -
Payson

Information

Subject

Payson Regional Constable Monthly Report for February 2012

Suggested Motion

Approval of the February 2012 monthly departmental activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthly Report 02/12

David Vaughn
Deputy Constable



Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

February 2012 **MONTHLY REPORT**

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

March 1st, 2012

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

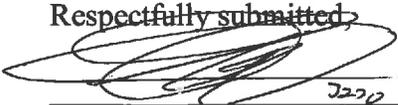
PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **February, 2012**, the Payson Regional Constable's Office:

- ◆ Received a total of **107** papers for service
- ◆ Drove a total of **1,704** miles
- ◆ Collected a total of **\$1,674.50** as follows:

Check Total	\$814.00
Cash Total	<u>860.50</u>
Total Deposited	\$ 1,674.50
#275 returned check from Carlos Aguirre on 12/29/11 (\$ 56.00)	
Less Writ Fee (2 @ \$5.00/each) Collected (Check #2287/Treasurer's Receipt #98333)	<u>(\$ 10.00)</u>
Paid to General Fund (Check #2288/Treasurer's Receipt #98334)	\$ 1,608.50
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>\$ 2,483.50</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	FEES COLLECTED	2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
2010				2011			
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
SEPTEMBER	150	2,010	\$2,702.90	SEPTEMBER	217	1,805	\$2,410.45
OCTOBER	207	2,367	\$2,507.40	OCTOBER	166	1,766	\$2,668.20
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER	148	2,183	\$2,018.40
DECEMBER	206	2,258	\$2,770.85	DECEMBER	170	2,330	\$2,100.70
JANUARY2011	194	1,885	\$3,337.42	JANUARY 2012	166	2,335	\$2,746.10
FEBRUARY	183	1,519	\$3,123.40	FEBRUARY 2012	107	1,704	\$1,674.50
COMPARISON TOTAL	1,524	15,418	\$24,926.17	COMPARISON TOTAL	1,266	15,202	\$18,519.63
				Difference	-258	-216	-\$6,406.64
2011				2012			
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			
YEAR TOTAL:	2,186	22,390	\$38,514.58	YEAR TOTAL:	1,266	15,202	\$18,519.63

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				MONTH	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
2/1/2012	#748476	\$69.00	2011CV529	Olsen, Ted - Alfonso's Mexican Restaurant (Garnishee)	Luna, Ivan
2/1/2012	#748477	\$46.00	2012CV90FD	Solberg, Margaret & Eugene	Foltz, Curtis & Sherry
2/2/2012	#35677	\$77.00	2012CV37	Cedar Grove MHP LLC (Williams, Zinman & Parham)	Mouritsen, Carolyn & John & Jane Does I-X
2/3/2012	#748748	\$96.25	2012CV93OV	Steel, Dwayne & Beverly	Schroeder, Laura
2/7/2012	#748479	\$5.00	12-40001	Crawford, Lisa C. Trustee of Helen McKitrick Trust	Baker, Barbara
2/7/2012	#2254234691	\$69.00	2011CV223OV	Capital One Bank JPMorgan Chase (Garnishee) (Lawgistic)	Okander, Allen B.
2/7/2012	#2254234691	\$69.00	2011CV556OV	Capital One Bank JPMorgan Chase (Garnishee) (Lawgistic)	O'Donnell, Debra & Royce
2/7/2012	#2254234691	\$69.00	2011CV203OV	Capital One Bank Desert Schools FCU (Garnishee) (Lawgistic)	daCosta, Bret & Tracy
2/9/2012	#748480	\$40.25	2012CV106OV	Hannigan, Michael	Ross, Adrian & Nancy
2/9/2012	#748481	\$40.00	2012CV107IH	Hernandez, Rosalba	minor c/o Annissa Micolites, mother
2/10/2012	#748482	\$46.00	2012CV108FD	Howell, Paul A.	Martinez, JoAnn & Rios, Jasen
2/10/2012	#7947	\$40.00	None	Federal Home Loan Mortgage Corp. (AAA)	Sylvester, Barry
2/10/2012	#748483	\$40.00	2012CV117IH	Alatriz, Leticia	Laborin, Evelyn
2/10/2012	#748483	\$40.00	2012CV115IH	Alatriz-Diaz, Victor Manuel	Laborin, Evelyn
void	#748484				
2/13/2012	#748485	\$96.00	2012CV123IH	Eaton, Loran	Brakefield, Scott
2/15/2012	#748486/4912	\$8.00	2012CV45OV	Labertew, Tanya	White, Breazi
2/15/2012	#748487	\$40.00	DO201200049	Lamb, Martin & Tamera	Ryan, Ashley
2/15/2012	#748488	\$96.00	2012CV129IH	Nudson, Angelica	Cline, Franklin Pierce
2/15/2012	#748489	\$40.00	2012CV132OV	Smith, Ivan	Goodman, DeJo
2/21/2012	#504409	\$40.00	CV20120028	White, Paul	Holt, Gerrick
void	#748490				
2/21/2012	#748491/4639	\$46.00	2012CV136FD	R & H Boulder & Granite/Roy Haught	Isit, Mark & Laurie, Michelle
2/21/2012	#748492/14216	\$46.00	2012CV137FD	R & H Boulder & Granite/Roy Haught	Blount, Anthony
2/21/2012	#748493/512083078	\$40.00	2012CV133SC	Mary Francis Holmes & Estate of Brody E Holmes	Ron & Sharon Sutton
2/21/2012	#2256141652	\$64.00	2012CV15	Capital One Bank (Logistic Partners)	Landers, David E. and Jane Doe
2/23/2012	#748494	\$40.00	2012CV141IH	Teetsel, Fredric	Giarrizzo, Jason
2/27/2012	#748495	\$40.00	2012CV166IH	Lofano, David	Valencia, Andy
2/27/2012	#748496/404145170	\$24.00	2012CV133SC	Mary Francis Holmes & Estate of Brody E Holmes	Sutton, Sharon
2/27/2012	#748497/1338	\$46.00	2012CV169FD	Richard Glissendorf/Paul Howell	Martinez, JoAnn & Rios, Jasen
2/27/2012	#5698	\$56.00	CV2011-00101	Linda Sue Morris and Richard Allen (Pd by DL Inv and Att)	Rim Country Rehab, Inc dba Rim Country Health

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



Date: 3/1/2012

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

2/1/2012 TO 2/29/2012

Number of Cases	Description
3	Civil Complaint (Fee)
3	Injunction Against Harassment (Fee Waived By Ct) (Fee)
9	Injunction Against Harassment (Fee)
1	Notice To Vacate (Fee)
1	Petition For Granparents Visitation (Fee)
1	Subpoena Duces Tecum; Notice Of Deposition (Fee)
2	Summons & Complaint Contract (Fee)
2	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
6	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
2	Amended Order of Protection
2	Notice Of Hearing Prior To Injunction Against Harassment
6	Notice To Appear; Petition
10	Order Of Protection

Date: 3/1/2012

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

2/1/2012 TO 2/29/2012

Number of Cases	Description
2	Order To Show Cause
38	Subpoena
6	Summons
11	Summons & Complaint
<hr/>	
Total Number of Fee Services	30
Total Number of Non Fee Services	77
Total Number of Services	107

PAYSON REGIONAL CONSTABLE

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER
2/1/2012 TO 2/29/2012

Date: 3/5/2012

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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
2/1/2012	2/3/2012	2012CV90FD	Margaret & Eugene Solberg	Curtis & Sherry Foltz	Bridgette M. Anderson	\$46.00	748477	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Curtis & Sherry Foltz	211 S. Canpar Way Payson, AZ 85541	211 S. Canpar Way Star Valley, AZ 85541	\$46.00			3
2/1/2012	2/3/2012	2011CV529FD	Ted Olsen	Alfonso's Mexican Food III LLC, Jose Luna-Vasquez aka Jose R. Luna	Ivan Luna	\$69.00	748476	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Ivan Luna	510 S. Beeline Hwy Payson, AZ 85541	510 S. Beeline Highway Payson, AZ 85541	\$69.00			1
2/2/2012	2/3/2012	2012CV37	Cedar Grove MHP, LLC	Carolyn Mouritsen & John & Jane Does I-X	Carolyn Mouritsen	\$77.00	35677	Payson Regional Justice Court	0
		Writ Of Restitution	Carolyn Mouritsen & John & Jane Does I-X	703 E. Frontier Street, Unit 24 Payson, AZ 85541	212 W. Forest Drive Payson, AZ 85541	\$77.00			3
2/3/2012	2/8/2012	2012CV93OV	Dwayne & Beverly Steel	Laura A. Schroeder	Laura A. Schroeder	\$96.25	748478	Payson Regional Justice Court	0
		Civil Complaint	Laura A. Schroeder	270 Old Hwy 188 Tonto Basin, AZ 85545	270 Old Hwy 188 Tonto Basin, AZ 85545	\$96.25			1
2/7/2012	2/7/2012	2012CV94-IH	Michael Francis Hannigan	Adrian Glynn Ross	Adrian Glynn Ross	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Adrian Glynn Ross	405 S. Ponderosa Payson, AZ 85541	405 S. Ponderosa Payson, AZ 85541	\$0.00			1
2/9/2012	2/13/2012	2012CV106-OV	Michael Francis Hannigan	Adrian Glynn Ross Nancy Ross	Adrian Glynn Ross	\$40.25	748480	Payson Regional Justice Court	0
		Civil Complaint	Adrian Glynn Ross Nancy Ross	405 S. Ponderosa Payson, AZ 85541	405 S. Ponderosa Payson, AZ 85541	\$40.25			2
2/9/2012	2/9/2012	2012CV107IH	Rosalba Hernandez	minor	minor	\$40.00	748481	Payson Regional Justice Court	0
		Injunction Against Harassment	minor	c/o Annisa Micolites, mother 190 Cornerstone Way #36 Payson, AZ 85541	c/o Annisa Micolites, mother 190 Cornerstone Way #36 Payson, AZ 85541	\$40.00			1
2/10/2012	2/10/2012	2012CV108-FD	Paul A. Howell	Jo Anna Martinez /Jason Rios	Jo Anna Martinez	\$46.00	748482	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jo Anna Martinez /Jason Rios	300 W. Bonita Street, #15 Payson, AZ 85541	300 W. Bonita Street, #15 Payson, AZ 85541	\$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

2/1/2012 TO 2/29/2012

Date: 3/5/2012

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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
2/10/2012	2/13/2012	None	Federal Home Loan Mortgage Corporation	Barry Sylvester	Luna F. Musselman	\$40.00	7947		0
		Notice To Vacate	Barry Sylvester	516 Jones Drive Payson, AZ 85541	516 W. Jones Drive Payson, AZ 85541-3038	\$40.00			1
2/10/2012	2/10/2012	2012CV117-IH	Leticia Alatriz	Evelyn Mazon Laborin	Evelyn Mazon Laborin	\$40.00	748483	Payson Regional Justice Court	0
		Injunction Against Harassment	Evelyn Mazon Laborin	708 E. Frontier Street Payson, AZ 85541	1304 N. 87, #34 Payson, AZ 85541	\$40.00			1
2/10/2012	2/10/2012	2012CV115-IH	Victor Manuel Diaz-Alatriz	Evelyn Mazon Laborin	Evelyn Mazon Laborin	\$40.00	748483	Payson Regional Justice Court	0
		Injunction Against Harassment	Evelyn Mazon Laborin	708 E. Frontier Street Payson, AZ 85541	1304 N. 87, #34 Payson, AZ 85541	\$40.00			1
2/13/2012	2/13/2012	2012CV123-IH	Loran Eaton	Scott M. Brakefield	Scott M. Brakefield	\$96.00	748485	Payson Regional Justice Court	0
		Injunction Against Harassment	Scott M. Brakefield	196 Desert Road Drive Tonto Basin, AZ 85553	196 Desert Road Drive Tonto Basin, AZ 85553	\$96.00			1
2/15/2012	2/17/2012	DO201200049	Martin & Tamera Lamb	Ashley Greg Ryan	Ashley Greg Ryan	\$40.00	748487	Gila County Superior Court	0
		Petition For Granparents Visitation	Ashley Greg Ryan	105 Lonesome Dove Trail Payson, AZ 85541	400 E. Hwy 260 Payson, AZ 85541	\$40.00			2
2/15/2012	2/17/2012	2012CV129IH	Angelica Nudson	Franklin Pierce Cline	Franklin Pierce Cline	\$96.00	748488	Payson Regional Justice Court	0
		Injunction Against Harassment	Franklin Pierce Cline	457 S. Old Hwy 188 Tonto Basin, AZ 85553	457 S. Old Hwy 188 Tonto Basin, AZ 85553	\$96.00			1
2/15/2012	2/17/2012	2012CV132-OV	Ivan Smith	DeJo Goodman	DeJo Goodman	\$40.00	748489	Payson Justice Court	0
		Civil Complaint	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541	108 w main Payson, AZ 85541	\$40.00			2
2/21/2012	2/22/2012	877CV20120028	Paul White	Gerrick Kenneth Holt	Gerrick Kenneth Holt	\$40.00	504409	Buckeye Magistrate Court	0
		Injunction Against Harassment	Gerrick Kenneth Holt	1121 N William Tell Cir Payson, AZ 85541	1121 N William Tell Cir Payson, AZ 85541	\$40.00			3
2/21/2012	2/24/2012	2012CV137-FD	Star Valley Investments/Roy Haught	Anthony James Blount	Posted-front door	\$46.00	748492/14216	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Anthony James Blount	3696 E SR 260 Bldg C Star Valley, AZ 85541	3696 E. SR 260 Bldg C , Star Valley AZ	\$46.00			2
2/21/2012	2/27/2012	2012CV133-SC	Mary Frances Holmes & Estate of Brody E. Holmes	Ronnie Ray Sutton	Ronnie Ray Sutton	\$40.00	748493/51208 3078	Payson Regional Justice Court	0
		Summons & Complaint Contract	Ronnie Ray Sutton & Sharon Sutton	706 S Oak St Payson, AZ 85541	706 S Oak St Payson, AZ 85541	\$40.00			1
2/21/2012	2/27/2012	2012CV133-SC	Mary Frances Holmes & Estate of Brody E. Holmes	Sharon Sutton	Ronnie Ray Sutton	\$24.00	404145170	Payson Regional Justice Court	0
		Summons & Complaint Contract	Ronnie Ray Sutton & Sharon Sutton	706 S Oak St Payson, AZ 85541	706 S Oak St Payson, AZ 85541	\$24.00			1
2/21/2012	2/24/2012	2012CV136-FD	R&H Boulder & Granite, LLC, c/o Roy Haught	Mark Isit & Michelle Laurie	Mark Isit	\$46.00	748491/4639	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Mark Isit & Michelle Laurie	3760 E SR 260 #10 Star Valley, AZ 85541	3760 E. Hwy 260, #10 Star Valley, AZ 85541	\$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

2/1/2012 TO 2/29/2012

Date: 3/5/2012

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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
2/23/2012	2/23/2012	2012CV141-IH Injunction Against Harassment	Fredric Teetsel Jason Giarrizzo	Jason Giarrizzo 2507 E. Scarlet Bugler Circle Payson, AZ 85541	Jason Giarrizzo 416 S Whisper Ridge Ln Payson, AZ 85541	\$40.00 \$40.00	748494	Payson Regional Justice Court	0 1
2/23/2012	2/24/2012	2012CV143IH Injunction Against Harassment (Fee Waived By Ct)	Ted Mushro Veronica (Roni) Leanne Lagle	Veronica (Roni) Leanne Lagle Homeless ,	Veronica (Roni) Leanne Lagle 101 N. Beeline Hwy Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
2/27/2012	2/27/2012	2012CV165IH Injunction Against Harassment (Fee Waived By Ct)	Jammie Seeley Paula Lynn White	Paula Lynn White 1004 W. Summitt Payson, AZ 85541	Paula Lynn White 902 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
2/27/2012	2/29/2012	CV 2011-00101 Subpoena Duces Tecum; Notice Of Deposition	Linda Sue Morris & Richard Allen Morris, husband and wife Rim Country Rehab, Inc., an AZ Corporation, dba Rim Country Health & Retirement Community; John & Jane Does 1-3; ABC & XYZ Corp. 1-3;	Statclinix Urgent Care, Deborah Hite, Office Manager 101 E. Highway 260, Ste. G Payson, AZ 85541	Statclinix Urgent Care, Deborah Hite, Office Manager 101 E. Highway 260, Ste. G Payson, AZ 85541	\$56.00 \$56.00	5698	Superior Court Gila County	0 1
2/27/2012	2/29/2012	CV 201200011 Summons & Complaint; Certificate Of Compulsory Arbitration	Payson Regional Medical Center Shayla Rose John & Jane Does 1-X & John Doe Rose, husband and wife;	Shayla Rose 659 Del Chi Dr Tonto Basin, AZ 85553	Shayla Rose 659 Del Chi Dr Tonto Basin, AZ 85553	\$96.00 \$96.00	26718	Superior Court Gila County	0 1
2/27/2012	2/29/2012	CV 201200011 Summons & Complaint; Certificate Of Compulsory Arbitration	Payson Regional Medical Center Shayla Rose John & Jane Does 1-X & John Doe Rose, husband and wife;	John Doe Rose 659 E Del Chi Dr Tonto Basin, AZ 85553	Bryce Rose 659 E Del Chi Dr Tonto Basin, AZ 85553	\$24.00 \$24.00	26718	Superior Court Gila County	0 1
2/27/2012	2/27/2012	2012CV166IH Injunction Against Harassment	David Michael Lofano Andres (Andy) Galvan Valencia	Andres (Andy) Galvan Valencia 190 Cornerstone Way, Space #4 Star Valley, AZ 85541	Andres (Andy) Galvan Valencia 190 Cornerstone Way, Space #4 Star Valley, AZ 85541	\$40.00 \$40.00	748495	Payson Regional Justice Court	0 3
2/27/2012	2/29/2012	2012CV169FD Summons & Complaint-Forcible Detainer	Richard Glissendorf /Paul Howell Jo Anna Martinez /Jason Rios	Jo Anna Martinez /Jason Rios 300 W. Bonita Street, #15 Payson, AZ 85541	Jo Anna Martinez 300 W. Bonita Street, #15 Payson, AZ 85541	\$46.00 \$46.00	748497/1338	Payson Regional Justice Court	0 1
2/28/2012	2/29/2012	2012CV171FD Summons & Complaint-Forcible Detainer	Talbert W. Bernard Steve Redondo	Steve Redondo 1500 N. Bradley Drive Payson, AZ 85541	Steve Redondo 1500 N. Bradley Drive Payson, AZ 85541	\$46.00 \$46.00	748498	Payson Regional Justice Court	0 1
2/28/2012	2/28/2012	2012CV172IH Injunction Against Harassment	Marilyn Patterson Hector Felix	Hector Felix 207 N. Whiting Payson, AZ 85541	Hector Felix 207 N. Whiting Payson, AZ 85541	\$40.00 \$40.00	748499	Payson Regional Justice Court	0 2

PAYSON REGIONAL CONSTABLE

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ITEMIZED SERVICES by DATE RECEIVED
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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
2/1/2012	2/1/2012	D0201100415 Order Of Protection	Laci Danielle Franks Patrick Alan Franks	Patrick Alan Franks 108 W Main Street Payson, az 85541	Patrick Alan Franks 108 W Main Street Payson, az 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
2/2/2012	2/6/2012	CR201200044 Summons & Complaint	State of Arizona Marisa Olivia Herrera	Marisa Olivia Herrera 607 S. Beeline Hwy, #18 Payson, AZ 85541	Marisa Olivia Herrera 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 3
2/3/2012	2/3/2012	2011CR139 Subpoena	State of Arizona Valynda Sue Belcher	Payson Police Department, Sgt. Jason Hazelo 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
2/3/2012	2/3/2012	2011CR139 Subpoena	State of Arizona Valynda Sue Belcher	Payson Police Department, Ofc. J. LaManna 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
2/3/2012	2/3/2012	2011TR1585 Subpoena	State of Arizona Nicholas Ryan Blazer	GCSO, Deputy L. Kerszykowski 108 W. Main Street Payson, AZ 85541	GCSO, Deputy L. Kerszykowski 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
2/6/2012	2/6/2012	JV2011-3; Petition 2012-1 Notice To Appear; Petition	State of Arizona minor minor	minor c/o Enrique & Frances Gonzales, parents 8112 Cherry Ann Lane Mesa Del Payson, AZ 85541	Enrique "Rick" Gonzales, Sr. 8112 W. Cherry Ann Lane Mesa Del Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
2/6/2012	2/6/2012	JV2012-012; Petition 2012-1 Notice To Appear; Petition	State of Arizona minor minor	minor c/o Michael Mitchell, father 600 S. Oak Street, #4 Payson, AZ 85541	Michael Mitchell 600 S. Oak Street, #4 Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
2/7/2012	2/8/2012	2012TR012059 Subpoena	State of Arizona Paul Bates	Payson Police Department, Officer J. Johnson Payson Police Department 303 N Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
2/7/2012	2/7/2012	2012CV97-OP Order Of Protection	Dianna R. Haas Mark Sochor	Mark Sochor 110 W. Airport Road, Apt. #24 Payson, AZ 85541	Mark Sochor 110 W. Airport Road, Apt. #24 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

ITEMIZED SERVICES by DATE RECEIVED

2/1/2012 TO 2/29/2012

Date: 3/1/2012

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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
2/8/2012	2/8/2012	2012CV101-OP	Martin Douglas Slover	Claudia Slover	Claudia Slover	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Claudia Slover	404 W. Bridle Path Lane Payson, AZ 85541	404 W. Bridle Path Lane Payson, AZ 85541	\$0.00			4
2/8/2012	2/8/2012	2012TC12010	State of Arizona	Christopher Schwanbeck	Christopher Schwanbeck	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Christopher Schwanbeck	214 W. Midway Payson, AZ 85541	214 W. Midway Payson, AZ 85541	\$0.00			1
2/8/2012	2/10/2012	2012TR012035	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Mark Susan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/8/2012	2/13/2012	2012TC012007	State of Arizona	Payson Library, Terry Morris	Payson Library, Terry Morris	\$0.00		Payson Magistrate Court	0
		Subpoena	Randi Murphy	328 N. McLane Road Payson, AZ 85541	328 N. McLane Road Payson, AZ 85541	\$0.00			2
2/9/2012	2/10/2012	JV2012-13; Petition 2012-1	State of Arizona	[REDACTED] minor c/o Amber Long, mother	Amber Long	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[REDACTED] minor	105 E. Main Street, Apt. 202 Payson, AZ 85541	105 E. Main Street, Apt. 202 Payson, AZ 85541	\$0.00			1
2/9/2012	2/10/2012	JV2012-14; Petition 2012-1	State of Arizona	[REDACTED] minor c/o Rosa Vasquez, mother	Rosa Vasquez	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[REDACTED] minor	8201 W. Camino Real Payson, AZ 85541	8201 W. Camino Real Payson, AZ 85541	\$0.00			2
2/9/2012	2/10/2012	JV2012-15; Petition 2012-1	State of Arizona	[REDACTED] minor c/o Kathleen Morrissey	Michael Robert Fey	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[REDACTED] minor	610 E. Cherry Lane Payson, AZ 85541	605 E. Cherry Payson, AZ 85541	\$0.00			1
2/10/2012	2/10/2012	2012CR65	State of Arizona	Jordan Leigh Henderson	Jordan Leigh Henderson	\$0.00		Payson Justice Court	0
		Summons & Complaint	Jordan Leigh Henderson	8240 W. Strawberry Drive Pine, AZ 85544	8240 W. Strawberry Drive Pine, AZ 85544	\$0.00			1
2/10/2012	2/10/2012	JV2010-062; Petition 2012-1	State of Arizona	[REDACTED] minor c/o Jesus Osorio-Espinoza, father	Summer Dawn Carroll	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[REDACTED] minor	183454 N. Hwy 87 Payson, AZ 85541	190 Cornerstone #48 Star Valley, AZ 85541	\$0.00			2
2/10/2012	2/13/2012	2011295	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ashley Rose Richardson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/10/2012	2/13/2012	2011295	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ashley Rose Richardson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/10/2012	2/13/2012	2011350	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Carole Ann Selig	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/10/2012	2/13/2012	2011350	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	Payson Police Department, Sgt. Jason Hazelo	\$0.00		Gila County Superior Court	0
		Subpoena	Carole Ann Selig	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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Date: 3/1/2012

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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
2/10/2012	2/13/2012	2012CR052	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Aaron Matthew Bradford	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/10/2012	2/13/2012	2012CR052	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Aaron Matthew Bradford	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/13/2012	2/13/2012	2012CV124-OP	Jennifer Barnett	Scott M. Brakefield	Scott M. Brakefield	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Scott M. Brakefield	196 Desert Road Drive Tonto Basin, AZ 85553	196 Desert Road Drive Tonto Basin, AZ 85553	\$0.00			1
2/13/2012	2/15/2012	2012CR012055	State of Arizona	John Mark (Marcos) Slater	John Mark (Marcos) Slater	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	John Mark (Marcos) Slater	905 N. Beeline Highway, #4 Building A Payson, AZ 85541	905 N. Beeline Highway, #4 Building A Payson, AZ 85541	\$0.00			1
2/14/2012	2/21/2012	2012CV126	Shauna Stevenson	Chuck Ryan	Unserved	\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Chuck Ryan	8118 N. Ash Trl Strawberry, AZ 85544		\$0.00			4
2/14/2012	2/22/2012	2012CV125HA	Shauna Stevenson	LaRita Ryan	Unserved	\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	LaRita Ryan	8118 N. Ash Trl Strawberry, AZ 85544		\$0.00			5
2/14/2012	2/15/2012	2012CR12063	State of Arizona	Nathan Edward Randau	Nathan Edward Randau	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Nathan Edward Randau	1416 N. Sunrise Court Payson, Az 85541	1416 N. Sunrise Court Payson, Az 85541	\$0.00			1
2/14/2012	2/15/2012	2012CR12062	State of Arizona	Austin Kyle Woolf	Tina Frost	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Austin Kyle Woolf	3760 E. Highway 260, Space #4 Payson, AZ 85541	3760 E. Hwy 260, #4 Star Valley, AZ 85541	\$0.00			1
2/14/2012	2/17/2012	2012CR12061	State of Arizona	Veronica Nicole Cotto	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Veronica Nicole Cotto	1101 W. Birchwood Road Payson, AZ 85541		\$0.00			5
2/14/2012	2/14/2012	2012CR12060	State of Arizona	Victor Nazrith Cotto, Jr.	Victor Nazrith Cotto, Jr.	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Victor Nazrith Cotto, Jr.	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1
2/14/2012	2/14/2012	2012CV130-OV	Donald William Sweatt, Jr.	William Sweatt	William Sweatt	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	William Sweatt	5th wheel on Mesa Del Road Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/15/2012	2/15/2012	2011TR002902	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Ernest Bennett	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
2/15/2012	2/17/2012	2012TR000431	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Arika Mangum	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1

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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
2/15/2012	2/17/2012	2012TR012085	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Anne Eichberger	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/16/2012	2/17/2012	CC2012031794000	Veronica Cardinal	Don Rounds	Don Rounds	\$0.00		San Marcos Justice Court	0
		Order Of Protection	Don Rounds	8120 W. Mescalero Road Payson, AZ 85541	108 S. Beeline Hwy Payson, AZ 85541	\$0.00			1
2/21/2012	2/21/2012	2011TR3301	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brittany Renee Fierros-Craytor	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/21/2012	2/22/2012	2012CR81	State of Arizona	Jeremiah David Christenson	Jeremiah David Christenson	\$0.00		Payson Regional Justice Court	0
		Summons	Jeremiah David Christenson	733 S Tonto Creek Dr Payson, AZ 85541	733 S Tonto Creek Dr Payson, AZ 85541	\$0.00			1
2/21/2012	2/22/2012	2012TR464	State of Arizona	Clinton Joel Godac	Angela Godac	\$0.00		Payson Regional Justice Court	0
		Summons	Clinton Joel Godac	214 Mountain View Road Star Valley, AZ 85541	214 N Mt Veiv Star Valley, AZ 85541	\$0.00			2
2/21/2012	2/22/2012	2012CR80	State of Arizona	Weslee Duke Sexton	Gary Sexton	\$0.00		Payson Regional Justice Court	0
		Summons	Weslee Duke Sexton	Lucky Dog Ranch 9318 W. Gibson Ranch Road, Round Valley Payson, AZ 85541	Lucky Dog Ranch 9318 W. Gibson Ranch Road, Round Valley Payson, AZ 85541	\$0.00			2
2/21/2012	2/27/2012	2012CR79	State of Arizona	Matthew Lee Cox	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Matthew Lee Cox	305 E Mckamey St Payson, AZ 85541		\$0.00			5
2/21/2012	2/22/2012	J-040-CR-2012000082	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Bourgeois	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/21/2012	2/21/2012	2012CV135OP	Jason Phillimore	Deidre Montijo	Deidre Montijo	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Deidre Montijo	205 E. Phoenix Street Payson, AZ 85541	205 E. Phoenix Street Payson, AZ 85541	\$0.00			1
2/22/2012	2/27/2012	2011CR12504	State of Arizona	Sierra Suzanne Watkins	Sierra Suzanne Watkins	\$0.00		Payson Magistrate Court	0
		Subpoena	Rose M. Durst	905 S Mclane Rd #9 Payson, AZ 85541	201 W. Pinon Circle Payson, AZ 85541	\$0.00			4
2/22/2012	2/27/2012	2011CR12505	State of Arizona	Jessica Marie Martin	Jessica Marie Martin	\$0.00		Payson Magistrate Court	0
		Subpoena	Jonathan Beyer	2900 W Graff Road Payson, AZ 85541	2900 W Graff Road Payson, AZ 85541	\$0.00			2
2/22/2012	2/24/2012	2011CR12504	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Rose M. Durst	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2012	2/24/2012	2011CR12505	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Jonathan Beyer	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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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
2/22/2012	2/24/2012	2011CR12505	State of Arizona	Payson Police Department, SGT. D. Faust	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Jonathan Beyer	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2012	2/27/2012	2012CR052	State of Arizona	Aaron Shane Davis	Aaron Shane Davis	\$0.00		Payson Regional Justice Court	0
		Subpoena	Aaron Matthew Bradford	207 W. Elm Payson, AZ 85541	1000 W. Country Club Drive Green Valley Park Payson, AZ 85541	\$0.00			3
2/22/2012	2/24/2012	J-0404-CR-2012000062	State of Arizona	Robert A. Willig	Robert A. Willig	\$0.00		Payson Regional Justice Court	0
		Summons	Robert A. Willig	1015 S. Stover Road Payson, AZ 85541	302 S. Goodnow Road Payson, AZ 85541	\$0.00			1
2/23/2012	2/24/2012	2012TR015008	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Star Valley Magistrate Court	0
		Subpoena	Wayne VanHorn	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/23/2012	2/24/2012	2012TR000297	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Zenisek	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/23/2012	2/24/2012	2012TR000403	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brent S. Beckham	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/23/2012	2/24/2012	2012TR000395	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	David Eric Mikulak	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
2/24/2012	2/27/2012	2012CR12053	State of Arizona	Christopher Adam Johnson	Unserved	\$0.00		Payson Magistrate Court	0
		Order To Show Cause	Christopher Adam Johnson	511 S. Colcord Road, Unit C Payson, AZ 85541		\$0.00			5
2/24/2012	2/24/2012	DO201200056	Nancy Taylor	Dacey Lane Taylor	Dacey Lane Taylor	\$0.00		Gila County Superior Court	0
		Order Of Protection	Dacey Lane Taylor	349 W. Round Valley Trail Round Valley Payson, AZ 85541	Green Valley Park 1000 W. Lake Payson, AZ 85541	\$0.00			1
2/24/2012		2007CR12379	State of Arizona	Camn C. Boal		\$0.00		Payson Magistrate Court	0
		Order To Show Cause	Camn C. Boal	206 W. Main Street, #5 Payson, AZ 85541		\$0.00			0
2/27/2012	2/27/2012	2012CV167OP	Leah Christenson	Larry R Bauman, II	Larry R Bauman, II	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Larry R Bauman, II	206 S Ash Street Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	\$0.00			1
2/27/2012		CR2012-00079	State of Arizona	Curt Alan Sahlsten, Jr.		\$0.00		Gila County Superior Court	0
		Summons	Curt Alan Sahlsten, Jr.	9318 W. Gibson Ranch Road Payson, AZ 85541		\$0.00			0
2/27/2012	2/27/2012	2012CV168OP	Stephanie Bigelow	Anthony Pepera	Anthony Pepera	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Anthony Pepera	121 E. Cedar Payson, AZ 85541	1313 N. Woodland Payson, AZ 85541	\$0.00			3
2/27/2012	2/27/2012	DO2011100174	Krystal Long	Nicholas Malucci	Nicholas Malucci	\$0.00		Gila County Superior Court	0
		Amended Order of Protection	Nicholas Malucci	300 N. Beeline Hwy Payson, AZ 85541	300 N. Beeline Hwy Payson, AZ 85541	\$0.00			1

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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
2/28/2012	2/29/2012	CR2011099	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	Payson Police Department, Sgt.Ofc. J. Varga	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	CR2011099	State of Arizona	Payson Police Department, Ofc. B. Hoffman	Payson Police Department, Ofc. B. Hoffman	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	2012TR12118	State of Arizona	Jacob Weldon Cannon	Sarah Hummer	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jacob Weldon Cannon	1100 W. Chatham Drive Payson, AZ 85541	1100 W. Chatham Drive Payson, AZ 85541	\$0.00			1
2/28/2012		2012CR12070	State of Arizona	Richard Franklin Thiele, III		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Richard Franklin Thiele, III	114 W. Elm Street Payson, AZ 85541		\$0.00			0
2/28/2012		2012CR012071	State of Arizona	Steven Joseph Scott		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Steven Joseph Scott	806 W. Bridle Path Lane Payson, AZ 85541		\$0.00			0
2/28/2012		CR201099	State of Arizona	Marlow Galloway		\$0.00		Gila County Superior Court	0
		Subpoena	Marlow Galloway	600 W. Bridle Path Lane Payson, AZ 85541		\$0.00			0
2/28/2012	2/29/2012	CR2011099	State of Arizona	Shelby Galloway	Shelby Galloway	\$0.00		Gila County Superior Court	0
		Subpoena	Shelby Galloway	600 W. Bridle Path Lane Payson, AZ 85541	600 W. Bridle Path Lane Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	CR2011099	State of Arizona	Payson Police Department, Ofc. M. Hillegas	Payson Police Department, Ofc. M. Hillegas	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	CR2011099	State of Arizona	Payson Police Department, Ofc. J. Slaughter	Payson Police Department, Ofc. J. Slaughter	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	2012CR82	State of Arizona	GCSO, Jacob Delecki	GCSO, Jacob Delecki	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Bourgeois	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	2011TR2838	State of Arizona	GCSO, Deputy C. Maxwell	GCSO, Deputy C. Maxwell	\$0.00		Payson Regional Justice Court	0
		Subpoena	Stephen M. Denzler	GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00			1
2/28/2012	2/29/2012	2011TR2838	State of Arizona	Department of Public Safety, Ofc. J.E. Oestmann	Department of Public Safety, Ofc. J.E. Oestmann	\$0.00		Payson Regional Justice Court	0
		Subpoena	Stephen M. Denzler	Department of Public Safety-Payson Office ,	Department of Public Safety-Payson Office ,	\$0.00			1
2/28/2012		D201100297	Kerrey J. Johnson	Joshua Bruce Johnson		\$0.00		Superior Court Gila County	0
		Amended Order of Protection	Joshua Bruce Johnson	Gila County Sheriff's Office ,		\$0.00			0

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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
2/29/2012		2012TR012104	State of Arizona	Payson Police Department, Ofc. L. Ortiz		\$0.00		Payson Magistrate Court	0
		Subpoena	David Cleveland	303 N. Beeline Highway Payson, AZ 85541		\$0.00			0
2/29/2012		2011TC12045,46,43	State of Arizona	Payson Library, Terry Morris		\$0.00		Payson Magistrate Court	0
		Subpoena	Brandy Reynolds	328 N. McLane Road Payson, AZ 85541		\$0.00			0

MILEAGE FOR THE MONTH February 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
2/1	35		101	
2/2	32			
2/3	36		62	
2/6	32		75	
2/7	36			
2/8	40		91	
2/9	30			
2/10	25		84	
2/13	25		83	
2/14	41			
2/15	32		103	
2/16				
2/17	31		136	
2/21	31		87	
2/22	30		82	
2/23	29			
2/24	32		37	
2/27	30		55	
2/28	36			
2/29	42		83	
DAYS	625		1079	

**Total Miles Driven By
The Constable's Office**

1704

Month

2012

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 3/1/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics, standards + Treasurer Board Writ fees collected

Account Code	Revenue Description	Amount
T-9162061	CESTB- writ fees collected for February 2012	10 00
	2 @ * 500	
	ck# 2287, 3/1/2012	
		10 00

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98333

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2287
91-58771221 6128
0703680454

DATE 3/1/12

PAY TO THE ORDER OF Gila County Treasurer \$ 1000
Ten and no/100 DOLLARS

 Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ Fees collected - Feb 2012 

⑈0000002287⑈ ⑆22805278⑆ 0703680454⑈

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 3/1/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees collected for the month of February 2012

Account Code	Revenue Description	Amount
1005-324-3405.80	service fees collected	1,608 50
X 1005-01-32400-4614	02/01/2012 thru 02/29/2012	
	ck# 2288, 03/01/2012	
		1,608 50

Authorized Signature  Title P.R.C.O. #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98334

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2288
91-527/1221 6128
0703680454

DATE 3/1/12

PAY TO THE ORDER OF Gila County Treasurer \$ 1608⁵⁰
one thousand six hundred eight dollars + 50/100 DOLLARS

FOR Service fees collected for month Feb-2012  3270

WELLS FARGO Wells Fargo Bank, N.A. Arizona wells.fargo.com

⑈0000002288⑈ ⑆22205278⑆ 0703680454⑈

ARF-1149

4- P

Regular BOS Meeting

Meeting Date: 03/20/2012

Reporting Period: Approval of the February 28, 2012, and March 6, 2012, BOS Meeting Minutes

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS
Submitted By: Marian Sheppard, Chief Deputy Clerk, BOS, Clerk of the Board of Supervisors

Information

Subject

Approval of the February 28, 2012, and March 6, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the February 28, 2012, and March 6, 2012, BOS meeting minutes.

Attachments

02-28-12 BOS Meeting Minutes

03-06-12 BOS Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: February 28, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman; Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; Marilyn Brewer, Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a work session and special meeting at 10:25 a.m. (due to technical issues) this date in the Board of Supervisors hearing room. Berthan DeNero led the Pledge of Allegiance.

2. Work Session Item - Information/Discussion regarding Staff Projects Work Plan for 2012 and recap for 2011 accomplishments.

Don McDaniel, County Manager, provided the Board with a recap of the accomplishments for 2011, the highlights of which included the following: 1) the Finance Department is now current on its audits up to 2011 and also provides monthly financial updates; 2) three new policies are now in place, which include a procurement policy for contracting, the banking policy and the authorized positions policy; 3) an employee positions list has been established and is now being adopted as part of the budget and cannot be changed without authorization by the Board; 4) the strategic plan is in place and is being used in conjunction with the staff performance plans; 5) a new approach for performance plans and appraisals has been undertaken; 6) there are now written open and competitive recruiting and hiring practices; 6) clarification of reporting relationships between employees has been completed; 7) the Boards, Commissions and Committees (BC&C) report continues to be updated, and the County Manager has assigned responsibility to any division/department head who has staff overseeing a particular BC&C to ensure that the appropriate people are on the committee and that their actions are done in accordance with the law, etc.; and 8) the new website will be ready for review by the middle of March 2012. Mr. McDaniel then reviewed the Staff Projects Work Plan for

2012, which includes the following: 1) the strategic plan will be tied to and implemented with the performance plans and department heads have been advised about their responsibilities as it relates to the strategic plan, and it will be tied to their performance; 2) performance appraisals for all employees will again be conducted in June and every year thereafter; 3) the possibility of some sort of performance pay increase is being reviewed but will depend on the availability of funds; 4) the Merit System Rules and Policies update will continue; 5) work has begun on a Countywide policy manual; 6) the Finance Department is working on written policies for capitalization for fixed assets, travel and related expense reimbursement, credit cards, and the way grants are accepted and administered; 7) the Human Resources Department will clarify many of its procedures/policies by putting them in writing including payroll reporting and particularly a conflict of interest policy that will be distributed to all employees in the form of a questionnaire; 8) the Facilities Security Committee will continue working on securing the buildings and developing policies for same; 9) the budget process will be initiated beginning in April and will include the elected officials and department heads reviewing all authorized positions to determine whether or not their operation could actually run more effectively and more efficiently with fewer people so that any savings could be used for salary increases; 10) due to the formation of the new Arizona Commerce Authority, which was previously the Arizona Department of Commerce, and its new project known as the Arizona Alignment Project, the County will be reviewing its workforce investment areas and look at forming new relationships with other counties and forming workforce investment areas that are different than the one the County currently has with Pinal County; 11) item 10 could also lead to meetings with other counties in regard to economic development and other types of opportunities such as transportation planning, water planning or any of those other issues that are typically considered regional issues; 12) there will be a review of an economic development proposal known as "Vision 20/20, The Foundation for Retention and Expansion of Commerce" in Gila County; 13) follow up continues on the details for the sale of the Gila Community College property in Payson; 14) staff is working on ways to make Gila County more customer service directed and how to improve the organization on a regular basis, which will include staff workshops; 15) an employee merit award system is being reviewed whereby an employee could receive financial enumeration for suggesting cost-cutting measures for Gila County; 16) the whole issue of information management including the dissemination of information to the public is being reviewed, which includes the County website; 17) the Community Services Division and the Health and Emergency Services Division are writing reports on ways of reorganizing those large divisions; 18) the Public Works Division is working on an updated facilities master plan as well as a roadway improvement schedule and maintenance schedule; 19) work continues from the Community Development Division on the Uniform Building Code; and 20) the Elections Department is putting together some information about elections for the upcoming General Election. Supervisor Pastor stated that he thought this plan would move the

County in a positive direction and make the County more transparent and also more accountable to the taxpayers, so he was pleased with the plan. Vice-Chairman Dawson stated that she appreciated having this report and requested that instead of it being an annual report, she would like to have a semi-annual report so the Board is more aware of what is happening. Chairman Martin also thanked Mr. McDaniel for the report. No action was taken by the Board.

3. Work Session Item - Information/Discussion regarding the proposed revisions made to the Gila County Merit System Rules and Policies handbook.

Chairman Martin suggested that the Board review the substantive revisions regarding the proposed Gila County Merit System Rules and Policies handbook; however, Supervisor Pastor stated that he had spent the last week going through the changes and had several pages of questions he would like to address, which was agreed to by the Board. Berthan DeNero, Human Resources (HR) Director, provided the Board with an outline of the 26 policies and reminded the Board that the handbook is only a draft and are just recommendations. She advised that she had now met with each of the elected officials and their deputies as requested by the Board and reviewed the proposed recommendations. Supervisor Pastor stated that since this handbook is going to affect how the Board wants its employees to represent the County and what their rules will be, he requested that an employee team be put together to review it and have their questions answered before it is adopted by the Board. Chairman Martin agreed stating that she would rather take the time to do it right then to take the time to do it over as she did not feel an urgency to do this overnight and if the Board needed to take the time, it should be available to the employees if they want to have input. She also recommended that the proposed draft be placed on the Intranet for all employees to review because this will be affecting a lot of employees and “it may not have the effect they think to start with...and any employee who has a question needs to ask it and have time to get an answer.” Vice-Chairman Dawson said that would be fine with her. Supervisor Pastor inquired if the highlighted items were additions to the draft. Ms. DeNero clarified that those were recommended changes that she specifically wanted to review with the County Manager, which has been done. She also advised that there is a newer draft that will be available for the upcoming March 6th Board meeting based on the County Manager’s response to the highlighted areas. Don McDaniel, County Manager, further clarified that the draft being reviewed by the Board today is not the latest draft referred to by Ms. DeNero and after today’s discussion, it will clearly not go on the March 6th agenda. Vice-Chairman Dawson also requested that this item not be in the March 6th agenda as she would be in Washington, D.C. Supervisor Pastor began his questions with the following:

1) Definitions, number 1.35 on page 3, “Eligible: An employee who has been laid off and is ~~person who has attained a passing score on an examination for a specific class and/or~~ has qualified to be placed on a registry for certification.” He inquired whether this applied to all employees because in another section he read that this was just for classified employees. Ms. DeNero replied that this had to do with when there has been a layoff or reduction in force, the HR Department creates a registry and those laid-off employees are eligible if a position becomes open. Supervisor Pastor stated that further in the document it referred to only County-funded employees and not grant-funded employees and he questioned if that was correct. Ms. DeNero stated that she would have to review Supervisor Pastor’s question and provide an answer at a later time.

2) Definitions, number 1.42 on page 4, “Full-Time: An employee who works 30 hours or more per week.” Supervisor Pastor stated that this was discussed at the last work session; however, he was still unclear on it because if a 30-hour employee worked 37 hours, he/she would question why they are not entitled to 7 hours of overtime when they are classified as a full-time employee. Ms. DeNero explained that an employee would only be entitled to overtime for any hours worked in a week over 40 hours. Supervisor Pastor stated that he would want to take something like that to arbitration because the County is classifying a 30-hour employee as full time; however, later in the draft a full time employee is described as a 40-hour employee, so there is no consistency. He suggested changing the classification. Bryan Chambers, Chief Deputy County Attorney, recommended that a footnote be placed in that Definition stating “for overtime refer to section XX.”

3) Definitions, number 1.67 on page 6, “Register: An official list of Eligibles placed in order of seniority for a particular class or group of classes, ~~placed in order of excellence according to results of the examination,~~ which shall be used by the Appointing Authority for selection for appointments to positions in ~~the~~ County ~~Classified~~ service who were separated by layoff.” Supervisor Pastor questioned the wording “for a particular class or group of classes” and inquired if this meant just seniority in the job title, in the job classification, or is it seniority within the County structure because there are several employees who have worked in several departments and their County seniority might be 10 years, but their classification in whatever class they are in at the time may only be 4 years, so is seniority based on County time, classification time or job time? Ms. DeNero stated that it would depend on the situation and why the register was created. If it was being based on seniority of date of hire going back in terms of County service or if the register was created just for a particular department in a class(es) of positions, then it would be based on class. Supervisor Pastor questioned if an employee was being laid off in one department, would HR look at other registers or does HR look at other openings because Ms. DeNero was indicating that there’s a register for each department or each classification, so could that person be reassigned or moved to another position in another department? Ms. DeNero stated that first and foremost an employee would have to meet the minimum qualifications so the answer to that broad question would be “no.” Chairman Martin stated that it

needs to be made clear that it's not an arbitrary conversation and it's up to somebody's discretion that it's either one or it's the other. Supervisor Pastor then gave the example that if an employee worked at the landfill and could operate all the equipment and was going to be laid off, would he be eligible to be considered to move into an open entry-level position in the Roads Department because he could operate the same equipment and has 13 years seniority with the County? Ms. DeNero stated that HR would not automatically jump to the conclusion that a person was qualified right away even for entry-level positions. Supervisor Pastor stated that he was not saying to automatically be put in a position; however, would an employee be considered? Mr. McDaniel stated that the basic question is the skills to do clerical work in one department of the County are similar to the skills to do clerical work in another, so all those years not depending on the department would make you perhaps eligible. Supervisor Dawson stated, "I don't know that we got there because they are saying that they are eligible to apply. Well so is anybody on earth. So what does my 13 years at the landfill give me in an opening? You're going to have a layoff and my job's gone; what does that do for me in other positions in Gila County?" Mr. McDaniel stated, "Position wise, if it was because of a reorganization or a layoff in a given department, then and only in that department basically that's where it would end. It wouldn't give you any leg up necessarily automatically, but it would from a practical point of view; it would give you a clear leg up. You've been in the organization, you know the equipment, people know your work habits, they know who you are, by the way that can be good and bad, so there is a leg up because you're on the inside looking out rather than the outside looking in. So there is a leg up, but unless there is a countywide reduction in force or layoff that would require HR to look at all those issues and say 'look we're having some reduction in this area, but we have some need over here,' then in fact you could make as a part of the reorganization plan, you could make decisions to take people out of one given department and move them to another given department with the same skill set, but it would have to be a countywide layoff to effect that, not just departmental, because it doesn't open up the whole County to do that. We don't have that responsibility." Supervisor Pastor then inquired if an employee who has been working for the County for a few years got laid off, for example for lack of funding, would HR go outside the County and hire somebody else for another open secretary position or would HR first look at those employees that the County had to let go for lack of funding? Mr. McDaniel stated that's one of the major things that was talked about earlier, about being open and competitive and moving in that direction. He stated, "While we have talked about that in the past, I'm not sure we've always done it that way and we are moving to where every position is open and competitive. So, yes, there have been situations where perhaps people in the organization with some more skills to the department that's hiring have been overlooked for various reasons, so all I can do is probably affirm what you say has happened in the past and convince you that we're not going to do that in the future." Supervisor Pastor replied, "That's what I'm getting at is do our employees who have similar skills,

if other positions open up, have that opportunity to move to that position?” Ms. DeNero replied in the affirmative, provided the employee meets the minimum qualifications. Supervisor Pastor stated that it was his understanding that this hadn’t existed in the past and he questioned who determines the minimum qualifications. Ms. DeNero replied that this has been an area of contention; however, the job descriptions created by Public Sector list the minimum qualifications and that is what is used. Supervisor Pastor stated he understands there was a lot of headache over that whole mess that went on years ago, to which Vice-Chairman Dawson disagreed. She stated that the previous Hay Study allowed for the change in job descriptions in order to secure higher pay for individuals; however, for the market study salary survey that was conducted for Gila County by Public Sector Personnel Consultants that is not true. She wanted employees to let the Board know if they were aware of any verbiage being manipulated in job descriptions. Ms. DeNero assured the Board that job descriptions were not being manipulated; however, a few have been changed minimally to fit a job due to technology changes, job changes or a needs change. Supervisor Pastor inquired if job descriptions are changed, how people are being notified. Ms. DeNero replied that she changes the effective date of the job description itself and there have only been 2-3 in the past 5 years. Supervisor Pastor stated that his earlier comment about the Public Sector study being a mess was because it was a plan that was adopted and then it just got stopped in the middle of the whole process and it didn’t continue because there were some concerns about it, but that was before he was elected into office. Chairman Martin stated that was because Public Sector had some ownership change, direction change and “who the County started out with isn’t who it wound up with” and she, too, had heard a few complaints from employees. Mr. McDaniel stated, “I believe that during the conclusion of Public Sector’s work that once the body of employees and manager in Gila County determined what the ground rules were as established by Public Sector for determining what positions were named, given certain titles and certain pay grades, that there was some manipulation particularly at the top by some of those grades that were finally adopted by Public Sector and the Board. I believe that the grumbling that you continue to hear about a little bit—you may not have heard—I have heard personally, it’s back to that. It’s not that something is still going on and that there’s manipulation. It’s that there was a certain group of people who were reconsidered near the end of their process here and got into positions because everybody figured out here’s how you get more pay. You say ‘Oh, they are in charge of a budget or they supervise X number of people, oh, they do certain things,’ so they changed job descriptions to get that done for a handful of people and I don’t know what that means, 20 or more or less, but somewhere in the neighborhood, and that there are still people who remember that and I don’t have any way of knowing if this is true. I’m telling you what I’ve heard from people, from employees, and they are still harboring that. Those people are still up there, so to speak, and yet in their minds, they don’t belong up there because they took the end of the study and manipulated it.” Supervisor Pastor stated, “That’s kind of what I get all the

time.” Chairman Martin stated, “I’m sure that, in fact, we did breach in a case or two inadvertently and advertently both and I think this is a step towards trying to make it right for everybody, which is also why I’m listening to Supervisor Pastor saying, ‘Let’s take the time it takes to go through this.’” Chairman Martin stated that the Board could have as many work sessions as needed because she had reviewed it, but was certainly not ready for a Board decision.

4) Definitions, number 1.82 on page 7, “Unclassified: A position in the County service which has been designated as unclassified by ARS 11-352 or resolution by the Board of Supervisors ~~because of the nature of its appointment and/or responsibilities which is exempt~~ is not covered by these policies ~~from the provisions of these policies~~ unless otherwise specified.” Supervisor Pastor also noted that included in this conversation is Policy 2—Declaration of Personnel Policy, number 2.8 on page 9, “Exemptions: These policies ~~rules~~ shall apply to all classified positions in the County service. Unclassified positions are not covered by these policies ~~rules~~ unless otherwise specified. Unclassified positions include but are not limited to:

- A. County Administrator (Manager);
- B. Deputy County Administrator (Manager);
- C. Assistant County Administrator (Manager);
- D. Chief Deputy to Elected Officials;
- E. Department Directors;
- F. Deputy Directors, not to exceed three in each department;
- G. One position in each department that reports directly to the director or deputy director as designated by the director and deputy director
- H. Clerk of the Board of Supervisors;
- I. Elected Officials;
- J. Administrative Assistants to Directors/Elected Officials;
- K. Executive secretaries;
- L. Undersheriff;
- M. Deputy County Attorney;
- N. Probationary and temporary employees.”

(Note: Yellow highlighted H-N are unclassified positions proposed to be added.) Supervisor Pastor stated that this policy references ARS 11-352, which states that these changes as noted in Policy 2, number 2.8 on page 9, items H-N highlighted above will be done by a resolution of the Board of Supervisors. ARS 11-352 states the following:

11-352. Adoption of limited county employee merit system by resolution; removal of certain administrative positions by resolution

A. Any county may by resolution of the board adopt a limited county employee merit system for all county appointive officers and employees. Elected officers shall not be included in such a merit system.

B. Any county may by resolution of the board remove certain administrative positions from the county employee merit system. The positions that may be removed from the county employee merit system are:

1. County manager.

2. *Deputy county manager.*
 3. *Assistant county manager.*
 4. *Chief deputies to elected officials.*
 5. *Department directors.*
 6. *Deputy directors, not to exceed three in each department.*
 7. *One position in each department that reports directly to the director or deputy director as designated by the director and deputy director.*
 8. *An administrative position declared exempt after August 8, 1985. The number of positions declared exempt under this paragraph shall not exceed ten per cent of the total number of county appointive officers and employees.*
- C. Any employee who was included as a covered employee in the county employee merit system at the time the employee assumed the employee's present position and whose position becomes exempt under subsection B may elect to remain included under the merit system, but if terminated the employee must be afforded the opportunity to accept another vacant position within the merit system for which the employee is qualified.*

Ms. DeNero stated that her copy did not have “by resolution of the Board of Supervisors” in that definition. Chairman Martin stated that the Board’s proposed draft for Definition 1.82 states, “Unclassified: A position in the County service which has been designated as unclassified by ARS 11-352 or resolution by the Board of Supervisors is not covered by these policies unless otherwise specified.” It was determined that the confusion was due to the fact that the Board was referring to a different draft from the one Ms. DeNero was reviewing, which was the most current draft that the Board did not yet have. Supervisor Pastor again stated for clarification that Definition 1.82, “Unclassified,” references ARS 11-352, and the unclassified positions that Ms. DeNero was proposing to be added to Policy 2, number 2.8, “Exemptions,” (the unclassified positions highlighted as items H-N above) according to ARS 11-352, it states that they should be done by a resolution of the Board and he questioned why Ms. DeNero was adding these positions that have not been adopted by the Board. He asked, “Wouldn’t that have to be done by Board action?” Mr. McDaniel stated that it would have to be done by resolution, but noted that this was just a draft proposal. Supervisor Pastor then inquired about item F in Policy 2.8, (F. Deputy Directors, not to exceed three in each department) and he asked if Gila County has any departments that have 3 deputy directors. Ms. DeNero replied that the Health and Emergency Services Division has 3. Supervisor Pastor then moved to Policy 2.8 G (G. One position in each department that reports directly to the director or deputy director as designated by the director and deputy director) and inquired if that is in addition to all the other positions listed above. Ms. DeNero replied in the affirmative stating that there could be 3 deputy directors plus 1 more that could be unclassified in the same department, as well as an executive secretary. Supervisor Pastor then moved to item H, the proposed addition of Clerk of the Board of Supervisors, and stated that he thought the Deputy County Manager was also the Clerk of the Board of Supervisors (BOS). He noted that there was another employee, who had the title of Clerk of the BOS,

so he questioned which employee was unclassified. Mr. McDaniel noted that the other person was the Chief Deputy Clerk of the BOS. Supervisor Pastor noted that the Chief Deputy Clerk of the BOS was not included in the list. Ms. DeNero stated that was correct as the Deputy County Manager/Clerk position was unclassified, but the Chief Deputy Clerk position was classified. Supervisor Pastor then addressed item J, Administrative Assistants to Directors/Elected Officials, and questioned if those positions were “at will” employees, because he was unclear about “at will,” “classified” and “unclassified,” and “exempt” and “non-exempt.” He understood that the positions listed in A-N (highlighted above) were unclassified positions, which meant that they are exempt from the Merit System Policies. Ms. DeNero explained that to say “exempt” muddies the water because there are exceptions. Mr. Chambers stated that he would explain that when an employee is exempt, they are either covered by FLSA (Fair Labor Standards Act) or not, which refers to an employee either being exempt from overtime and minimum wage laws or not, by concept. Exempt employees are salaried employees and non-exempt, or hourly employees, get overtime. With “classified” and “unclassified,” the unclassified positions are those that are listed in Policy 2.8, items A-N above. They are typically managerial-type positions and are not covered by many of the rules in the Merit System; not all, but many of them. Ms. DeNero added that the key difference is that unclassified positions are not privy to due process, meaning they are not privy to written warnings or due process and are not a protected position. Mr. Chambers stated that employees in unclassified positions don’t have any personnel rights with the Personnel Commission, so if he was laid off from the County Attorney’s Office for whatever reason, he could not go to the Personnel Commission and complain about his layoff being unfair. He then explained that as far as “at will” employees, the County’s policy is that all employees are an “at will” employee by Arizona state statute, which means that “at will” employment allows either party to end the employment relationship with or without cause and that applies to both classified and unclassified. Ms. DeNero added that this means that an employee can quit “at will” and can also be terminated “at will” as long as it is not illegal. Supervisor Pastor stated that he did not think that classified employees realize what “at will” means. Mr. Chambers also noted that by state statute, unclassified positions are limited to 10% of the positions in the County. Supervisor Pastor moved back to the unclassified position as listed in item H, Clerk of the BOS, and the position of Chief Deputy Clerk of the Board because he wanted more clarification. Ms. DeNero referred to Chief Deputies in item D; however, Mr. Chambers corrected her stating that item D specifically refers to Chief Deputies for elected officials and the Clerk of the Board is not an elected official. Supervisor Pastor reiterated that the Chief Deputy Clerk of the BOS then is a classified position and could be let go at will, to which Ms. DeNero agreed, adding “as long as it’s not illegal.” Supervisor Pastor was still unsure about “at will” employees. Mr. Chambers reiterated that all employees are “at will.” Supervisor Pastor stated that he thinks there is a general consensus in the County that employees don’t

know if they are “classified” or “unclassified”, “at will” and “exempt” or “non-exempt.” Chairman Martin stated that if this is true, it’s a good time at the beginning of this process to start putting information on the Intranet so some internal education can be done as this process is being reviewed instead of waiting until the end because if there is confusion amongst the employees, the Board is doing a disservice by not educating them during the process. Mr. McDaniel added that the Merit System Policies can be viewed as a protection for the majority of the employees of the County rather than some sort of onerous set of rules for them. It really is for their protection and gives them some structure and appeal rights if things are done properly.

5) Policy 3, number 3.4 on page 11, Personnel Commission, Supervisor Pastor inquired why item A was being removed from this policy. This is in reference to constituting the resignation of a Commissioner for “A. Absence from three (3) consecutive quarterly meetings.” Ms. DeNero stated that they no longer have consecutive quarterly meetings, but rather meet as needed.

6) Policy 4—Discrimination in Employment, numbers 4.4—Retaliation, and 4.6—Sexual Harassment on pages 13-14. Supervisor Pastor stated that Retaliation is discussed in number 4.4 under the general heading about Reporting a Complaint and it’s a lot wordier and then he questioned why it is repeated again in number 4.6 under the specific title of Sexual Harassment and is not as lengthy? Mr. Chambers stated that when reviewing the policies there were instances where Ms. DeNero had taken out redundancies and it was decided to put them back in because these particular items provide notice to the employees of not just their rights to hearings, but also where the rights end. He felt there was no harm in listing them twice in an area as important as Sexual Harassment and Discrimination. He stated, “We certainly would want to put all supervisors on notice that they wouldn’t want to do anything that’s going to look like retaliation, particularly in this area.” He stated that the County Attorney’s Office is certainly in favor of some redundancy in areas like this so that it’s absolutely clear on what’s acceptable and what’s not acceptable. Supervisor Pastor inquired if item 4.5, “Reporting of a Complaint” refers just to discrimination complaints and sexual harassment complaints or did this cover all complaints because he couldn’t find anywhere else where specific complaints were covered? Chairman Martin stated that this just says “Complaints or Reports of Sexual Harassment.” Supervisor Pastor replied that it is under the Policy for Discrimination so he was looking for something on progressive discipline as he is a strong believer in same. Chairman Martin inquired if Supervisor Pastor thought it needed to be a separate category so an employee could go straight to “how to report a complaint of any kind?” Mr. Chambers stated that the intention is for reporting sexual harassment and there may be a need to clarify it to make sure it’s very clear that it’s just for sexual harassment. Supervisor Pastor suggested that it state “or reports of sexual harassment.” Mr. Chambers stated that he had not thought of that. He also mentioned that if the Board looked at the idea of having a separate vehicle for complaints, it would get into a lot of sticky issues that way, especially in County government where you have a lot of different elected officials where an

employee could be unhappy with their supervisor and how would the elected official feel if an employee could automatically go beyond the elected official and go somewhere else to file a complaint. Supervisor Pastor stated that is addressed later on under disciplinary procedures and reasons for being disciplined in Policy 21.2 on page 66 where 33 items are listed and specifically number 7 where it's based on people not getting along and it is grounds for termination. He questioned if that is where general complaints would fall. Mr. Chambers stated that there is a grievance procedure in some things that might be called complaints and can be addressed there. It's limited and the second one states what it covers and doesn't cover and then there is also the disciplinary section, which is limited as well. If Supervisor Pastor was talking about complaints in general, that is not what is meant in Policy 4.4-4.6. Chairman Martin stated that it needs to say "Discrimination Complaints" or it needs to be clarified more, to which Ms. DeNero agreed. Supervisor Pastor moved back to number 4.5, which is about sexual harassment, and stated that in item B, it states: "After investigation, the Human Resources Director will issue a written finding. If a basis is found for the complaint, the Human Resources Director shall make recommendations of disciplinary action up to and including termination of the offending party in accordance with the provisions of Gila County Merit System Rules and Policies" and questioned if this item was just for discrimination and sexual harassment. Chairman Martin stated that was correct. Supervisor Pastor then continued to number 4.5, item C, and noted where it states, "If no basis is found for the complaint, the complaining employee shall be notified in writing." He questioned the reason that only the complaining employee is notified that no basis was found for the complaint and why the person who the complaint was filed against was not given a written notification as well that no basis was found for the complaint. Ms. DeNero stated that both would be notified. Supervisor Pastor then questioned why the policy stated that only the complaining party would be notified. Chairman Martin stated that it should say "all parties shall be notified." Mr. Chambers stated that there were 2 concepts that the Board should keep in mind. He stated, "This defines what has to happen. The complaining party has to be notified so if some disciplinary action happened against the complaining party and they went to the Personnel Commission to contest that, they might be able to use, based upon this policy, the fact, let's say they weren't notified, they could say, 'well I made this complaint; I was never notified of the result; that was in violation of the policy so Personnel Board, you should have me reinstated or do away with the suspension I have.' So that's how I see this would work in that type of situation. Now practically speaking, when something like this happens, Ms. DeNero is going to notify both parties. The management is also going to be aware of Ms. DeNero's determination in most of these situations, but there may not be a need to actually include that in the policy itself that all of that is going to happen because, say the appointing authority, I mean if they don't get notified what would be the purpose of saying "the establishment of the appointing authority shall be notified?" Here there's no appeal process for the appointing authority

to complain about it so I think as far as the non-complaining party not receiving notice, we may not necessarily need to have that as far as things that might happen further on down the line as far as issues in front of the Personnel Commission. As I'm talking through this, I'm wondering if I may be talking myself out of that." Chairman Martin stated if someone was complaining about her and the complaining party knew there was no valid complaint, but she didn't, she would want to know if there was a valid complaint or not. Mr. Chambers stated that both might be in front of the Personnel Commission and stated that he had just talked himself out of his other comments. Supervisor Pastor stated that if there is a complaint, both parties need to be notified that there was no valid complaint. He stated that a further point is when talking about whether there are grounds for an investigation or not, the complaining party and the party being complained about should be notified that there wasn't sufficient evidence to warrant an investigation. Ms. DeNero stated that typically where there is a complaint that is illegal activity, there will be an investigation. Vice-Chairman Dawson stated that when an investigation is concluded, who knows what the conclusion of the investigation was? Chairman Martin inquired whether she would know or be sitting there wondering. Ms. DeNero stated that she would let both parties know. Chairman Martin stated that it would be up to Ms. DeNero to let the parties know. If wouldn't be up to her; however, she would have the right to know if that was a valid complaint or not against her and at what point would she know? Supervisor Pastor, "Or do you leave me hanging out there and saying 'well, there's nothing valid there, so we're going to go ahead and move on,' and the person says, 'Well, wait a minute, whatever happened to that complaint?'" Supervisor Dawson stated that "Especially, even though this is all confidential, with the way things get taken care of locally, I think the person who is found not guilty has a right to some notice from us that they were found not guilty in the event that it's being spread about." Mr. McDaniel stated that another consideration is that it's a process and there are kind of markers along the way that you don't always get to the point where a person is found not guilty. Chairman Martin stated that she would want to know if it was dropped, too, because she doesn't like a hammer hanging over her head. Mr. McDaniel stated that a decision Ms. DeNero can make may be a decision that the complainant is going to push further so it's not like it's over now. That does not mean it's dropped or over with, but rather that HR is just at a point in the process. Chairman Martin noted that HR would have at least notified her that it was to that point in the process. Mr. McDaniel clarified that he was not speaking about a notification, but rather it is a process that is sometimes never officially concluded. Chairman Martin reiterated that the parties should know where HR is in the process, which Supervisor Pastor stated that was also what he was saying. Mr. McDaniel stated that if the Board is discussing what to put in the policy, he didn't think there was any argument that the wording needs to be changed to include "notification to all of the parties." Ms. DeNero stated, "Also you have to keep in mind the integrity of the investigation. Depending on the complexity of the issue, it's not automatic in any of these things and during

investigations there is confidentiality and no, you're not going to get a status update. It's still under investigation." Supervisor Pastor stated, "That's an update." Ms. DeNero stated, "I'm letting people know you won't get an update. It's an investigation; it's ongoing. Can you make an opinion today? No, and even to public where there's a public records request, it's still under investigation and no, those types of things, they are not public." Chairman Martin stated that knowing that is important. Supervisor Pastor stated that he was not saying it has to come to a decision, but if it's an ongoing investigation, say so. Give the person the opportunity of knowing the HR Department is still reviewing the complaint.

7) Supervisor Pastor also noted that he was going to bring notifying employees up again under Policy 9 on page 24, "Computing and Communication Technology Use and Ethics," and whether the employees will be notified that they their computer is being monitored. He stated, "I understand the confidentiality of a lot of this, but there are avenues to let people know they are being monitored on their computer system, and it was checked out and no concerns were found. Ms. DeNero replied, "It's not your computer and don't be doing anything on it that you shouldn't be doing, so don't worry about it." Supervisor Pastor stated he understood that, but he further questioned, "Doesn't an employee have the right to know they will be monitored?" Ms. DeNero replied, "No, you will be monitored on your computer. It's Gila County's equipment and you don't have a right to privacy with them." Supervisor Pastor stated that these are things that need to be answered because there's a yellow highlighted area that says: "Approval from an Elected Official, Appointing Authority or Gila County Human Resources is required before any such retrieval or review may occur." Ms. DeNero stated that she understood what Supervisor Pastor was referencing; however, "Employees still don't have the right on Gila County equipment...Expect it. Act as if you are being monitored." Ms. DeNero also noted that she had added the word "authorized" because her personal equipment has County information on it and she believes that she does not have a right to privacy because she chose to put the County information on it. Supervisor Pastor inquired how she keeps her personal equipment secure. He inquired, "If you lost it, what is your liability for losing it with all that County material on there?" Ms. DeNero replied, "Well it's not County material. It's very limited, like the Merit System Policies." Supervisor Pastor replied that there are hackers out there that could get a hold of something like that and get all the way into the system. Ms. DeNero replied that she could not get into the system. Darryl Griffin, Information Technology Director, stated that it's on the outside of the County's network, so none of the County's internal information could be transferred to a junk drive, but it's Ms. DeNero's responsibility to secure that information and secure a password on her equipment. He further explained that Ms. DeNero is considered to be in the DMZ zone, which is outside of the County's network, but she would still have access to the County's e-mail and some of those other resources by utilizing her equipment.

8) Supervisor Pastor moved on to Policy 8, Employment of Relatives, number 8.3 on page 23, which states: “Additionally, it shall be the County policy that no person who is related by marriage or consanguinity within the third degree to another within the County service shall supervise or be supervised by that person.” Ms. DeNero advised that she has a chart that is used for determining consanguinity within the third degree. Supervisor Pastor stated that he looked at a similar chart and suggested that the chart be included with the policy so people can understand it. Ms. DeNero stated that she could add it as an appendix at the end of the handbook.

9) Policy 4, number 4.9 on page 16, Supervisor Pastor stated that he forgot an item on this policy and noted that number 4.9 references number 4.5 C, D & E, but in Policy 4.5, the items are actually numbered A, B & C (not C, D & E) so number 4.9 should be corrected.

10) Policy 10 on page 29, Alcohol and Controlled Substances, Supervisor Pastor inquired how HR keeps track of prescription drugs that employees are taking in the event a random drug test comes back positive. Ms. DeNero replied that the procedure has changed, so if a test comes back positive, then at that point the employee has to prove they have a prescription and must provide the name of the doctor who prescribed the medication for verification. This information must be provided to the company that conducted the drug test, not to HR, because the positive test would not have been provided to the employer yet.

11) Policy 10.5, Required Tests, 10.6 A. 1., Testing Procedures—Pre-Employment Testing and 10.6 A. 2., Post Accident/Incident Testing, Chairman Martin stated that the references are to “post-incident accidents.” However, in Policy 10.6 A. 2, it states: “When any County employee is involved in an accident/incident” and HR has scratched out “while operating a County vehicle” and other things were plugged in, but there are not any parameters of what is meant. When “while operating a County vehicle” was removed, it removed the context of the content and needs to be added back in. That concluded the discussion and no action was taken by the Board.

At 12:23 p.m. Chairman Martin recessed the meeting for lunch and noted that the meeting would be reconvened at 2:00 p.m. to address agenda item number 4.

4. Special Meeting Item - Information/Discussion/Action to conduct a personnel evaluation on the Gila County Manager. Pursuant to A.R.S. § 38-431.03(A)(1), the Board may vote to go into executive session to conduct the evaluation.

At 2:03 p.m., Chairman Martin reconvened the meeting and addressed agenda item 4. She entertained a motion to go into executive session to address this agenda item. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board convened into executive session at 2:04 p.m.

Chairman Martin reconvened the special meeting at 3:30 p.m. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved the motion for the Board to thank Mr. McDaniel for his leadership as County Manager.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 3:31 p.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 6, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marian Sheppard
Chief Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman (via telephone conference call); Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Jacque Griffin led the Pledge of Allegiance and Reverend Rula Colvin of St. Paul's United Methodist Church delivered the invocation.

Chairman Martin advised that the Board would now address a part of agenda item 5 to allow County Manager Don McDaniel to provide a report on a recent incident. Mr. McDaniel advised that last Wednesday a Health Department employee disposed of 2 boxes of paperwork at a County-owned recycling bin located in Payson. Most of the paperwork was pamphlets and brochures from past WIC (Women, Infants and Children) programs; however, it was discovered that 12 files were inadvertently included in the paperwork which contained personal information on previous participants in the program. Two individuals went through dumpsters looking for items, discovered the files and immediately contacted the press and later the County Health Department. County staff immediately investigated the situation and found that none of the information deposited in the dumpster left the dumpster, so the information was retrieved and did not proceed into anyone else's hands. Mr. McDaniel stated that it was huge mistake and he emphasized that the Health Department has a strong protocol established for the disposal of paperwork that contains personal or confidential information. The employee was reprimanded and has been retrained and is now aware of the correct protocol. Mr. McDaniel then asked for any questions. Chairman Martin received information that this incident

was going to be broadcast on television by a news station. Mr. McDaniel informed the Board that a fact sheet pertaining to this incident was prepared that will be provided to the media in Globe and Payson and to anyone else who is interested in receiving a copy. Chairman Martin thanked Mr. McDaniel for the update.

Item 2 – REGULAR AGENDA ITEMS:

2A. 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 from July 1, 2012, through June 30, 2013, at a cost of \$380 per month, and authorize the Chairman to sign the Agreement.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, advised that the cost last year was \$370 per month. The Library District qualifies for a subsidy from the federal government, which is called an E Rate. This provides the County with a rebate of 90% of the \$380 per month cost to provide Internet access for connectivity and for library patrons. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, 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 from July 1, 2012, through June 30, 2013, at a cost of \$380 per month, and authorizes the Chairman to sign the Agreement.

2B. Information/Discussion/Action to approve the Addendum Maintenance and Subscription Agreement for Polaris Integrated Library System between the Gila County Library District and GIS Information Systems, Inc., for the period April 2, 2012, to March 30, 2015, at a total cost not to exceed \$117,654.51, payable over a three-year period. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Griffin stated that in 2003 the Library District purchased an integrated library system for all 8 libraries within the County and the 2 community college libraries. Since that time the Tool Lending Library was added to the system and in 2008 the Apache County Library District which consists of 11 libraries was added. This system includes hardware, software, license and subscriptions. This is being done to roll the purchase and maintenance agreement into a maintenance agreement. Upon motion by Vice-Chairman

Dawson, seconded by Supervisor Pastor, the Board unanimously approved the Addendum Maintenance and Subscription Agreement for Polaris Integrated Library System between the Gila County Library District and GIS Information Systems, Inc., for the period April 2, 2012, to March 30, 2015, at a total cost not to exceed \$117,654.51, payable over a three-year period.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

2C. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Presidential Preference Election held February 28, 2012, in Gila County, Arizona, and declare the results official.

David Rogers, Elections Specialist, provided the Board and certain County staff with copies of the Canvass of Election Results report for the Presidential Election. He reviewed highlights of the report and then asked for Board questions or comments. Vice-Chairman Dawson complimented the excellent work done by the staff of the Elections Department. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board canvassed the election results contained in the Official Canvass of the Presidential Preference Election held February 28, 2012, in Gila County, Arizona, and unanimously declared the results official. (A summary of the election results is attached to these minutes.)

2D. Information/Discussion/Action to adopt Resolution No. 12-03-01 accepting the following tracts of land for roadway purposes, Tracts "A", "B", "C", and "D" as shown on Punkin Center Village Subdivision Map, Official Map No. 606 and 606A, Gila County Records and more particularly described in Fee No. 2012-001154, Gila County Records, as public roads and to be maintained as public roadways in the Gila County Maintained Roadway System.

Steve Sanders, Public Works Division Deputy Director, advised that the tracts of land are located in Tonto Basin on the east side of the creek, just off what is known as the store crossing road. The Punkin Center Village Homeowners Association originally dedicated the subject roads as being private; however, about 18 months ago the residents approached Supervisor Pastor about the possibility of the County accepting the roads into its County Maintained Roadway System. After investigation by County staff, it was determined that the subject property meets County roadway standards. Mr. Sanders stated that the road length is 1.1 miles within the subdivision and taking it into the County's system will not cause a burden upon the County, but rather it will generate a little extra income next year in Highway User Revenue Funds (HURF). Upon motion by Supervisor Pastor, seconded by Vice-Chairman

Dawson, the Board unanimously adopted Resolution No. 12-03-01 accepting the following tracts of land for roadway purposes, Tracts "A", "B", "C", and "D" as shown on Punkin Center Village Subdivision Map, Official Map No. 606 and 606A, Gila County Records and more particularly described in Fee No. 2012-001154, Gila County Records, as public roads and to be maintained as public roadways in the Gila County Maintained Roadway System. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

2E. Information/Discussion/Action to approve Professional Service Contract No. 020312 between Gila County and Stanley Convergent Security Solutions, Inc. whereby the contractor will provide for the Courthouse security system installation and upgrade in the amounts of \$32,155.91 and \$18,802.51 from March 6, 2012, to May 15, 2012.

Steve Stratton, Public Works Division Director, reviewed 3 Power Point slides of the proposed security system changes to the 1st and 3rd floors of the Courthouse. He advised that prior to the installation of the system and upgrades, an email will be sent to elected officials and department heads requesting that they establish a security level for each of their employees. Vice-Chairman Dawson inquired about the costs and Mr. Stratton replied that the costs of \$32,155.91 and \$18,802.51 are one-time charges. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Professional Service Contract No. 020312 between Gila County and Stanley Convergent Security Solutions, Inc. whereby the contractor will provide for the Courthouse security system installation and upgrade in the amounts of \$32,155.91 and \$18,802.51 from March 6, 2012, to May 15, 2012.

Prior to Chairman Martin asking for a motion for the approval of the Consent Agenda items, Vice-Chairman Dawson requested that item 3H, Human Resources weekly reports for all personnel action items, be moved to the regular agenda for discussion followed by a Board action. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously agreed to move Consent Agenda item 3H to the regular agenda. Vice-Chairman Dawson stated, "I would like to receive information that the H.R. (Human Resources) Department is totally in charge of all hiring and dismissals with no Board approval. This says we acknowledge the reports; does that mean Birdie (DeNero, who is the H.R. Director) and each department is in charge of hiring, firing, transfers and we are just informed – puppets with no authority?"

Mr. McDaniel replied that in accordance with the Arizona Revised Statutes the Board of Supervisors is the "authority" to hire and fire. He advised that several months ago the Board gave that authority to the County Manager with the provision that the H.R. weekly reports are to be placed on a Board meeting agenda on a monthly basis for the Board's acknowledgement of the reports. He

noted that the meeting agendas are provided to the Board members a week before each meeting. During this week any Supervisor may contact the County Manager if there is an issue with any item so that the Manager could take the appropriate action with that item.

Vice-Chairman Dawson's concern is that the Board is being asked to approve personnel items for those employees of the Court System, which the Board has no authority over as Court employees operate under Court policies and procedures. Those policies and procedures may differ from the general policies and procedures of the County. She stated that her question may need to be addressed to the State Office of the Courts. She stated, "I believe the County Attorney's Office and the Courts need to proceed to show why we have any authority to acknowledge their human resources reports. Why are we getting this? Why is that not the judge's decision and responsibility, financial, and legal obligation?" She then registered her vote against the approval of the Human Resources weekly report dated February 28, 2012.

Chairman Martin suggested meeting in a future work session to further discuss this topic to which Vice-Chairman Dawson agreed.

Mr. Chambers stated that the reason the personnel reports, which include Court employees, are presented to the Board for its acknowledgement is for payment purposes because the Board of Supervisors "does have control over the financial purse strings of the County." He then acknowledged that Vice-Chairman Dawson raised some interesting issues; however, he advised that this is not the first time a governmental entity has had to address this same type of issue. He then cited the Hounshell versus Apache County court case whereby it was ruled that the Board of Supervisors does not have authority over the employees of elected officials. He stated, "In all county departments, clearly, yes, the Board of Supervisors does have authority and then it gets murky because of the Hounshell case."

Vice-Chairman Dawson stated to Mr. Chambers that she would like her question pursued as requested earlier in the conversation and she confirmed the need to discuss the topic further during a work session of the Board.

Upon motion by Supervisor Pastor, seconded by Chairman Martin, the Board approved Consent Agenda item 3H. Vice-Chairman Dawson voted against approving a part of that item which was the Human Resources weekly report dated February 28, 2012. The vote passed by a 2 to 1 vote.

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda items 3A through 3J with the exception of 3H.

Item 3 – CONSENT AGENDA ACTION ITEMS:

3A. Approval of Amendment No. 3 to Contract No. SS71803D between Gila County and Kimley-Horn and Associates, Inc. for additional engineering and reporting to potentially save construction costs for the Tonto Creek Bridge project in the amount of \$57,174 for the period March 6, 2012, through October 31, 2012.

3B. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to continue to provide Community Health Grant Program services for the period January 1, 2012, through December 31, 2012.

3C. 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.

3D. Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 10, 2012.

3E. Approval of a request by GABA, Inc. to use the Courthouse parking area as a rest stop for a bike race on May 5 & 6, 2012.

3F. Approval of the January 2012 monthly departmental activity report submitted by the Clerk of the Superior Court.

3G. Approval of the August 23, 2011, September 13, 2011, November 8, 2011, and February 21, 2012, BOS meeting minutes.

3H. Acknowledgment of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of February 2012, as follows: February 7, 2012, February 14, 2012, February 21, 2012, and February 28, 2012. (This item was pulled to the regular agenda and voted on separately. It was approved with a 2 to 1 vote of the Board.)

February 7, 2012:

Departures from County Service:

1. Cecelia Gonzales – Probation – CASA/Foster Care Manger – 02/14/12 – 75% Court Appointed Special Advocate Fund – 25% General Fund – DOH 09/29/97 – Terminated for cause
2. Pete Ortega – Public Works Recycling and Landfill Management – Solid Waste Operations Supervisor – 05/01/12 – Solid Waste Fund – DOH 07/26/91 – Retired
3. Peter Poarch – Recorder – Recorder Clerk – 02/10/12 – General Fund –

DOH 11/07/11 – Resigned

4. Marianne Seligman – Recorder – Recorder Clerk – 11/07/11 – General Fund – Declined employment offer

Hires to County Service:

5. Nicole Barnes – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time-02/27/11- General Fund - Replacing Ruben Mancha
6. Miriam Saravia-Jones – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time - 02/27/12-General Fund – Replacing Ruben Mancha

Temporary Hires to County Service:

7. Tonia Busby – Community Services – Administrative Clerk – 03/01/12 – Workforce Investment Act Fund

End Probationary Period:

8. Diana Jones – Finance – Management Analyst – 01/20/12 – General Fund
9. Joshua Clark – County Attorney – Deputy County Attorney – 02/01/12 – Diversion Program Fund

Position Review:

10. Malinda Williams – Health and Emergency Services – HIV Case Manager – 02/08/12 – Changes in fund codes
11. Barbara Quiroz-Garcia – Health and Emergency Services – Community Health Assistant – 02/08/12 – Changes in fund codes

Request Permission to Post:

12. Community Services – Accounting Clerk – Position vacated by Sandy Lautigar

SHERIFF'S PERSONNEL ACTION ITEMS

Hires to County Service:

13. Christina Voakes – Sheriff's Office – 911 Dispatcher – 03/12/12 – General Fund – Replacing Megan Miller

February 14, 2012:

Departures from County Service:

1. Angela Lara – Community Services – Career and Employment Specialist – 01/27/12 – WIA Fund – DOH 09/26/11 – Failure to complete probationary period

Hires for County Service:

2. Cynthia Gonzales – Public Works Facilities and Land Management – Custodian Lead – 02/16/12 – Facilities Management Fund – Replacing Antoinette Gonzales

Temporary Hires to County Service:

3. Larry Perez – Public Works Facilities and Land Management – Temporary Custodian – 02/16/12 – Facilities Management Fund

Departmental Transfers:

4. Megan Miller – From Sheriff's Office- To Clerk of Superior Court – From 911 Dispatcher- To Courtroom Clerk – 02/20/12 – General Fund – Replacing Kay St. Laurent
5. Nicholas Montague – From Finance – To Community Services – From Accountant Senior - To Accountant -02/03/12 – 50% WIA Fund - 50%

GEST Fund

Position Review:

6. Antoinette Gonzales – Public Works Facilities and Land Management – From Custodian Lead – To Custodian – 02/15/12 – Facilities Management Fund
7. Nora Mata-Vega – Probation – Juvenile Detention Officer – 02/16/12 – General Fund – Six months of service
8. Kathleen Lord Joerns – Probation – Deputy Probation Officer 2 – 02/13/12 – From General Fund – To Adult Probation Services Fund
9. Sigifredo Marquez – Probation – Deputy Probation Officer 1 – 02/13/12 – From Adult Probation Services Fund – To General Fund

Request Permission to Post:

10. Antoinette Gonzales – Public Works Facilities and Land Management – From Custodian Lead – To Custodian – 02/15/12 – Facilities Management Fund
11. Nora Mata-Vega – Probation – Juvenile Detention Officer – 02/16/12 – General Fund – Six months of service
12. Kathleen Lord Joerns – Probation – Deputy Probation Officer 2 – 02/13/12 – From General Fund – To Adult Probation Services Fund
13. Sigifredo Marquez – Probation – Deputy Probation Officer 1 – 02/13/12 – From Adult Probation Services Fund – To General Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Request Permission to Post:

14. Sheriff Office – I.T. Administration Support Technician/Part-Time – Position vacated by Val Zufelt

February 21, 2012:

Departures from County Service:

1. Kyle Quiroz – Health and Emergency Services – Animal Control Worker – 01/26/12 – Rabies Control Fund – DOH None – Declined offer of employment
2. Katie Meredith – Health and Emergency Services – WIC Breastfeeding Peer Counselor – 02/10/12 - WIC Fund – DOH 02/24/11 – Resigned

Position Review:

3. Ginger Horta – Administrative Services – Administrative Clerk – 02/01/12 – General Fund – Extend Probation
4. Alberta Lancieri – Probation – Deputy Probation Officer 2 – 01/31/12 – 100% Diversion Intake - To 50% Juvenile Standards Probation Fund 50% Adult Probation Service Fees Fun
5. Erika Pisano – Probation – From Deputy Probation Officer 1-To Deputy Probation Officer 2 – 01/31/12 – From 50% Juvenile Standards Probation Fund 50% Adult Probation Service Fees Fund To 100% Diversion Intake
6. Barbara Guthrey – Assessor – Property Appraiser II – 01/31/12 – General Fund – Amend Hire Date to 09/16/1983

Request Permission to Post:

7. Health and Emergency Services – Breastfeeding Peer Counselor – Position vacated by Katie Meredith

8. County Attorney – Deputy County Attorney Senior – Position vacated by Carolyn Borcharding

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

9. Claudia DalMolin – Sheriff's Office – Chief Administrative Officer – 02/29/12 – General Fund – DOH 11/23/1982 – Retired

End Probationary Period:

10. David Hornung - Sheriff's Office – Deputy Sheriff Sargent – 08/25/11 – General Fund

Position Review:

11. Luetta DuBois – Sheriff's Office – Administrative Clerk/Part Time – 01/01/12 – General Fund – Rescinded resignation
12. Clarence Rice – Sheriff's Office – Detention Officer – 02/27/12 – General Fund – Going to Full Time Status

February 28, 2012:

Departures from County Service:

1. Cecelia Gonzales – Probation – CASA/Foster Care Manger – 02/14/12 – 75% Court Appointed Special Advocate Fund – 25% General Fund – DOH 09/29/97 – Terminated for cause
2. Pete Ortega – Public Works Recycling and Landfill Management – Solid Waste Operations Supervisor – 05/01/12 – Solid Waste Fund – DOH 07/26/91 – Retired
3. Peter Poarch – Recorder – Recorder Clerk – 02/10/12 – General Fund – DOH 11/07/11 – Resigned
4. Marianne Seligman – Recorder – Recorder Clerk – 11/07/11 – General Fund – Declined employment offer

Hires to County Service;

5. Nicole Barnes – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time-02/27/12-General Fund - Replacing Ruben Mancha
6. Miriam Saravia-Jones – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time-02/27/12-General Fund – Replacing Ruben Mancha

Temporary Hires to County Service:

7. Tonia Busby – Community Services – Administrative Clerk – 03/01/12 – Workforce Investment Act Fund

End Probationary Period:

8. Diana Jones – Finance – Management Analyst – 01/20/12 – General Fund
9. Joshua Clark – County Attorney – Deputy County Attorney – 02/01/12 – Diversion Program Fund

Position Review:

10. Malinda Williams – Health and Emergency Services – HIV Case Manager – 02/08/12 – Changes in fund codes
11. Barbara Quiroz-Garcia – Health and Emergency Services – Community Health Assistant – 02/08/12 – Changes in fund codes

Request Permission to Post:

12. Community Services – Accounting Clerk – Position vacated by Sandy

Lautigar

SHERIFF'S PERSONNEL ACTION ITEMS

Hires to County Service:

13. Christina Voakes – Sheriff's Office – 911 Dispatcher – 03/12/12 – General Fund – Replacing Megan Miller

3I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 4, 2012, to February 10, 2012, and February 11, 2012, to February 17, 2012.

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

3J. Approval of finance reports/demands/transfers for the weeks of February 28, 2012, and March 6, 2012.

February 28, 2012

\$324,902.51 was disbursed for County expenses by check numbers 243711 through 243809.

March 6, 2012

\$1,986,454.18 was disbursed for County expenses by check numbers 243810 through 243996. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

After the Consent Agenda was addressed and a vote taken, Chairman Martin addressed agenda item 5 at which time Vice-Chairman Dawson provided her summary of current events. Vice-Chairman Dawson then advised that she would be hanging up the phone to attend to other business as she was in Washington, D.C. Chairman Martin then addressed agenda item 4, the Call to the Public. No public comment was provided, so Chairman Martin went back to agenda item 5 at which time Supervisor Pastor, Chairman Martin and Mr. McDaniel provided a summary on current events.

Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events (see notations above regarding the timing of the presentation of current events).

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:04 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1130

4- Q

Regular BOS Meeting

Meeting Date: 03/20/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 2-24-12 & 3-2-12

Submitted For: Joseph Heatherly

Submitted By: Valrie
Bejarano,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 2-24-12 & 3-2-12

Suggested Motion

Acknowledgment of contracts under \$50,000, which have been approved by the County Manager for the weeks of February 18, 2012, to February 24, 2012, and February 25, 2012, to March 2, 2012.

Attachments

Contract 1005.274/2-2011 Dr. McLaren Ruesch

Agreement 6850.436/2-2010 Atwell, LLC

Agreement 6880.102/4-2011 Moonlite Janitorial

CJD Consulting, LLC Contract

County Manager Approved Contracts Under \$50K for Weeks Ending 2-24-12 & 3-2-12

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231



Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. 1005.274/2-2011
MEDICAL DIRECTOR SERVICES
SHERIFF'S OFFICE

AMENDMENT NO. 1

Effective April 5, 2011, Gila County and Dr. McLaren Ruesch, M.D., entered into a Contract whereby the contractor agreed to provide medical director services for the Gila County Sheriff's Office for a one (1) year period. Per Article IX of the Contract, this period may be renewed by mutual agreement of the parties for four (4) additional one (1) year periods.

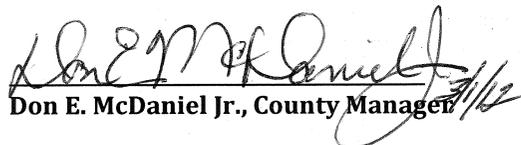
Amendment No. 1 will extend the contract for another one (1) year period from April 5, 2012, to April 4, 2013.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

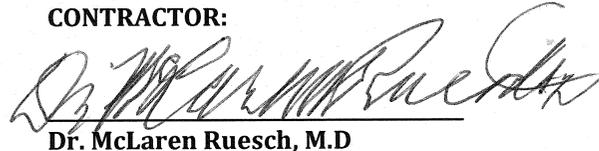
Contract Amount \$48,000.00

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall for all purpose be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1ST day of MARCH, 2012.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

CONTRACTOR:


Dr. McLaren Ruesch, M.D.



AMENDMENT NO. 1
Contract No. 6850.436/2-2010
Landfill ADEQ Support

The following amendments are hereby incorporated into the contract documents for the above stated project:

Professional Consulting Service Contract
Atwell, LLC

Effective February 23, 2010, Gila County and Atwell, LLC, entered into a contract whereby the consultant agreed to provide landfill ADEQ support and methane monitoring consulting services for Gila County Recycling and Landfill Management. The contract terminates February 22, 2012. Per page 6, Article IX, the county has the option to extend the contract for a one (1) year period.

Amendment No. 1

Contract will be extended for a one (1) year term from February 23, 2012, to February 22, 2013.

Scope of Work

Amendment No. 1 to Contract 6850.436/2-2010, will allow for an increase to conduct groundwater and methane sampling and to provide for miscellaneous solid waste services including, but not limited to APP and SWPPP reporting, sample analysis, financial assurance assistance, and general communications with ADEQ on behalf of the County.

- Methane Monitoring. Atwell will perform quarterly methane monitoring in accordance with ADEQ requirements at the Russell Gulch and Buckhead Mesa landfills using a Landtec GA-90 or equivalent methane analyzer. Following completion of monitoring, Atwell will file the results with ADEQ. Atwell will perform these services at a lump sum fee of \$900 per quarter or \$3,600 year.
- Groundwater Monitoring. Atwell will perform semi-annual groundwater monitoring at the Russell Gulch and Buckhead Mesa landfills. Atwell assumes that the County will contract a well pumping firm to purge the two four inch diameter wells at the Russell Gulch landfill. Atwell will coordinate with the well pumping firm. After sample collection, Atwell will submit the samples for analysis and prepare a groundwater monitoring report including a statistical analysis of the results. Atwell will submit the final report to ADEQ. Atwell will utilize the County's Sanitas statistical software. Atwell will perform these services at a lump sum fee of \$8,900 per sampling event or \$17,800/year.
- Miscellaneous Solid Waste Consulting: Atwell will perform miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, etc. Atwell will perform these services on a time and materials basis according to the fee schedule provided in the current contract as Exhibit A with a cost not to exceed \$10,000, without prior authorization.

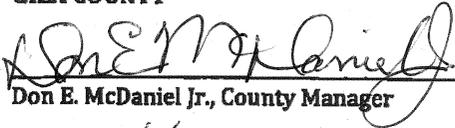
Fee Schedule

Consultants cost for one year extension \$31,400.00

- See attached "Exhibit A", Fee Schedule, by mention made a binding part of amendment no. 1 as set forth herein.

All other terms, conditions and provisions of the original contract shall remain the same and apply during the contract period.

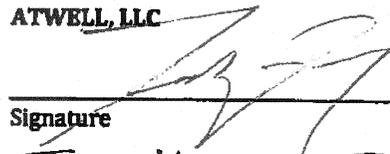
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/1/12

ATWELL, LLC



Signature
TED NORTHROP, P.E.
Print Name

Date: 2-24-12



EXHIBIT A

ATWELL, LLC PROFESSIONAL SERVICES
2012 FEE SCHEDULE
EFFECTIVE JANUARY 1, 2012

Senior Project Manager	\$179/hour
Project Manager I-II.....	\$142 to \$157/hour
Project Coordinator.....	\$129/hour
Engineering Services	
Senior Project Engineer	\$157/hour
Engineer/Designer I-V	\$95 to \$142/hour
Engineer Technician.....	\$ 89/hour
Surveying Services	
Senior Project Surveyor.....	\$157/hour
Project Surveyor I-V.....	\$95 to \$142/hour
Survey Technician	\$ 89/hour
One Man Crew.....	\$99 to \$115/hour
Two Man Crew	\$135 to \$162/hour
Planning/Landscape Design Services	
Senior Project Planner	\$157/hour
Planner/Designer I-V	\$95 to \$142/hour
Planning Technician.....	\$ 89/hour
Environmental Services	
Senior Environmental Consultant	\$157/hour
Environmental Consultant I-V.....	\$95 to \$142/hour
Environmental Technicians I-II.....	\$75 to \$ 83/hour
CAD/GIS Services	
CAD Technician I-II	\$75 to \$ 83/hour
GIS Analyst/Technician	\$89 to \$ 95/hour
Administrative Services.....	\$62 to \$ 72/hour
Firm Principal.....	\$225/hour
Expert Testimony.....	\$295/hour

Specialty Equipment

Laser Scanner	\$500/half day - \$1,000/full day
Nuclear Density Gauge	\$50/day
ATV	\$150/day
Ground Penetrating Radar.....	\$500/day
Photoionization Detector (PID).....	\$75/day
4 – Gas Monitor with Remote Sensor	\$50/day

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, outside reproductions, document purchases, and sub-consultants shall be billed at cost plus 15%. Mileage shall be billed at current IRS allowable rate. All other project reimbursable expenses shall be billed in accordance with the attached Reimbursable Fee Schedule. All permit, application, and submittal fees shall be paid directly by the client.



EXHIBIT A

**ATWELL, LLC 2012 REIMBURSABLE FEE SCHEDULE
EFFECTIVE JANUARY 1, 2012**

Reproduction Fees

24" X 36" bond black and white plots	\$3/each
24" X 36" bond black and white copies	\$1.50/each
24" X 36" bond black and white mylars.....	\$20/each
24" X 36" color plots	\$35/each
8.5" X 11" photo copies	\$0.15/each
8.5" X 11" color copies	\$1/each
11" X 17" photo copies	\$0.25/each
Report Copies	\$30/ream

Travel Fees

Company Vehicle Mileage	**\$0.55/mile
Travel Expense	cost + 15%

Survey/Equipment Fees

Wood Stakes.....	\$1/stake
Iron Pipe.....	\$3/pipe
Monuments	\$8/each

Miscellaneous Fees

Postage/Shipping	cost + 15%
Conference Calls.....	cost + 15%

**Company Vehicle Mileage subject to change and shall be billed at current IRS allowable rate.



AMENDMENT NO. 2

Gila County Contract 6880.102/4-2011 Janitorial Service Payson Administration Building

Effective May 3, 2011, Gila County and Moonlite Janitorial entered into an agreement whereby Moonlite Janitorial would provide janitorial services to the Payson Administration Building for a period of one (1) year.

Amendment No. 1 to the contract added the County Complex on Beeline Highway, Payson, upon County facilities employee's absence.

Amendment No. 2 will add the following:

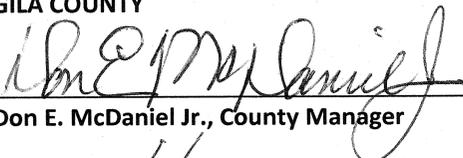
SCOPE OF SERVICES: Twice per year the contractor shall provide labor, equipment and material to perform carpet cleaning and scotch guard application to a 595 square foot area. Location: Gila County Star Valley Maintenance Yard Conference Room & Supervisor's Office, 5320 East Highway 260, Star Valley, Arizona.

Carpet Cleaned: 595 sq ft x .42 sq ft area
Scotch Guard: 595 sq ft x .10 sq ft area

FEES: Lump sum cost of \$180.00 two (2) times per year = \$360.00 per year

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, 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 this 1ST day of March, 2012.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 3/1/12

MOONLITE JANITORIAL



Signature

JEFF GASKILL

Print Name

Date: 3/21/12

Consulting Contract

THIS CONSULTING CONTRACT (this "**Agreement**"), dated as of March 1, 2012 , is between Gila County acting as the Gila County Sheriff's Office, (hereinafter GCSO) with mailing address at P.O. Box 311, Globe, AZ 85502 and CJD Consulting, LLC (hereinafter CJD Consulting) with a physical address at #87 Elton Jones Ranch, Globe, AZ 85501.

Recitals

WHEREAS, the GCSO desires professional guidance and advice and desires CJD Consulting to aid it in business matters; and

WHEREAS, CJD Consulting has expertise in the area of Sheriff's Office structure, strategic planning, development and implementation; and is willing to act as a consultant to the Gila County Sheriff's Office upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. Duties and Scope of Agreement.

CJD Consulting, LLC shall exercise its best efforts to provide consulting services.

2. Compensation:

This agreement will commence March 1. CJD consulting services will be paid \$4,000.00 monthly on the last day of each month for up to ten months.

3. Term:

The term is a month to month agreement. Either party may terminate the agreement without cause by providing at least thirty days written notice to the other party. If not terminated earlier, this agreement expires December 31, 2012.

4. Indemnity:

GCSO shall indemnify and hold CJD Consulting, LLC harmless against any and all loss, damages (including consequential damages), and expenses, including reasonable attorneys fees, resulting from or because of GCSO's breach of any representation, warranty or obligation under any agreement, or for any claims arising from CJD Consulting, LLC good faith performance of its obligations under this agreement. CJD Consulting, LLC agrees to indemnify GCSO against all loss, damages, or expenses resulting from acts by CJD Consulting, LLC in excess of the authority granted to them hereunder.

5. Warranty:

Consulting Contract

The undersigned hereby warrant that they are authorized representatives of the named entities on behalf of whom they execute this agreement.

6. Amendments:

This agreement may not be altered or amended except by an instrument signed by both parties.

7. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed as follows:

If to GCSO: John R. Armer
 Sheriff
 Gila County Sheriff's Office
 P.O. Box 311
 Globe, AZ 85501

If to CJD: Claudia J. DalMolin
 CJD Consulting, LLC
 HC03
 Globe, AZ 85501

8. Non-Waiver:

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9. Governing Law:

Both parties agree that this Contract shall be governed by the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that if this Contract does not specifically reference any provisions required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

Consulting Contract

10. 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.

11. Binding Effect:

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and respective successors and assigns.

12. Relationships of the Parties

CJD Consulting is an independent contractor of the County. CJD Consulting represents that it has or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. CJD consulting warrants that it is responsible for compliance with all IRS laws and regulations for its own employees and agrees to indemnify and hold harmless Gila County for its failure to do so. All CJD Consulting personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. All CJD Consulting personnel engaged in work under this contract must pass the same background checks required of GCSO personnel. CJD Consulting warrants that it has obtained or will obtain Worker's Compensation Insurance for its employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation insurance for its own employees working on this contract. It is further agreed by CJD Consulting that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither CJD Consulting nor any employee of CJD Consulting shall be deemed an officer, employee, or agent of the County. Nothing in this agreement prevents CJD Consulting from contracting with other agencies, companies, or individuals except that CJD Consulting will not enter into contracts that would create a conflict with its work for the GCSO. CJD Consulting agrees to abide by the confidentiality policies and procedures that generally apply to the GCSO and not to use information obtained from the GCSO for other clients or activities without the express written permission of the GCSO.

13. Entire Contract Clause

The CJD Consulting and the County have read this Contract and agree to be bound by all its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

Consulting Contract

14. Office Space

CJD Consulting has adequate office space, equipment and supplies to perform the duties and scope under this contract. The Sheriff's Office will provide telecommunication devices and a county email account capable of remote access as well as county office space, equipment and supplies to assist CJD Consulting in the performance of this contract. CJD Consulting will have access to the office during nights and weekends.

15. Severability

If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

16. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §35-511.

17. Anti-terrorism Warranty

Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the CJD Consulting certifies that it does not have scrutinized business operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

18. Legal Arizona Workers Act Compliance

CJD Consulting hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CJD Consulting's employment of employees, and with the requirements of A.R.S. §41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). CJD Consulting shall further ensure that each subcontractor who performs any work for CJD Consulting under this contract likewise complies with the State and the Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of CJD Consulting and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CJD Consulting's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CJD Consulting to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, the subcontract is suspended or terminated as a result, CJD Consulting shall be required to take such steps as may be necessary to

Consulting Contract

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.

CJD Consulting 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 as 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 the Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the CJD Consulting.

Dated this 1st day of March, 2012.

Gila County Sheriff's Office

By John R. Armer (Its authorized representative)
John R. Armer, Sheriff

CJD Consulting, LLC

By Claudia Jones-DalMolin (Its authorized representative)
Claudia Jones-DalMolin, CJD Consulting

Gila County Board of Supervisors

By Don McDaniel Jr. (Its authorized representative)
Don McDaniel Jr., Gila County Manger

Approved as to form:

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

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

February 18, 2012 to February 24, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
No Activity to Report						

February 25, 2012 to March 2, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
1005.274/2-2011 Dr. McLaren Ruesch	Medical Director Services for Sheriff's Office	\$48,000.00	4-5-12 to 4-4-13	2-29-12	3 More 1 Year Terms	Amendment No. 1 to extend contract for a one year term
6850.436/2-2010 Atwell, LLC	Landfill ADEQ Support & Methane Monitoring	\$31,400.00	2-23-12 to 2-22-13	2-29-12	Expires	Amendment No. 1 to extend contract for a one year term and add the final phase scope of work.
6880.102/4-2011 Moonlite Janitorial Service	Star Valley Maintenance Yard Carpet Cleaning	\$360.00	3-1-12 to 5-2-12	3-1-12	2 More 1 Year Terms	Amendment No. 2 to add the Star Valley Maintenance Yard carpet cleaning to contract.
- CJD Consulting, LLC	Sheriff's Office Business Consulting	\$40,000	3-1-12 to 12-31-12	3-1-12	Month to Month	Consulting expertise in the area of S.O. office structure, strategic planning, development and implementation.