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, JUNE 5, 2012 - 10 A.M.
R E V I S E D

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

B Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2012-2013 fiscal year budget request to be considered for approval during Gila County's regular budget process. **(Lani Hall)**

C Presentation of Bullion Plaza Cultural Center & Museum's activities and request for a $25,000 economic development grant to be considered for approval during Gila County's regular budget process. **(Joe Sanchez/Tom Foster)**

3 **REGULAR AGENDA ITEMS:**

A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Deposit.)** Information/Discussion/Action to review all bids submitted for Request for Proposals No. 011312-1 Primary Banking Service for the Gila County Treasurer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Debora Savage)**
(Motion to adjourn as the Gila County Board of Deposit and to reconvene as the Gila County Board of Supervisors.)

B Information/Discussion/Action to review all bids submitted for Request for Proposals No. 103111-2 for the Sheriff's Office tower installation and radio equipment relocation; award to the lowest, responsible, responsive, and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Tom Melcher)**

C Information/Action/Discussion to approve the Gila County Elections Security and Integrity Policy. **(Linda Eastlick)**

D Information/Discussion/Action to approve an Order adopting changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries. **(Linda Eastlick)**

E Information/Discussion/Action to authorize the Public Works Division to send out 5 Offer Letter packages to property owners for acquisition of Right-of-Way based upon the appraised value as determine by the consultant appraiser so the Tonto Creek Bridge Project can move forward to design completion. **(Steve Sanders)**

F Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operations. **(Steve Stratton)**

G Information/Discussion/Action to direct the Public Works Division to investigate the possibilities of accepting Copper Hills Road into the Gila County Maintained Roadway System as a public road. **(Steve Stratton)**

H Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-12-172. **(Marian Sheppard)**

I Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-14-160A. **(Marian Sheppard)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Contract No. ADHS12-022009 between the Gila County Division of Health & Emergency Services, Health Department, and the Arizona Department of Health Services in the amount of $51,160 annually to continue the funding of the Prop 201 Smoke-Free Arizona Program for the period July 1, 2012, through June 30, 2017.

B Approval of the appointment of the following precinct committeeman as submitted by the Gila County Republican Committee: Globe #1 Precinct - Todd J. Wheeland.

C Ratification for approval of the Chairman's signature on a Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 to serve liquor on May 26, 2012, for a wedding that was held at the Gila County Fairgrounds.

D Approval of an Application for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet on July 1, 2012, for a special event.

E Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona on behalf of Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4th at Freeport-McMoRan's minesite.

F Approval of an Independent Contractor Agreement (Contract No. 07012012-13) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will provide funding in the amount of $45,307 to provide utility deposits, repair and replacement work and bill assistance to eligible citizens residing in Gila County for the period from July 1, 2012, through June 30, 2013.

G Approval to adopt Resolution 12-06-01 to name a previously unnamed section of road in Tonto Basin to be called N. Chaparral Trail.

H Approval of Amendment No. 1 to Contract No. 080310-1 between Gila County and Tyler Technologies for additional Treasurer's Office staff training on the General Ledger Treasurer's Banking Software in the amount of $5,600.

I Approval of the April 2012 monthly activity report submitted by the Payson Regional Constable's Office

J Approval of the April 2012 monthly activity report submitted by the Recorder's Office.

K Approval of the April 2012 Monthly Activity Report submitted by the Payson Regional Justice of the Peace.

L Approval of the April 2012 monthly activity report submitted by the Clerk of the Superior Court.

M Approval of the Human Resources reports for the weeks of May 1, 2012, May 8, 2012, May 15, 2012, May 22, 2012, and May 29, 2012.

N Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of May 5, 2012 to May 11, 2012, and May 12, 2012, to May 18, 2012.

O Approval of finance reports/demands/transfers for the weeks of May 29, 2012, and June 5, 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-1211 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Craig Sullivan

Information

Request/Subject

County Supervisors Association Update of Activities

Background Information

Each year the Executive Director of the County Supervisors Association (CSA) visits all 15 counties in Arizona to provide the Boards of Supervisors with an update of activities conducted by CSA including a discussion of the recent legislative session.

Evaluation

Craig Sullivan, Executive Director of CSA, has requested to make a presentation to the Board of Supervisors on this date.

Conclusion

It would be advantageous to the Board of Supervisors, County staff and the public to receive an update of CSA activities to include a discussion of recent legislative activities.

Recommendation

It is recommended that Mr. Sullivan present an update of CSA activities and discuss the recent legislative session with the Board of Supervisors.

Suggested Motion

Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

ARF-1266 **Presentation Agenda Item 2- B**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Lani Hall

Information

Request/Subject

University of Arizona, Gila County Cooperative Extension Office Annual Report and FY 2012-2013 Budget Request

Background Information

Each year Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presents the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's Annual Report. During this presentation Dr. Sprinkle provides an overview of the faculty's accomplishments and program activities for the Cooperative Extension offices located in Payson, Globe and San Carlos, which is followed by an official budget request for the upcoming fiscal year to be considered during the County's regular budget process.

Evaluation

Dr. Sprinkle has requested that Ms. Lani Hall, 4-H Youth Development Agent, be allowed to present the U of A, Gila County Cooperative Extension Office's Annual Report and 2012-2013 fiscal year budget request to the Board of Supervisors on this date.

Conclusion

The Gila County fiscal year 2012-2013 tentative budget is scheduled to be presented to the Board of Supervisors for adoption at its June 26th meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Ms. Hall present the Annual Report and annual budget request to the Board of Supervisors for the Gila County Cooperative Extension Office.

Suggested Motion

Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2012-2013 fiscal year budget request to be considered for approval during Gila County's regular budget process.
(Lani Hall)

ARF-1269 **Presentation Agenda Item 2- C**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Jose Sanchez/Tom Foster

Information

Request/Subject

Bullion Plaza Cultural Center & Museum Update on Activities and Economic Development Grant Request

Background Information

Bullion Plaza was opened as a grammar school in 1923 and was in operation until 1994 when it was closed because of a concern that it had fallen into a state of disrepair making it unsuitable for use as a public school. In 1997, the Town of Miami purchased the school from the school district and committed using it as a cultural center and museum. In 2001, Bullion Plaza was added to the National Register of Historic Places.

Jose Sanchez, President of the Bullion Plaza Cultural Center & Museum Board of Directors, submitted a written request to the County Manager to be placed on a future Board of Supervisors' meeting agenda, which was approved for the June 5th meeting.

Evaluation

In an effort to maintain the building and grounds, and to update current exhibits and add new exhibits, the Board of Directors of the Bullion Plaza Cultural Center & Museum is applying to the Gila County Board of Supervisors for an economic development grant in the amount of $25,000.

Conclusion

It is the appropriate time to be provided an update on the activities of the Buillion Plaza Cultural Center & Museum and entertain a request for a $25,000 economic development grant to be considered for approval during Gila County's regular budget process for fiscal year 2012-2013.

Recommendation

It is recommended that the Bullion Plaza Cultural Center & Museum present an activities update and economic grant request to the Board of Supervisors at this time.

Suggested Motion

Presentation of Bullion Plaza Cultural Center & Museum's activities and request for a $25,000 economic development grant to be considered for approval during Gila County's regular budget process.
(Joe Sanchez/Tom Foster)

ARF-1250 **Regular Agenda Item 3- A**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Debora Savage, Treasurer	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Treasurer's Office		
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	7-1-12 to 6-30-15	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Debora Savage		

Information

Request/Subject

Contract Award for Bid No. 011312-1 Primary Banking Service

Background Information

Invitation for Proposals No. 011312-1 for Primary Banking Service for the County Treasurer was advertised in the Arizona Silverbelt on April 11, and 18, 2012. Proposals were opened in a public setting on May 3, 2012.

Evaluation

Pursuant to the provisions of A.R.S. § 31-325, the Board of Deposit of Gila County did a call for bids to qualified banks to perform the duties of the Gila County Servicing Bank for the period of July 1, 2012, to June 30, 2015, with the option to extend until June 30, 2017.

Conclusion

The Purchasing Department received 3 proposals from qualified banks. All proposals were reviewed in detail concerning specifications and cost by a 4 member evaluation team.

Recommendation

After extensive review of submitted proposals, the Gila County Treasurer recommends that the Board of Supervisors approve the award of Request for Proposals No. 011312-1 for Primary Banking Service to JP Morgan Chase Bank for a term of 36 months with the option to renew for 2 additional 12-month terms.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Deposit.) Information/Discussion/Action to review all bids submitted for Request for Proposals No. 011312-1 Primary Banking Service for the Gila County Treasurer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Debora**
(Debora Savage)
(Motion to adjourn as the Gila County Board of Deposit and to reconvene as the Gila County Board of Supervisors.)

Attachments

RFP 101312-1 Bid Tabulation

Contract 011312-1 Primary Banking Service

Contract 011312-1 continued

Legal Explanation

BID TABULATION FORM

GILA COUNTY

BID TITLE: Primary Banking Service

BID NO: 011312-1 **BID DUE DATE:** May 3, 2012 **TIME:** 3:00 PM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Wells Fargo	See Attached	
	National Bank of Arizona	See Attached	
	JP Morgan Chase	See Attached	

PRICE SHEET TABULATION
PRIMARY BANKING SERVICE RFP 011312-1

ITEM DESCRIPTION	QUANTITY	RATE DESCRIPTION	WELLS FARGO BANK		JP MORGAN CHASE		NATIONAL BANK OF AZ	
			Rate	Total	Rate	Total	Rate	Total
Current Accounts	15	Rate to Service Each Account	5.00	75.00	5.00	75.00	11.25	168.75
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
Daily Deposits	300/year	Daily Deposit Rate	0.50	150.00	0.25	75.00	0.15	45.00
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
Deposit Items	5,000/year	Rate for Deposit Items	0.04	200.00	0.09	450.00	0.06	300.00
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
ACH Credits	5,000/year	Rate for ACH Credits	0.03	150.00	0.04	200.00	0.09	450.00
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
Wire Transfers-Out	10	Rate for Trnasfers - Outgoing	5.00	50.00	5.00	50.00	7.50	75.00
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
Wire Transfers-In	20	Wire Transfers - Incoming	2.50	50.00	2.00	40.00	7.50	150.00
			Rate	Total/Year	Rate	Total/Year	Rate	Total/Year
Book Transfers	5	Rate for Book Transfers	1.00	5.00	2.00	10.00	1.00	5.00
			Rate	Checks/Year	Rate	Checks/Year	Rate	Checks/Year
Debits-Warrants	39,000	Rate for Warrants	0.07	2,730.00	0.02	780.00	0.11	4,290.00
			Rate	Checks/Year	Rate	Checks/Year	Rate	Checks/Year
Debits-Checks	1,000	Rate for Checks	0.07	70.00	0.02	20.00	0.11	110.00
			Average Rate	Total	Average Rate	Total	Average Rate	Total
			1.58	3,480.00	1.61	1,700.00	3.09	5,593.75

PRICE SHEET

Offeror must complete all items on the pricing sheet and may provide any other costs associated with information from the Questionnaire. (Offeror shall also include additional pages to this price sheet with detailed information about other costs identified within the Questionnaire as needed.)

Fees shall either be fixed fees or index-based. An example of a fixed fee is "$0.02 per transaction". An example of an index based rate is the rate that is tied to an index such as the Federal Funds Rate. If any index-based rates are proposed, clearly indentify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made.

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = $ 5.00 x 15 Accounts = $ 75.00
Deposits & Other Credits	Annual	
Daily Deposits	300 / year	Daily Deposit Rate = $ 0.50 x 300 Daily Deposits / Year = $ 150.00
Deposits & Other Credits	$xxx	
Deposit Items	5,000 / year	Rate for Deposit Items = $ 0.04* x 5,000 Deposits/Year = $ 200 *Average price, see Pricing Sheet - Additional Pages
Currency / Coin Deposits	$xxx / year	
ACH Credits	5,000 / year	Rate for ACH Credits = $ 0.03* x 5,000 ACH Credits/Year = $ 150.00 *For two day settlement.

Please see document titled "Pricing Sheet - Additional Pages" for a comprehensive list of services.

Offeror Name: Wells Fargo Bank, N.A.

Wire Transfers - Outgoing	10	Rate for Wire Transfers - Outgoing = $ 5.00 x 10 Outgoing Wire Transfers/Year= $ 50.00
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = $ 2.50 x 20 Outgoing Wire Transfers/Year= $ 50.00
Book Transfers	5	Rate for Book Transfers = $ 1.00 x 5 Book Transfers/Year = $ 5.00
Debits - Warrants	39,000	Rate [illegible] = $ 0.07 x 39,000 Checks/Year = $ 2,730.00
Debits -Checks	1,000	Rate for Checks = $ 0.07 x 1,000 Checks/Year = $ 70.00
Armored Car Service	1 Stop 5 Days/Week In April	Rate per Week $ 116.27 X 52 Weeks/Year = $ 6,046.04
Armored Car Service	1 Stop 5 Days/Week In October	Rate per Week $ 116.27 X 52 Weeks/Year = $ 6,046.04
Armored Car Service	1 Stop 5 Days/Week In December	Rate per Week $ 116.27 X 52 Weeks/Year = $ 6,046.04
Armored Car Service	November 1st May 1st	Rate per Day $ 23.25 2 Days/Year = $ 46.50
GRAND TOTAL PER YEAR		$5,816.51

Please see document titled "Pricing Sheet - Additional Pages" for a comprehensive list of services.

Offeror Name: Wells Fargo Bank, N.A.

PRICING SHEET

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = $11.25x 15 Accounts = $168.75
Deposits & Other Credits	Annual	
ASSUMES DEPOSITS MADE THROUGH ANYTIME REMOTE DEPOSITS		
Daily Deposits	300 / year	Daily Deposit Rate = $0.15 x 300 Daily Deposits / Year = $45.00
Deposits & Other Credits	$xxx	
ASSUMES DEPOSITS MADE THROUGH ANYTIME REMOTE DEPOSITS		
Deposit Items	5,000 / year	Rate for Deposit items = $0.06 x 5,000 Deposits/Year = $300.00
Currency/Coin Deposits	$xxx/year	
ACH Credits	5,000 year	Rate for ACH Credits = $0.09 x 5,000 ACH Credits/Year = $450.00

National Bank of Arizona

PRICING SHEET

Wire Transers - Outgoing	10	Rate for Wire Transfers - Outgoing = $7.50 x 10 Outgoing Wire Transfer/Year= $75.00
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = $7.50 x 20 Outgoing Wire Transfer/Year= $150.00
Book Transfer	5	Rate for Book Transferss= $1.00 X 5 Book Transfers/Year = $5.00

Debits-War rant	39,000	Rate for Warrants $ 0.11 x 39000 Checks/Year $4,290.00
Debits-Checks	1,000	Rate for Warrants $ 0.11 x 1,000 Checks/Year $110.00

Armored Car Service	1 Stop 5 Days/Week in April	Rate per Week $84.92 52 Weeks/Year = $4,416.00 ***$368.00 Plus Ins./FSC MONTHLY***
Armored Car Service	1 Stop 5 Days/Week in Otober	Rate per Week $84.92 52 Weeks/Year = $4,416.00 ***$368.00 Plus Ins./FSC MONTHLY***
Armored Car Service	1 Stop 5 Days/Week in December	Rate per Week $84.92 52 Weeks/Year = $4,416.00 ***$368.00 Plus Ins./FSC MONTHLY***
Armored Car Service	November 1st May 1st	Rate per Week $84.92 52 Weeks/Year = $4,416.00 ***$368.00 Plus Ins./FSC MONTHLY***

GRAND TOTAL PER YEAR

PRICE SHEET

Offeror must complete all items on the pricing sheet and may provide any other costs associated with information from the Questionnaire. (Offeror shall also include additional pages to this price sheet with detailed information about other costs identified within the Questionnaire as needed.)

Fees shall either be fixed fees or index-based. An example of a fixed fee is "$0.02 per transaction". An example of an index based rate is the rate that is tied to an index such as the Federal Funds Rate. If any index-based rates are proposed, clearly indentify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made.

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = $ 5.00 x 15 Accounts = $ 75.00
Deposits & Other Credits	Annual	
Daily Deposits	300 / year	Daily Deposit Rate = $ 0.25 x 300 Daily Deposits / Year = $ 75.00
Deposits & Other Credits	$xxx	
Deposit Items	5,000 / year	Rate for Deposit Items = $ 0.09 x 5,000 Deposits/Year = $ 450.00
Currency / Coin Deposits	$xxx / year	
ACH Credits	5,000 / year	Rate for ACH Credits = $ 0.04 x 5,000 ACH Credits/Year = $ 200.00

Offeror Name: JPMorgan Chase Bank

Wire Transfers - Outgoing	10	Rate for Wire Transfers - Outgoing = $ 5.00 x 10 Outgoing Wire Transfers/Year= $ 50.00
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = $ 2.00 x 20 Outgoing Wire Transfers/Year= $ 40.00
Book Transfers	5	Rate for Book Transfers = $ 2.00 x 5 Book Transfers/Year = $ 10.00
Debits - Warrants	39,000	Rate For Warrants = $ 0.02 x 39,000 Checks/Year = $ 780.00
Debits -Checks	1,000	Rate for Checks = $ 0.02 x 1,000 Checks/Year = $ 20.00
Armored Car Service	1 Stop 5 Days/Week In April	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In October	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In December	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	November 1st May 1st	Rate per Day $ 2 Days/Year = $ Pass Through Fee
GRAND TOTAL PER YEAR		

Offeror Name: JPMorgan Chase Bank

GILA COUNTY

REQUEST FOR PROPOSALS
011312-1

PRIMARY BANKING SERVICE

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
Michael A. Pastor, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF REQUEST FOR PROPOSALS

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
011312-1

BID DUE DATE: May 3, 2012 **TIME:** 3:00 PM

DESCRIPTION: Primary Banking Service

PRE-BID CONFERENCE: Not Applicable

Bid Submittal Location: Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501

Bid Opening Location: Gila County Board Conference Room #257, 2nd Floor
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Request for Proposals for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Interested Offerors may obtain a copy of the solicitation from the Gila County Procurement Group by calling (928)402-8612. Information concerning the solicitation can also be found on the Procurement web site at www.gilacountyaz.gov/purchasing/BidRequest. Request for submittals after the specified date and time shall not be considered.

Additional instructions for preparing a bid are provided on pages 12-13, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: ***April 11, 2012 and April 18, 2012***

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Treasurer
Type of Contract:	Term
Term of Contract:	36 Months
Phone Number:	928-402-8612

Signed: _____ Date: 4/3/12
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ Date: 4 3 12
Bryan B. Chambers, Chief Deputy County Attorney

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INTRODUCTION

General Information

Gila County is located in central Arizona. The southern border is along the Gila River, the namesake for the County.

The County has an area of 4,800 square miles. Gila County has both desert areas and mountain areas within its borders. Over half of the land is owned by the U.S. Forest Service and 37% is owned by the Apache Indian Nation.

There are four main areas of economy in the County. They are ranching, tourism, recreation, and copper production. The main emphasis, though, is for the raising of livestock. All of Gila County is an Enterprise Zone.

Main attractions of Gila County include: the Salt River Canyon, Tonto National Monument, Coolidge Dam, Roosevelt Dam and lake.

The County seat is located in Globe, Arizona. Gila County has a population currently estimated at 54,000. For detailed information on Gila County, go to: http://www.gilacountyaz.gov.

Gila County Cities and Towns (*Incorporated Areas):

- Bear Flat
- Canyon Day
- Carrizo
- Cedar Creek
- Central Heights
- Claypool
- Copper Hill
- Cutter
- Flowing Springs
- Freedom Acres
- Gisela
- Globe*
- Hayden*
- Jakes Corner
- Kohls Ranch
- Mesa Del Caballo
- Miami*
- Midland City
- Oxbow Estates
- Payson*
- Peridot
- Pinal
- Pine
- Roosevelt
- Rye
- San Carlos
- Star Valley*
- Strawberry
- Tonto Basin
- Tonto Village
- Top-of-the-World
- Washington Park
- Whispering Pines
- Winkelman*
- Young

The Gila County Board of Supervisors is designated as the sole contracting authority for the management of Primary Banking Services for all Gila County departments/divisions.

SCOPE OF SERVICE

The intent of this Request for Proposals (RFP) is to seek proposals from qualified bank(s) to provide for Gila County's Primary Banking Service. The successful Offeror shall have the ability, and capacity, to provide innovative banking and investment services for all funds not restricted by law or bond covenants.

The County's main objectives are to:

1. Obtain comprehensive banking services.
2. Minimize the cost of banking services to the taxpayers of Gila County.
3. Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.

The County reserves the right to eliminate any individual service contained within the RFP for reasons such as, but not limited to: *determination that the fees assessed for providing a category of service are excessive, or that the service can be performed in-house at no additional cost.*

Minimum Qualifications

In order to be eligible to respond to this RFP, responding banks must meet the following minimum qualifications.

- Authority to offer institutional banking services via charter from either the United States Federal Government or the State of Arizona.
- Institution must be an Arizona State qualified depository for public funds and be in compliance with all Arizona Revised Statutory guidelines or the deposit of public funds by government agencies.
- Be a current member of the Federal Reserve System with access to all Federal Reserve System services.
- Institution must have established local branch offices within Gila County that are able to fulfill the County's banking service needs as specified herein.

Banking Service Overview

The majority of banking services' activity is conducted under the auspices of the Treasurer's Office acting on behalf of the County's administrative departments, elected officials' offices, such as Sheriff, Recorder, Assessor, school district(s) and limited courts. Currently the Treasurer's Office handles fifteen (15) bank accounts under the Gila County Banking Services umbrella.

With reference to A.R.S. § 11-635, the Servicing Bank shall bid a percentage (less than 10%) on warrants that cannot be paid for lack of funds which will be carried by the bank until called by the County Treasurer.

Offeror's shall consider the Treasurer's requirements when preparing the complete service proposal.

Proposals will be evaluated on the basis of the most complete servicing package offered to Gila County for the services and requirements set forth herein.

All technical questions concerning this proposal request should be directed to Ms. Debora Savage, Gila County Treasurer, at (928)402-8700.

Offeror Questionnaire

Offeror must complete the questionnaire. All questions must be answered; if an Offeror does not provide the service or the question does not pertain to the Offeror, the question must be answered as "N/A" meaning "not applicable". The Offeror must have a reason why the service is not provided or why the question does not pertain to them.

Responder must provide all fee, cost, comparison, payment or credits-related information, and must reference the numbering scheme used in the questionnaire on the Pricing Sheet. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: <*type in all costs associated with a deposit, including an aggregate total for this item*>". This information must be included in Offeror's proposal with the Pricing Sheet in addition to the information requested on the Pricing Sheet.

1. **DEPOSITS -** Describe bank's services in this category, including:
   a) Identify any deposit procedures you require, such as a limit on the number checks per deposit.
   b) What method do you have available to allow us to identify the Gila County department or political subdivision making the deposit?
   c) Are there branches located throughout Gila County that can accept deposits from various political subdivisions and Gila County departments? If yes, identify the locations in the county.
   d) Identify all costs associated with a deposit. *(Fees or credits-related information shall be included on your Pricing Sheet.)*
   e) Do you provide for image cash letter processing? If so, what fees are associated including monthly maintenance fees?
   f) Standard return and re-clear processing.
   g) Deposit reconciliation services availability.
   h) Does the bank provide any methods to detect counterfeit currency before it is accepted by the County i.e. cash verifying pens, scanners, etc?

2. **CHECK CLEARING**
   a) Identify all costs associated with check clearing on your Pricing Sheet.

3. **WARRANT CLEARING**
   a) Can credit be provided to the Treasurer for any missing warrants?
   b) What method do you have available to allow us to identify the political subdivision that issued the warrant?
   c) Can you provide images of paid warrants by political subdivision?
   d) Identify all costs associated with clearing and payment of warrants on Pricing Sheet.

4. **RETURNED ITEMS AND STOP PAYMENT**
   a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Gila County Treasurer or any of its political subdivisions.
   b) Can you provide an interface to allow the Treasurer to process stop payments directly into the bank's system? If so, describe the interface.
   c) Identify the time before the stop-pay becomes effective.
   d) Identify all costs associated with clearing and payment of warrants on the Pricing Sheet.
   e) Can you provide a means for returned items to be deposited a second time before the items is returned to the Treasurer for collection?

5. **WIRE TRANSFER SERVICES** – Describe the bank's process, including:
   a) Ability of County to initiate and monitor wire transfers online.
   b) Ability of County to create and store recurring/repetitive3 wire instruction and templates.
   c) Ability of County to create and store future dated wire instructions.
   d) Security measures for wire initiation and approval.
   e) Same-day credit for incoming wires.
   f) Identify all costs associated with placing an outgoing wire.
   g) Identify all costs associated with receiving an incoming wire.
   h) What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?
   i) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
   j) How soon after wire execution would a confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.
   k) Will the bank look to the funding account if the debit account is a zero balance account?
   l) What steps are you taking to ensure uninterrupted service?
   m) How can the status of wire transfers be tracked by the customer?
   n) Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?
   o) What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?
   p) At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?
   q) What are procedures and the time limits to effectively cancel a wire?
   r) Describe security measures to protect the validity of wire transfers.
   s) What information is available to identify incoming wires? Are any of these fields available for standardization?

6. **REPORTING SERVICES**
   a) Identify all costs associated with reporting.
   b) Provide a description of the reporting services available on-line.
   c) Required Service: Ability to download daily & monthly DDA activity.
   d) Provide a sample of your statement.

7. **ACH (Automatic Clearing House) Services**
   a) Identify all costs associated with processing ACH transactions.
   b) Identify methods available to transfer ACH files, with complete descriptions and technical requirements, including but not limited to modern and FTP (File Transfer Protocol) process.
   c) What services are available to protect our account from unauthorized ACH debits?
   d) Can the bank selectively accept ACH debits only from originators authorized by us?
   e) Describe the bank's ACH return process. When will returned funds to be posted to the County's account?
   f) How do you advise customers of NACHA (National Automated Clearing House Association) rule changes and their impact?
   g) Identify timelines for ACH transactions?
   h) Define reporting available to the County for ACH transactions and other reconciliation tools available.

i) Identify data available for incoming ACH transactions.
j) Can the county specify required data to accept an ACH deposit?

8. ON-LINE BANKING

a) Identify available on-line banking services.
b) Identify controls available with on-line banking.
c) Can access to on-line services be provided to various sites and users?
d) Can access to on-line services be restricted to users according to a authorization hierarchy?

9. TECHNICAL REQUIREMENTS

a) If implemented: Lockbox data must be able to be delivered electronically. Describe the method that will be used for lockbox data in a format usable by the County Treasurer on a daily basis.
b) Provide the methods available to provide images of deposited and paid items, including indexes.
c) Does the bank provide technical customer support for computer hardware, software and communications problems? If so, what are the hours of operation for technical support?
d) For file transfers between the bank and County, and between the County and the bank describe acceptable file types (i.e., CSV, Tab Delimited, Fixed Length, etc.).

10. LOCKBOX SERVICES

a) Identify all costs associated with your lockbox services including returned items.
b) Where is your lockbox service provider located?
c) Identify the relationship of your lockbox service provider.
d) Identify key staff responsible for our account and their qualifications.
e) Identify the technical specifications required for wholesale processing.
f) Describe your lockbox process and procedures.
    i. Identify the controls in place to ensure accurate processing per customer specifications.
    ii. Describe any priority handling of items.
    iii. Describe the methods to assure validity of data.
    iv. Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?
    v. What back-up arrangements exist should the system fail?
    vi. Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event transmission is not successful.
    vii. Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.
    viii. How will your processing, procedures and/or timelines change with our extreme peak demands for services?
g) Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after normal deposit cut-off times are posted as same day)?
h) Do you have the ability to stop and start services without added fees?

11. **LINE-OF CREDIT AND REGISTERED WARRANTS**

a) Identify all costs associated with line of credit activity.
b) Provide a sample copy of the line of credit agreements.
c) Will the bank purchase registered warrants?
d) If so, identify all costs associated with registered warrant activity.
e) Will the bank require each entity to have a separate line of credit?
f) What is the turnaround time to increase a line of credit?

12. COMPENSATION

a) Identify the rate the bank will use for compensation of bank fees based on account balances.
b) Identify the method of calculating bank compensation, i.e. earnings credits.
c) Identify the settle terms, if earnings credits are insufficient.
d) Identify any charges that would NOT be covered by account balance compensation.
e) If the county elects to pay for banking fees in cash, identify any variation in terms offered.

13. FRAUD PREVENTION

a) Identify any fraud prevention and detection services you offer.
b) Identify any fraud prevention and detection services you require of your customers, such as positive pay.
c) Do you offer positive pay on payee?
d) What protection do you offer if a warrant is rejected for payment under a positive pay program?
e) Under what conditions will you accept financial burden for fraudulent checks and warrants paid from any Gila County funds under the custody of the Gila County Treasurer or any other accounts under this agreement?

14. CHECK 21 COMPLIANCE AND OFFERED SERVICES

a) Identify any new products or services that are expected to be offered and the anticipated timeline as a result of Checks 21 legislation.

15. PERSONNEL AND CUSTOMER SERVICE

b) Identify personnel responsible for our account and provide their qualifications.
c) Indicate the organizational structure

16. CREDIT CARD PROCESSING (MERCHANT) SERVICES

a) Do you have the ability to identify transactions by Gila County Department?
b) Identify all cost associated with credit card processing.

17. CREDIT CARD PROCUREMENT SERVICES E-COMMERCE SERVICES

a) Identify all costs associated with credit card processing for procurement of goods and services for small purchases (Less than $5,000.00).
b) Describe your credit card procurement process.
c) Describe your rebate program.
d) Provide your rebate rate schedule.
e) Provide sample reports.

18. E-COMMERCE SERVICES

a) Describe your products available to allow Gila County to offer E-Commerce to its citizens.
b) Identify all costs associated with the available products.

19. INVESTMENT SERVICES

a) Do you offer same day sweep and end-of-day investment products for the available balance in the account?
b) Identify the supporting investment for these products for conformity with Arizona Revised Statutes regarding acceptable investments.
c) What yield do your products offer and how is the yield determined?
d) Specify how the following situations are handled:
    i. Settlement of Trades
    ii. Failed Trades
    iii. Difference in monies or securities
    iv. Notification of calls, maturities and interest payments
e) Do you provide market pricing of the County's investment portfolio?

20. SAFEKEEPING SERVICES

a) Identify safekeeping services offered.
b) Identify all costs associated with safekeeping services.

21. DISASTER RECOVERY

a) Identify your Disaster Recovery Process.
b) What arrangements are made regarding service level agreements in the event of a disaster?
c) Have disaster recovery procedures ever been employed for a real disaster? If so, explain.
d) Identify Disaster Recovery Services available and associated fees.

22. COLLATERAL REQUIREMENTS AND SERVICES

a) Requirements:
    i. Collateral must be maintained in accordance with Arizona Revised States § 35-323 regarding deposit and investment of public monies.
    ii. Collateral must be held by a trustee approved by the Gila County Treasurer's Office.
    iii. The County reserves the right to review all pledged collateral and approve the substitution of any item.
    iv. Statements must be provided to the county at least monthly
    v. Additional collateral may be required daily to cover deposits with same day notification.
b) Describe your processes and procedures to ensure that a accounts are properly collateralized.
c) Provide any separate required agreements for collateral.

23. AVAILABILITY SCHEDULES

a) Provide availability schedule for check deposit.
b) Provide maximum time of day deposits must be received to be considered a same day deposit by type of deposit, e.g., regular branch deposit, armored car deposit, or lockbox deposit.
c) If this schedule does not pertain to checks of all dollar sizes, explain.

24. FEE SCHEDULES

a) Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the solicitation. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.
b) Responder shall identify any increases if the bank servicing agreement is extended by the Gila County Board of Deposit for up to two additional years.
c) Identify the rate charged for overdrafts, should they occur.

25. SUPPLEMENTAL AGREEMENTS AND OTHER REQUIRED INFORMATION

a) Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.
b) Location where primary services will be provided.
c) Location of additional branches where services may be provided, such as remote deposits.
d) Provide any details any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this solicitation.
e) Does the bank outsource any of the services requested in this solicitation? If so, describe.
f) Provide any additional information that you believe to be relevant to this solicitation and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).
g) Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.
h) Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.

26. CONVERSION AND IMPLEMENTATION

a) Provide conversion plan for implementation by ***July 1, 2012***. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:
    i. What is the average lead-time for implementation? What are the critical factors that may impact that lead time?
    ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.
    iii. What additional resources does the bank require for successful conversion and successful implementation?
b) Identify any costs of conversion that will be charged by the bank.

END OF QUESTIONAIRE

Note: All costs described in the Questionnaire must also be included on the Pricing Sheet. Any costs not included on the Pricing Sheet will not be considered for award.

Proposal Evaluation

Criteria:

The County will evaluate proposals on three (3) core service areas:

1. Service Capabilities
2. Earnings Options
3. Fees (Price Proposal)

Based on the information requested herein, the County will utilize the following evaluation criteria to determine award.

A. Financial strength.
B. Ability to meet County's current and projected service requirements over the term of the Contract.
C. Availability schedule for deposit items.
D. Capacity to provide a wide range of electronic banking services.
E. Cost per identified activity, aggregate banking services cost, and corresponding compensating balances, if applicable.
F. Rate of interest paid historically on accounts, including evaluation of indexed rates.
G. Proposed benchmark for Earning Credit Rate (ECR).
H. Experience and governmental knowledge of proposed bank and bank team.
I. Quality of references.
J. Completeness of response to all required items on the standard forms provided.

General:

1. Shortlist
   The County reserves the right to shortlist the offerors on all of the sited criteria. However, the County may determine that short-listing is not necessary.

2. Interviews
   The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the state criteria.

3. Additional Investigations
   The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

4. Prior Experience
   Experience with Gila County and entities which have evaluation committee members present shall be taken into consideration when evaluating qualifications and experience.

INSTRUCTIONS TO BIDDERS

Instructions to Bidders and Bidders 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 Minimum Product Specifications and Information and take precedence over the language appearing in Instructions to Bidders and Bidders Award Agreement.

INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Purchasing Department, from bidders to deliver the goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced bidders able to provide services which are, in all respects, responsive to the specifications.

1. All proposals shall be on the forms provided in the RFP package. It is permissible to copy these forms as required.
2. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
4. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder.
5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
6. Periods of time, stated as days, shall be calendar days.
7. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
8. The Offer and Acceptance Page shall be submitted with an original ink signature by the person authorized to sign the proposal.

B. Before submitting its Proposal and Qualification Form each bidder shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Bidders must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of bidder to perform the Scope of Services as set forth in the Contract. Failure of any bidder to complete and submit the required forms at time and place of opening shall be grounds for automatic disqualification of the bidder from further consideration.

D. It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all response for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all bidders in the following manner:

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Proposal Format

It is requested that **Two (2) Originals and three (3) copies (5 TOTAL)** should be submitted on the forms and in the format specified in the RFP. The two originals shall be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, originals with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
   A. The submission of the proposal 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 the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any 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 the Proposal deadline.

Where to Submit Proposals

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page.

- The offerors proposal shall be presented in a sealed envelope
- The words "SEALED PROPOSAL" with Proposal Title "SERVICING BANK", Bid No., "**011312-1**", Date "**May 3, 2012**", and time "**3:00 PM**" of Proposal opening shall be written on the envelope.
- The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice.

Late Proposals

Late proposals shall not be considered. Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

Offer and Response Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

Inquires

Any question related to a Request for Proposal shall be directed to the Procurement Group. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should be referred to the appropriate Request for Proposal number, page and paragraph number.

However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

Request for Additional Information

The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for information purposes only and does not constitute discussions.

Contract Negotiations

The County reserves the right to enter into negotiations with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Proposal Results

Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Office of the Clerk of the Board of Supervisors and the Procurement Office, and available for review after official contract award.

BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any bidder, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the bidder's signature(s) appearing on page 32, BIDDERS OFFER PAGE, and page 25 Bidders Qualification and Certification forms.

Award of Contract

The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

- Notwithstanding any or other provisions of the RFP, the County reserves the right to:
  1. Waive any immaterial defects or informalities; or
  2. Reject any or all Proposals; or portions thereof; or
  3. Reissue a Request for Proposal.

A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the Gila County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by the RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder. To ensure that all bidders 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.

Further, the County reserves the right to reject the Proposal of any bidder who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Purchasing Department, Gila County Attorney, and Gila County Board of Supervisors.

Those bidders who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.

Familiarization of Scope of Work

Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

Withdrawal of Proposal

At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

Upon Notice of Intent to Award

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract including Certificate of Insurance and Bonds.

SPECIAL TERMS AND CONDITIONS

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

4. **Fidelity Bond or Crime Insurance**
   Bond or Policy Limit $_____

   a. The bond or policy shall be issued with limits based on the amount of cash being handled by the Contractor.
   b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
   c. The bond or policy shall include coverage for third party fidelity.
   d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
   e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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 ***Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501***, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to, ***Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501***. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Failure to Insure

Failure on the part of the Contractor to meet the insurance requirements herein shall constitute a material breach of Contract, upon which the County may immediately terminate this agreement.

Contract Term and Renewal

The term of the contract shall commence upon award and remain in effect for a period of three (3) years, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be mutually agreed upon in writing.

Contract Rate Adjustments

The County will review fully documented requests for a rate adjustment after services have been successfully provided by Contractor for a three (3) year period.

Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and must be fully justified in writing by the Contractor.

Certificates and Licenses

The contractor shall posses all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

Quality of Work

The contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract and shall perform services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statues, rules, codes, laws, ordinances, regulations, and restrictions.

Contract Default

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:

a. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
b. 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.
c. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

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 Contractor 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 Contractor 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.

STANDARD TERMS AND CONDITIONS

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 the 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, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
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, the 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.

Records

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your sub contractors. Said audit shall be limited to this contract and its scope of services.

Arbitration

It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

Cancellation of County Contracts

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

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose o assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

Protests

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

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

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 bidder 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 is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the bidder 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 RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the bidder; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the bidder 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 bidder 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 bidder.

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.

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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 contact modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Contract

The contract shall be based upon the RFP 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 RFP. 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 Finance Director, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

Rights and Remedies

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon this strict performance of the contract.

Inspection

All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.

Liens

All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

Licenses

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 as applicable to this contract.

Costs and Payments

Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

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 any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Public Record

All proposals submitted in response to the request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

MINIMUM SPECIFICATIONS

Purpose

It is the intent of this Request for Proposals to enter into a contract with a qualified contractor to provide Primary Banking Services for Gila County, Arizona.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.**

1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Proposal submission to assure the following requirements are met.

- 1.5.1 **Two (2) originals and three (3) copies, total of five (5),** shall be submitted at time of bid opening.
- 1.5.2 Qualification and Certification Forms
- 1.5.3 Price Sheet
- 1.5.4 References List
- 1.5.5 No Collusion Certification
- 1.5.6 Legal Arizona Workers Act Compliance
- 1.5.7 Checklist & Addenda Acknowledgment
- 1.5.8 Offer Page

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period.

2.2 The contract shall commence upon award and shall remain in effect for a period of thrity-six (36) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one-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.

2.3 Any price increases after the three (3) year term must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

QUALIFICATION AND CERTIFICATION FORMS

Bidder Qualifications and Certification

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Offeror's under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 011312-1 Primary Banking Service

The applicant submitting this Proposal warrants the following:

1. Name, Address, Telephone Number and Email Address of Offeror:

   JPMorgan Chase Bank NA
   201 N. Central Ave, Phoenix, AZ 85004
   602-221-2179 george.w.mcmanus@jpmorgan.com

2. Had Offeror (under its present or any previous name) ever failed to complete a contract? _____Yes __X___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 Offeror (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes __X____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Offerors 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 Offeror prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes ___X____No. If "Yes", give details including the date, the contracting agency, and the reasons Offeror was terminated in the narrative part of this Contract.

5. Offeror must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   c. List the specific qualifications the Offeror has in supplying the specified services.
   d. Gila County reserves the right to request additional information.

6. Current Business License Number: N/A
   (If Applicable)

7. Offeror must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

George W. McManus
Printed Name

Senior Banker
Title

PRICE SHEET

Offeror must complete all items on the pricing sheet and may provide any other costs associated with information from the Questionnaire. (Offeror shall also include additional pages to this price sheet with detailed information about other costs identified within the Questionnaire as needed.)

Fees shall either be fixed fees or index-based. An example of a fixed fee is "$0.02 per transaction". An example of an index based rate is the rate that is tied to an index such as the Federal Funds Rate. If any index-based rates are proposed, clearly indentify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made.

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = $ 5.00 x 15 Accounts = $ 75.00
Deposits & Other Credits	Annual	
Daily Deposits	300 / year	Daily Deposit Rate = $ 0.25 x 300 Daily Deposits / Year = $ 75.00
Deposits & Other Credits	$xxx	
Deposit Items	5,000 / year	Rate for Deposit Items = $ 0.09 x 5,000 Deposits/Year = $ 450.00
Currency / Coin Deposits	$xxx / year	
ACH Credits	5,000 / year	Rate for ACH Credits = $ 0.04 x 5,000 ACH Credits/Year = $ 200.00

Offeror Name: JPMorgan Chase Bank

Wire Transfers - Outgoing	10	Rate for Wire Transfers - Outgoing = $ 5.00 x 10 Outgoing Wire Transfers/Year= $ 50.00
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = $ 2.00 x 20 Outgoing Wire Transfers/Year= $ 40.00
Book Transfers	5	Rate for Book Transfers = $ 2.00 x 5 Book Transfers/Year = $ 10.00
Debits - Warrants	39,000	Rate For Warrants = $ 0.02 x 39,000 Checks/Year = $ 780.00
Debits -Checks	1,000	Rate for Checks = $ 0.02 x 1,000 Checks/Year = $ 20.00
Armored Car Service	1 Stop 5 Days/Week In April	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In October	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In December	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	November 1st May 1st	Rate per Day $ 2 Days/Year = $ Pass Through Fee
GRAND TOTAL PER YEAR		

Offeror Name: JPMorgan Chase Bank

Proforma Analysis

CHASE

pril 2012

GILA COUNTY TREASURER
* Proforma includes new proposed services

ECR Rate: 0.05%

Balance Analysis*

Average Ledger Balance			$1,013,303.49
Less Average Float			$331,856.89
Average Collected Balance			$681,446.60
Less Reserve Requirement	Rate	0.00%	$0.00
Average Available Balance			$681,446.60
Less Balance Required			$73,663,326.67
Net Available Balance			($72,981,880.07)
Earnings Credit Allowance	Rate	0.05%	$28.00
Total Charge for Services			$2,606.71
Net Credit Amount			($2,578.71)
	Service Charge Amount:		$2,578.71

Service Analysis*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
ACCOUNT SERVICES					
2 - NEGATIVE COLLECTED BALANCE FEE	000210	1	$30.4500	$30.45	$740,950.00
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	23	$0.0000	$0.00	$0.00
1005 - ACCOUNT MAINTENANCE	010000	15	$5.0000	$75.00	$1,825,000.00
1014 - ACCOUNT STATEMENT - PAPER	010310	33	$0.0000	$0.00	$0.00
1015 - STATEMENT CYCLES - ENHANCED	010307	2	$3.7500	$7.50	$182,500.00
1019 - DDA IMAGE STATEMENTS	010320	1	$0.0000	$0.00	$0.00
1073 - LARGE DOLLAR CHECK REVIEW	150299	13	$0.0000	$0.00	$0.00
1076 - AUDIT CONFIRMATIONS	010630	1	$25.0000	$25.00	$608,333.33
2316 - OVERDRAFT NSF ITEM PAID	150341	10	$0.0000	$0.00	$0.00
7636 - ACCT STATEMENT W/FLOAT-PAPER	010310	1	$0.0000	$0.00	$0.00
Subtotal				$137.95	$3,356,783.33
AUTOMATED CLEARING HOUSE					
2695 - ACH MAINTENANCE	250000	13	$10.0000	$130.00	$3,163,333.33
2700 - CREDIT ORIGINATED	250101	3,687	$0.0400	$147.48	$3,588,680.00
2705 - DEBIT ORIGINATED	250100	36	$0.0400	$1.44	$35,040.00
2716 - CREDIT RECEIVED	250201	77	$0.0400	$3.08	$74,946.67
2717 - DEBIT RECEIVED	250200	86	$0.0400	$3.44	$83,706.67
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	41	$0.0600	$2.46	$59,860.00
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	2	$0.0600	$0.12	$2,920.00
2746 - JPM ACCESS ACH MAINTENANCE	250000	2	$20.0000	$40.00	$973,333.33
2765 - FILE PROCESSING	250501	25	$5.0000	$125.00	$3,041,666.67
2796 - ADDENDA RECORD	250120	58	$0.0300	$1.74	$42,340.00
3175 - TPS TAX PAYMENT - FEDERAL	250199	3	$2.0000	$6.00	$146,000.00
Subtotal				$460.76	$11,211,826.67
BANKING CENTER SERVICES					
1306 - BRANCH CREDITS POSTED	100000	14	$1.0000	$14.00	$340,666.67
1314 - BRANCH DEPOSIT-IMMEDIATE VERIF	100000	423	$0.0026	$1.10	$26,766.67
Subtotal				$15.10	$367,433.33
DEPOSIT INSURANCE					
35 - DEPOSIT INSURANCE FEE	000230	1	$163.6300	$163.63	$3,981,663.33
Subtotal				$163.63	$3,981,663.33
DEPOSITORY SERVICES					
501 - CHECK DEPOSITED-ON US	100220	0	$0.0800	$0.00	$0.00
513 - CHECK DEPOSITED-TRANSIT	100224	0	$0.1000	$0.00	$0.00
519 - IMAGE GROUP ONE	999999	2,221	$0.0350	$77.74	$1,891,673.33
520 - ON-US STANDARD	999999	0	$0.0250	$0.00	$0.00
521 - IRD PERIOD ONE	999999	399	$0.1000	$39.90	$970,900.00
522 - IRD PERIOD TWO	999999	0	$0.1200	$0.00	$0.00
523 - FILE TRANSMISSION REC.- FTP	999999	1	$150.0000	$150.00	$3,650,000.00

526 - IMAGE GROUP TWO	999999	370	$0.0250	$9.25	$225,083.33
541 - CHECK IMAGE DEPOSITED	109999	0	$0.0800	$0.00	$0.00
548 - IDD MONTHLY MAINTENANCE FEE	109999	0	$20.0000	$0.00	$0.00
704 - DEPOSIT CORRECTION	100230	1	$0.0000	$0.00	$0.00
746 - ON US PREMIUM	999999	712	$0.0500	$35.60	$866,266.67
747 - IRD PERIOD THREE	999999	0	$0.2000	$0.00	$0.00
748 - ICL DEPOSIT LATE	100200	0	$2.0000	$0.00	$0.00
756 - ICL DEPOSIT STANDARD	100200	0	$1.5000	$0.00	$0.00
759 - ICL DEPOSIT EARLY	100200	21	$1.0000	$21.00	$511,000.00
1139 - SOFTWARE MAINTENANCE FEE	109999	0	$20.0000	$0.00	$0.00
1305 - CREDITS POSTED	010101	94	$0.2500	$23.50	$571,833.33
** 1385 - IDD PANINI 50/50 SCANNER	109999	0	$986.0000	$0.00	$0.00
1435 - RETURN ITEM	100400	5	$1.0000	$5.00	$121,666.67
1441 - RETURN FAX COPY	100415	5	$2.0000	$10.00	$243,333.33
1450 - RETURN ITEM REDEPOSIT	100402	19	$4.0000	$76.00	$1,849,333.33
Subtotal				$447.99	$10,901,090.00
DISBURSEMENT SERVICES					
2285 - CHECK / DEBIT POSTED	010100	3,479	$0.0200	$69.58	$1,693,113.33
2320 - STOP PAYMENT - MANUAL	150420	23	$15.0000	$345.00	$8,395,000.00
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150510	1	$4.0000	$4.00	$97,333.33
2360 - DELUXE 3RD PARTY PRINT SVCS	150810	1	$201.0300	$201.03	$4,891,730.00
3306 - PAPER CHECK RETURN	159999	3,011	$0.0000	$0.00	$0.00
3307 - PAPER CHECK RETURN MAINTENANCE	159999	1	$0.0000	$0.00	$0.00
3377 - IMAGE TRANSMISSION PER ITEM	150714	3,320	$0.0300	$99.60	$2,423,600.00
3378 - IMAGE TRANSMISSION PER TRANS	150711	1	$100.0000	$100.00	$2,433,333.33
6618 - PWS CHECK INQUIRY MAINTENANCE	999999	0	$0.0000	$0.00	$0.00
6621 - PWS IMAGING MAINTENANCE	151350	0	$0.0000	$0.00	$0.00
6639 - STOP PAYMENT - ELECTRONIC	999999	0	$5.0000	$0.00	$0.00
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	0	$3.0000	$0.00	$0.00
6646 - PWS IMAGE RETRIEVAL >91DAY	151352	0	$5.0000	$0.00	$0.00
Subtotal				$819.21	$19,934,110.00
FUNDS TRANSFER SERVICES					
5883 - FED TRANSFER FEE	350531	0	$0.0000	$0.00	$0.00
5886 - BOOK CREDIT	350320	0	$2.0000	$0.00	$0.00
5887 - FED CREDIT S/T	350300	2	$2.0000	$4.00	$97,333.33
5928 - MAIL CREDIT ADVICE	350412	1	$1.0000	$1.00	$24,333.33
Subtotal				$5.00	$121,666.67
INTERNATIONAL SERVICES					
3941 - DEPOSITED CHECK - CANADIAN	609999	1	$5.0000	$5.00	$121,666.67
Subtotal				$5.00	$121,666.67
INVESTMENT SERVICES					
7849 - INVESTMENT SWEEP - MAINT	450020	1	$100.0000	$100.00	$2,433,333.33
Subtotal				$100.00	$2,433,333.33
JPMORGAN ACCESS					
6067 - ACCOUNT MAINT - 45 DAY HISTORY	400699	11	$8.0000	$88.00	$2,141,333.33
6075 - ACCESS ACCOUNT TRANSFER MAINT	400699	0	$0.0000	$0.00	$0.00
6079 - TRANSACTION REPORTED	400699	4,194	$0.0500	$209.70	$5,102,700.00
6090 - JPMORGAN ACCESS CLIENT MAINT	400699	9	$0.0000	$0.00	$0.00
7357 - JPM ACCESS MONTHLY MAINT	400699	2	$25.0000	$50.00	$1,216,666.67
Subtotal				$347.70	$8,460,700.00
OTHER CHARGES AND CREDITS					
8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	$0.0000	$0.00	$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	$0.0000	$0.00	$0.00
Subtotal				$0.00	$10,233,383.33
RECONCILIATION SERVICES					
3386 - IMAGE CAPTURE PER ITEM	151351	3,479	$0.0300	$104.37	$2,539,670.00
Subtotal				$104.37	$2,539,670.00
Total Charge for Services				**$2,606.71**	**$73,663,326.67**

* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

JPMorganChase

Price Proposal to the

Gila County

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ACCOUNT SERVICES		
ACCOUNT MAINTENANCE	1005	$5.0000
CASH CONCENTRATION MAINTMASTER	7856	$35.0000
CASH CONCENTRATION MAINT SUB	7857	$25.0000
STATEMENT PHOTOCOPY	1025	$20.0000
PRINTED STATEMENT	1014	$0.0000
STATEMENT CYCLES ENHANCED	1015	$3.7500
ADDITIONAL ADDRESS DDA STATEMENT	1018	$20.0000
DDA IMAGE STATEMENTS	1019	$0.0000
ARP PAID ITEM RETURN CREDIT	1304	$0.0000
ACCOUNT ANALYSIS INTERNET STATEMENTS (RECOMMENDED)	7633	$0.0000
PAPER CHECK RETURN	3306	$0.0000
PAPER CHECK RETURN MAINTENANCE	3307	$0.0000
CREDIT POSTED ELECTRONIC	7634	$0.2000
DEBIT POSTED ELECTRONIC	7635	$0.2000
ACCT STATEMENT W/FLOAT PAPER	7636	$0.0000
FDIC FEE (RATE BASED)	0035	PASS THROUGH
LARGE DOLLAR CHECK REVIEW	1073	$0.0000
POST NO CHECKS MAINTENANCE	3499	$3.0000
DAILY OVERDRAFT OCCURRENCE FEE	105	$0.0000
OVERDRAFT NSF ITEM RETURNED	2315	$38.0000
OVERDRAFT NSF ITEM PAID	2316	$0.0000
NEGATIVE COLLECTED BALANCE (RATE BASED)	0002	PASS THROUGH
COURIER SERVICES		PASS THROUGH
MISCELLANEOUS SERVICES	1100	Custom Fee
SPECIAL HANDLING	4596	Custom Fee
AUDIT CONFIRMATIONS	1076	25.0000
BANKING CENTER SERVICES		
BRANCH CREDITS POSTED	1306	$1.0000
BRANCH DEPOSIT IMMEDIATE VERIF	1314	$0.0026
BRANCH DEPOSIT POST VERIF	1327	$0.0015
BRANCH COIN DEP PAR OR MIX BAG	1316	$7.5000
BRANCH DEPOSIT IN NON STD BAG	1320	$2.0000
BRANCH DEPOSIT ADJUSTMENT	1332	$0.0000
BRANCH ORDER PROCESSED	1333	$2.5000
BRANCH ORDER COIN ROLL	1318	$0.0500
BRANCH ORDER CURRENCY STRAP	1319	$0.3500
VAULT SERVICES		
VAULT DEPOSIT	1310	$0.7500
VAULT DEPOSIT RECEIPT MAILERS	1461	$0.7500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
VAULT DEPOSIT DOLLARS	1459	$0.6000
VAULT MAINTENANCE	1467	$0.0000
VAULT EMAIL NOTIFICATION	1468	$0.5000
VAULT DEPOSIT ROLLED COIN	1475	$0.2000
VAULT DEPOSIT STD STRAP NOTES	1482	$0.0060
VAULT DEP NON STD STRAP NOTES	1486	$0.0250
VAULT DEPOSIT IN NON STD BAG	1493	$1.0000
VAULT DEP PARTIAL OR MIXED BAG	1506	$7.5000
VAULT DEPOSIT STD COIN BAG	1525	$2.0000
VAULT ENVELOPE DEPOSIT VERIF	1535	$0.8500
VAULT ACTIVITY REPORT MAILED	1540	$50.0000
VAULT ACTIVITY REPORT FAXED	1545	$25.0000
VAULT DEPOSIT ADJUSTMENT	1617	$5.0000
VAULT DEPOSIT ADJUSTMENT NOTIF	1618	$5.0000
VAULT ORDER COIN ROLLS	1476	$0.1000
VAULT ORDER COIN ROLLS-BOX	1477	$0.0500
VAULT ORDER COIN BAG LOOSE	1479	$1.2500
VAULT STANDARD ORDERS	1495	$5.0000
VAULT ORDER CURRENCY STD STRAP	1497	$0.3500
VAULT EXPEDITED SPECIAL ORDERS	1498	$25.0000
VAULT ORDER NON STANDARD STRAP	1499	$0.0250
VAULT ORDER SUPPLIES	1573	PASS THROUGH
VAULT ORDER ATM FIT STRAPS	1619	$1.0000
VAULT ARMORED TRANSPORTATION	1460	PASS THROUGH
DEPOSITORY SERVICES		
DEP CHECKS ON US	501	$0.0800
DEP CHECKS TRANSIT	513	$0.1000
DEP CHECKS ENCODING	702	$0.0000
DEPOSIT CORRECTION	704	$0.0000
CREDITS POSTED	1305	$0.2500
DEP CHECKS ON-US NRLB West	765	$0.0300
DEP CHECKS CLEARINGHOUSE NRLB WEST	766	$0.0400
DEP CHECKS IN DISTRICT NRLB WEST	767	$0.0500
DEP CHECKS OTHER FED NRLB WEST	768	$0.0600
TRANSMISSION OF RETURNS DATA	1429	$175.0000
DATA KEYING RETURN ITEM	1433	$0.6000
RETURN ITEM	1435	$1.0000
RCK ACH REDEPOSIT	1436	$3.0000
DEP RETURN MAKER NAME	1455	$0.6000
DEP RETURN MULTIPLE LOCATIONS	1437	$0.6000
DEP RETURN ALTERNATE ADDRESS	1438	$0.5000
RETURN EXPEDITED DELIVERY	1439	$1.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
DEP RETURN PHONE NOTIFICATION	1440	$11.0000
RETURN FAX COPY	1441	$2.0000
RETURN DETAIL REPORTING	1448	$0.5000
RETURN DUPLICATE CK COPY	1444	$2.0000
RETURN DUPLICATE ADVICE	1445	$2.0000
RETURN IMAGE	1446	$1.0000
RETURN DETAIL REPORTING	1448	$0.5000
RETURN SINGLE ITEM ADVICE	1449	$2.0000
RETURN ITEM REDEPOSIT	1450	$4.0000
RETURN EMAIL NOTIFICATION	1452	$1.0000
RETURN MAKER NAME	1455	$0.6000
REQUALIFICATION OF RETURN ITEM	1457	$6.0000
RETAIL REGIONAL LOCKBOX		
RLB MAINTENANCE	1815	$400.0000
RLB RETAIL ITEM	1822	$0.2200
RLB CORRESPONDENCE	1833	$0.3000
RLB MULTIPLES	1839	$0.2800
RLB CHECK COPY	1865	$0.2500
RLB COURIER DEPOSIT	1866	$10.0000
RLB UNPROCESSABLE ITEMS	1874	$0.3500
RLB FILE TRANSMISSION	1907	$150.0000
RLB DEPOSIT REPORTING FAX	1912	$100.0000
RLB COURIER MAIL PREP	1877	$25.0000
RLB POSTAGE	1892	$0.2900
RLB IMAGE CAPTURE MAINTENANCE	1933	$30.0000
RLB CHECK IMAGE CAPTURE	1934	$0.0300
RLB DOCUMENT IMAGE CAPTURE	1935	$0.0300
RLB IMAGE ARCHIVE MAINTENANCE	1936	$30.0000
RLB IMAGE STORAGE FIRST MONTH	1937	$0.0300
RLB IMAGE STORAGE ADDL MONTH	1938	$0.0050
RLB IMAGE SAME DAY ACCESS	1940	$0.0300
RRLB LONG TERM CK STORAGE	1975	$0.0300
RRLB LONG TERM DOC STORAGE	1976	$0.0600
RRLB RETURN ITEM MAINTENANCE	1982	$15.0000
RLB IMAGE TRANSMISSION MAINT	1997	$30.0000
RLB IMAGE TRANSMISSION RECORD	1998	$0.0300
RRLB CONSOL RECVBLE MO MAINT	4581	$25.0000
RLB CREDIT CARD PAYMENT MAINT	1824	$75.0000
RLB SPECIAL HANDLING	1841	$0.3000
RLB ADDITIONAL REPORTS	1843	$100.0000
RLB KEYED DOCUMENT PAYMENT	1846	$0.2500
RLB ADDITIONAL SORT	1849	$0.1500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
RLB CREDIT CARD AUTHORIZATION	1851	$0.9000
RLB STOP FILE REJECT	1858	$0.2000
RLB STOP FILE	1859	$200.0000
RLB SPECIAL PROCESSING	1861	$100.0000
RLB CASH PROCESSING	2058	$10.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
WHOLESALE REGIONAL LOCKBOX		
WLB SETUP	1800	$0.0000
WLB LOCKBOX MAINTENANCE	1801	$125.0000
CUSTOM PROGRAMMING PER HOUR	N/A	$250.0000
WLB CORRESPONDENCE	1832	$0.3000
WLB SPECIAL PROCESSING	1840	$50.0000
WLB UNPROCESSABLE ITEM	1873	$0.3500
WLB COURIER MAIL PREP	1876	$25.0000
WLB INCOMING COURIER PACKAGE	1884	$10.0000
WLB FILE TRANSMISSION	1931	$150.0000
WLB WHOLESALE ITEM	1941	$0.3500
WLB WHOLESALE ITEM W/COPY	1942	$0.5500
WLB POSTAGE	1951	$0.2900
WLB DATA CAPTURE NUMERIC	1954	$0.0100
WLB SPECIAL PROCESSING ITEMS	1963	$0.1500
WLB SPECIAL SORTING	1967	$0.1200
WLB CASH PROCESSING	2057	$10.0000
WLB DOCUMENT IMAGE CAPTURE	2062	$0.1500
WLB CHECK IMAGE CAPTURE	2061	$0.1000
WLB IMAGE ONLINE MAINTENANCE	2063	$30.0000
WLB IMAGE CAPTURE MAINTENANCE	2064	$30.0000
RWLB LONG TERM CHECK STORAGE	1973	$0.0300
RWLB LONG TERM DOCUMENT STORAGE	1974	$0.0600
WLB IMAGE TRANSMISSION MAINT	2000	$30.0000
WLB IMAGE TRANSMISSION RECORD	2001	$0.0300
WLB IMAGE STORAGE FIRST MONTH	2065	$0.0300
WLB IMAGE STORAGE ADDL MONTH	2066	$0.0050
WLB SAME DAY ACCESS	2067	$0.0300
WLB CREDIT CARD PAYMENT MAINT	1852	$75.0000
WLB CREDIT CARD AUTHORIZATION	1853	$0.9000
WLB ADDITIONAL COPIES	1864	$0.1500
WLB SPECIAL MAIL HANDLING	1957	$50.0000
WLB CHECK MICR CAPTURE	1904	$0.0200
WLB DATA CAPTURE NUMERIC	1954	$0.0100
WLB DATA CAPTURE ALPHANUMERIC	2052	$0.0120
IMAGE DEPOSIT DIRECT SERVICES		
CHECK IMAGE DEPOSITED	0541	$0.0800
IDD SOFTWARE MAINT	1139	$20.0000
IDD MONTHLY MAINT	0548	$20.0000
IDD PANINI SCANNER	1385	$986.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
IMAGE CASH LETTER		
FILE TRANSMISSION VPN	0524	$150.0000
FILE TRANSMISSION FTP	0523	$150.0000
ON-US STANDARD	0520	$0.0250
ON-US PREMIUM	0746	$0.0500
IMAGE GROUP ONE	0519	$0.0350
IMAGE GROUP TWO	0526	$0.0250
IRD SELECT	0527	$0.0800
IRD PERIOD ONE	0521	$0.1000
IRD PERIOD TWO	0522	$0.1200
ON US PREMIUM	0746	$0.0500
IRD PERIOD THREE	0747	$0.2000
ICL DEPOSIT LATE	0748	$2.0000
IMAGE GROUP ONE - PERIOD TWO	0751	$0.0550
IMAGE GROUP ONE - PERIOD THREE	0752	$0.1200
ICL DEPOSIT STANDARD	0756	$1.5000
IMAGE QUALITY SUSPECT ITEMS	0757	$0.2500
NON-CONFORMING IMAGE ITEMS	0758	$0.0000
ICL DEPOSIT EARLY	0759	$1.0000
ACH ELIGIBILITY TESTING/FILTER	0760	$0.0030
IMAGE CASH LETTER with ACH		
DARC ITEM ORIGINATED	1132	$0.0900
DPC ELECTRONIC RESUBMIT	1147	$0.4000
DPC MAINTENANCE	1152	$20.0000
DPC ACH RETURN	1155	$0.5500
DISBURSEMENT SERVICES		
CHECKS/DEBITS POSTED	2285	$0.0200
CHECK CASHING NON-ACCOUNT HOLDER	1321	$6.0000
CONT DISB MAINTENANCE	2205	$150.0000
CONT DISB CHECKS PAID	2210	$0.1700
CONT DISB FUNDING TRANSFER	5234	$0.4000
PWS CHECK SERVICES	6618	$0.0000
STOP PAY - ELECTRONIC	6639	$5.0000
STOP PAY - MANUAL	2320	$15.0000
STOP PAYMENT AUTOMATIC RENEWAL	2338	$4.0000
PWS EXCEPTION NOTIFICATION ACCOUNT	6625	$10.0000
ISSUE INPUT UPLOAD	6644	$1.0000
PWS RECON REPORTS/STATEMENT MAINT	6620	$0.0000
PWS IMAGING MAINTENANCE	6621	$0.0000
PWS RPP EXCEPT REVIEW MAINT	6636	$30.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
PWS REVERSE POSPAY EXCEPTIONS	6638	$0.2500
IMAGE RETENTION EXT PER ITEM	6640	$0.0400
IMAGE RETRIEVAL ITEM PER RETRIEVE	6645	$3.0000
PWS IMAGE RETRIEVAL >91DAY	6646	$5.0000
IMAGE TRANSMISSION PER ITEM	3377	$0.0300
IMAGE TRANSMISSION PER TRANSMISSION	3378	$100.0000
CHECK PHOTOCOPY RETRIEVAL (sent by Bank customer service)	1030	$15.0000
RECONCILIATION SERVICES		
PARTIAL RECON MAINTENANCE	3209	$40.0000
PARTIAL RECON ITEMS	3210	$0.0700
DEPOSIT RECON MAINTENANCE	3322	$60.0000
DEPOSIT RECON ITEMS	3325	$0.1000
FULL RECONCILEMENT - PER ITEM	3205	$0.0080
FULL RECONCILEMENT - MAINT	3207	$60.0000
DATA ENTRY - MANUAL	3294	$2.0000
POSITIVE PAY MAINTENANCE	3262	$0.0000
PAYEE NAME VERIFICATION	3228	$0.0300
REVERSE POSITIVE PAY MAINT	3264	$75.0000
ISSUE INPUT FILE WITH RECON	3271	$5.0000
ISSUE INPUT WITHOUT RECONCILIATION	3269	$1.0000
CHECK EXCEPTION RETURN	3272	$20.0000
ARP FAX FEES	3267	$1.0000
POSITIVE PAY NO RECON - MAINT	3268	$30.0000
INPUT FILE TRANSMITTAL REPORT	3290	$3.0000
EXCEPTION ITEMS	3263	$2.0000
ARP OUTPUT FILE	3291	$20.0000
IMAGE CAPTURE PER ITEM	3386	$0.0300
CD ROM MEDIA	3384	$50.0000
CD ROM MAINTENANCE	3385	$30.0000
CD ROM ADDITIONAL MEDIA	3387	$15.0000
ARP SHIPPING PREP FEE	3348	$25.0000
ADDITIONAL RECONCILIATION	3372	$25.0000
DUPLICATE REPORT	3373	$25.0000
ARP CUSTOM REPORT	3376	$25.0000
DAILY PAID RECONCILIATION	7713	$150.0000
FUNDS TRANSFER SERVICES		
ACCOUNT MAINTENANCE	N/A	$0.0000
ELECTRONIC BOOK DEBIT S/T	5822	$4.5000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ELECTRONIC BOOK DEBIT REPAIR	5823	$7.0000
ELECTRONIC FED DEBIT S/T	5824	$8.5000
ELECTRONIC FED DEBIT REPAIR	5825	$11.0000
ELECTRONIC CHIP DEBIT S/T	5826	$8.5000
ELECTRONIC CHIP DEBIT REPAIR	5827	$11.0000
ELECTRONIC CHECK DEBIT S/T	5828	$30.0000
ELECTRONIC CHECK DEBIT REPAIR	5829	$40.0000
ELECTRONIC DEBIT ACCT TRANSFER	5830	$5.0000
INTERNATIONAL ELECTRONIC DEBIT	5878	$30.0000
ELECTRONIC FX DEBIT	5836	$15.0000
PHONE FX DEBIT	5837	$35.0000
BANK INITIATED INTL DEBIT	6014	$100.0000
BANK INITIATED BOOK DEBIT	5841	$100.0000
BANK INITIATED FED DEBIT	5842	$25.0000
BANK INITIATED CHIP DEBIT	5843	$100.0000
PHONE OUTGOING NON REPETITIVE WIRE	5848	$35.0000
REPETITIVEINSTRUCTION STORAGE	5882	$0.0000
FED TRANSFER FEE	5883	$0.0000
CHIPS MESSAGE FEE	5884	$0.0000
BOOK CREDIT	5886	$3.0000
FED CREDIT S/T	5887	$4.0000
FED CREDIT REPAIR	5888	$9.5000
CHIPS CREDIT S/T	5889	$7.0000
CHIPS CREDIT REPAIR	5890	$9.5000
MAIL DEBIT ADVICE	5927	$2.5000
MAIL CREDIT ADVICE	5928	$1.0000
PHONE DEBIT ADVICE	5929	$10.0000
PHONE CREDIT ADVICE	5930	$10.0000
DIRECT DELIVERY WIRE NOTIFY 1-2	5933	$2.5000
DIRECT DELIVERY WIRE NOTIFY 3-4	5934	$3.5000
DIRECT DELIVERY WIRE NOTIFY 5-6	5935	$4.5000
ESERVE INVESTIGATION	5978	$0.0000
DOMESTIC OUTBOUND DEBIT	6374	$8.0000
ESERVE NOTIFICATION	5974	$0.0000
AUTOMATED CLEARING HOUSE		
ACH MAINTENANCE	2695	$10.0000
ACH CREDITS ORIGINATED	2700	$0.0400
ACH DEBITS ORIGINATED	2705	$0.0400
ACH IMPLEMENTATION-DIRECT SEND	2714	$1,000.0000
ACH DELETION	2710	$16.0000
ACH RETURN	2720	$3.2500
ACH RETURN NOTIFICATION VIA ONLINE REPORTING	2729	$1.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ACH NOC REPORTING VIA ONLINE REPORTING	2730	$1.0000
ACH TRANS FILTER MAINTENANCE	2237	$12.0000
ACH TRANS FILTER EXCEPTIONS	2238	$0.0000
ACH TRANS FILTER RETURN	2239	$5.0000
ACH REVERSALS	2735	$16.0000
ACH RETURN ITEM REDEPOSIT	2740	$3.5000
ACH FILE PROCESSING	2765	$5.0000
ACH ADDENDA RECORDS	2796	$0.0300
CREDIT ORIGINATED - JPM ACCESS	2742	$0.0600
DEBIT ORIGINATED - JPM ACCESS	2744	$0.0600
JPM ACCESS ACH MAINTENANCE	2746	$20.0000
ACH NOTIFICATION OF CHANGE (NOC)	2722	$1.6000
ACH EMAIL NOC	2809	$1.5000
ACH US MAIL NOC	2811	$8.0000
NOTIFICATION OF CHANGE - FAX	2812	$5.0000
ACH NOC TRANSMISSION REPORTING	2814	$1.7500
RETURN ITEM NOTIF - TRANSMISSION	2818	$1.7500
ACH RETURN U.S. MAIL NOTIFICATION	2820	$8.0000
RETURN ITEM NOTIF - FAX	2821	$5.0000
ACH RECEIVER SVCS-RETURN ITEM	5492	$12.0000
ACH RETURN FILES TRANSMITTED	2818	$1.7500
ACH MONTHLY RETURN ANALYSIS	7618	$10.0000
ACH DAILY TRANSMISSION JOURNAL	7619	$10.0000
ACH DAILY RETURNS JOURNAL	7620	$10.0000
ACH ESERVE - REVERSAL ITEM	7622	$5.0000
ACH CREDIT RECEIVED	2716	$0.0400
ACH DEBIT RECEIVED	2717	$0.0400
DEBIT BLOCK MAINTENANCE	2860	$12.0000
ACH ADA AUTHORIZED ID	2861	$0.5000
TPS TAX PAYMENT - FEDERAL	3175	$2.0000
TPS TAX PAYMENT - STATE	3186	$4.0000
TPS REPORT - MONTHLY	3181	$15.0000
TPS REPORT - QUARTERLY	3182	$15.0000
ACH RECEIVER SVCES - ONE TIME SETUP	5488	$1,000.0000
ACH RECEIVER SVCS-MAINTENANCE	5489	$50.0000
ACH RECEIVER SVCS-TRANSACTION	5490	$0.1000
ACH RECEIVER SVCS-REFORMAT	5491	$0.0500
ACH RECEIVER SVCS-ADDENDA	5493	$0.0200
ACH RECEIVER SVCS-DATA TRANSMISSION	2732	$10.0000
UPIC (ACH) MONTHLY MAINTENANCE	2847	$28.0000
UPIC (ACH) PER ITEM CHARGE	2845	$0.2500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ELECTRONIC DATA INTERCHANGE		
EC GATEWAY MONTHLY MAINT	7215	$100.0000
EC GATEWAY IMPLEMENTATION FEE	7220	AMOUNT
PAYSOURCE MTHLY MAINT (PER ID)	3608	$100.0000
PAYSOURCE IMPLEMENT SETUP FEE	3609	$4,500.0000
TRANSLATION FEE-PER 1000 CHAR	3620	$0.2000
PAYSOURCE TRANSACTION FEE	3622	$0.0500
FMS FILE TRANSMISSION	3630	$10.0000
EDI TRANSMISSION ITEMS	2647	$0.1500
EDI 822 ANALYSIS MODULE MAINT	1033	$35.0000
EDI 822 ANALYSIS ACCT MAINT	1034	$5.0000
EDI 828 ISSUE FILE ITEM	4228	$0.0100
EDI 821 PAID FILE ITEM	4229	$0.0100
EDI 821 FINANCIAL INFO RPTG	4428	$0.1700
EDI 821 EXCEPTION ITEM	4429	$1.0000
EDI 828 PAY / NO-PAY DECISION	4430	$1.0000
STOP PAYMENT	4431	$1.0000
R$ EDI FAX REPORT	2661	$2.5000
P$ EMAIL ADVISING	4207	$2.5000
R$ EDI Reporting Summary Report	2629	$2.0000
R$ EDI Reporting Detail Report	2631	$2.0000
R$ EDI RCVNG MONTHLY MAINT	2642	$50.0000
R$ FILE PROCESSING	4211	$10.0000
R$ EDI RPTG 820 DOWNLOAD MAINT	4213	$20.0000
ENHANCED REC SVCS MTHLY MAINT	3614	$50.0000
CTX/ACH/LBX/WIRE TRANS RECV	3636	$0.2000
DATA EXCHANGE		
INCOMING DATA EXCHANGE ACCOUNT	3728	$5.0000
OUTGOING DATA EXCHANGE ITEM	3730	$0.2500
OUTGOING DATA EXCHANGE ACCOUNT	3731	$100.0000
INFORMATION SERVICES		
ACCT MAINT FEE (45 DAY HIST)	6067	$8.0000
ACCT MAINT FEE (90 DAY HIST)	6068	$35.0000
INFO SVCS TRANS. LOADED	6079	$0.0500
JPM ACCESS MONTHLY MAINT	6090	$0.0000
JPMORGAN ACCESS SPECIAL REPORT FEE	6099	$35.0000
JPMORGAN ACCESS CLIENT MAINT FEE	7357	$25.0000
JPMORGAN ACCESS SUBSCRIP FEE	6087	$5.0000
ACCESS ACCOUNT TRANSFER ITEM	6075	$0.0000
BAI2 FILE IMPLEMENTATION FEE	3645	$1,000.0000

JPMorganChase

Price Proposal to the

Gila County

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
FILE TRANSMISSION-IRIS	3653	$5.0000
FILE TRANS EXCESSIVE SIZE	3654	$5.0000
DT CURRENT DAY MONTHLY FEE	6080	$150.0000
DT PER ACCOUNT CHARGE	6085	$75.0000
DT PER CHECK ITEM CHARGE	6093	$0.1500
DT PRIOR DAY EXTENDED DETAIL	6094	$0.1500
DT PRIOR DAY TRANSACTIONS	6095	$0.1500
CHASE COMMERCIAL ONLINE		
CCO STANDARD MONTHLY SERVICE	6750	$25.0000
CCO PREMIUM MONTHLY SERVICE	6751	$50.0000
CCO QUICK DEPOSIT MAINTENANCE FEE	6767	$125.0000
CCO QUICK DEPOSIT ITEM FEE	6768	$0.1500
CCO ADDTL SCANNER MAINT FEE	6765	$20.0000
CCO ADDTL SCANNER FEE	6766	$600.0000
AUTOMATED INVESTMENT SERVICES		
END OF DAY REPURCHASE AGREEMENTS	7849	$100.0000
INTERNATIONAL SERVICES		
FOREIGN CHECK DEPOSIT (CAD)	3941	$5.0000
FOREIGN CHECK RETURNED (CAD)	3947	$20.0000

Please note that depending on volumes and processing options, all fees could be further customized and possibly reduced further.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Yavapai County Treasurer
   Contact: Ross D. Jacobs
   Phone: 928-442-5170
   Address: 1015 Fair Street, Prescott, AZ 86305
   Job Description: County Treasurer

2. **Company:** Santa Cruz County
   Contact: Caesar Ramirez
   Phone: 520-375-4967
   Address: 2150 North Congress Dr., Ste 104, Nogales, AZ 85621
   Job Description: County Treasurer

3. **Company:** Cochise County Treasurer
   Contact: Marsha Bonham
   Phone: 520-432-8408
   Address: 4 Ledge Ave, 3rd Floor, Bisbee, AZ 85603
   Job Description: County Treasurer

JPMorgan Chase Bank
Name of Business

Signature of Authorized Representative

Senior Banker
Title

AFFIDAVIT BY OFFEROR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

George W. McManus
(Name of Individual)
being first duly sworn, deposes and says:

That he is Senior Banker
(Title)

of JPMorgan Chase Bank NA and
(Name of Business)

That he is bidding on **Gila County BID NO. 011312-1 PRIMARY BANKING SERVICE, GILA COUNTY** and,

That neither he nor anyone associated with the said

JPMorgan Chase Bank NA
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project. All statements contained herein are made to the best knowledge of the undersigned.

JPMorgan Chase Bank NA
Name of Business

By

Senior Banker
Title

Subscribed and sworn to before me this 2nd **day of** May, **20** 12.

Teresa McGregor
Notary Public

TERESA McGREGOR
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
July 4, 2013

My Commission expires:
July 4, 2013

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

George W. McManus
Printed Name

Senior Banker
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
REFERENCE LIST	X
NO COLLUSION IN BIDDING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X
BACKGROUND AUTHORIZATION	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials					
Date					

Signed and dated this 3rd day of May, 2012

JPMorgan Chase Bank NA
Offeror:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Request for Sealed Proposals No. 011312-1 Primary Banking Service. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 3, 2012, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List. **All certifications herein are made to the best knowledge of the undersigned.**

CONTRACT NUMBER: 011312-1 Primary Banking Service

Contractor Submitting Proposal:

JPMorgan Chase Bank NA
Company Name

201 N. Central Ave
Address

Phoenix AZ 85004
City State Zip

For clarification of this offer, contact:

Name: George W. McManus

Phone No.: 602-221-2179

Fax 602-221-1075

Email: george.w.mcmanus@jpmorgan.com

Signature of Authorized Person to Sign

George W. McManus
Printed Name

Senior Banker
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor ***JP Morgan Chase Bank*** is now bound to provide the materials or services listed in RFP No.: 011312-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as ***Contract No. 011312-1***. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2012

_____

Tommie C. Martin, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

Proposal from JPMorgan Chase Bank, N.A. to Provide Primary Banking Services to Gila County, Arizona

RFP 011312-1

May 3, 2012

J.P.Morgan

Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by J.P. Morgan.

J.P. Morgan is a marketing name for the Investment Banking, Asset Management and Treasury & Securities Services businesses as well as the Commercial Banking, Mid-Corporate and Real Estate client segments of JPMorgan Chase & Co. and its subsidiaries worldwide. Securities, syndicated loan arranging, financial advisory and other investment banking activities are performed by J.P. Morgan Securities Inc. and its securities affiliates. Lending, derivatives and other commercial banking activities are performed by JPMorgan Chase Bank, N.A. and its banking affiliates ("JPMorgan Chase Bank"). J.P. Morgan deal team members may be employees of any of the foregoing entities.

All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax, and credit due diligence. The Agency will be required to sign an agreement with J.P. Morgan. J.P. Morgan does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services and any of the investments hereunder for the needs and requirements of its business.

With respect to investments in mutual funds, the Agency is responsible for reviewing the current prospectus, which contains information about the fund(s) including management fees and expenses. Affiliates of JPMorgan Chase Bank provide services to the fund(s) and receive fees from the fund(s) for such services as described in the prospectus, including acting as investment advisor, administrator, custodian, distributor and shareholder servicing agent. JPMorgan Chase Bank receives fees from its affiliates for providing services to the J.P. Morgan's clients that invest in the fund(s). J.P. Morgan does not offer any advice or recommendation on investing in a fund to its clients. An investment account established with respect to a fund(s) is not a deposit account and neither such account nor shares in the fund(s) are insured by the Federal Deposit Insurance Corporation, and shares in the fund(s) are not the obligations of, and are not guaranteed by JPMorgan Chase Bank or the U.S. government. There is no assurance that a fund will be able to maintain a stable net asset value of $1.00 per share. Investments in mutual funds involve risk, including possible loss of principal. The Agency should make its own independent investment assessment as to the suitability and appropriateness of the services and the investments hereunder for the needs and requirements of its business, and assumes all risk of loss resulting from any decision it makes to purchase, exchange or sell shares of the fund(s), or to authorize the same on its behalf.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Call 1-800-766-7722 for a fund prospectus. You can also visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing.

J.P. Morgan Funds are distributed by J.P. Morgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member FINRA/SIPC.

An investment in a money market fund is not insured and is not guaranteed by the FDIC or any other government agency. They are not obligations of or guaranteed by JPMorgan Chase Bank, J.P. Morgan Institutional Investments, Inc. or their affiliates. Securities, including money market funds involve investment risk. Past performance is not indicative of future performance. Yields will fluctuate. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the Fund. Some investors may be subject to the Federal Alternative Minimum Tax and to certain state and local taxes.

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This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements.

This document may contain information that is confidential and/or proprietary to JPMorgan Chase & Co. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by JPMorgan Chase Bank, N.A.

The following is required pursuant to regulations adopted under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001:

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

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J.P.Morgan

George W. McManus
Senior Vice President
tel (602) 221-2179
fax (602) 221-1075

JP Morgan Chase Bank
Government Banking
Mail Code AZ1-1180
201 N. Central Avenue
Phoenix, AZ 85004

May 3, 2012

Ms. Valrie Bejarano
Gila County Procurement
1400 East Ash Street
Globe, AZ 85501

RE: **Request for Proposals - Primary Banking Services (#011312-1)**

Dear Valrie:

JP Morgan Chase Bank is pleased to submit the enclosed response to Gila County's Request for Proposals for Primary Banking Services. We're confident that you'll find that we have developed a very comprehensive and competitive response to demonstrate our desire to remain the County's Servicing Bank.

Chase Bank's government banking franchise and expertise extends beyond the borders of Arizona, as we are part-of an organization that consist of over 340 dedicated professionals that deliver financial products and services to a myriad of state and local governments throughout the country. We strive to help our public sector clients meet today's challenges and to be better prepared for tomorrow's opportunities.

Why should Gila County consider retaining Chase Bank?

- **Arizona County Government Experience** – Chase Bank is currently Gila County's contractual servicing bank - additionally we're the Servicing Bank for the counties of *Maricopa, Cochise, Santa Cruz, Yavapai,* and *Yuma*. This impressive portfolio of existing County clients reflects both our local commitment and experience at understanding the financial needs of County Government.
- **Local and Dedicated Customer Support** - Our Arizona Commercial Client Service Division has representatives located in both Tucson and Phoenix, who are dedicated to supporting our clients' needs by delivering superior and consistent customer service. The County will continue to have its own designated Client Service Professional (CSP) who has experience working with the County Treasurer and her staff.
- **Products and Services** – Chase Bank understands the County's unique banking needs and account structure. Our local operational infrastructure has sufficient capacity to process the daily volume of County warrants, and our suite of Treasury Management Services and Product offerings will afford the County access to a full range of payment solutions and applications developed to bring efficiencies and savings to the County. And, if ever needed our Lockbox Department is well prepared to handle the County's secured property tax payments.
- **Competitive Pricing Structure** – With several modifications to the County's existing banking applications and processes, our proposal includes several product options that could reduce the County's existing banking fees by approximately $10,000 annually.
- **Contractual Pricing Commitment** - If selected as the County's new servicing bank, all banking services as described and the pricing referenced in this proposal are firmly and irrevocably offered to Gila County until **June 30, 2017**. *Note: Fixed pricing commitment does not apply to contracted third-party vendors, interest rates, or regulatory imposed fees that may arise during the term of this contract.*

J.P.Morgan

- **Avoid any Conversion Disruption and Related Expenses** – By retaining Chase Bank the County avoids any service and staff disruptions often associated with converting Banking applications. Additionally, we're willing to offer the County a one-time ***Retention Credit*** in the form of a Service Charge Waiver for the months of July, August, and September, 2012 – which represents a possible savings of **$10,000.00**

The enclosed response contains product summaries and service descriptions intended to highlight our ability to support the County's current and future banking needs. We welcome an opportunity to clarify any of this information or provide additional details to the County's proposal review committee. If you have any questions, please contact me directly at (602) 221-2179.

Sincerely,

George W. McManus
Senior Vice President

This proposal is subject to and conditioned upon a mutually agreeable contract between Gila County and JPMorgan Chase Bank, NA. The Bank will require the County to sign customary bank documentation and applicable product and service agreements prior to implementation of services.

Executive Summary

Chase Bank is honored for this opportunity to respond to Gila County's Request for Proposals for Banking Services. Throughout our response, we have endeavored to demonstrate our deep commitment to continue to serve as the County's Banking Services provider through a robust offering of competitive, patented products and services, in conformance with the County's Scope of Service and Minimum Qualifications. We have read and understand the County's banking service requirements and are confident that we can continue to fully accommodate the County's needs. In brief overview, our Treasury Services business is a top-ranked, full service provider of innovative payment, collection, liquidity management, commercial card and information channel solutions to governments and municipalities worldwide. With over 3,700 public sector customers in the US, and numerous Arizona counties among these (including Maricopa County as of July 1, 2011), Gila County can rest assured that Chase is very experienced and well equipped to continue to assist the County in finding ways to reduce costs and maximize efficiency potential through a close consultative partnership with you. In addition we are offering the County competitive relationship pricing as well as a "Retention Credit" to assist the County with customary related expenses, as described in our cover letter.

In accordance with the County's Scope of Service requirements, our proposal confirms Chase's ability to meet and exceed the County's main objectives:

- **Obtain comprehensive banking services**:

  At the County's disposal is our full suite of Treasury Services under a modular design with expansive resources dedicated to provide solutions to **serve** the needs of the County, as described in its RFP. The County's local dedicated coverage team has a strong array of back up personnel within the local pool of 50+ Government Banking, Treasury Services, Implementations, and Client Service staff members, further assisted by numerous local and regional operations and product partners.

- **Minimize the cost of banking services to the taxpayers of Gila County**:

  Our fee proposal offers a best overall value advantageous to the County. Based upon the current pricing provided in comparison to our new proposed pricing, we estimate the County will save approximately 9% while moving to more automated services.

- **Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk**:

  Chase Bank will be your trusted banking partner, offering financial strength and stability to the County, while investing in innovation and leadership for the future of financial services. As of December 31, 2011, J.P. Morgan Chase Bank & Co. (ticker symbol: *JPM*) has:

  - Market capitalization of more than US $125.4 billion
  - Deposits of more than US $1.1 trillion
  - Loans of more than $723.7 billion
  - Total stockholder equity of US $183.6 billion
  - Tier 1 capital and total capital ratios of 12.3% and 15.4%, respectively (estimated)

In addition, Chase can provide an array of interest bearing services and vehicles to help the County receive a maximum return on funds.

Solution Overview

As a member of the business community in Gila County, Chase Bank shares similar values, vision, and commitment to the economic health and vitality of the citizens and businesses in the County. Chase Bank has deep roots in Arizona, dating back to the founding of Gila Valley Bank in 1899 and Valley National Bank in 1935. We're proud to serve more than 45,000 consumer and small business customers through our Retail Banking Centers throughout the County. Statewide, Chase Bank employs more than 11,000 residents and serves nearly 3 million customers – we're the second largest depository bank in the state and the seventh largest private sector employer.

We also understand the special processes, services, and support that County Governments require from their Servicing Bank. Chase Bank is currently the contractual servicing bank for the counties of *Gila, Maricopa, Cochise, Santa Cruz, Yavapai,* and *Yuma,* illustrating both our local commitment and our experience in understanding the financial needs of county governments.

Relationship Management and Service Excellence

Chase Bank employs a partnership approach and Gila County would continue to receive support from a ***Relationship Team*** from our Government, Not-for-Profit and Healthcare (GNPH) Banking division. This is a special industry group within the Commercial Bank, specifically established for the unique needs of our GNPH clients. The County will benefit from our extensive experience in developing products and services for the unique banking requirements of our GNPH clients across the country. We will continue to build a partnership with the County by sharing thoughtful advice and leveraging our national practice. We are committed to developing a complete understanding of the County's short and long term goals by working together daily and becoming a trusted advisor to Gila County.

George McManus will continue to be the County's Relationship Manager (RM), and Mary Lundell will be the County's Treasury Services Manager (TSM). The County's dedicated Client Service Professional (CSP) will continue to be Gail Haymaker, who will handle all day-to-day service issues and inquiries. George, Mary and Gail are physically located in the same office, and are supported by an expansive team of counterparts and support staff, crossing all aspects of Treasury Services and Public Sector banking. Our coverage model ensures that Gila County will have the added benefits of a large team for back up and product resource expertise through our specialized structure, which ensures the County's day-to-day needs will be fully addressed.

Gail will have the authority, to work on the County's behalf, to engage all levels of management, and escalate within the Chase service organization and across Chase departments. In addition, Gail will regularly communicate with Gila County's Relationship Team to verify that all parties supporting the County are familiar with your day-to-day business and banking activity. Additionally, Gail will proactively communicate with the County on routine issues, as well as any matters that may require the County's attention.

Delivering Service Excellence[SM] demonstrates Chase's commitment to providing outstanding service through the personalized attention of a dedicated Client Service Professional. The Bank's commitment to service is an integral part of everything Chase does and one of the many reasons clients choose Chase for their commercial banking needs.

- **Personal** – A dedicated Client Service Professional (CSP) to support day-to-day banking and treasury needs as they arise, with dedicated back ups and local management support. The Chase team concept delivers the County a consistent service-centered approach, as all members of our team become intimately familiar with your specific operations and banking requirements.

- **Local** – In-person visits to meet with the County's management and key contacts for routine and one-off meetings. At Chase, we believe that personal contact plays an important role in our ability to thoroughly understand your business and continually serve as your long term trusted advisor.
- **Experienced** – Chase CSP's are highly seasoned and knowledgeable service professionals with an average of 20 years industry experience. No matter the need, the County can count on Gail, your dedicated CSP's professionalism and dedication, to get the job done.
- **Responsive** – According to our 2010 Client Relationship Survey, the top two attributes clients look for in a service professional are the same attributes wherein our CSP's are rated the highest – promptness in following up on requests, and ability to accurately and dependably resolve issues.

  To ensure that we are delivering timely and responsive customer service, Chase Bank has established and measured targeted response times for account inquiries or service resolutions. Our standard Inquiry Response Time for all in-bound client requests is within two hours of receipt or less. Each individual Client Service Professional has a designated back-up, in addition to maintaining in-state redundancy with personnel in both Phoenix and Tucson. Our Arizona operations also has real-time continuous back-up from personnel located in our central Call Center, so the County would never be without support. The County's entire relationship team at Chase operates as a cohesive unit and any one of your local team members may be called upon for service resolution assistance. If we don't know the answer, we will own the issue until it is satisfactorily resolved.

  In the event of an unforeseen business disruption, Chase Bank will initiate both written and verbal communications to notify the County of the status and estimated recovery time for our online applications or access to our personnel. Under strictly adhered to Disaster Recovery processes, Chaseroutinely performs testing and enhancements on all vital applications and systems to proactively identify, minimize and prevent any potential disruption to your daily operations.
- **Proactive** – *Delivering Service Excellence* also means using our best efforts to understand the County's unique banking requirements and to share ideas that help you save time and money.

The County's Relationship Team, including your CSP, is supported by a fully integrated service center staffed with a team that shares the same level of commitment to providing outstanding service. The Commercial Banking Client Service Center offers extended hours of operation Monday through Friday from 6:00 a.m. Arizona time to 6:00 p.m. Arizona time. We also offer a technical support hotline, Technical Solutions Group, where agents are available to assist you with your inquiries Sunday 2:00 p.m. MT through Friday 6:00 p.m. MT.

Scope of Service

The intent of this Request for Proposals (RFP) is to seek proposals from qualified bank(s) to provide for Gila County's Primary Banking Service. The successful Offeror shall have the ability, and capacity, to provide innovative banking and investment services for all funds not restricted by law or bond covenants.

The County's main objectives are to:

1. *Obtain comprehensive banking services.*
2. *Minimize the cost of banking services to the taxpayers of Gila County.*
3. *Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.*

The County reserves the right to eliminate any individual service contained within the RFP for reasons such as, but not limited to: determination that the fees assessed for providing a category of service are excessive, or that the service can be performed in-house at no additional cost.

Chase Bank understands the above

Minimum Qualifications

In order to be eligible to respond to this RFP, responding banks must meet the following minimum qualifications.

- *Authority to offer institutional banking services via charter from either the United States Federal Government or the State of Arizona.*
- *Chase Bank is a national bank regulated by The Office of the Comptroller of the Currency (OCC), JPMorgan Chase Bank, N.A. is authorized to provide banking services in the states in which it is doing businessInstitution must be an Arizona State qualified depository for public funds and be in compliance with all Arizona Revised Statutory guidelines or the deposit of public funds by government agencies.*

  Chase Bank confirms that we are a qualified depository and are in compliance with Arizona Statutes.

- *Be a current member of the Federal Reserve System with access to all Federal Reserve System services.*

  Chase Bank is a current member of the Federal Reserve System and is in good standing.

- *Institution must have established local branch offices within Gila County that are able to fulfill the County's banking service needs as specified herein.*

  Chase Bank has an established branch located at 201 S Beeline Highway, Payson, AZ 85541

Banking Service Overview

The majority of banking services' activity is conducted under the auspices of the Treasurer's Office acting on behalf of the County's administrative departments, elected officials' offices, such as Sheriff, Recorder, Assessor, school district(s) and limited courts. Currently the Treasurer's Office handles fifteen (15) bank accounts under the Gila County Banking Services umbrella.

With reference to A.R.S. § 11-635, the Servicing Bank shall bid a percentage (less than 10%) on warrants that cannot be paid for lack of funds which will be carried by the bank until called by the County Treasurer.

Offeror's shall consider the Treasurer's requirements when preparing the complete service proposal.

Proposals will be evaluated on the basis of the most complete servicing package offered to Gila County for the services and requirements set forth herein.

All technical questions concerning this proposal request should be directed to Ms. Debora Savage, Gila County Treasurer, at (928)402-8700.

Offeror Questionnaire

Offeror must complete the questionnaire. All questions must be answered; if an Offeror does not provide the service or the question does not pertain to the Offeror, the question must be answered as "N/A" meaning "not applicable". The Offeror must have a reason why the service is not provided or why the question does not pertain to them.

Responder must provide all fee, cost, comparison, payment or credits-related information, and must reference the numbering scheme used in the questionnaire on the Pricing Sheet. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: <type in all costs associated with a deposit, including an aggregate total for this item>". This information must be included in Offeror's proposal with the Pricing Sheet in addition to the information requested on the Pricing Sheet.

1. *DEPOSITS - Describe bank's services in this category, including:*

   a) *Identify any deposit procedures you require, such as a limit on the number checks per deposit.*

   Chase offers branch teller, branch night drop, vault (via armored car) and ATM deposit options. However, not all options are available in all locations. As part of our service setup, we will complete a proximity study notifying you of the nearest location(s) offering the service option(s) that meet your depository processing requirements. We can also accept paper check deposits directly to one of our item processing sites.

   As an inexpensive alternative, the County may elect to deposit checks electronically, using our Image Deposit Direct® (IDD) remote deposit capture solution or our Image Cash Letter (ICL) product. IDD and ICL facilitate electronic check deposits throughout the United States.

   Deposit Cash and Checks in Separate Bags

   If the County prefers cash deposits to be reported separately from check deposits, then separate deposit bags with separate deposit tickets (containing a unique BAI identifier) will be required.

   Separating checks from cash will allow Gila County's courier to deliver checks directly to the check-processing center. Using this method, the County will benefit from extended ledger cut-off and availability deadlines, as deposit deadlines are later for separate cash and check deposits.

Additionally, separate bags provide an added security measure, reducing the possibility of inadvertently sending cash to the check-processing center.

Separate Deposit Tickets

Chase prefers for paper checks and currency deposits to be on listed separate deposit tickets, allowing for greater efficiency in processing the deposit. Typically, we do not require deposits to be separated. However, coin deposits in excess of $10 will require a separate deposit slip.

Limit Deposit Tickets to One (1) per Bag

For tracking and control purposes, Chase recommends including only one deposit ticket per bag.

Flexibility Regarding Standard Straps

Gila County will not be required to deposit cash in standard straps. However, Chase offers price incentives based on how deposits are prepared.

The County will receive a Cash Services Product Guide, clearly illustrating the most advantageous manner in which to prepare deposits. High-quality, properly prepared deposits will receive the most advantageous deposit processing pricing.

Coin Deposits

Chase will accept loose and rolled coin for deposit at vault, banking center and night drop locations. Regular deposits can contain up to $10 in coin. We prefer that larger coin deposits (greater than $10) go to our corporate vaults using the plastic bags specifically made to accommodate large coin deposits. Bags should weigh less than 50 pounds.

Price incentives are available for preparing standard coin bags (sorted by denomination into Fed-standard dollar amounts), although we will accept mixed and partial bags, as well. Please refer to the pricing section of this proposal for fees associated with coin deposits.

Un-encoded Check Deposit Requirements

Deposit Tickets

- An original, preprinted Chase deposit ticket, stating the deposit amount, should accompany each check deposit.
- Each deposit total must be listed on the courier receipt if a courier delivers deposits.
- Each deposit ticket should consist of no more than 25 packages (batches) of checks. Each package of checks can contain up to 300 items (checks) and no fewer than six.
- If multiple deposits are made, each deposit should be kept together with its individual deposit ticket.

Deposit Preparation

- Endorse the back of every check with wording to the effect: "For deposit only in Account (Name and #) with Chase". This endorsement must be placed on the back of the check in the area from the left edge of the check and should not extend more than 1½ inches from that left edge.
- Items should be prepared in a condition to be processed on high-speed sorters. Staples, paper clips, tape and wrappers should be removed. Checks should not be folded, bent or torn. Torn checks should be put in carriers or repaired. All checks should be right side up, facing the same direction, with the MICR line on the bottom edge.

- Do not write on the MICR line (the lower edge of the check or deposit ticket) or on the bar code on the deposit ticket.
- A tape listing each item (check) in the package should be included with each individual package of checks:
  - Create a readable listing tape for each package of checks, detailing all checks in order (up to 300 checks per package).
  - Mark all adjustments on the tapes clearly.
  - The individual tape listing for a package of checks should be placed in front of the package of checks to which it pertains. It is not necessary to wrap the package of checks with the tape listing.
  - List each tape total on the check lines of the deposit ticket — each line should represent the total of each package of checks.
- A recap tape, listing the individual package totals that make up the deposit, should be included.
  - Create a separate tape listing each package of checks.
  - Label the tape as a recap tape.
  - Place the recap listing tape in front of the first package of checks.
  - The recap listing tape total of all packages must match the bottom total amount listed on the deposit ticket. Write the total number of checks included in the deposit in the box labeled total item count.
- Detach and retain any copies of the deposit ticket for your records.
- The original, preprinted Chase deposit ticket should be placed on top of the bundle of packages of checks.
- The deposit bundle sequence should be: deposit ticket, recap tape, first package tape, first package of checks, second package tape, second package of checks, third package tape, third package of checks, etc.
- Secure the deposit bundle with two rubber bands of the appropriate size, one on each end of the bundle. Be careful not to bend or tear the bottom portion of odd-sized checks when securing the deposit bundle.
- Place deposit bundle in a clear or transparent, tamper-resistant plastic bag.
- Seal the plastic bag.

Multicurrency Deposit Preparation

- Chase will provide a transmittal form with instructions on how to prepare the checks for deposit. These are delivered to you as part of the initial service setup, and additional forms can be ordered as needed.
- Bundle checks drawn in foreign currencies and/or drawn outside the U.S. separately, by currency and country of the paying bank.
- Endorse the back of each check on the trailing edge with a stamp including the term "Prior Endorsement Guaranteed", and your account name, account number, and (optionally) branch number.
- Multi-currency check deposits and collections should be delivered via courier or U.S. Mail to Chase operations in Houston, Texas.

- You may choose to use a 16 digit alphanumeric, non-MICR field reference number to reconcile your Multi-currency Deposits and Collections. If you choose to, you must use a separate transmittal form for each deposit or collection requiring that unique reference number.

Documentation

We strongly suggest that depositors retain one or more of the following to expedite the collection process in the event of lost items through the depositing/clearing process:

- Photocopy, microfilm or image of the front and back of each check
- Detailed description of all checks, such as MICR line information, name, address, bank name, bank account number and/or check number
- Copy of each tape for your own records

In the event the client fails to retain one or more of these items, Chase will have no liability to the client for any losses in connection with any such items.

Delivery

The County will have two primary options for delivering checks to Chase:

- Contract with a local courier service.
- Hand-deliver deposits.

Either delivery method is acceptable; however, Chase will accept responsibility only for work receipted or signed for at the check processing location.

b) *What method do you have available to allow us to identify the Gila County department or political subdivision making the deposit?*

Gila County's deposit tickets will include an auxiliary MICR field containing up to 10 digits for each of the County's locations. Please see the MICR specification for the requirements if you use fewer than the maximum number of digits to identify a depositing location.

We also offer variable serial number processing for those transactions that require a serial number to be associated with the deposit. The transaction specific serial number can be included in the auxiliary MICR field on the deposit ticket subject to the length limitations described above.

Chase strongly encourages clients to use the auxiliary MICR field to facilitate the accurate posting of deposits and adjustments to their account, bank statement and information reporting statements.

c) *Are there branches located throughout Gila County that can accept deposits from various political subdivisions and Gila County departments? If yes, identify the locations in the county.*

Chase Bank has an established branch located at 201 S Beeline Highway, Payson, AZ 85541

d) *Identify all costs associated with a deposit. (Fees or credits-related information shall be included on your Pricing Sheet.)*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

e) *Do you provide for image cash letter processing? If so, what fees are associated including monthly maintenance fees?*

Chase offers two primary (2) alternatives (each offering an ACH clearing solution) for processing electronic check deposits:

1. **Image Cash Letter (ICL) -** The electronic equivalent of a paper cash letter deposit, ICL uses an ANSI X9.100-187 formatted file, containing images of original paper items and data corresponding to the item MICR line, to facilitate electronic check deposit processing.
2. **Image Deposit Direct (IDD)** - A remote deposit and capture solution, IDD will allow Gila County to make deposits to any Chase account from any location and also import detailed deposit activity reports into internal accounts receivable systems.

Image Cash Letter (ICL)

An Image Cash Letter (ICL) is the electronic equivalent of a paper cash letter deposit. Depositors provide an ANSI X9.100-187 formatted file that contains images of the paper original items and data that corresponds to the item MICR line. Items that meet acceptability standards are processed through normal internal deposit posting, reporting and settlement processes. Items that fail image quality edits are reviewed as suspect. Items failing suspect review are nonconforming items (NCI's) and are adjusted against the cash letter total. Forward clearing presentment is done through posting checks drawn on-Chase, presenting most items as image exchange to more than 21,500 Routing Transit numbers, and the rest by image replacement document (IRD) presentment. Image exchange is per bilateral agreement of both the depository bank and the paying bank. Accounts receivable conversion (ARC), conversion of eligible items to clear through the ACH network, is available to corporate clients.

Use ICL to:

- Reduce the costs, time and risks of transporting physical paper checks
- Accelerate funds availability compared to traditional check processing
- Eliminate multiple passes in lockbox processing
- Eliminate the need for multiple banking relationships

Here is a detailed overview of how the ICL solution works:

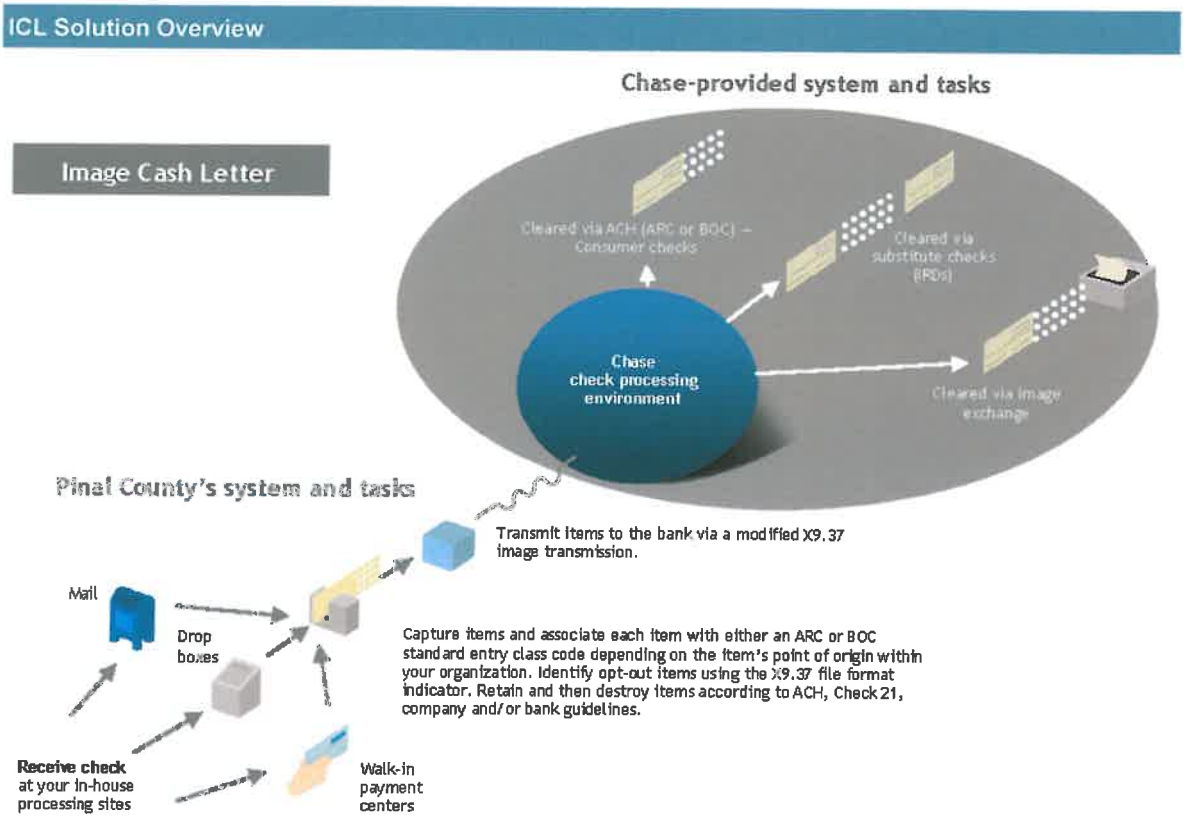

Figure 1

- Capture paper check and related payment information as images. Checks must be U.S. dollar-denominated and drawn on U.S. financial institutions.
- Send the electronic image cash letter, which contains mixed cash letter items in the ANSI X9.100-187 file format.
- When we receive an ICL file, we review to ensure:
  - The file contains proper content and is properly constructed.
  - Image Quality — An image quality analysis (IQA) is performed on each item and includes tests for: dots per inch (DPI), document length, document height, missing corners, streaks, darkness, noise, brightness, contrast, focus, skew, E13b integrity and MICR match.
- We provide automatic notification of a successful or unsuccessful file received and will notify you by e-mail of any images that do not meet image quality standards.
  - Images that fail the initial image quality test are deemed suspect. We manually review these to determine if the deficiency (e.g., too light, failed contrast, unreadable signature, etc.) is within the guidelines of Check 21. If possible, we pass the items back into the clearing process, since these items have a high probability of acceptance at the paying bank. These items will incur an additional day of availability.
  - Images that are unacceptable, nonconforming items (NCIs) are entered into our deposit correction system. You will receive notification via e-mail for any image that does not meet acceptable image quality standards. You can then either rescan the item or submit the item via paper deposit.

- Deposits received by 8:00 p.m. AZ Time will receive same-day ledger credit if the County is set up for standard Image Cash Letter processing. However, if the County elects to use Image Cash Letter with ACH conversion, the deadline is one hour earlier at 7:00 p.m. AZ Time .
- We will electronically sort your file and clear each check, assigning availability per your assigned availability schedule.
  - Most items, drawn on image-exchangeable endpoints, will be cleared via an image cash letter. We have one of the most extensive image clearing networks in the country, reaching 24,000 endpoints, covering more than 99% of all deposited checks.
  - Some items, drawn on non-image-enabled endpoints, will be cleared via image replacement documents (IRDs, also known as substitute checks).
- If you've chosen our optional ACH clearing service, eligible items will be converted and cleared via ARC.
- Chase employs some of the most advanced ACH-eligibility decision methodologies in the industry to decide the most effective means of clearing items.
  - Zero Administrative Returns (ZAR): Nonfatal ACH returns will automatically be re-presented up to two times based on your account setup.
  - Preemptive Processing Intelligence (PPI): Ineligible item database logic ensures clearing as a check via image exchange or IRD.
  - Notification of Change (NOC): The NOC database enables repetitive payment processing edits to ensure ARC processing.
- Return items in the electronic deposit and clearing system are handled the same as in the traditional paper process.
- ICL transactions are reported through our current-day and prior-day information reporting systems.

During the creation of the ICL, the County will be responsible for:

- Check imaging and MICR capture
- Imaging and MICR quality
- Recording the dollar amount for each check on the electronic file
- Balancing your ICL deposit
- Preventing double presentment of the same check
- Preparing your ANSI X9.100-187 file according to Chase's specifications which we'll provide you during the implementation and testing process
- Setting up and maintaining your connectivity and transmission capability, including adhering to security, encryption and authentication standards
- Disposition of original checks
- Producing a better copy of the check or the original check, if requested

Our goal is be the "best in class". Below are some product differentiators, which we believe sets us apart from the competition:

- Electronic Notification of ICL Transmission — you will receive an electronic notification for each Image Cash Letter file, whether successfully or unsuccessfully transmitted to Chase. Notification, including the number of items and dollar totals is via e-mail or XML transmission to the recipients you've designated.

- Duplicate file and item detection — Our transmission management process includes duplicate file review against a 45 day database of recent transmission activity. File headers are reviewed for volume, value, composition date and time, and sender details to guard against duplication. Chase will not process a file if the header and/or detail records indicate zero dollar value. Timely e-mail and telephone notification minimizes service disruptions.
- Codeline Matching — Individual check images are parsed and reviewed to ensure that data and images match, and images are of sufficient quality to ensure that the transaction is successfully completed. Chase uses industry-standard and third-party codeline match software to validate check images.
- Image Quality Assurance (IQA) enhances the capture quality of the depositor, lowering the suspect and nonconforming image percentages, thus lowering processing delays and costs.
- Avoidance of Intellectual Property Litigation — Data Treasury has granted Chase a license to use its patents on a worldwide basis. The terms of the licensing agreement are confidential, however, they do include "safe harbor" and "most favored licensee" protection for Chase, giving us a competitive edge in check processing. Chase is licensed under U.S. Pat. Nos. 5,910,988 and 6,032,137.
- On-Us Value — Zero-day availability for checks drawn on Chase nationwide. Controlled Disbursement checks receive 0-day availability before 4:00 a.m. AZ Time and 1-day availability after that time. The Federal Reserve, for example, cannot provide on-us availability. As the largest issuer of check dollar value, it is likely that the greatest percentage of your work is concentrated in checks drawn on Chase than any other single bank.

Image Deposit Direct (IDD)

Our remote deposit capture solution, Image Deposit Direct (IDD), provides end-to-end hardware and software that will enable the County to deposit checks from any location at any time, eliminating the need to bring checks to a bank location.

Gila County will be able to scan checks for deposit, securely store the images at a Web-accessible archive, convert consumer checks into ACH transactions, and submit the images to Chase for deposit.

IDD is web-based, requiring a desktop check scanner and computer. All of the deposit activity can be accessed using our reporting capabilities, available on-screen and via download.

A comprehensive remote deposit solution, IDD will:

- Enable the County to deposit items from anywhere in the United States, with the flexibility of scanning any time day or night.
- Facilitate check deposits from various locations into one account
- Reduce costs and risks associated with the physical transportation of check items (i.e. trips to the branch, courier services)
- Consolidate multiple regional depository bank relationships into a single account at Chase and reduce deposit, sweeps, and wire transfer expenses
- Improve funds availability compared to traditional paper deposits
- Streamline your accounts receivable process
- Provide extensive information reports and transaction detail online

Image Deposit Direct (IDD) is implemented with the assistance of our experienced IDD operations team and includes a one-hour training session. RDM is our vendor partner for the

client software. Epson, Panini or RDM scanners are used to scan checks. Here is a detailed overview of how the IDD solution works:

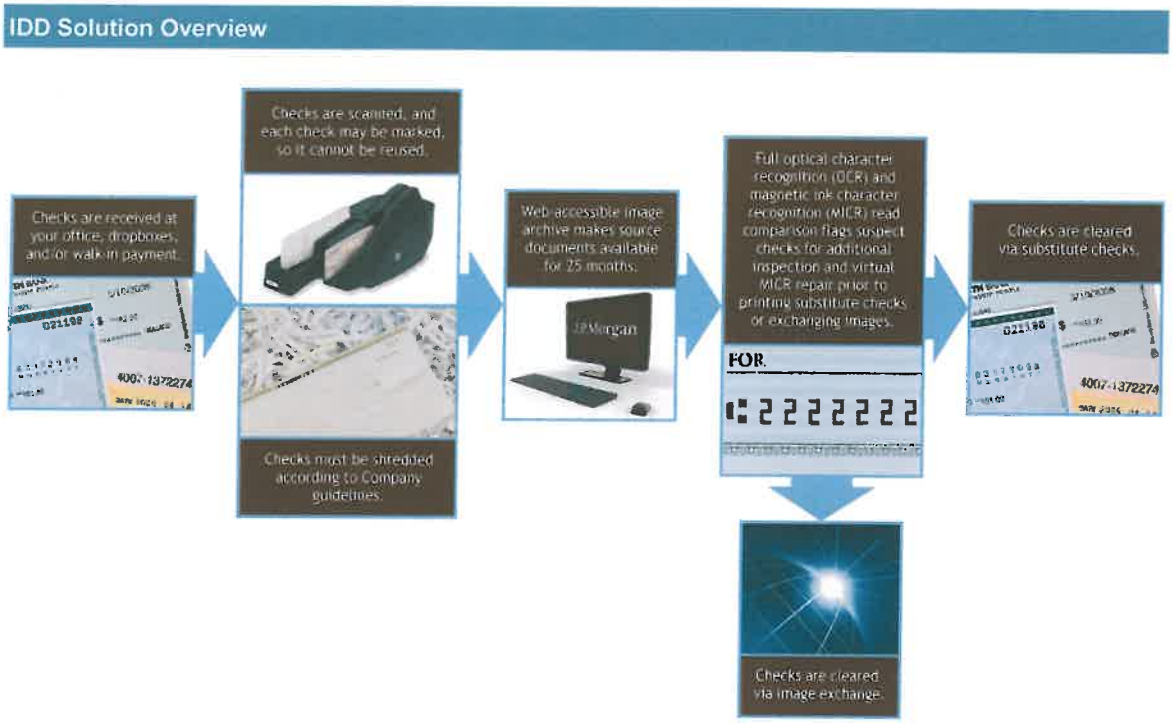

Figure 2

- A Gila County payer drops the payment into a drop box, brings a check for payment into a County office or mails a check to your internal lockbox.
- The County may manually endorse checks prior to scanning or use the virtual endorsement, which is available on the recommended Epson CaptureOne scanner. If applicable, remittance data can be entered (up to 20 additional fields of information configurable to your requirements, including account number, customer name, etc.)
- Remittance data is entered (up to 10 additional fields of information which are configurable to your requirements -account number, customer name, etc.)
- The County may elect to include a franking feature (for Epson scanner only), allowing County scanners to place "ELECTRONICALLY PROCESSED" on the front of checks as an indicator that the checks have been processed. This feature mitigates risk as processed checks will be voided.
- It is recommended that checks be held for a period of 14 days prior to destruction. We also recommend the County discuss destruction of checks with their Risk and/or Audit departments to help ensure that County policies are adhered to.
  - The IDD image repository holds the images for 25 months and is accessible via the Internet in case an image of a deposited check is required.
- The County will be able to scan, virtually encode, and upload your IDD deposit throughout the day (Note: Chase is able to accommodate later deadlines for clients in the Pacific Time zone).
  - IDD Standard — Account is credited on a same-day basis with availability assigned via your assigned availability schedule for deposits submitted before 8:00 p.m. AZ Time .

- IDD with ACH — ARC-eligible checks and nonconvertible checks are combined into a single deposit on next-day basis. ARC-eligible checks are available the next business morning, while the nonconvertible checks are available based on your assigned availability schedule for deposits submitted before 5:00 p.m. AZ Time .

- An image quality analysis (IQA) is performed on each item and includes tests for: dots per inch (DPI), document length, document height, missing corners, streaks, darkness, noise, brightness, contrast, focus, skew, E13b integrity and MICR match.
  - Images that fail the initial image quality test are deemed suspect. These items are manually reviewed to determine if the deficiency (e.g., too light, failed contrast, unreadable signature, etc.) is within the guidelines of Check 21. We pass the items back into the clearing process if the decision is yes, since these items have a high probability of acceptance at the paying bank. These items will incur an additional day of availability.
  - Images that are unacceptable, nonconforming items (NCIs) are entered into our deposit correction system. You will receive an adjustment notice advice for these items which you can then either rescan the item or submit via paper deposit.
- When the County submits an IDD deposit, the imaged check will be reviewed and sent for clearing:
  - Items drawn on image-exchangeable endpoints will be cleared via image exchange. We clear 99% of deposited checks via image exchange to approximately 24,000 endpoints.
  - Items drawn on non-image-enabled endpoints will be cleared via image replacement documents (IRDs, also known as substitute checks).
  - If the County elects to subscribe to the optional ARC service, eligible items will be cleared via ACH (ARC). Chase employs some of the most advanced ACH-eligibility decision methodologies in the industry to decide the most effective means of clearing items.
    - Zero Administrative Returns (ZAR): Nonfatal ACH returns will automatically be re-presented up to two times based on your account setup.
    - Preemptive Processing Intelligence (PPI): Ineligible item database logic ensures clearing as a check via image exchange or IRD.
    - Notification of Change (NOC): The NOC database enables repetitive payment processing edits to ensure ARC processing.
- View IDD deposit and adjustment transactions online via the prior-day balance and transaction reporting module of J.P. Morgan ACCESS - our web-based information reporting and transaction-initiation system.

The IDD Resource center (http://www.jpmorgan.com/iddresourcecenter) contains, technical specifications, checklists, user guides (English and Spanish), helpful links, etc.

f) Standard return and re-clear processing.

Chase maintains a comprehensive database that will detail Gila County's return item handling instructions. During the check clearing process, deposited checks may be returned by the paying bank for a number of reasons, including non sufficient funds (NSF), uncollected funds, stop payment, account closed, etc. Most returned items are routed through the Federal Reserve System to our regional return processing areas.

After processing Gila County's return items per the County's handling instructions, the returns system will generate a debit to the County's designated demand deposit account (DDA). Actual return items will be matched to a return item advice and mailed to the County's DDA statement address via First Class U.S. mail. The return advice will list the dollar amount and the reason for return for each item.

Items being re-deposited will be assigned availability and re-entered into the clearing system. Typically, re-deposits will not be posted to your DDA, nor will they appear on the return item advice. However, Chase is able to report information on re-deposited items to the County.

Return Item Advice Options

Return Advices will be generated throughout the day and sent to Gila County via First Class U.S. mail. Mailings will also contain the actual return items.

Return Advices contain the following information:

- Processing Date (debit date)
- Advice number
- Deposit Account Bank Number
- Deposit Account Number
- Alternate Chargeback Account Bank Number (if applicable)
- Total Debit Amount for the Advice
- Location/Lockbox Number (if applicable)
- Dollar Amount of each Return
- Reason for each Return
- Maker Name for each Return (if applicable)
- Internal Bank Sequence Number for each Return

We offer following advice options:

Standard Advice

- The standard advice lists up to eight returned checks.
- If location (store or lockbox) processing is requested, advices are produced by location.
- If "maker name" has been requested, the maker's name (first initial and last name) will be included on the advice.

Sample Single Item Advice

JPMorgan Chase Bank, N.A.
14300 Frye Rd. Ft. Worth TX 76155
Date: Feb 25, 2005 Advice D-256787

Acct: 602/98765321

These items are being charged to
your account and will be assessed a
fee on your analysis statement.
Inquiries: BUSINESS BANKING 800-464-4131
COMMERCIAL CUSTOMERS-Contact Service Rep

REASON	SEQ #	ITEM AMOUNT
Stop Payment	000010	1,000.00

BOOK STORE
PO BOX 12345
CITY, STATE ZIP

1 Item charged totaling $1,000.00

Advice Total $1,000.00

Sample

:402333199: 0000098765321 :0000256787:

Figure 3

- Cash Letter Advice — this advice will list all return checks processed during the current cycle. Multiple advices may be created during the processing day.
- Extended Data Advice — if extended data is keyed, additional fields appear on advice.
- Single item advice — each return appears on a single advice.

Return Item Posting Options

- Single Item Posting — each return is posted individually to your account.
- Advice-Level Posting — the account is debited at the advice level.
- End-of-Day Posting — all returns for the day's processing are posted as a lump sum to the account.

Store/Location Number

The store/location or lockbox number will be provided for return item reporting. The store/location number can contain up to 10 digits. Clients using this service should use deposit tickets that include the store/location number in the MICR line. The endorsement stamp for each store/location should also contain this number.

Automatic Redeposit

Eligible checks returned for the first time can be automatically re-deposited. Chase can redeposit all returned checks, only checks under a certain dollar amount, or only checks greater than or equal to a certain dollar amount. Collection float for the re-deposited items will post to your account.

Multicurrency deposited items are not eligible for redeposit. Non-U.S. Dollar-denominated checks which are returned are converted to U.S. Dollars on the date Chase receives notice of dishonor.

Redeposit Posting/Notification

Chase offers three options:

- Option 1 — the redeposit does not appear on either advice or post to your account.
- Option 2 — the redeposit appears on advice and posts as debit and credit to your account.
- Option 3 — the redeposit appears on return item advice but does not post to your account.

Represented Check Entry (RCK)

RCK is a special redeposit process that converts eligible paper check returns into an ACH-formatted debit record to be re-presented via ACH. RCK rules allow an extra presentment when compared to paper redeposit. You can choose between one paper redeposit followed by a final ACH presentment or two ACH presentments. RCK can also accelerate and may reduce the costs of returned check collection.

Deposited checks are processed through their normal channels. Eligible checks that are returned by the paying bank are converted by our Returns Unit to a NACHA-formatted ACH debit record and are re-presented via ACH. You have the option of choosing the date of the first ACH debit (e.g., on the next business day, a specific number of days in the future [up to 30 days], a specific day of the month [such as the 1st or 15th] or the end of the month).

The ACH processing unit will pick up the ACH file and send out the ACH debits for processing on your behalf. If there are any items that are not paid through the ACH presentments, ACH will debit your account and will notify you of those items.

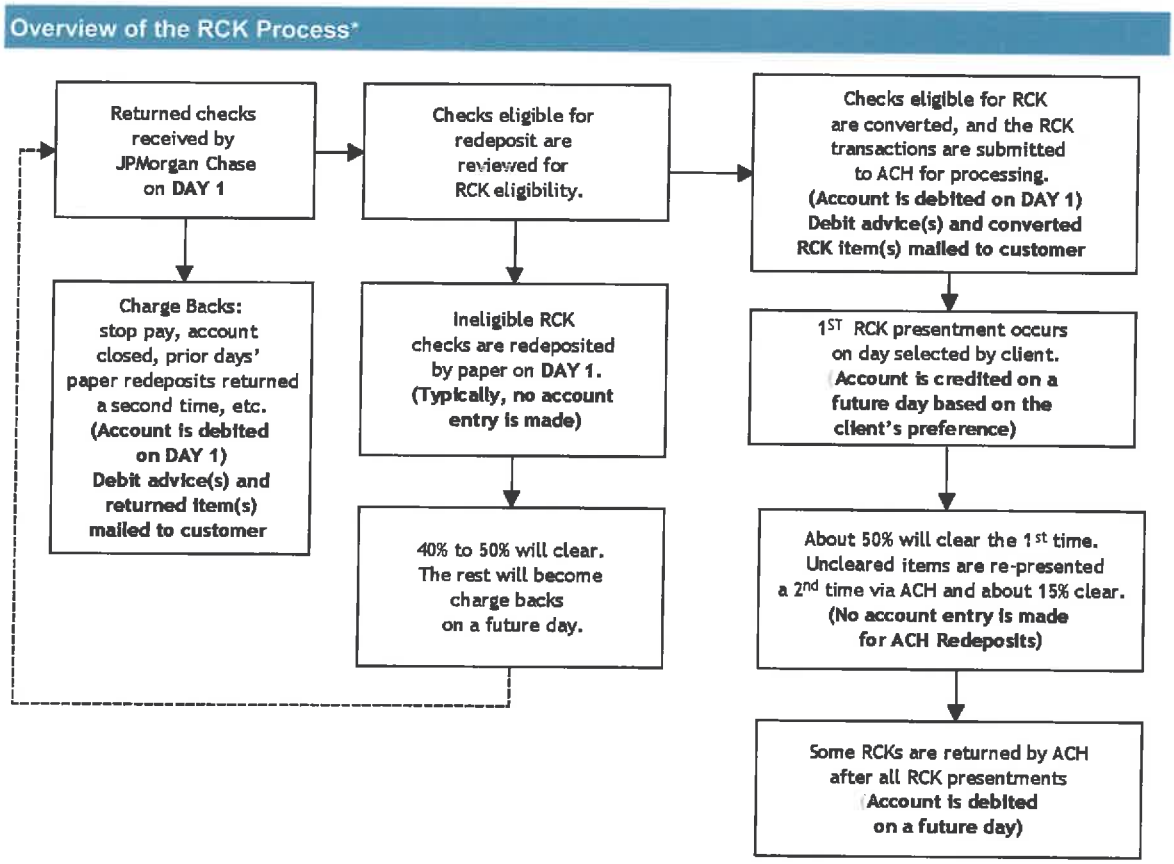

Figure 4

*Percentages are industry averages; actual clearing percentages may differ.

Please note that clients must disclose to check writers that the check may be converted to an electronic debit. Additionally, only checks that meet the following criteria are eligible for RCK:

- Returned for NSF or uncollected funds
- Written for an amount less than $2,500
- Drawn on a consumer bank account
- Not drawn on a Federal Reserve Bank or Federal Home Bank
- Contains a preprinted serial number
- Dated less than 180 days prior to the ACH debit transaction

If you are interested in the benefits of RCK, you may want to consider our optional ACH (ARC) service from Image Cash Letter and Image Deposit Direct, both of which clear eligible items by ACH during the initial clearing process. ACH representment substitutes for the RCK process on any returned items.

Centralized Returns

Returns can be consolidated from multiple depository banks into one central account at Chase. Checks are endorsed with a unique routing and transit number, which directs the paying bank to direct returns to Chase, regardless of the bank of first deposit. Return debits, data and information reporting is centralized into a single account. All other check return services identified in this section can be used with centralized returns.

If you are interested in centralizing all your returns in a single account, since the benefits of electronic deposit products Image Cash Letter, Image Deposit Direct and Chase Quick Deposit centralize the deposits, any returns are also centralized.

Maker Name

The name of the check writer is data-keyed (up to 12 characters) and will appear on the return item advice. It can also be provided via our information reporting systems. The maker name is not provided for re-deposited items and is required for RCK.

Internet Image Viewing via Check Deposit Return Images

Check Deposit Return Images is a next-day Internet access tool that stores return and redeposit item information and images. This solution allows authorized users at your organization to electronically retrieve return and re-deposited item images, which are stored for up to seven years.

Check Deposit Return Images provides secure 24-hour, high-speed online access to your return and redeposit images.

To query for an image, type the appropriate information into the available fields. Enter as much information as possible to narrow your search and promote speedier retrieval. Available search criteria include:

- Trips Sequence Number — internal number assigned by Chase's returns processing platform. This number is on the mail advice.
- Transaction Date — date range for query in "from/to" format. This is a required field.
- MICR Check Amount — dollar amount of returned or re-deposited item
- Advice Number — from the mail advice
- Check Number — if data is available
- Deposit Amount — if data is available
- Deposit/Charge Account — deposit account number
- Deposit Sub/Store Number — store/location/lockbox number
- Alt Charge Account — debit account for return items if different from the deposit account
- Redeposit — Y = re-deposited item, N = returned item

The query can generate an electronic file which can be downloaded from Check Deposit Return Images in a spreadsheet format.

Fax Notification

Faxes of the front and the back of the returned and/or re-deposited items can be faxed to you. We can fax to one number per location. The following options are available:

- Fax all returns over a certain dollar amount
- Fax all returns
- Fax re-deposits over a certain amount
- Fax all re-deposits
- Fax all returns and re-deposits over a certain amount
- Fax all returns and re-deposits

The faxes can be provided throughout the day as the items are processed or at the end of day.

E-Mail Notification

Chase can send you an informational e-mail that contains both return items and redeposited items. The e-mail contains summary information only and does not include an image due to e-mail size, privacy and security reasons. We can send e-mails to one e-mail address. The following options are available:

- E-mail all returns and re-deposits
- E-mail all returns and re-deposits over a certain dollar amount

The e-mails can be provided immediately, hourly or at the end of day.

Telephone Notification

An informational telephone call can be placed to you. The following options are available:

- Phone for all returns over a certain dollar amount
- Phone for all returns
- Phone for all re-deposits over a certain amount
- Phone for all re-deposits
- Phone for all returns and re-deposits over a certain amount
- Phone for all returns and re-deposits

The calls are made throughout the day as the items are processed. Therefore, you may receive multiple calls during the day.

Information Reporting

All return debits are available on all of our information reporting systems. The data available will depend on the posting option (single item or lump sum) selected by the County.

Current Day

Periodically throughout the day, we will update your available balances to reflect the return and re-deposited items that we have processed. Your available balance will be reduced to account for the end-of-day posting of returned items and for redeposit float. Each item will be a reportable transaction and will contain summary information (transaction type, check number and dollar amount). Please note that our Returns Units will process all items received during the day. Therefore, some items may not be processed until after your business day is over.

Prior Day

These reports are typically available by4:00 a.m. AZ Time . Single-item posting data will include the dollar amount, the return reason and, if enabled, the store/location number and the maker name. The following data, if available, will also be included: the check number, the original deposit amount and the original deposit date.

Lump-sum posting data will include the dollar amount, the store/location number (if enabled), the advice number and the number of items that are included in the debit.

Prior-day returns data are also available via a BAI transmission and include the same data as described above.

We have provided illustrative examples of how each type will appear in prior-day information reporting, on the bank statement and in the BAI file. Actual data reported and record layouts will vary depending on the return service options selected by the client.

Posting Examples	Prior-Day Reporting, Bank Statement and BAI Layout	Comments
Single item posting — with some optional fields	DEP ITEM RETURN DEPOSITED ITEM RETURNED NSF 2nd 00289 MR MAKER #OFITEMS00001CK#00000131 DEP AMT000000024325960DEP DATE020110 CK AMT0000058549 16,555,58549,,000000000000,/ 88,DEPOSITED ITEM RETURNED NSF 2nd 00289 88, MR MAKER # OF ITEMS00001CK#00000131DEP AMT 88, 0000024325960DEP DATE020110CK AMT0000058549	Return Reason = NSF 2nd Store/Location Number = 00289 (if enabled) Maker name = MR MAKER (if keyed) Check Number = 131 (if available) Deposit Amount = $243,259.60 (if available) Original Deposit date = 020110 (if available)
Lump-sum posting with location number	DEP ITEM RETURN DEPOSITED ITEM RETURNED 258574 SUB289 # OF ITEMS00003 ————————————— 16,555,2210551,,000000000000,/ 88,DEPOSITED ITEM RETURNED 258574 88,SUB289 # OF ITEMS00003	Advice # = 258574 Lump sum posting will still be at the store/location level = 0000000289 # of items = 3 (total number of items on advice)

Our Returns and Exceptions Report is available online via J.P. Morgan ACCESS. This functionality allows you to choose between a preformatted report and a data file. The following information is available for prior-day returns: depository account number (or alternate account number), processing date, original deposit date, check amount, MICR line information of the item (RT number, account number and check number), return reason code, disposition code (return, redeposit or RCK conversion), store number (if used) and maker name (if used).

Sample Returns and Exceptions Report

Cash Reporting – Returns and Exceptions Report
Company Name: UATWAMU
As of: 10/20/2009
Date Type: Post Date

J.P.Morgan

Report Filters

Beneficiary Name:	n/a	**Viewing Option(s):**	n/a
Amount Range:	n/a	**Your Ref:**	n/a
Status:	All Statuses		

"For Informational Purposes Only"

Bank: JPMORGAN CHASE BANK, N.A.
Account Number: 12345678900 **Currency:** USD
Account Name: Your Account Name

References		Company/Location ID	Amount	Post/Orig.	Status	Return/Reject Reason
Ref/Check #:	000000000001168	1698023083	238.79	10/20/2009 10/17/2009	RETURN	R01 INSUFFICIENT FUNDS CHECKING
Name:	T JONES					
Bank:	322271627					
Account:	2222222222					
Cust. Trace:	082646402001810					
Bank Trace:	021000026695654					
Batch Desc:	PAYMENT					
Orig. Name:	FINE COMPANY					
Ref/Check #:	000000000000118	1698023083	60.20	10/20/2009 10/16/2009	RETURN	R01 INSUFFICIENT FUNDS CHECKING
Name:	W SMITH					
Bank:	111908271					
Account:	3333333333					
Cust. Trace:	092641902009349					
Bank Trace:	021000026695563					
Batch Desc:	PAYMENT					
Orig. Name:	SOME COMPANY					
ID Sub Total:			298.99	Items:2		
ACH Return			298.99	Items:2		
Ref/Check #:	304	1480	45.00	10/20/2009	RCK	01 NSF 1ST PRESENTMENT
Name:	E CLARK					
Bank:	11100002					
Account:	6666666666					
ID Sub Total:			45.00	Items:1		
RCK			45.00	Items:1		
Account Total:			343.99	Items:3		
Grand Total:			343.99	Items:3		

End of Report

Figure 5

Charge Alternate Account

Returned items can be debited from an account other than the original depositing account. The alternate account to be charged should generally be in the same processing region in which the original depositing account is located.

Alternate Mailing Address

Return items and the accompanying advice may be mailed to an address different than the account statement address.

Expedited Delivery

Return items and accompanying advices are sent to you via an overnight mail service (e.g., FedEx, UPS Overnight, DHL). Simply supply your overnight mail service billing account number, name, preaddressed labels and envelopes.

Duplicate Advice

A copy of the return item advice is mailed to a second address. Expedited delivery is also available for this service.

Duplicate Check Copy

A copy of the actual returned item is mailed to a second address. Expedited delivery is also available for this service.

g) Deposit reconciliation services availability.

Chase offers a complete range of account reconciliation services, including Deposit Reconciliation.

Our Deposit Reconciliation service will provide the County with a listing of all deposits (identified by department/location number), as well as miscellaneous debit/credit deposit adjustments. Reports can be sorted by account and department/location, allowing deposits from multiple locations to be made into a single account.

The County will receive a deposit detail report and a summary report totaling deposits by location for a predetermined length of time. Deposit reconcilement will report activity individually with summary totals at the end. Reports can be transmitted electronically or delivered to Gila County via the County's preferred carrier (U.S. Postal Service, UPS, FedEx or any other express courier service).

Deposit slips are preprinted with a Unique Location ID (ULID) for each department/location, and deposit history information is sorted by account and ULID.

h) Does the bank provide any methods to detect counterfeit currency before it is accepted by the County i.e. cash verifying pens, scanners, etc?

Chase uses state-of-the-art bill counters with sophisticated counterfeit and mutilated bill detectors. In the event that counterfeit bills are detected during a Gila County deposit verification, the County's account will be debited for the amount of the counterfeit. The required Secret Service document (Form SSF1604) will be completed and submitted to the Secret Service along with the counterfeit bill(s). The debit advice and a copy of the SSF1604 report will be mailed to the County.

Note: Chase does not provide counterfeit detection devices.

2. CHECK CLEARING

a) Identify all costs associated with check clearing on your Pricing Sheet.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

3. WARRANT CLEARING

a) Can credit be provided to the Treasurer for any missing warrants?

Chase will provide credit to the County Treasurer for any missing warrants.

b) What method do you have available to allow us to identify the political subdivision that issued the warrant?

High order prefix (also referred to as division sort) is available to identify the political subdivision issuing a warrant. There is no practical limit to the number of sorts available per account. Warrant detail information would include the warrant serial number and MICR dollar amount.

Each division sort will be identified in the reconcilement process by a unique two to four-digit code. This auxiliary field of the warrant MICR line can range from six to ten numerical characters in length, leaving up to eight characters for a warrant serial number.

Gila County will be able to create as many group divisions as desired. The uniqueness of the division sort lies in its flexibility, allowing the County to create an internal account structure for management purposes while maintaining a single, consolidated disbursement account. The only requirement is that all divisions must operate under the same tax ID.

c) Can you provide images of paid warrants by political subdivision?

The County may choose from three (3) alternatives for accessing images of paid warrants:

1. **Online Retrieval**

   Chase recommends our internet-based 7-year paid warrant and check archive, available online via Payables Web Services (PWS). PWS, which is available via the J.P. Morgan ACCESS portal or stand-alone login, offers unlimited access to paid warrant and check images for up to 7 years. The image archive is fully backed up in real time and allows for individual and batch image retrieval options.

2. **Daily Direct Transmission**

   As an alternative to image retrieval through Payables Web Services ("PWS"), the County may elect to have images transmitted directly on a daily, weekly, monthly or custom calendar basis. The County would automatically load and store transmitted check images in an internal archive.

3. **Monthly CD-Rom Mailing**

   Our CD-ROM service complements our image archive service and enables clients to meet compliance and regulatory requirements to maintain onsite copies of paid checks and warrants.

d) Identify all costs associated with clearing and payment of warrants on Pricing Sheet.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

4. RETURNED ITEMS AND STOP PAYMENT

a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Gila County Treasurer or any of its political subdivisions.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Can you provide an interface to allow the Treasurer to process stop payments directly into the bank's system? If so, describe the interface.

Using the Check Inquiry module of J.P. Morgan ACCESS (our proprietary information-reporting and transaction-initiation tool), Gila County will be able to research paid check history online, and use the stop payment link to place stop payments.

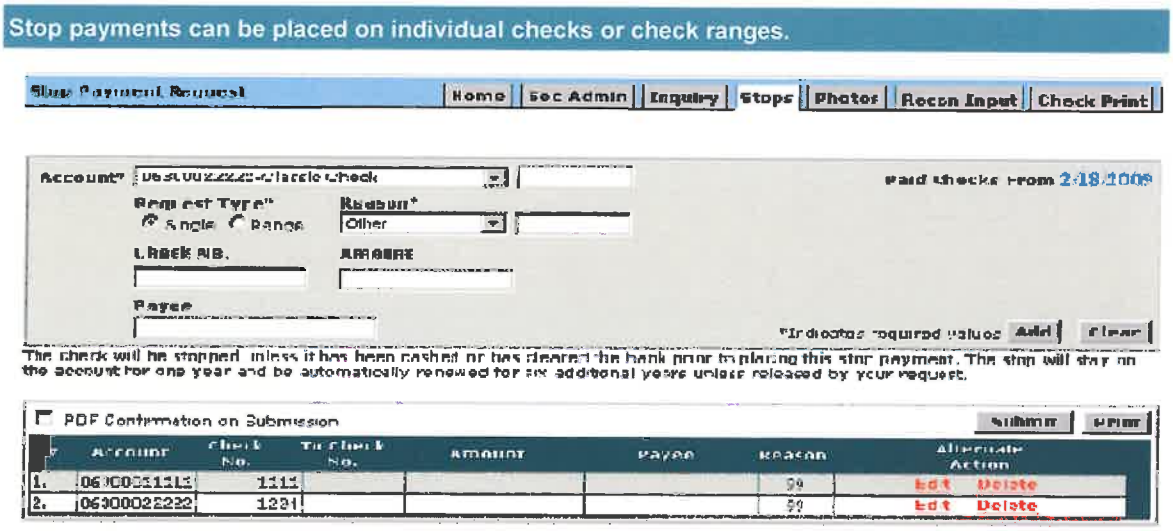

Figure 6

Online stop payments may be placed and revoked individually or by range. Stop payments and revocations can be requested online for up to 250 items per range with no limit to the number of range stops or revocations. The County will also have the ability to inquire on the real-time status of an individual or range of checks and retrieve associated images.

Stop payments adhere to UCC regulations, remain in effect for one year and are renewable annually for up to six (6) additional years, providing seven (7) years of potential stop payment coverage.

c) *Identify the time before the stop-pay becomes effective.*

Valid stop payment instructions issued online are effective immediately. The associated information updates our teller systems in real-time. If a valid stop payment is on file with a matching check number and corresponding amount before the check is cashed, the County will be protected against loss.

The system will automatically research 90 days of transaction history to identify if the check has been paid. If our records show the check has been paid, the system will report the payment date.

Once the stop payment is submitted, the system immediately provides confirmation of successful submission of the stop payment instruction, online. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through J.P. Morgan ACCESS.

d) *Identify all costs associated with clearing and payment of warrants on the Pricing Sheet.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

e) Can you provide a means for returned items to be deposited a second time before the items is returned to the Treasurer for collection?

UCC guidelines specify that the redeposit of a paper item may occur only once. Using Chase's Re-Presented Check (RCK) service, re-deposits of eligible items may be performed up to two (2) times. Re-deposits may occur one time by paper and another by ACH, or via two ACH presentments with no paper redeposit.

An overview of the RCK process:

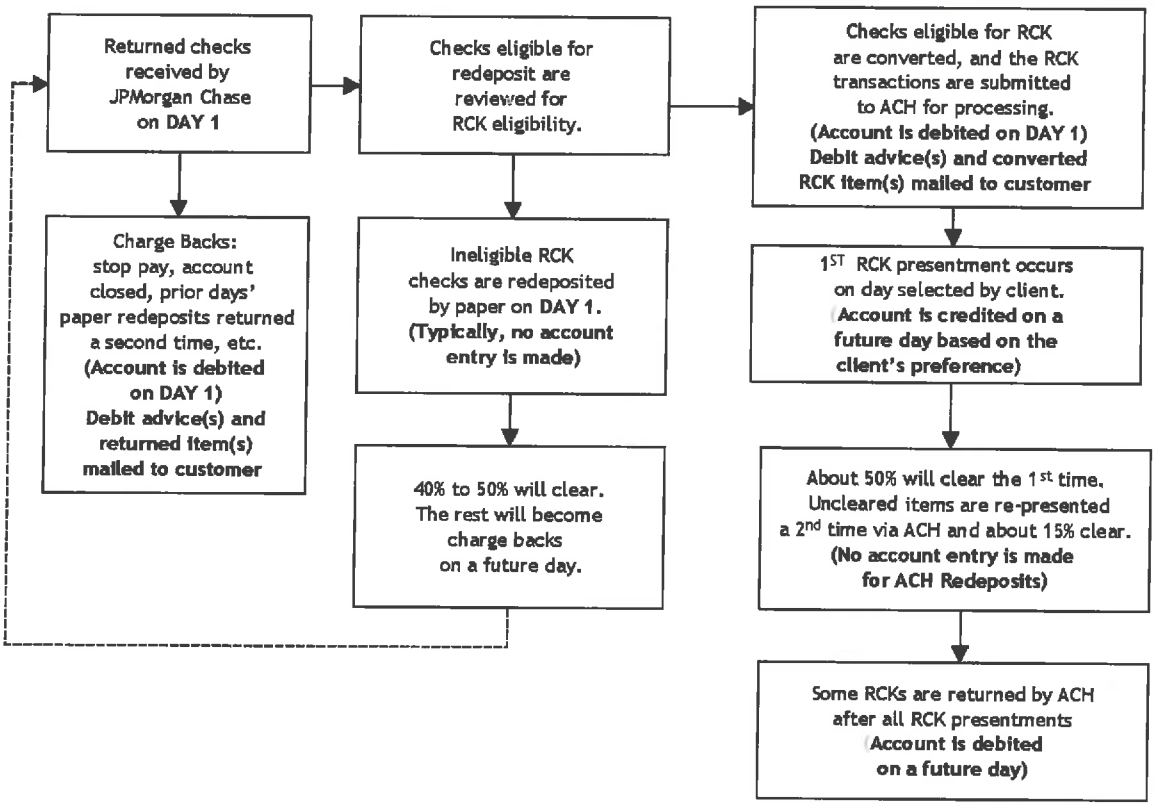

Figure 7

The County will be able to choose the date of the first ACH debit (e.g., on the next business day, a specific number of days in the future [up to 30 days], a specific day of the month [such as the 1st or 15th] or the end of the month).

The ACH processing unit will set up the ACH file and send out the ACH debits for processing on the County's behalf. If there are any items that are not paid through the ACH presentments, ACH will debit Gila County's account and will notify County personnel of those items.

5. WIRE TRANSFER SERVICES — Describe the bank's process, including:

a) Ability of County to initiate and monitor wire transfers online.

Using J.P. Morgan ACCESS, Gila County can enjoy the flexibility of payment initiation via the Internet with confidence that our multi-layer security system will protect the privacy and authenticity of your users, data and transactions. The County will maintain local control over user access to functions and accounts using J.P. Morgan ACCESS maintenance features.

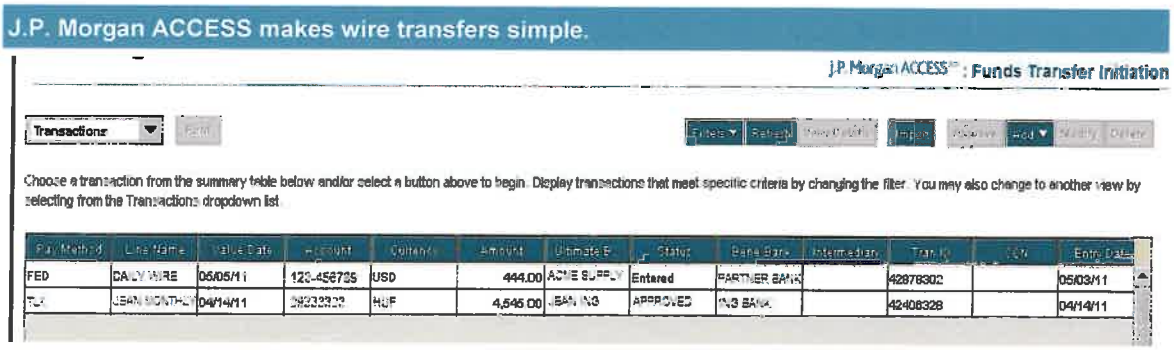

Figure 8

The following information is provided on incoming and outgoing wire transfers on both a current- and previous-day basis:

- Dollar amount
- Unique bank reference number
- Client reference number
- FED/CHIPS reference number
- Received from party (incoming)
- Straight-through or repair indicator
- By order party (outgoing)
- Paid to party
- Beneficiary information, if available
- Unique location identifier (ULID), if available
- Date and time of receipt of wire instruction

Initiation

Using the Funds Transfer Initiation module of J.P. Morgan ACCESS, authorized Gila County employees will be able to:

- Combine U.S. dollar and multicurrency payment activities using predefined (**repetitive**) and free-form formats for accounts at Chase and other financial institutions
- Enter book transfer, Fedwire, CHIPS, drawdowns, and multibank payment instructions through a single screen
- Initiate U.S. dollar transfers up to 15 business days prior to the effective date with future-date capability
- Import transactions from your accounting systems using the wire import facility, which supports comma-delimited files for streamlined integration
- Create check and draft payments
- Generate drawdown transactions against pre-established accounts
- Establish Foreign exchange settlements

Monitoring

Various reports are available online via J.P. Morgan ACCESS to assist with tracking the status of the County's transfers. Funds transfer information is available near-real-time, i.e., within minutes of transaction processing.

Funds Transfer Initiation and Reporting Module

- **Status Report:** Same-day and historical summary level transaction information based on transfer status: Entered, Approved, Released

- **Pending Approval Report:** Summary-level transaction information for transactions with the status "Entered"
- **Pending Release Report:** Summary-level transaction information for transactions with the status "Approved"
- **Transaction Detail Report:** Same-day and historical wire transaction detail and status; confirmation number will be included for wires with the status "Released"

Cash Balances and Transactions Reporting Module

- **Balance and Transaction Summary Report:** Daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. This report covers both Chase accounts and other financial institution accounts worldwide.

Balance and Transaction Detail Report: Daily balance information, including closing ledger, collected and same-day available balances, plus total amounts for debits and credits. In addition, month-to-date, previous month and year-to-date averages are provided, as well as a comprehensive listing of credit and debit activity for the day. Detailed descriptions for each Chase transaction are displayed and may also be included for accounts at other financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

b) Ability of County to create and store recurring/repetitive3 wire instruction and templates.

Chase provides the following options for establishing repetitive transfers:

- **Internet:** Gila County will be able to input new, automated, repetitive wire transfer instructions via J.P. Morgan ACCESS.
- **Electronic transmission:** If Gila County prefers to establish repetitive lines stored on Chase's mainframe, the County can use Chase's PaySoure Host-to Host transmission product.
- **Mail:** Written requests for repetitive line setup are handled on an exception basis.
- **Other:** If Gila County requires the ability to execute wire transfers via telephone, the County may elect to establish repetitive lines that will be stored on Chase's mainframe.

c) Ability of County to create and store future dated wire instructions.

Chase's payment processing system accepts payment instructions up to 364 days prior to value date, and warehouses these transactions in its systems until the value date specified. Warehousing is not limited to certain types of transactions.

Future dated transactions can be submitted via J.P. Morgan ACCESS up to 15 business days in advance. Warehousing is not limited to certain types of transactions.

Wires can be input, approved and released so they will be executed automatically on value day. The wire transfer system keeps track of which transfers are pending and releases them automatically. Given this automation, tickler reports are not required.

d) Security measures for wire initiation and approval.

J.P. Morgan ACCESS allows the County to designate the rights of each user on the platform. Services available on the portal accommodate a wide range of security options, including

requests for multiple transaction approvals, demands for separate "enter" and "release" functions for users, dual control among users, and daily or transaction limits.

The County's security administrators are the only individuals able to assign users with transaction initiation privileges.

Matrix Approval

This service enables significant customization of the payment approval workflow in Funds Transfer Initiation to reflect authorizers' signatory limits.

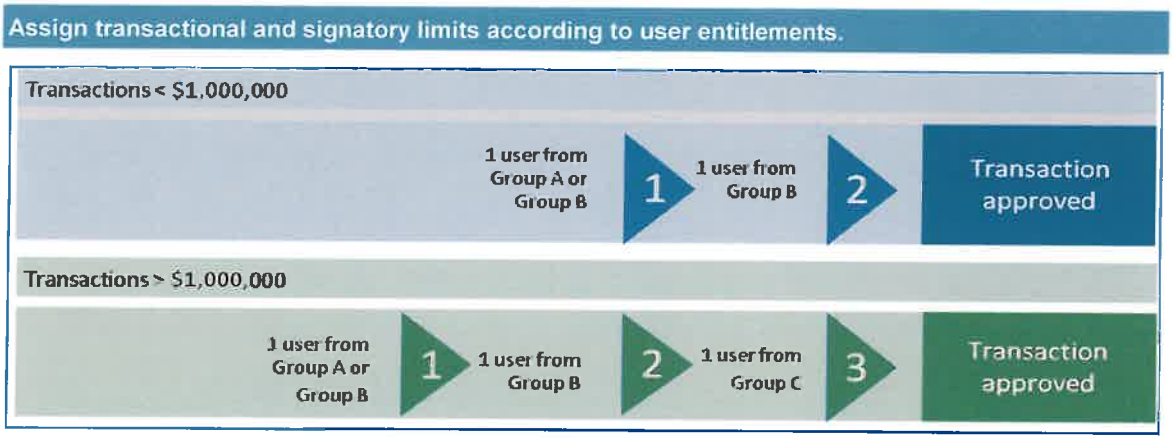

Figure 9

Matrix Approval can be used for tasks as simple as adding an additional approver, to creating complex sets of rules for a board resolution requiring a number of different signers based on transaction amounts. The service enables the creation of different approval rules for different accounts, payment types, initiation method and even beneficiary, as well as by payment value. Furthermore, the County can set the order in which approvals should occur and can require up to nine approvers.

As an additional off-line control, the County can also use Matrix Approval to determine the maximum value of a payment that can be sent through J.P. Morgan ACCESS.

Even where Matrix Approval is not required for signing needs, it can be used to:

- Reduce the amount of time senior management spends on approving payments
- Help call attention to high-value or higher-risk payments during authorization
- Add flexibility and control to payment initiation as part of a compliant and efficient process

The County's security administrators create groups of approvers with equal signing authority levels. They then define the rules of the payment approval process at an account, amount, payment method or repetitive template level by assigning one or more of these approval groups. The system then routes payments for authorization as appropriate.

Multilayered System Security

J.P. Morgan ACCESS employs a multilayered security protocol designed to protect the privacy and identity of users, while maximizing data and transaction integrity. The Bank's information technology control policy mandates strict physical and environmental controls for data center and non–data center environments across all technology platforms, including computer and network systems and workstations. For security, the J.P. Morgan ACCESS system employs the following.

- **Data Protection:** Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps maintain confidential access and delivery of data and transaction facilities.
- **Access Control:** Client security administrators access the User Setup Forms administration service module to establish and approve users of J.P. Morgan ACCESS cash management services.
- **Computer Registration:** Each time a user logs on through an unrecognized computer, J.P. Morgan ACCESS prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as e-mail, help desk or in person by a the County security administrator.
- **Dual-Level User Authentication:** Two-factor authentication is based on both something the user knows – a personal password – and something the user has: an RSA SecurID® token code.
  - To log on to J.P. Morgan ACCESS, a user is required to enter a user ID and password, as well as an RSA SecurID code if the user is able to perform money movement transactions. Two-factor authentication via this technology helps safeguard against account takeover and other attempts to breach security by employing a small handheld SecurID token that dynamically generates a new six-digit security code every 60 seconds.
  - After login, the system only shows each user a menu of applications according to client-specified entitlements. As an added level of security, the system will automatically log off users after a set period of inactivity.
  - Passwords for non-SecurID user automatically expire every 90 days. Users may change their passwords at any point prior to expiration and security administrators may reset passwords prior to their expiration date. Passwords for SecurID users do not expire because the user's corresponding SecurID code changes every 60 seconds. However, a user may change his/her password at any time.
- **Matrix Approval:** This service enables significant customization of approval workflow in Funds Transfer Initiation to reflect authorizers' signatory limits.

Transmission Security Controls

For CPU to CPU transmissions, security controls for individual transactions must reside within the County's own transaction systems. Chase will work with the County to help make sure the transmission of the transactions is secure, i.e., encrypted and authenticated.

e) Same-day credit for incoming wires.

The cutoff time for incoming credits is at the close of Fedwire.

f) Identify all costs associated with placing an outgoing wire.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

g) Identify all costs associated with receiving an incoming wire.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

h) What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?

By using the code word /PRIORITY/ or a pre-agreed Priority pattern in any of the electronic instructions sent to Chase, Gila County can actively manage the County's payment queue within our systems. Payments received with this code word or a pre-agreed Priority pattern are automatically placed at the top of our internal processing queues and are executed as soon as our funds control system releases them. The additional charge for this service is outlined in the Fees section of this proposal.

We recommend contacting the County's Client Service Professional, Gail Haymaker, or Relationship Manager, George McManus, in instances that call for priority or rush wires, so we can identify and monitor the specific transaction and provide feedback to you on the status of the payment.

Note that code word placement and formatting varies based upon initiation method.

i) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.

Chase provides clients with generous cutoff times to help them ensure same-day execution of their payment instructions. These time frames are outlined below.

Clearing Time Frames		
Clearing system	Open	Close
Book transfer	7:00 p.m. MST	4:45 p.m. MST
CHIPS	7:00 p.m. MST	3:00 p.m. MST
Fedwire	7:00 p.m. MST	4:00 p.m. MST

Straight Through Processing Cutoff Times*						
Type of Transfer	Input Method					
	Telephone	Fax	PC	Internet	CPU to CPU	Automated Standing Transfer
Fedwire	3:00 p.m. MST	N/A	3:30 p.m. MST	3:30 p.m. MST	3:30 p.m. MST	See note below
Book transfer/Internal	4:00 p.m. MST	N/A	4:30 p.m. MST	4:30 p.m. MST	4:30 p.m. MST	See note below
Drawdown (via Fedwire)	1:00 p.m. MST	N/A	1:30 p.m. MST	1:30 p.m. MST	1:30 p.m. MST	See note below
International (USD via CHIPS)	2:00 p.m. MST	N/A	2:30 p.m. MST	2:30 p.m. MST	2:30 p.m. MST	See note below

* Payments that require repair will have a cut off time 30 minutes prior to the stated times above.

Note for Automatic Standing Transfer: As standing orders/payment instructions are repetitive, there is no deadline, per se. In most cases, we execute the standing order early each morning. If it is to be based on an account balance either in a Chase account or in an account at another bank, the transfer will be based on the closing balance as of the prior business day.

Payment instructions received after cutoff times will be completed on a reasonable-effort basis.

j) How soon after wire execution would a confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.

Transaction Reference Numbers (TRN's) are immediately available upon successful release of your payment instruction.

k) Will the bank look to the funding account if the debit account is a zero balance account?

Chase will look to the funding account if the debit account is a zero balance account.

l) What steps are you taking to ensure uninterrupted service?

Chase actively manages its positions within all clearing systems throughout the day. Our goal is to help ensure that each transaction is processed through the clearing system that will expedite the delivery of the payment. There have been no interruptions in wire transfer processing due to net debit cap management since the inception of this process.

As the largest combined CHIPS and Fedwire participant, Chase is well-positioned to efficiently execute your payment flows. We currently process, on average, more than 395,000 transactions a day with an aggregate value that exceeds $3.1 trillion. Through the combination of sophisticated technology, client credit facilities and one of the largest net debit caps in the industry, we are confident we can provide clients with the intra-day liquidity necessary to execute their payments promptly.

m) How can the status of wire transfers be tracked by the customer?

Various reports are available online via J.P. Morgan ACCESS to assist with tracking the status of the County's transfers. Funds transfer information is available near-real-time, i.e., within minutes of transaction processing.

Funds Transfer Initiation and Reporting Module

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financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

n) *Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?*

Wires

Chase's payment processing system accepts payment instructions up to 364 days prior to value date, and warehouses these transactions in its systems until the value date specified. Warehousing is not limited to certain types of transactions.

Future dated transactions can be submitted via J.P. Morgan ACCESS up to 15 business days in advance. Warehousing is not limited to certain types of transactions.

Wires can be input, approved and released so they will be executed automatically on value day. The wire transfer system keeps track of which transfers are pending and releases them automatically. Given this automation, tickler reports are not required.

ACH

ACH payments also can be warehoused for up to 90 days in advance of the value date for Direct Send or for up to 30 days using J.P. Morgan ACCESS.

o) *What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?*

In the unlikely event of a processing error by Chase, we will arrange for proper value of the funds transfer without cost to the County.

p) *At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?*

Chase will execute payment instructions received and accepted prior to established cutoff times. In the unlikely event that we are unable to complete the execution of a transaction released to us in time, and confirmed to Gila County as accepted, our service staff will notify the County of the circumstances in order to discuss alternative courses of action.

q) *What are procedures and the time limits to effectively cancel a wire?*

Requests to cancel wires prior to value date can be sent to Chase electronically via eServe, our Internet-based inquiry facility. We recommend canceling future value-dated transactions by 2:00 p.m. AZ Time on the day prior to the value date. Requests received after this time will be completed on a reasonable-efforts basis.

Given the speed with which straight-through transactions are processed, there is a limited window of opportunity to cancel same-day valued wires. If you realize that a wire you have released to Chase should be canceled, we recommend that the County call the funds transfer client service hotline as soon as possible. If the wire has not been released, the service representative should be able to cancel the transfer. If the wire has been released, the service representative can recall the funds from the receiving bank per your written authorization. Please note that recalls are on a reasonable-effort basis only. The deadline is the end of the Fedwire processing day, 4:00 p.m. AZ Time.

Requests to cancel pre-advised payments require confirmation by the beneficiary bank that the payment is 'null and void'.

There is a standard charge for canceling a wire transfer.

r) Describe security measures to protect the validity of wire transfers.

Chase uses digital signatures to authenticate transactions.

At minimum, to access the platform, J.P. Morgan ACCESS requires all users to have a basic authentication user ID and password. Additionally, money-movement users also are required to authenticate at logon and at release via RSA SecurID one-time password (digital signature authentication).

- Digital signature authentication employs public key infrastructure (PKI) to address security requirements for value-bearing transactions and administrative functions.
- Public key cryptography eliminates the use of the same key for encryption and decryption. The system creates and uses public and private key pairs data encryption and digital signing.

For each J.P. Morgan ACCESS user authorized for transaction initiation and/or administrative functions, the user generates a key pair at a computer. This contains a private key known only to the individual user and that never leaves the user's machine, and a public key published to the J.P. Morgan ACCESS directory. The special nature of this key pair is that either key may be used to encrypt messages, but only the other key can be used to decrypt messages. A message that can be decrypted by the public key must have come from the owner of the private key.

Portable Security Transaction Protocol (PSTP)

Chase developed a digital signing innovation known as Portable Security Transaction Protocol (PSTP). This patent-pending procedure is built around the deployment of SecurID two-factor authentication, which relies on something a user knows – their personal password – and something the user has: a SecurID token code.

As a direct competitive technology to PKI, PSTP leverages SecurID technology, which enjoys excellent customer satisfaction with elevated security. PSTP technology provides protection while requiring only that a user enters the token code and password a single time for each signature.

PSTP not only authenticates a user's "signature and identity, it also stores evidence of the transaction in a cryptographically protected log record. This log can be consulted later to verify that the transaction was sent by the originating user and received by the intended recipient.

Secure Transmissions

CPU and PC transmissions must be encrypted and/or authenticated, depending on the application. This is done at the transaction or batch level. If a violated transmission arrives at the Bank, an operator will contact the County by phone to request re-transmission.

All message authentication measures and products must conform to approved American National Standards Institute (ANSI) standards. Key management process must be employed and must conform to approved American National Standards Institute (ANSI) standards.

To reduce the risk of unauthorized or fraudulent transmission of payment instructions, Chase requires that authentication be employed on all value-bearing transactions electronically transmitted to the Bank. Encryption will be implemented based on the County's request.

Authentication is mandatory regardless of which method the County uses to deliver payment files.

ERP System Interfaces for Batch Wire File-Initiated Payments

Chase safeguards reduce the risk of financial loss from accidental or deliberate alterations of messages, and the introduction of fraudulent messages exchanged between Chase financial applications or between the Bank and the County.

Chase Host-to-Host supports the transfer of "Highly Sensitive" and "Sensitive" data, end-to-end, in a bi-directional manner, as defined by Chase IT Control Policy.

At a high-level, Chase needs to confirm that each data transmission can be authenticated (coming from the expected sender) and is encrypted (data remains confidential). For Highly Sensitive data (e.g., Wire Transfer) we will also expect the transaction to be signed to ensure transaction integrity.

In a practical sense, Highly Sensitive Data requires Transport Security, Consequential Evidence, Message Integrity, and Originator Authentication, whereas Sensitive Data requires Transport Security only.

Examples of data types by security level:

Highly Sensitive Data:

Requires – Transport security (SSL, IP SEC), message integrity, originator authentication and consequential evidence of authentication (signing – PGP, 509.v3)

Example – Value-bearing transactions, such as Wires, ACH, Trades

Sensitive Data:

Requires – Transport Security (SSL, IP SEC)

Example – Customer information, Reporting Information, User name / Passwords

Recognizing the safety and security of your data is our highest objective, Chase created and administers a Partner Key Management process that allows the Bank to accept 'Open Standard' credentials, such as PGP & 509.v3 certificates. It is important that the County's Security Administrator is familiar with this process, as Partner Key Management will be used for your initial implementation, as well as to avoid any service interruption associated with the expiration of your production key(s).

Although you will be provided with more details once your implementation begins, here is a summary of some facts you need to know about our Partner Key Management process:

- Client Security Administrator will need to identify 2– 3 individuals authorized to request Chase to add, update or delete keys.
- Client Security Administrator will need to submit Security Administrator Designation Form (SADF) identifying the individuals at the County (e.g., names, mailing addresses, original signatures, telephone numbers and e-mail addresses) who will be authorized to implement new certificate/keys.
- Chase procedures require that all client certificates expire within two (2) years. Clients wishing to send in keys with longer expiration, or with no expiration, must sign a legal waiver, releasing Chase of any liability associated with this procedure variation; this request will also need to be approved by your Relationship Manager and Chase Risk committee.
- No certificate will be accepted unless it adheres to the following cryptographic specification:
  - Message digest: SHA-1, AES256
  - Asymmetric algorithm: RSA, DSS (at present not available with SSH)

- Asymmetric algorithm key length: 2048-bit or above

s) What information is available to identify incoming wires? Are any of these fields available for standardization?

The following information is provided on incoming and outgoing wire transfers on both a current- and previous-day basis:

- Dollar amount
- Unique bank reference number
- Client reference number
- FED/CHIPS reference number
- Received from party (incoming)
- Straight-through or repair indicator
- By order party (outgoing)
- Paid to party
- Beneficiary information, if available
- Unique location identifier (ULID), if available
- Date and time of receipt of wire instruction

Standard and Customized Data Reporting

Various reports are available via J.P. Morgan ACCESS to assist with tracking the status of Gila County's transfers.

From Funds Transfer Initiation and Reporting

- **Status Report:** Same-day and historical summary level transaction information based on transfer status: Entered, Approved, Released
- **Pending Approval Report:** Summary-level transaction information for transactions with the status "Entered"
- **Pending Release Report:** Summary-level transaction information for transactions with the status "Approved"
- **Transaction Detail Report:** Same-day and historical wire transaction detail and status; confirmation number will be included for wires with the status "Released"
- **Lines Report:** Detailed information for established repetitive transfer instructions

From Cash Balances and Transaction Reporting

- **Balance and Transaction Summary Report:** Daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. This report covers both Chase accounts and other financial institution accounts worldwide.
- **Balance and Transaction Detail Report:** Daily balance information, including closing ledger, collected and same-day available balances, plus total amounts for debits and credits. In addition, month-to-date, previous month and year-to-date averages are provided, as well as a comprehensive listing of credit and debit activity for the day. Detailed descriptions for each Chase transaction are displayed and may also be included for accounts at other financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

Wire transfer balance and transaction details also are available via eServe, Chase's Internet-enabled wire transfer inquiry and reporting facility. With fast, secure, virtually around-the-clock online global access, eServe helps improve the operational performance of payments operations.

Delivered through J.P. Morgan ACCESS, eServe will enable the County to retrieve payment details, request investigations, exchange text messages with County concerning pending inquiries, and retrieve / view case history on open, pending and closed inquiries.

6. REPORTING SERVICES

a) Identify all costs associated with reporting.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Provide a description of the reporting services available on-line.

Authorized Gila County users will be able to manage daily cash flows using comprehensive information, including current-day, prior-day and historical data. The cash position of accounts held by Chase, as well as other financial institutions worldwide (in any currency), can be viewed in an online, secure environment.

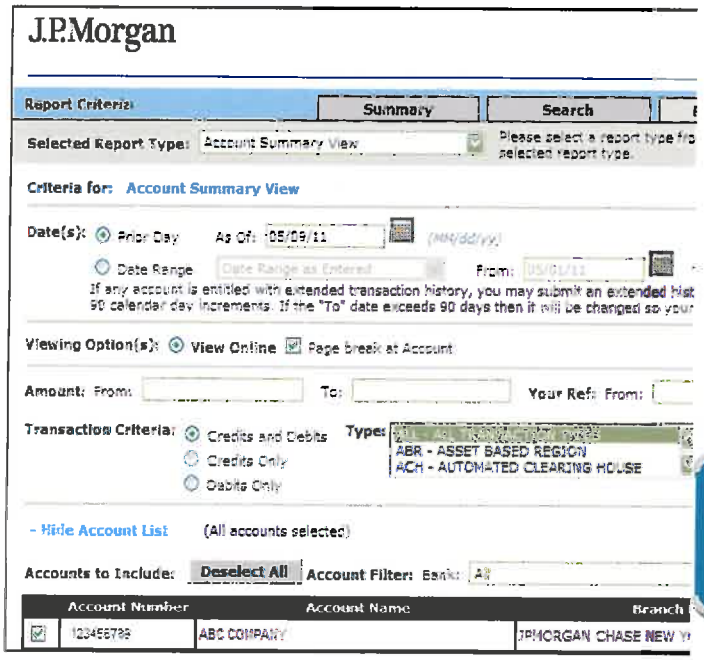
The web-based J.P. Morgan ACCESS system offers a standard 45 calendar days of account balance and transaction data, with either 90 calendar days or one (1) year stored upon request. Prior-day information is provided by 7:00 a.m. ET.

J.P. Morgan ACCESS also provides useful information that can aid in the design of funding and investment strategies, including top-line summaries, detailed transaction records and historical reports for up to 365 days. User entitlements can be managed to control access to accounts and reports.

Cash Balances and Transaction Reporting

The J.P. Morgan ACCESS Cash Balances and Transactions Reporting Module offers an easy-to-use, comprehensive reporting suite.

Cash Balance and Transaction Reporting Home Page



J.P. Morgan ACCESS is available 24 hours per day, seven (7) days per week (Excluding scheduled maintenance periods).

Figure 10

J.P. Morgan ACCESS provides both prior-day and current-day information.

Current-Day Information

Chase will report all transactions posting to the County's DDAs, including associated reference numbers, float and descriptive text by transaction type

Chase provides updates throughout the business day for established accounts. Current-day information is available, based on the operating area of the bank, for funds transfer, letters of credit, securities and deposit transactions.

Depending on the account type being reported, current-day information is generally available beginning at 10:01 a.m. AZ Time. Information generally is available within 10 minutes of receipt or creation.

Prior-Day Information

Prior-day reports will be available to the County by 7:00 a.m. AZ Time, each morning. **Online Reports**

Standard Reports

The following eight standard statement reports are available to all J.P. Morgan ACCESS clients

- Account Summary View Report: Provides opening balance, detailed credit and debit activity transactions, and the closing balance for the period specified.
- Balance Report: Provides daily balance information, including closing ledger, same-day available balance and total debit and credit amounts. Does not include detail credits/debits.
- Balance and Transaction Summary Report: Based on the Balance Report, but includes a one-line summary for each credit and debit with additional lines for associated float
- Balance and Transaction Detail Report: Based on the Balance and Transaction Summary Report, but includes comprehensive transaction information for each credit and debit with additional lines for associated float
- Statement Report by Cumulative Range: Provides a report of the cumulative total of all debits and credits on the balance within a given account including the Opening Ledger Balance, Closing Ledger Balance, and Closing Available Balance for the selected date range.
- Statement Report by Cumulative Range—Expanded View: Contains the same information as the Statement Report by Cumulative Range, but the Expanded View provides a new option to generate a statement report that better reflects actual DDA statements. It is landscape oriented, with credits and debits commingled, and the default transaction order is by date.
- Statement Report by Location: Provides balance amounts and associated transaction activity for a date or range. Credits are subtotaled by "customer reference", ideal for deposits that contain your store location numbers in the serial number field of the deposit ticket.
- Wire Advice Report: Provides a comprehensive report containing CHIP, BOOK, FED and SWIFT payments, both incoming and outgoing. Similar to the Funds Transfer "Transaction Detail Report", but contains all payments posted to the account.

Additional online reporting information is available as part of Appendix 1 - J.P. Morgan ACCESS Sample Reports.

Customized Reports

Gila County will be able to create and save customized reports through a set of filter criteria (e.g., date range, accounts, reference numbers, check numbers, transaction types, etc.). The County will have the ability to run, view and modify all saved reports quickly and easily.

Use J.P. Morgan ACCESS to view reports online or export them. Most reports can be exported into CSV, BAI2 and MT 940 formats.

Additionally, the County will be able to schedule J.P. Morgan ACCESS reports for automatic generation. All reports, including data exports in BAI, comma-separated value and SWIFT MT940, can be scheduled to run on an unattended basis.

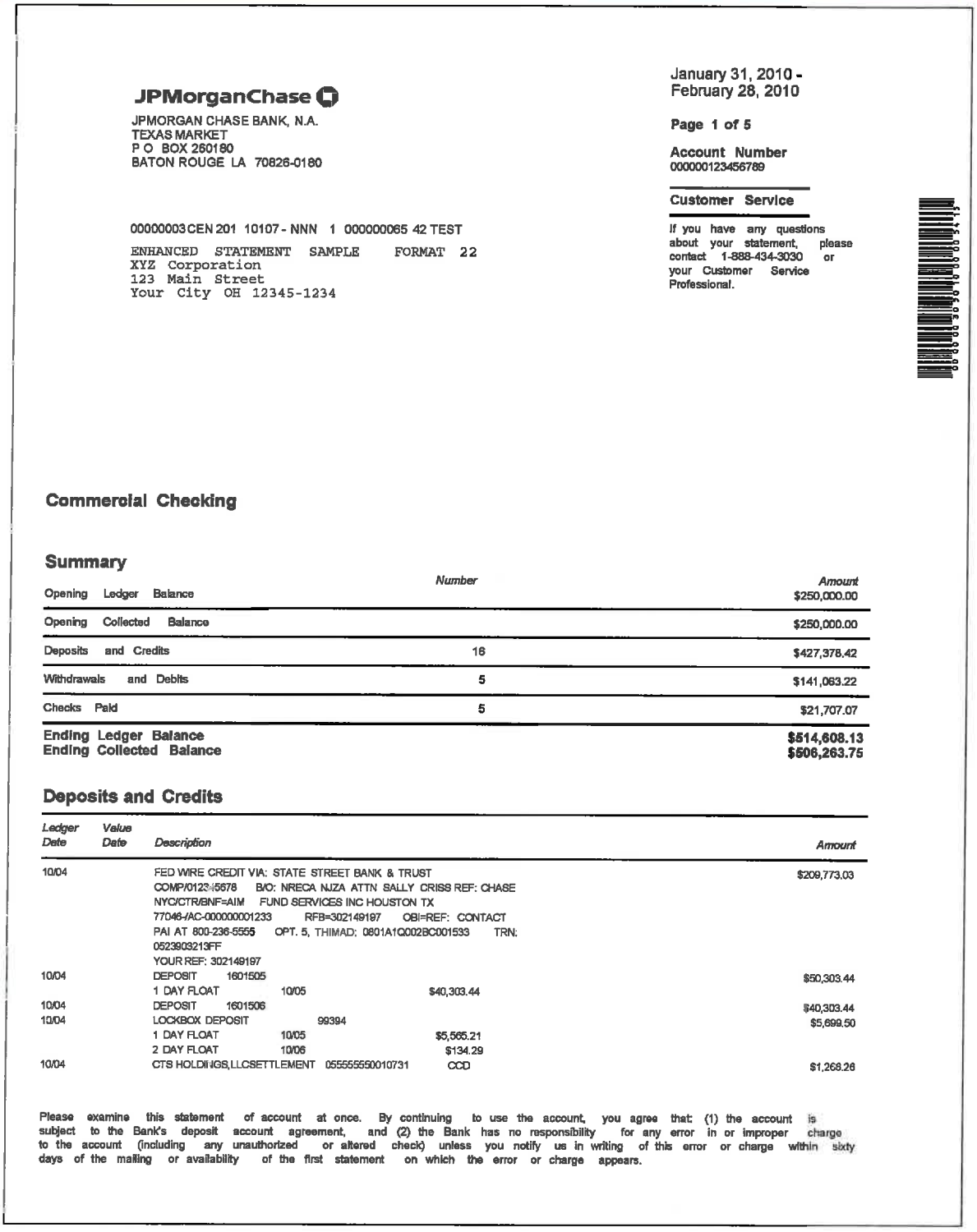
Once reports are run, the County can retrieve them through the "View Status History" tab. For an additional fee, the Bank can "push" scheduled reports to the County. Users can save them on a desktop PC or shared network folder. This option also allows reports to be attached to e-mails and distributed to users.

c) ***Required Service: Ability to download daily & monthly DDA activity.***

J.P. Morgan ACCESS facilitates the online retrieval of current-day and prior-day reports, along with cumulative banking statements.

Gila County will receive monthly statements for each account from Chase. These reports provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement then provides a detailed chronological listing of all credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.

Online statements offer greater convenience and more efficient access to important records



JPMorganChase

JPMORGAN CHASE BANK, N.A.
TEXAS MARKET
P O BOX 260180
BATON ROUGE LA 70826-0180

January 31, 2010 -
February 28, 2010

Page 1 of 5

Account Number
000000123456789

Customer Service

If you have any questions about your statement, please contact 1-888-434-3030 or your Customer Service Professional.

00000003 CEN 201 10107 - NNN 1 000000065 42 TEST

ENHANCED STATEMENT SAMPLE FORMAT 22
XYZ Corporation
123 Main Street
Your City OH 12345-1234

Commercial Checking

Summary

	Number	Amount
Opening Ledger Balance		$250,000.00
Opening Collected Balance		$250,000.00
Deposits and Credits	16	$427,378.42
Withdrawals and Debits	5	$141,063.22
Checks Paid	5	$21,707.07
Ending Ledger Balance		**$514,608.13**
Ending Collected Balance		**$506,263.75**

Deposits and Credits

Ledger Date	Value Date	Description			Amount
10/04		FED WIRE CREDIT VIA: STATE STREET BANK & TRUST COMP/0123-5678 B/O: NRECA NJZA ATTN SALLY CRISS REF: CHASE NYC/CTR/BNF=AIM FUND SERVICES INC HOUSTON TX 77046-/AC-000000001233 RFB=302149197 OBI=REF: CONTACT PAI AT 800-236-5555 OPT. 5, THIMAD: 0801A1Q002BC001533 TRN: 0523903213FF YOUR REF: 302149197			$209,773.03
10/04		DEPOSIT 1601505			$50,303.44
		1 DAY FLOAT	10/05	$40,303.44	
10/04		DEPOSIT 1601506			$40,303.44
10/04		LOCKBOX DEPOSIT	99394		$5,699.50
		1 DAY FLOAT	10/05	$5,565.21	
		2 DAY FLOAT	10/06	$134.29	
10/04		CTS HOLDINGS,LLCSETTLEMENT 055555590010731		CCD	$1,268.26

Please examine this statement of account at once. By continuing to use the account, you agree that: (1) the account is subject to the Bank's deposit account agreement, and (2) the Bank has no responsibility for any error in or improper charge to the account (including any unauthorized or altered check) unless you notify us in writing of this error or charge within sixty days of the mailing or availability of the first statement on which the error or charge appears.

Figure 11

Internet statements are identical to the paper statements mailed to clients and are available within 2 to 3 business days after the statement cutoff date.

Chase's monthly statements include all transactions posted to the account including all checks paid by check number with paid amount. Internet statements also include images of checks paid during the statement cycle. Correction entries made by Chase will be included on the statement as well.

The County will benefit from the following:

- Increased security through machine registration and the convenience of using a single sign-on to retrieve statements and perform entitlement via J.P. Morgan ACCESS.
- E-mail alerts can be established to notify authorized County users when the monthly statements are available for download.
- The option to print and view a statement as it would be presented in its original paper form.
- The ability to search for transactions listed on the statement as well as click on a check number in the statement to see an image of the front and back of the cancelled check.

Chase is both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network, able to facilitate comprehensive ACH services including, but not limited to, payroll direct deposit and vendor payments.

Online history for up to seven years. In addition, the County will be able to save and print statements in PDF format, as well as export data to a Microsoft Excel spreadsheet or in CSV format.

d) Provide a sample of your statement.

Please refer to Figure 11 above.

7. ACH (Automatic Clearing House) Services

a) Identify all costs associated with processing ACH transactions.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Identify methods available to transfer ACH files, with complete descriptions and technical requirements, including but not limited to modern and FTP (File Transfer Protocol) process.

Gila County will maintain two (2) primary options for initiating and receiving ACH transactions:

1. Online via J.P. Morgan ACCESS (recommended for lower volume transactions); or
2. Direct Transmission (recommended for higher volume transactions).

J.P. Morgan ACCESS for Web-Based ACH Transactions

Within the J.P. Morgan ACCESS single sign-on website, authorized County users will be able to perform lower volume ACH transactions simply by selecting ACH Initiation and entering the required ACH payment details in the fields provided. In addition to initiating payroll, this module can also be used for disbursements and concentration.

ACH reports are available at the opening of the business day and updated throughout the day.

J.P. Morgan ACCESS offers 45 calendar days of account balance and transaction data. This can be extended to either 90 calendar days or one year upon request. Data also can be exported to the County's storage facilities for longer retention. The J.P. Morgan ACCESS ACH Initiation module also retains batch information for up to 30 days after batches transmit to the Bank for processing.

The following data appears on current and previous-day reports:

- Company name.
- Company ID number.
- Settlement date.
- Dollar amount.
- Description of debit or credit.
- Debit or credit indicator.
- Settlement account (checking or savings account).
- Individual ID number (invoice number, etc.).

J.P. Morgan ACCESS ACH payment initiation screen.

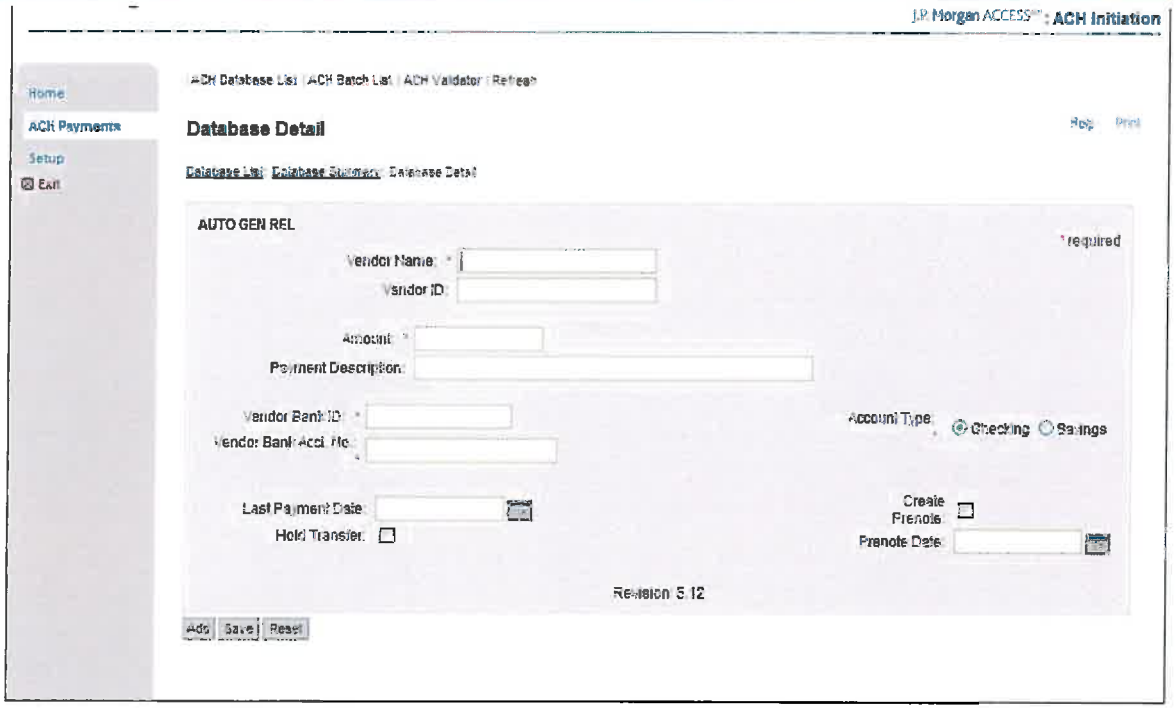


Figure 12

J.P. Morgan ACCESS ACH capabilities include:

- Payroll transactions
- Chase account funding
- Cash Concentration and Cash Disbursement
- ACH investigations (initiation and monitoring)
- ACH reversals and reclamations
- Vendor payments
- Consumer credits and debits
- Access receiving bank information
- Electronic Federal Tax Payments (generic format also available)
- State tax payments (generic format also available)
- ACH Import & Validation feature supports automated comma-delimited, tab-delimited, and NACHA-formatted files of ACH transactions.

- One or two day settlement from single or multiple accounts may be established, based on the ACH transaction types selected when creating a batch.

Entitlement-Based Access

Gila County will maintain the ability to create roles and issue entitlements for authorized personnel. Only those employees with proper entitlements are able to view certain information or perform certain transactions via J.P. Morgan ACCESS. Each user can be restricted by dollar amount. For those functions that demand an extra level of security, two-factor authentication is provided via RSA Secured technology. This proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

For dual control purposes, a second authorized County employee must release the ACH transactions through J.P. Morgan ACCESS.

ACH Direct Transmission

For larger volume transactions, we recommend using direct transmission.

Using any number of industry standard applications, Gila County will be able to create a transaction file in standard NACHA format. Authorized employees will simply transmit files to Chase using a common protocol such as FTP. Each Transmission will be encrypted and sent to Chase for final ACH processing.

Chase will maintain an Internet facing FTP server with a "drop box" directory on the server for the County. The server will be mirrored for disaster recovery. For data inbound to Chase, the County will have the ability to push the data files to the directory. Gila County will be responsible for initiating the FTP session to push and pull data files

c) What services are available to protect our account from unauthorized ACH debits?

To protect the County's Demand Deposit Accounts (DDAs) from unauthorized ACH transactions Chase offers two services to help eliminate these risks and improve controls:

1. ACH Debit Block; and
2. ACH Transaction Review.

ACH Debit Block

ACH Debit Blocking enables the County to specify which companies are authorized to post ACH debits to your accounts, blocking those that are not authorized. The County can also set dollar-limit ceilings or block all ACH debits from posting.

The ACH Debit Block Transaction Report provides a daily listing of all transactions that are blocked. Data is transmitted via secure email to indicate blocked transactions, or an optional e-mail indicating that no transactions are blocked.

ACH Transaction Review

ACH Transaction Review will enable the County to review and confirm ACH debit and credit transactions online, as well as return unauthorized transactions on a case-by-case basis.

System Risk Mitigation and IT Security

Chase maintains a robust Information Technology (IT) risk management program. This includes a comprehensive set of IT policies to which every Chase line of business is required to adhere. The IT policies address every facet of technology development, deployment and administration. Additionally, information risk managers have been empowered within each line of business to help strengthen compliance to policy, provide guidance and manage any exceptions.

With respect to hardware, software and physical security, please note the following:

- Hardware/physical: All bank hardware is required to be located in a Chase facility that provides complete physical security, including ID card access, video surveillance, locked/alarmed windows and exit doors, environmental controls, around-the-clock HVAC monitoring, as well as complete disaster recovery capability. Additionally, all visitors to a Chase installation must be signed in and escorted throughout the premises. All Chase employees have access to only those areas commensurate with their job responsibility.
- Software: The information owner must approve all software changes to the Chase production environment prior to deployment. In addition, all software changes are subject to change management, through which a strict segregation of duties and platforms is maintained.

Through the combined use of firewalls and full, multilayered security features, Chase's client access platforms protect both our clients and the firm from unauthorized access and use.

J.P. Morgan ACCESS provides security across various levels depending upon rights and the type of transaction the specific user is performing. ID and password govern access to the application portal. Traffic across the network is run through Secure Sockets Layer (SSL) session, encrypted at the 128-bit level.

For a comprehensive description of procedures used to minimize the risk of unauthorized entries, please refer to Appendix 2 - Host to Host Transmission Services Client Connectivity Overview.

d) ***Can the bank selectively accept ACH debits only from originators authorized by us?***

ACH Debit Blocking options include All ACH Debits Blocked, Maximum ACH Debit Dollar Limit Allowed, Allowable Company Identification Numbers and Dollar Limits, and Non-allowable Company Identification Numbers.

The ACH Debit Block Transaction Report provides a daily listing of all transactions that are blocked. Data is transmitted via secure email to indicate blocked transactions, or an optional e-mail indicating that no transactions are blocked.

The following types of ACH-related debit transactions will not be blocked, and will be handled in accordance with our customary practices and applicable law and rules:

- ACH debits to your account to offset any ACH credit entries originated by you through us.
- Reversals of previously received ACH credits.
- Reclamation entries, as this term is defined in the Operating Rules of the National Automated Clearing House Association (NACHA).
- Debits to your account initiated by us to correct processing errors, effect back-valuations or make other adjustments.
- Returns or reversals of ACH debits originated by you.

e) ***Describe the bank's ACH return process. When will returned funds to be posted to the County's account?***

To confirm that a return belongs to the client, Chase will perform edits on account number, date, individual ID and trace number. Returned funds post at the end of the banking business day and information concerning these items is available on Chase's current-day report at the opening of the next banking business day.

Return Item Processing System (RIPS)

Chase has carefully designed its Return Item Processing System (RIPS) to minimize the problems exception items can cause, acting as the interface to provide the County with accurate data.

RIPS can provide return items via mainframe-to-mainframe, mainframe to fax, mainframe to PC or a printed report. The Bank strongly recommends data transmission options to reduce delivery problems, eliminate mail delays and minimize the time between the return and the time to receive notification of return.

Process

RIPS helps make certain that the data on each return is complete and accurate by using key fields from the returned items to retrieve from a historical file the original record sent to Chase. This file contains records for ACH transactions initiated in the past 90 days.

- If the computer search does not locate an exact match, the entries are declined to the Receiving Depository Financial Institution (RDFI).
- If the correct item is found, data from the original record is supplied to the County with the reason for the return.
- If the appropriate record cannot be found in the history file, Chase returns the entry to the returning financial institution for correction and resubmission.

The bank issues one debit per entity or application against the County's account for the total of the return file. This simplifies reconciliation because all returns - both electronic and paper - are in a single return transmission.

Returned credits also are included in the return data file and will be credited to the County's checking account with a separate entry per system or six-digit company number. Return entries are not netted against one another or against the new item settlement.

f) How do you advise customers of NACHA (National Automated Clearing House Association) rule changes and their impact?

Updates to rules are posted on the Chase's Web site, and we periodically communicate these changes to our customers through customized mailings. Upon request, Chase will send a copy of the NACHA Rules to our ACH clients.

Chase offers Web-based ACH training to clients on a quarterly basis. Open to all clients, classes are free of charge, and clients who attend will earn up to 2.4 Accredited ACH Professional (AAP) credits per course for continuing education. The classes currently consist of four Webinars. The County may choose to attend one, two, three or all four in the series:

- Introduction to ACH Services
- Managing ACH Originator Risk
- ACH Trends and Impacts

Understanding the New International ACH Transaction

g) Identify timelines for ACH transactions?

Cutoff times for initiation of ACH transactions, according to input type, are outlined below.

Cutoff Time			
Client initiation method	Day cycle	Night cycle	Same-day book transfer
Touch-tone phone (cash concentration)	4:00 p.m. AZ Time	4:00 p.m. AZ Time	4:00 p.m. AZ Time
Terminal (cash concentration)	4:00 p.m. AZ Time	4:00 p.m. AZ Time	4:00 p.m. AZ Time
PC (J.P. Morgan ACCESS)	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time
Other: EDI^ (PaySource)	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time
Direct Transmission^ **	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time

^Same day settlement will occur if both the debit and credit accounts are held at Chase.
Next day settlement will occur when an involved account is not held at Chase.
ACH PPD's must be received two business days in advance
** Note that if you need later deadlines, this should be discussed with your Relationship Team

h) *Define reporting available to the County for ACH transactions and other reconciliation tools available.*

Chase provides several options for reporting incoming and outgoing transactions.

- **J.P. Morgan ACCESS:** Internet information reporting product providing balance and transaction detail reporting. Incoming and outgoing ACH transactions will appear on the transaction detail reports as consolidated credit(s) and/or debit(s).

  ACH reports are available at the opening of the business day and updated throughout the day. Current and previous-day reports include the following data:

  The following data appears on current and previous-day reports:

  - Company name
  - Company ID number
  - Settlement date
  - Dollar amount
  - Description of debit or credit
  - Debit or credit indicator
  - Settlement account (checking or savings account)
  - Individual ID number (invoice number, etc.).

- **Direct Transmission:** This can be established to send the County various types of incoming files, including ACH transactions and return items, in a format specified by the County.
- **eServe**[SM]: Chase's Internet client service solution stores 180 days of history and enables clients to obtain summary or complete payment details on originated transactions. It also enables clients to send reversals and/or reclaims securely. eServe for ACH Reporting also be used to retrieve ACH returns and obtain a Reversal/Reclaim Report. Additionally, it allows eLockbox clients to review 180 days of transactions received and electronically return any transactions that cannot be applied. Client can submit notification of change (NOC) to correct future transactions.
- **ACH eLockbox:** Delivers consolidated posting and detailed reporting of incoming ACH credit activity to Chase demand deposit account(s). Credit activity can include consumer bill payments, civilian allotments from bill payment processors and various government agencies

and Treasury/government payments. Incoming ACH items are marked by the originator for deposit, with accompanying addenda detail provided as specified by the County

Enhanced Receiver Services: Acts as a pipeline, carrying information in standard formatted files or printed reports to client sites. Enhanced Receiver Services reports on a variety of transactions, including ACH, carrying extended remittance data. Data formats into readable reports for the fax reporting option and EDI or BAI data files for the transmission service.

i) Identify data available for incoming ACH transactions.

Chase provides the following supporting details on the bank statement, balance and transaction reports, and in return-item transmissions:

- Transaction amount.
- Company ID number.
- Individual ID number.
- Company name.
- Value date.
- Chase reference number.
- Descriptive text to help reconcile the transactions.

Gila County will decide whether to receive details via e-mail notification, J.P. Morgan ACCESS Information Reporting, transmission, fax or hard copy report.

j) Can the county specify required data to accept an ACH deposit?

Chase's ACH eLockbox (eLockbox) is a payment collection product that electronically collects consumer, corporate and government-initiated bill payments generated by PC Banking and other online bill payment services. ACH eLockbox consolidates all payments into one single accounts receivable file. Daily remittance files can be routed directly to Gila County for quick and easy identification of the paying party.

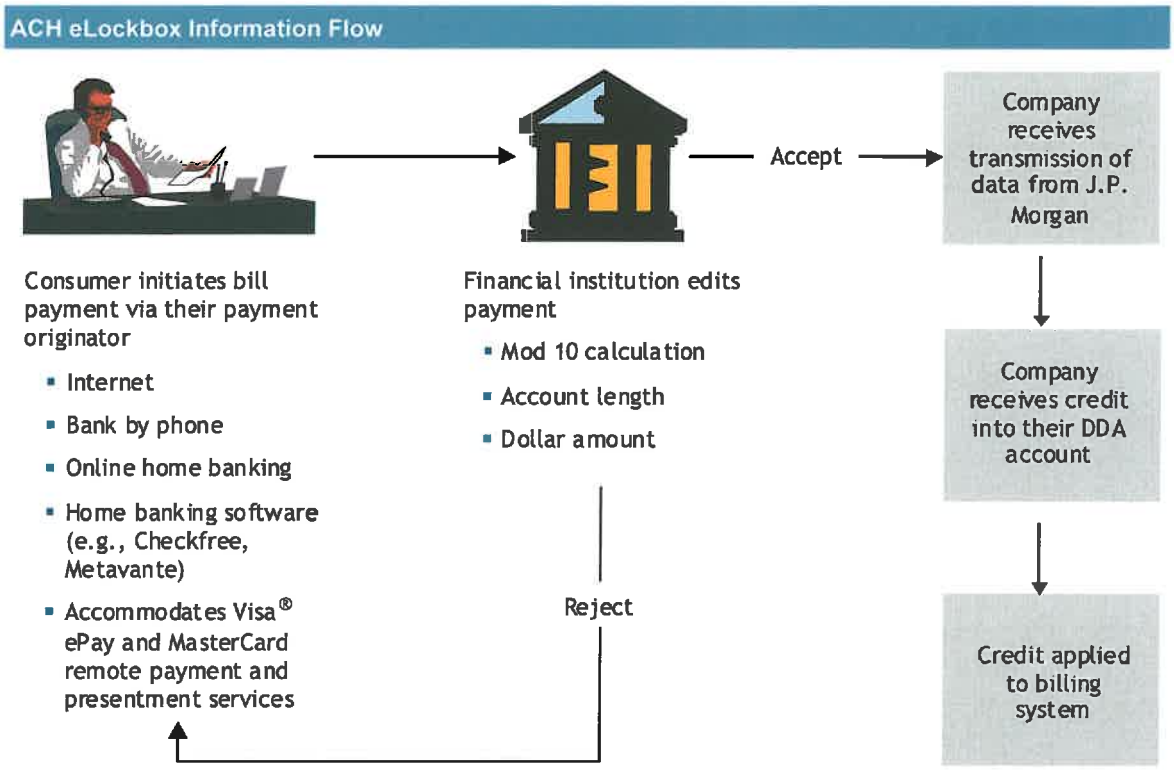


Figure 13

Funds will be settled daily to the County's operating bank account at Chase. In addition to accepting payments from multiple sources, Chase is able to perform additional editing routines to provide the County with accurate and timely processing of accounts receivable data.

Chase will receive payment data and funding from various payment networks, consolidating the information into the ACH receiver services system. **Chase will apply the predetermined validation criteria against the incoming transactions to determine whether to accept or refer transactions.** Remittance data will be formatted in our standard A/R format or Gila County's defined proprietary format (at additional cost), and either routed directly to the County or included in the ACH eLockbox transmission.

Upon receipt, the County may post the payments to your billing system. Chase will credit the funds to Gila County's specified DDA on the same day remittance data is delivered to the County.

Received transactions will be "captured" prior to posting to the County's DDA and held for ACH eLockbox account validation. Validation failures will be returned to originators or reported separately to the customer.

Chase will provide reports to Gila County via secure e-mail or reports and customized reports via other mutually-accepted methodology to the County delineating payment information.

We can consolidate and translate the various incoming file formats into a single output format for upload into the County's account receivables system. Formats accepted include BAI2, CIE, CTX, PPD, EDI 820, CCD, CCD+, and formats proprietary to SAP, PeopleSoft, Oracle, etc for processing remittance data.

Incoming ACH items are marked by the originator for deposit in the Chase account, with accompanying addenda detail provided as specified by the client. A client using ACH eLockbox will see one daily credit post, with detailed payment reporting provided separately.

Chase will post one payment to the appropriate Gila County DDA at opening of bank business. This total will correlate to the total of the detailed payment file remitted to the County.

Chase also provides a secure internet online history of ACH e-Lockbox transactions via eServe. Utilizing eServe for online history or items received, it also provides capability to reverse or return items that were previously sent to the client/biller, but the biller either cannot locate the customer or vendor, or the payment needs to be returned for other reasons.

Benefits of eLockbox for Gila County

ACH eLockbox (eLockbox) offers a host of value-add features that include: upfront edits, data validation, acceptance of multiple payment types, EDI translation and expedited exception handling.

The following chart details features/benefits of ACH eLockbox:

Product Feature	Description	Client Benefit
One single daily remittance file	A single file contains electronic payments from multiple consumer bill payment service providers. Chase provides the remittance data in a standard file format. If the biller wishes to receive data in a customized format, then additional development fees will apply. A cost estimate will be provided after reviewing the biller's requirements.	Client no longer has to build separate remittance processes with different payment originators.
Payments collected from all major electronic payment networks	Client payments are sent through MasterCard RPPS, Visa ePay and the ACH network.	Chase consolidates payments from multiple payment networks and processors into one remittance file sent daily to the biller.
Support for multiple biller IDs	Billers' divisions or various billing systems may create a need for multiple IDs and remittance file formats.	Clients with different lines of business may set up unique IDs to support different A/R formats and settlement accounts for each LOB, if necessary.
Client account number edits and validation	Allows up to 999 edit masks per biller ID.	Edits for length, position values and check digit routines ensure accurate client data.
Rejects of invalid accounts	At the network level, invalid accounts are rejected.	Invalid client account numbers are rejected and not passed on to the biller.
Optional phased, controlled implementation by originating bill payment provider	Managed by ACH Implementation Consultant and usually based on volume from each originator.	Chase will provide proper file layouts to use and will assist client in contacting the major bill payment providers.
File formats	Standard remittance file formats are the norm. If the biller desires to receive data in a customized format, then additional development fees will apply. Estimates will be provided after review of the biller's requirements.	Remittance file follows standard ACH formatting.

Product Feature	Description	Client Benefit
Transmission options	Options include direct transmission of A/R data or integration with ReceiptStream or transmissions.	Client chooses method for delivery of remittance files.
Reversal/chargeback option	Originators may send reversing payment for duplicate or consumer errors.	This provides settlement of reversal item and complete audit trail.
Settlement of funds to a Chase account	Settlement occurs to any Chase account.	Funds are settled on the same day the remittance file(s) are sent to the biller.
Automated returns process	Payments that cannot be applied can be returned automatically to the sender.	Client enjoys settlement of returns and a complete audit trail.
Optional fair share settlement of gross and net amounts for CCCS payments to creditors	Both amounts captured and passed on to the biller and settlement based on net amount. Invalid fair share percentages are rejected and sent back to the agency.	The fair share can be a single percentage for all originators or can be set as specific percentages per originator. This is managed by RPPS.

8. ON-LINE BANKING

a) Identify available on-line banking services.

Use our automated J.P. Morgan ACCESS system to view account information, online. A user-friendly and comprehensive web-based system, J.P. Morgan ACCESS is a robust information-reporting and transaction initiation tool.

Gila County will maintain daily, online visibility to all of the County's Chase and non-Chase accounts, globally through a single consistent portal.

J.P. Morgan ACCESS integrates balance and transaction information delivery, transaction initiation services (wire & ACH, Global ACH/EFT), controlled disbursement, investment and inquiry management tools in a seamless environment.

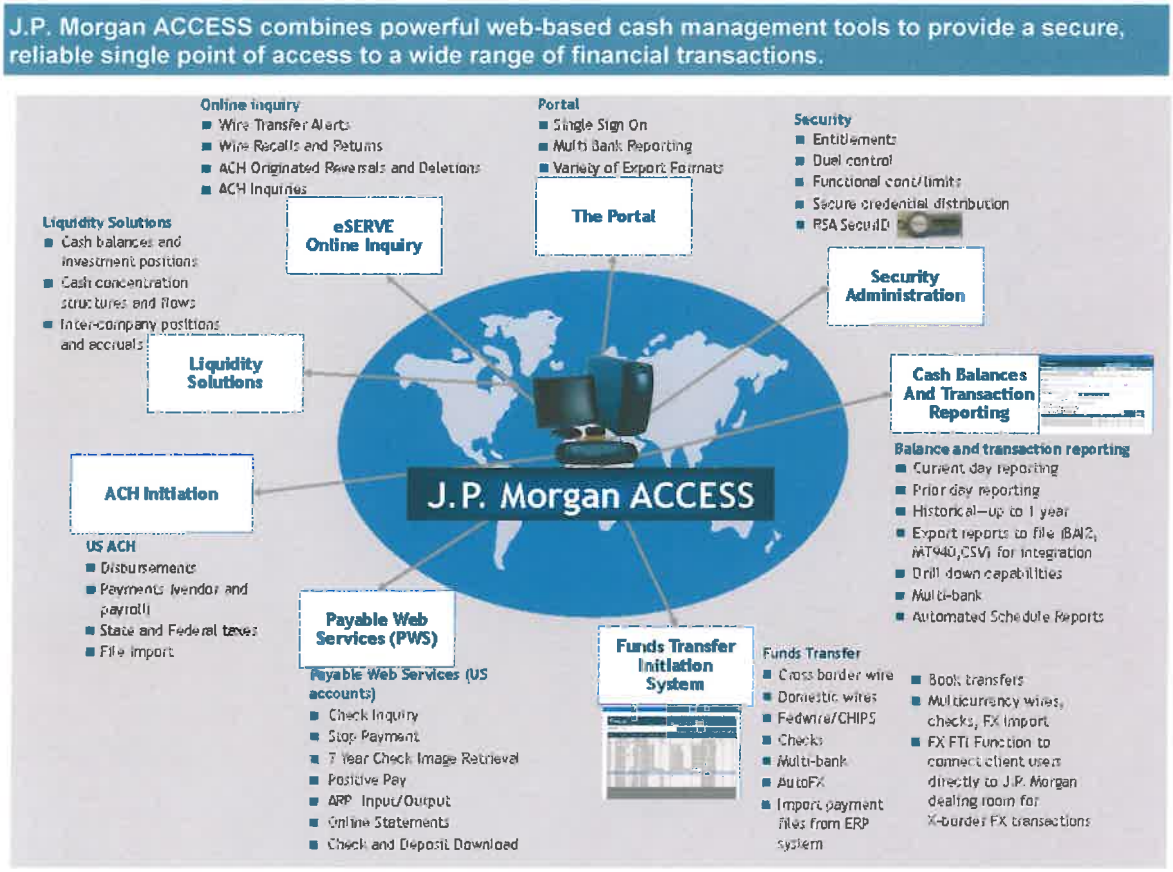


Figure 14

Modular systems like J.P. Morgan ACCESS can be deployed to meet the County's specific treasury needs, and can be modified to allow access to an expanded product suite as your needs evolve.

J.P. Morgan ACCESS Modules

- **Cash Balances and Transactions Reporting —** Access accurate and complete information about County accounts in every part of the world. Reporting includes balances and transactions for both current and prior day. The County will also be able to export data for integration with decision tools and employ numerous filtering parameters and saved report templates allowing you to customize and schedule reports as needed.
- **Funds Transfer Initiation (FTI) —** Initiate and send wire transfers across the country and around the world. FTI includes multibank, multicurrency, freeform and repetitive lines, as well as file import features.
- **Account Transfer (AT)—**Transfer funds interstate between your Chase bank accounts in real time via the Internet.
- **Automated Clearing House (ACH) Initiation —** Create, store and send payment and collection information quickly and securely including IAT and CTX, as well as updated and compliant federal and state tax templates.
- **Payables Web Services (PWS) —** Simplify daily disbursement activities by executing and monitoring your check transactions around the clock via the Internet. PWS includes services such as inquiry on status of paid items, online stop-payments, check and deposit image archive, Positive Pay, check printing and data download capability.

- **eServe** — Utilize a self-service, Internet-based management tool that provides clients with an integral way of servicing, make inquiries, track issues and get reporting information on their Chase Global Clearing and/or USD ACH Origination transactions.
- **Inquiry and Customer Service** — Manage a wide range of electronic transactions and communications in a secure environment.

Authorized Gila County users will benefit from the use of a single information-reporting and transaction-initiation "Dashboard".

The County will be able to view timely information, initiate transactions, and make inquiries through one consolidated window. J.P. Morgan ACCESS integrates the various TSS information delivery, investment and transaction services, as well as inquiry tools into a single online portal.

J.P. Morgan ACCESS Dashboard shows the variety of modules available in the menu list in the left column.

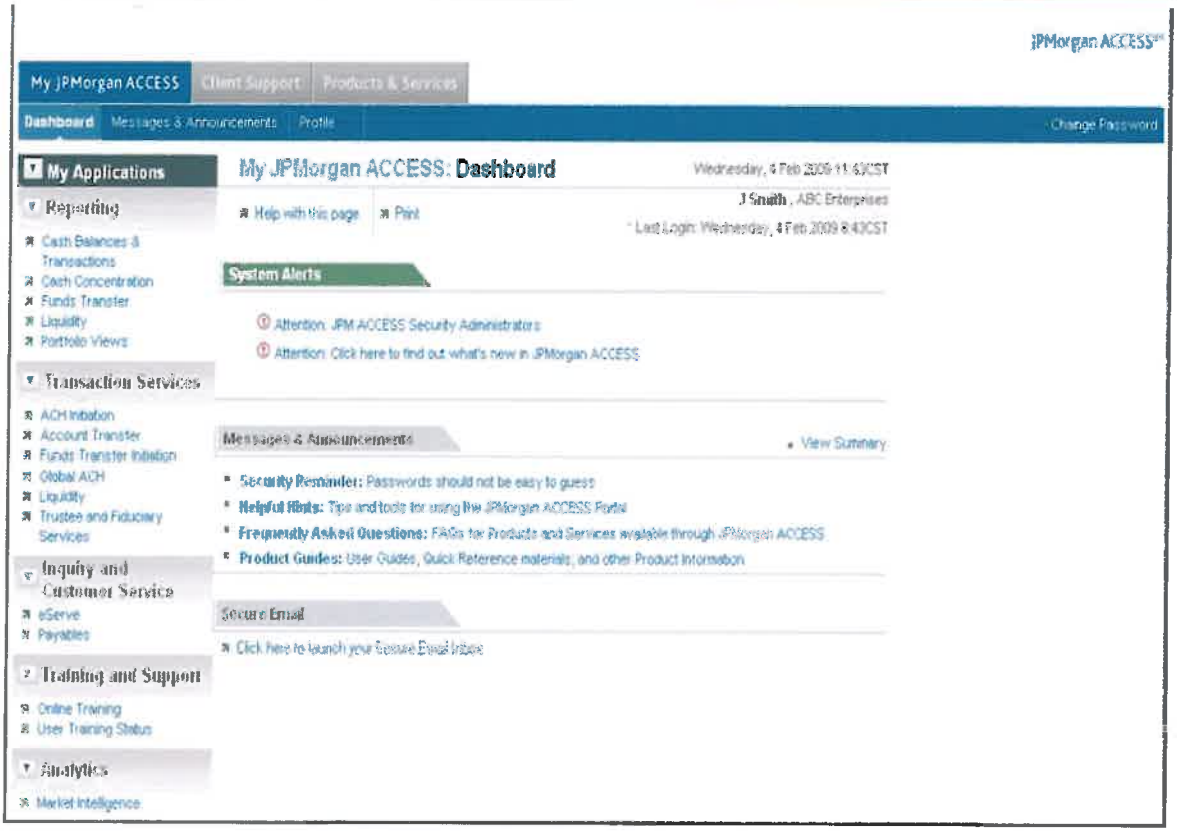


Figure 15

Using J.P. Morgan ACCESS, the County will be able to:

- Receive balance and transaction reports, including lockbox deposits (with detail)
  - Prior-day
  - Same-day
  - Sample J.P. Morgan ACCESS Reports are available as Appendix 1
- Initiate and Monitor Account, ACH and Wire transfers (Free-form and Recurring)
  - Reusable Wire Transfer Templates
  - ACH Debit and Credit Functionality

- Initiate and Monitor Stop Payments
- Receive Bank Statements, Account Analysis Reports, and Account Reconciliation Reports
  - Bank Statements are available online for seven (7) years
  - Account Analysis Reports are available online for 13 months
- View images of paid checks
- Decision Positive Pay items using check images
  - Teller line Positive Pay
  - Payee verification
- Receive daily email notification of exceptions ("Push Notification")
- Perform client service inquiries online
- Import information (including account balances and all pertinent float information) into all common spreadsheet and database programs
- Receive Investment Reports

To view the features and functionality of J.P. Morgan ACCESS, access an online tour via the Internet at www.jpmorgan.com/visit/accesstour.

b) Identify controls available with on-line banking.

J.P. Morgan ACCESS employs a multilayered security design that protects the privacy and identity of users, and ensures data and transaction integrity. Access control, user authentication and data encryption are employed to maximize security.

- Access control — Gila County appointed security administrators will access the User Setup Forms administration service module to establish and approve end users of the various J.P. Morgan ACCESS cash management services.
- User authentication — In order to login to J.P. Morgan ACCESS, an authorized user's ID and password must be validated. Only those products to which the user has been entitled will be presented on the home page. Likewise, the user will be limited to the accounts for which he or she has the appropriate entitlements.
- Data protection — Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps to ensure confidential access and delivery of data and transaction facilities.

J.P. Morgan ACCESS is deployed with two levels of security:

1) **Single sign-on (ID and password)** for access to the J.P. Morgan ACCESS platform and product functions that do not involve the initiation of value-bearing transactions
2) **Digital signature —** Authentication for access to functions involving value-bearing transactions or security activities (e.g., wires, ACH) requires SecurID, in addition to user ID and password.

All actions taken within the portal are date/time stamped and associated to the user who performed them, providing a complete audit trail.

Chase's Information Technology control policy specifically addresses physical and environmental controls for data-center and non data-center environments. The policy establishes minimum requirements for the control of physical access to the Chase infrastructure, including computer and network systems and workstations, across all technology platforms. Compliance is audited periodically. In addition, servers are kept up-to-date with the most recent vendor software levels.

Security Administration

First, the County's Security Administrators (SAs) will establish their own security credentials (user ID, password) digital signature authority (RSA SecurID). Once established, the SAs can then create and approve additional users of accounts, services and functions using the online entitlement provisioning tool.

Dual control is enforced. One security administrator establishes users for accounts, services (ACH initiation, wire initiation, balance reporting, etc.) and functions (transaction initiation, transaction approval, release, reporting, etc.), while a different security administrator approves the users for the accounts, services and functions established by the first security administrator. A security administrator cannot request or approve product functions (e.g., cash reporting, wire initiation, etc.) for themselves unless an authorized company representative has signed a special waiver.

User Security

To log on to J.P. Morgan ACCESS, a user is required to enter his or her User ID and password, and RSA SecurID code if the user is able to perform money movement transactions. Once logged on, the user's menu of applications is limited to only displaying those to which the user is entitled.

As an added level of security, if a user leaves his/her workstation idle, a security lockout will automatically log the user off after a set period of inactivity. Users are required to change their passwords at least every 90 days.

For functions that demand an extra level of security, such as the transmission of payment instructions, two-factor authentication is provided via RSA SecurID technology. Logging on with SecurID helps safeguard against identity theft and other attempts to breach security by employing a small handheld device (the SecurID token) that dynamically generates a new six-digit security code every 60 seconds. This two-factor authentication is based on something the user knows (personal password) and something the user has (the SecurID token code). Users entitled to perform sensitive functions are required to enter their User ID, password and SecurID token code when logging on. When performing activities that require additional security, they are prompted to re-enter their password and token code to re-authenticate the user's identity.

For additional security, computer registration is required for all users. Each time a user logs on through an unrecognized computer the user is prompted to re-register the unit using an Activation Code that is delivered via an out of band channel; such as e-mail, help desk or in person by a company security administrator.

c) Can access to on-line services be provided to various sites and users?

J.P. Morgan ACCESS is available 24 hours per day, seven (7) days per week (excluding minimal maintenance periods) and is accessible using any windows-based computer with Internet capability.

There is no limit to the number of users that can access the application simultaneously. Gila County will have the flexibility of assigning multiple users to the system, while maintaining security features such as dual authorization capability and by-account access restrictions. The County will choose its own Security Administrators (SAs) who will manage internal users and access.

d) Can access to on-line services be restricted to users according to a authorization hierarchy?

Gila County will maintain the ability to create roles and issue entitlements for authorized personnel. Only those employees with proper entitlements are able to view certain information or perform certain transactions via J.P. Morgan ACCESS.

Passwords/IDs govern access to the J.P. Morgan ACCESS portal itself. The system customizes individual functionalities through product-specific entitlements that are set at the company, user and product levels. Entry to accounts is at the account level by user. Security administrators can modify user rights for the following functions:

- Transaction amount limit
- Release amount limit
- Daily amount limit
- Modification authority
- Deletion authority
- Release authority

For those functions that demand an extra level of security, two-factor authentication is provided via RSA Secured technology. This proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

9. TECHNICAL REQUIREMENTS

a) If implemented: Lockbox data must be able to be delivered electronically. Describe the method that will be used for lockbox data in a format usable by the County Treasurer on a daily basis.

Same-day lockbox information can be reported online via:

- **J.P. Morgan ACCESS** - Lockbox Summary Report and Detail Report; or
- **Receivables Edge** - An Internet-based service that will provide:
  - Information related to payments received in the County's Chase lockboxes, as well as electronic payments received via ACH or Fedwire
  - Electronic images of checks, remittance documents and envelopes.

The Summary Report provides deposit totals with a float breakdown. The Lockbox Detail Report provides item-by-item float and remittance detail as well as deposit totals.

Gila County may also elect to receive daily item-by-item detail via direct transmission to the County's internal systems.

b) Provide the methods available to provide images of deposited and paid items, including indexes.

Images of Deposits Received at the County's Lockbox

Gila County may choose from two options to receive Lockbox deposit information and associated images:

1. *Online via Receivables Edge* – An Internet-based service that provides electronic images of checks, remittance documents and envelopes
2. *Image File Transmission* - Transmission of an image file that can be imported into an in-house image system and an Internet-based online service.

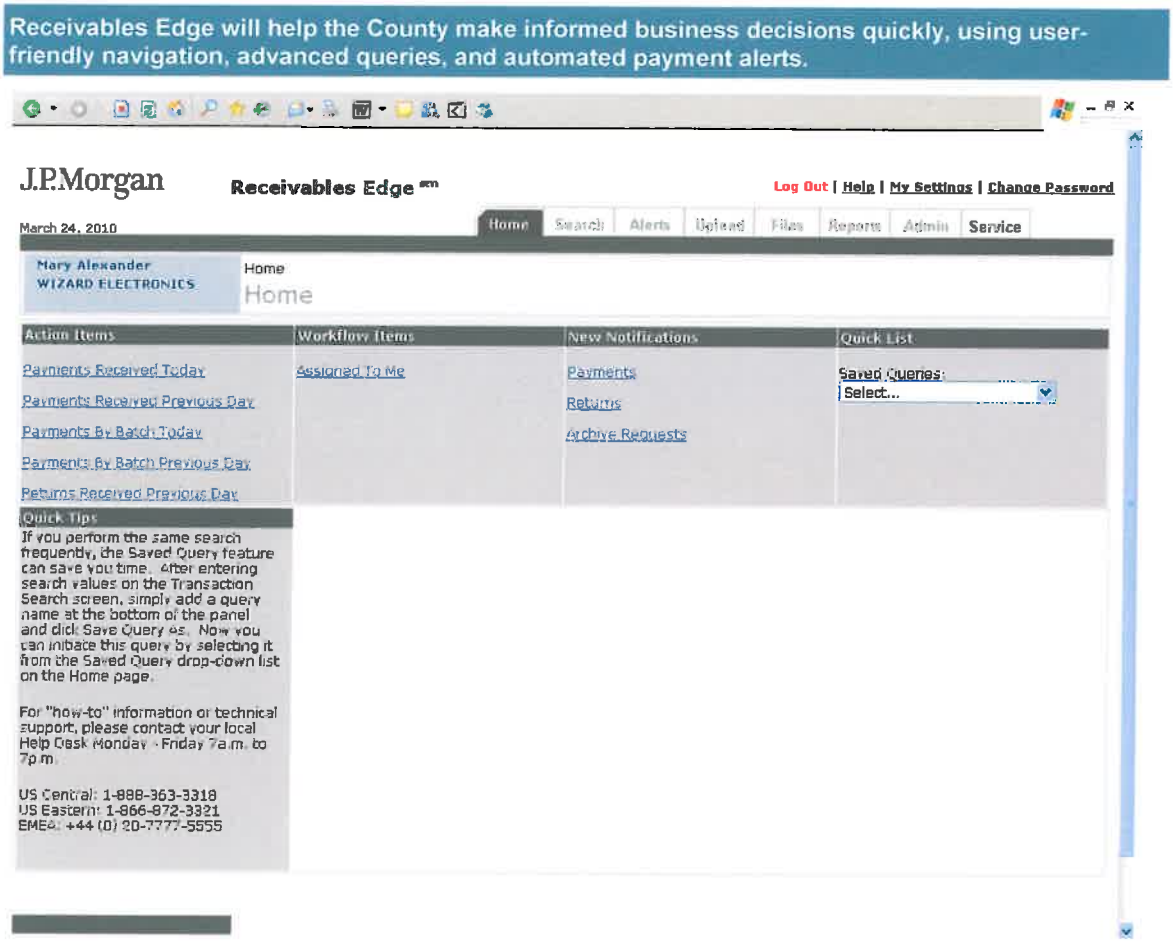


Figure 16

Receivables Edge lets you view transaction data and images that are stored on a server at Chase. Simply access the server via the Internet, using a standard Web browser.

Lockbox images will be available within a half-hour of lockbox processing completion. Electronic payments are available on a scheduled basis. Images are retained in a high-speed, online storage archive for over a month with for unlimited retrieval of check and invoice images.

For your permanent record retention needs, the County may also choose to use our long-term, 10-year archive solution or receive image delivery via direct transmission through FTP channels.

Images of the County's Paid Items

Gila County may elect to receive images of paid items in different media depending upon preference.

Chase offers:

- Online image history inquiry for seven (7) years (10 years optional)

  Results will post, giving notifications of:

  - Paid items
  - Items outstanding from the issue file

- Checks with active or revoked stop payment instructions
- Cancelations / Voids (voided)
- Items returned

- CD-ROM
- Image transmission

Online Image Retrieval

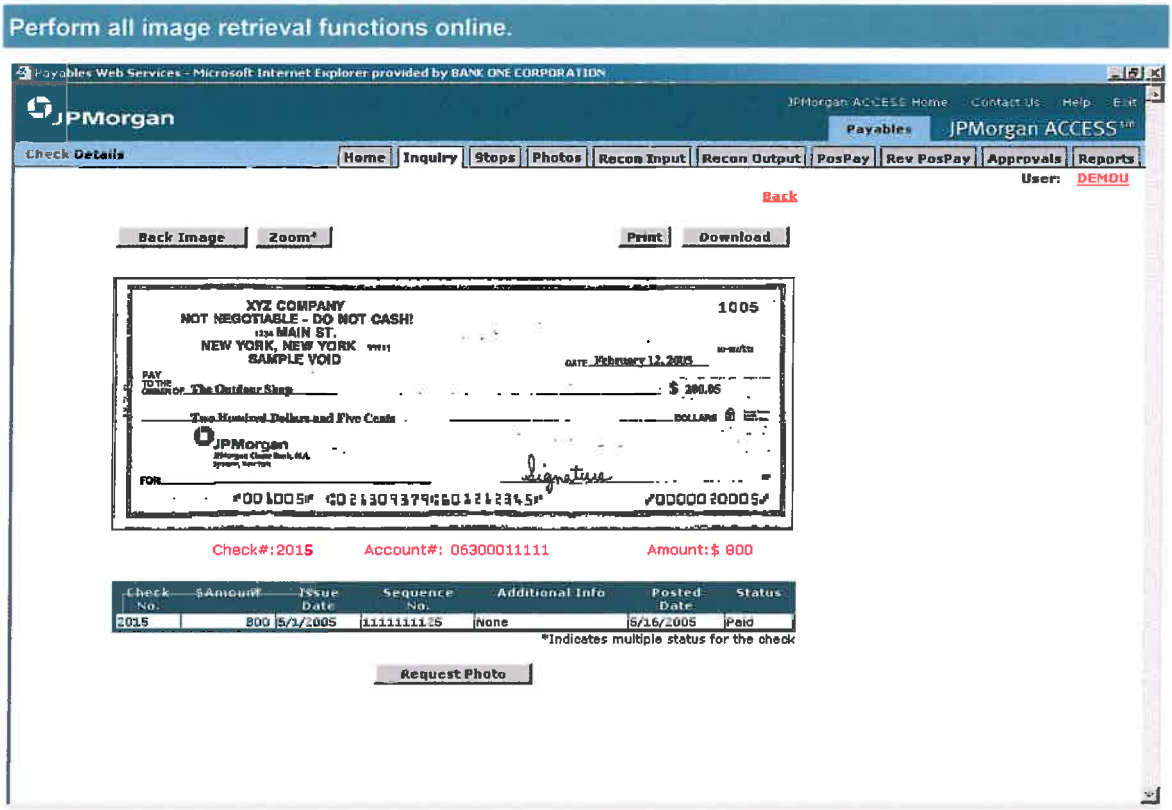


Figure 17

Check inquiry features enable authorized users to:

- Retrieve images of paid checks
- Inquire on the status of an individual or range of checks
- Place and revoke stop payments

Additionally, online functionality provides an advanced upfront check search functionality that will provide the complete status of Gila County checks. The County will be able to perform single and range-based searches by account number, check number and amount, sequence number, paid and issue date, and payee name.

Paid Check Images on CD-ROM

Chase's CD Image Viewer service is a convenient way to retrieve, sort and categorize check images. Images of the front and back of paid checks are captured, as well as reports and deposit tickets, and stored on CD-ROM for easy online access and review. CD Image Viewer provides a point-and-click interface to access reconcilement reports and bank statement information.

Use multiple levels of search criteria, such as check number, dollar amount, account number, payee name, and date (paid date or date issued), to immediately retrieve any check image on your workstation using a simple, Windows-based, point-and-click interface. CD Image Viewer also gives users the ability to print copies of images, incorporate them into word processing applications or email, or even send them as faxes directly from workstations.

CD Image Viewer provides sharp images (sharper than microfilm), image rotation, zoom capabilities and reverse video.

Chase offers different options for combining accounts and data across a single set of CD-ROMs or creating individual or separate profiles for grouping images, reports, statements and advices together. We can:

- Mail CD-ROMs on a monthly basis; or
- Compile them within the bank and then send them to the County at the end of the year or other agreed upon frequency.

Image Transmission

The County may elect to receive automated image files transmitted directly to an internal check archive.

c) Does the bank provide technical customer support for computer hardware, software and communications problems? If so, what are the hours of operation for technical support?

Gila County is encouraged to discuss any technical support issues (or other inquiries) with County's dedicated CSP, Gail Haymaker. Gail is trained in all aspects of Chase product functionality and technology and will serve as the main client interface for customer service.

Chase's main technical support line, available through our Technical Solutions Group (TSG), makes experienced agents around the globe available to assist with inquiries. TSG is available Sunday 2:00 p.m. AZ Time through Friday 6:00 p.m. AZ Time. Technical support availability for other products can be provided upon request.

d) For file transfers between the bank and County, and between the County and the bank describe acceptable file types (i.e., CSV, Tab Delimited, Fixed Length, etc.).

Please refer to Appendix 2 – Host to Host Transmission Services Client Connectivity Overview.

10. LOCKBOX SERVICES

a) Identify all costs associated with your lockbox services including returned items.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Where is your lockbox service provider located?

Chase recommends our Arizona-based facility in Phoenix, AZ.

c) Identify the relationship of your lockbox service provider.

Chase owns and operates our lockbox facility in Phoenix, AZ.

d) Identify key staff responsible for our account and their qualifications.

Gila County will be supported by a local relationship team comprised of experienced professionals committed to understanding your business, attentively listening to valuable feedback, and proactively providing targeted ideas to energize the County's financial operations.

The County's Chase Relationship Team, is described fully in section 15, entitled "Personnel and Customer Service", specifically under subsection b.

Experienced Lockbox Personnel

Our Phoenix lockbox facility is managed by a small, experienced group.

Retail Site	Number of Employees	Average Experience
Phoenix	4	10 years

This group's size offers the opportunity for closer client relationships without sacrificing the ability to handle impressive volumes.

Regional Retail Site	Average Monthly Items	Average Monthly Dollars Processed	# of Active Boxes	Average # of Clients
Phoenix	220,155	$333,927	34	29

e) Identify the technical specifications required for wholesale processing.

Please refer to Appendix 3 – Envelope and Scannable Document Specifications.

f) Describe your lockbox process and procedures.

Chase uses state-of-the-art automation to achieve highly efficient and high-quality lockbox processing. Our lockbox sites maintain complete online processing profiles for each account, including client contact information, mailing addresses, depository account number, required data capture fields, processing deadlines and special handling requirements.

We use a task approach for lockbox processing. Each individual is assigned specific lockbox tasks (e.g., mail extraction, transport operation, data entry, quality control, transmissions) and is trained in the unique processing requirements for those tasks. This approach helps ensure that the team consistently delivers high quality by providing processing continuity and establishing ownership of the specific process.

Each lockbox processor undergoes extensive training on his or her primary function and is cross-trained and tested prior to working on any of our process tasks. This quality-focused training program helps ensure that each new processor can consistently meet our high standards of quality processing.

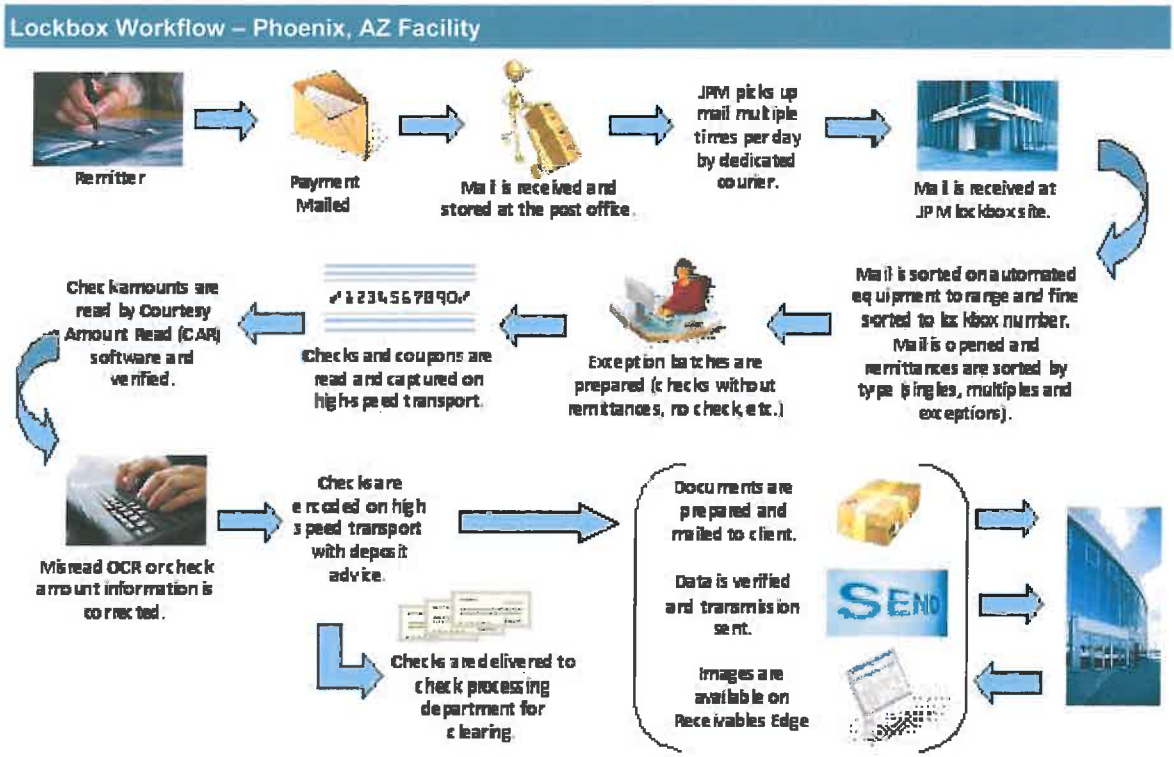


Figure 18

Lockbox processing follows the steps:

- The incoming mail is sorted by the post office.
- The mail is reviewed again to help ensure mail sorting accuracy.
- Each envelope is opened, using OPEX automated equipment, and the contents are extracted, batch prepped and made ready for subsequent processing.
- Checks are sorted according to client instructions (multiples, balanced, etc.).
- Envelopes are discarded or set aside for return to the client based on client requirements.
- Correspondence and nonprocessable items are out-sorted. Remittance invoices/envelopes, out-sorted correspondence and nonprocessable items are set aside.
- The payments are processed on high-speed check transport equipment. Checks are endorsed, encoded and audit trail information is printed on both the check and the invoice.
- Each processed batch is balanced and any discrepancies resolved.
- A DDA deposit ticket is completed with the check total. The number of checks and nonprocessed items and correspondence is noted on the deposit ticket.
- The deposit ticket and checks are forwarded to the Item Processing department for further processing as outgoing collection items.
- Remittance advices, correspondence, nonprocessables and detailed reports are packaged.
- The outgoing package is reviewed for accuracy and completeness and is then forwarded to the client according to their instructions.
- Quality checks are performed on check and document images prior to transmitting image file either directly to the client or to our Internet image service, Receivables Edge.

- Quality control steps are inherent at each step in our processing to help ensure that your requirements are adhered to and that quality standards are met. Daily quality measures include:
- Second review of sorted mail is made to ensure accuracy in the sort process.
- Prior to sealing the outgoing envelopes, a second review is made to verify that all processed batches, reports and any other relevant information is included.
- All outgoing packages are logged within the lockbox department.
- Batches and transactions are balanced to ensure accuracy.

i. Identify the controls in place to ensure accurate processing per customer specifications.

Each processor is trained on the specific instructions pertaining to each lockbox. Checkpoints are in place at the end of each processing stage to verify completeness and accuracy. A supervisor is responsible for tracking and resolving any errors, as well as the counseling and/or retraining of the processor. Chase maintains a high level of processing accuracy that meets and/or exceeds the standards set forth by BAI.

We have extensive controls in place to assist with potential error detection. Errors detected in the quality checkpoint review steps are immediately corrected, and supervisors perform employee counseling and appropriate retraining.

ii. Describe any priority handling of items.

Our 24-hour-a-day, seven-day-a-week operation uses U.S. Postal Service boxes, extensive mail sorting schedules, multiple check deliveries and check processing procedures that guarantee priority treatment of each account.

Priority handling is determined by client profile and reporting and deadline requirements and is a negotiable lockbox feature. Special procedures are in place for large-dollar deposits to help ensure that clients, similar to the County, receive optimal funds availability.

iii. Describe the methods to assure validity of data.

Files requiring MICR data are automatically captured and generated by the lockbox processing system. This system performs edits, including check digit verification routines. If additional data fields are required, edits and validation of fields are performed as required to help ensure the quality of the information. Additionally, we use job control language (JCL) and other authentication procedures to help ensure the integrity and accuracy of the entire transmission process.

iv. Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?

Chase has the capability to perform data capture at various stages in the lockbox process. This allows flexibility in check processing delivery. Usually, checks are released to the check processing area prior to data entry to expedite the collection process. If multiple check balancing and/or invoices are required, data entry will be performed prior to the release of the checks.

Checks are released to the check processing area prior to data entry to expedite the collection process. If multiple check balancing and/or invoices are required, data entry will be performed using image copies of the checks.

v. *What back-up arrangements exist should the system fail?*

Backup arrangements in the case of automated system failure are based on business continuity and disaster recovery plans in effect for each site. Highlights include:

- Diversion of incoming work to the nearest operational facility in the event of a major catastrophic failure
- Duplicate account profiles that are created and maintained as part of our account setup procedures
- Redundant components applied in the system to minimize the impact of device failure

vi. *Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event transmission is not successful.*

After data file creation, record counts and dollar amounts are balanced prior to the transmission initiation. Chase's sophisticated software continually monitors transmissions to detect any errors. These errors are reviewed to determine the source and appropriate resolution steps are initiated. At the successful completion of a transmission, an acknowledgment is generated.

Typically, file formats containing batch total records and end-of-file total records are used. The receiver can perform edits of the transmitted data prior to uploading to internal systems. This helps ensure that the received data is complete and is ready for further processing.

vii. *Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.*

All couriers delivering remittance mail are directed to a centralized location within each of our processing facilities. Upon arrival, the delivery forms are signed and entered into a log, and the packages are delivered to the lockbox processing area.

All courier packages delivered prior to 12:00 p.m. local time are processed for same-day deposit, assuming that your earliest final reporting time (e.g., data file delivery or final deposit total) is no earlier than 4:00 p.m. local time. If there are specific instructions to provide data transmissions or if final deposit information is requested prior to 12:00 p.m. local time, we will hold mail received after the deadline until the next business day.

viii. *How will your processing, procedures and/or timelines change with our extreme peak demands for services?*

Staff hours and staffing levels are determined by the availability of mail, peak mail volumes, historical data, and staff forecast models. Regular and part-time employees augment the sorting process when necessary. Our contingency plan calls for incoming mail to be delivered to an alternate location with continued manual sorting.

We continually monitor the volume processed through the lockbox department and use forecasting models to ensure appropriate staff levels. Additionally, we encourage our clients to notify us of expected volume increases higher than 10 percent of normal volume.

g) *Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after normal deposit cut-off times are posted as same day)?*

Our cutoff time for same-day ledger credit is 4:00 p.m. local time at the lockbox processing site.

All payments will be processed and deposited on the same ledger day as received unless the County requires an early cutoff time to meet reporting or delivery requirements.

Packages received from overnight couriers will be processed on a best-efforts basis when the County's major event time, such as final deposit reporting or final transmission time, conflicts with having adequate time to both receive and process the content of these packages. Items not included in the current day's deposit will be part of the first deposit of the next day.

h) Do you have the ability to stop and start services without added fees?

In the event that Gila County elects to stop or restart services once implemented, the County would coordinate this instruction in writing with your designated Client Service Professional, Gail Haymaker. Gail would then alert lockbox operations to change the County's processing instructions. For example, the County may instruct Chase to forward all lockbox mail received to the County unprocessed.

Chase would continue to charge the basic monthly lockbox maintenance fee between processing periods to be able to retain the County's dedicated lockbox number for future resumption of processing.

11. LINE-OF CREDIT AND REGISTERED WARRANTS

a) Identify all costs associated with line of credit activity.

There is no cost to the Borrower to establish and maintain a Line of Credit, other than the negotiated borrowing rate or interest expense incurred when the Line is drawn upon (interest rate not to exceed the Limits established by A.R.S. 11-601.01). Borrowing rates will be negotiated at the time the credit agreement is established with Chase.

b) Provide a sample copy of the line of credit agreements.

As the County's current Servicing Bank, the County Treasurer's Office has access to Chase Bank's Warrant Lines of Credit documents. The Bank will likely modify the current document format and processes in an effort to streamline the amount of paper work associated with the County's individual Credit Lines.

c) Will the bank purchase registered warrants?

Without knowing the actual circumstances or events that would require the Gila County Treasurer's Office to Register Warrants on behalf of a political subdivision operating within the County, it's difficult to provide a precise answer to this question. Chase Bank prefers to re-evaluate the credit worthiness of the underlying political subdivision and consider an increase to their Warrant Line of Credit, to avoid the operational handling and processing of a Registered Warrant. In either event, the aggregate borrowing capacity of the individual political subdivision cannot exceed the established statutory limitations.

d) If so, identify all costs associated with registered warrant activity.

Please refer to response in question 11.a above.

e) Will the bank require each entity to have a separate line of credit?

If Gila County prefers, Chase is able to provide a single line of credit to the County.

Otherwise, Chase will provide separate lines of credit for the County, along with each political subdivision requesting a line of credit, provided that the entities are able to meet reasonable standards of creditworthiness, as determined by the Bank.

The following information will be required annually:

- Current Budget
- Audited Financial Statement

In the event Gila County's credit line is exceeded, Chase will work with the County to process the registered warrants in a manner that complies with A.R.S. 11-645.

f) What is the turnaround time to increase a line of credit?

A typical line of credit increase can be accomplished in 48 hours. Under unique circumstances, same day credit limit increases may be available. Chase must be given the appropriate financial information for the County or other County special entity. An entity requesting a line of credit increase must have a record evidencing a reasonable standard of creditworthiness, as determined by the Bank.

12. COMPENSATION

a) Identify the rate the bank will use for compensation of bank fees based on account balances.

The rate that the Bank uses to calculate the compensation value of the balances is termed the Earnings Credit Rate (ECR). ECR is set by J.P. Morgan Treasury Market and Management and is based on prevailing market and competitive rate conditions.

b) Identify the method of calculating bank compensation, i.e. earnings credits.

Earnings Credit Rate (ECR) is used to calculate the value of balances that can be used to offset service fees for the analysis period.

Chase uses the following formula to calculate the earnings credit allowance:

$$\text{Earnings Credit} = \frac{\text{(Average Balance * ECR * Actual Days in Month)}}{\text{Actual Days in Year}}$$

c) Identify the settle terms, if earnings credits are insufficient.

Chase can assess charges via fees or balance-based compensation. There is no difference in unit prices based on method of compensation. The County may choose to leave balances in the accounts and receive earnings credit to offset service charges. When the level of balances does not fully cover the fee total, the County will be charged for the difference.

d) Identify any charges that would NOT be covered by account balance compensation.

Merchant card and commercial card services fees are not able to be placed on analysis and covered by balances. Similarly, there are certain trust, loan, and securities processing services that may be ineligible for handling through analysis.

e) If the county elects to pay for banking fees in cash, identify any variation in terms offered.

Chase accepts compensation in fees, balances or a combination of the two. There is no difference in unit prices based on method of compensation

- **Fee Compensation**: Clients can generally earn higher rates on investments than banks can pay in earnings credit. If Gila County chooses the fee compensation plan, the County will manage accounts to minimize collected balances and will not use balances to offset any service charges. The total service charge will be debited from the designated accounts.

Balance Compensation: The County may choose to leave balances in Chase accounts to offset service charges. Accounts will earn service credits (Earning Credit Allowance), a soft-dollar credit based on account balances. If the average balances support the activity, then the earnings credit allowance will offset service charges. When balances are not sufficient to support activity, the difference will be charged to the County by direct debit to the account or, in certain cases, invoice.

13. FRAUD PREVENTION

a) Identify any fraud prevention and detection services you offer.

Using sophisticated technology, Chase is able to offer a multithread approach to fraud detection and mitigation.

- **Positive Pay:** Each day that checks are issued, Gila County will electronically transmit details of all issued items against the County's business checking and controlled disbursement accounts. Chase will process the daily checks-presented information against the County's input file and generate an exception report (on a next-day basis), identifying all items that are paid with mismatched or no issue information on file.
- **Payee Name Verification (PNV):** PNV reduces the risk of fraud due to payee line alterations by automatically matching the payee name on the issue file to the check presented. Items that do not match are sent for review by Chase operators. These exception items will then be sent to the County for final decisioning. Exceptions will be available online and will include check images for simplified decisioning.
- **Teller Line Positive Pay:** Provides protection before encashment at the teller line in Chase branches nationwide. This service now includes payee name verification at the teller line for maximum protection. Issued check data is updated on the Bank's teller system within one hour.
- **"Push" Technology:** Daily e-mail notification of any exception items online, leaving the County free to manage other business activities. Each business day, Chase will notify Gila County by 9:00 a.m. AZ Time whether or not there are any exception items requiring review. If there are any exception items, a pay/return decision from the County must be received by 2:00 p.m. AZ Time that same day.
- **Post No Checks:** Blocks paper/check transactions drawn on that specific account from posting to the County's depository or electronic-only payment account(s).
- **ACH Debit Block:** Protects against unauthorized ACH debit transactions from posting to the County's accounts. ACH Debit Block provides a means of returning unauthorized ACH debits

in a timely manner, helping to reduce efforts in reconciling and investigating debit transactions.

- **ACH Transaction Review:** An enhancement to Chase's ACH Debit Block, ACH Transaction Review provides an online interface to set filter criteria, view items that do not meet filter criteria, and make pay or return decisions on reported ACH exceptions.

Additional Fraud Prevention Tools:

- ASI-16 fraud detection software: a fraud detection filter that examines daily check transactions, comparing them to the individual's check writing history through a predefined set of bank parameters.
- Teller system alerts: Chase may mark an account with a caution/surveillance restraint as an interim step to protect against additional losses while account closing is pending.
- Large-dollar check review: This offers a review of items above a specified dollar threshold to detect fraudulent signatures.
- Thumbprint: Tellers require non-Chase clients to present multiple forms of identification and a thumbprint when cashing checks.
- Loss Avoidance Warehouse (LAW) system: This system tracks and reports deposit account-related losses.
- Proprietary transaction monitoring systems
- Participation in industry-wide exchanges
- Enhanced check cashing procedures, including two new fraud prevention tools that will help protect your account(s):
- Check cashing indicator
- Maximum per check amount

*Note: These services only apply to checks drawn on Chase that are presented by non-Chase account holders in our branches.

b) Identify any fraud prevention and detection services you require of your customers, such as positive pay.

File transmissions must be encrypted and/or authenticated, depending on the application. This is done at the transaction or batch level. If a violated transmission arrives at the Bank, an operator will contact the County by phone to request re-transmission.

All message authentication measures and products must conform to approved American National Standards Institute (ANSI) standards. Key management process must be employed and must conform to approve American National Standards Institute (ANSI) standards.

To reduce the risk of unauthorized or fraudulent transmission of payment instructions, Chase requires that authentication be employed on all value-bearing transactions electronically transmitted to the Bank. Encryption will be implemented based on the County's request.

Authentication is mandatory regardless of which avenue the County uses to deliver payment files.

Positive Pay and other Controlled Disbursement Services

Controlled disbursement services, including Positive Pay, are optional services and not necessarily required. Gila County will have the opportunity to peruse Chase's controlled disbursement suite and choose the services that best fit the County's needs.

Chase's Positive Pay – An Effective Weapon against Check Fraud

Use Positive Pay to monitor and control checks presented against Gila County accounts so that only authorized items are paid.

Gila County will benefit from one of the most complete Positive Pay solutions in the industry - one that examines and addresses each component of the check presentment process.

- *Payment Verification* – Protection against altered, counterfeit or unauthorized checks. Only those items listed by the County will be paid
- *"Push" Technology* – Daily notification of any exception items are provided online, leaving the County free to manage other business activities

Daily e-mail notices include images of exception items.

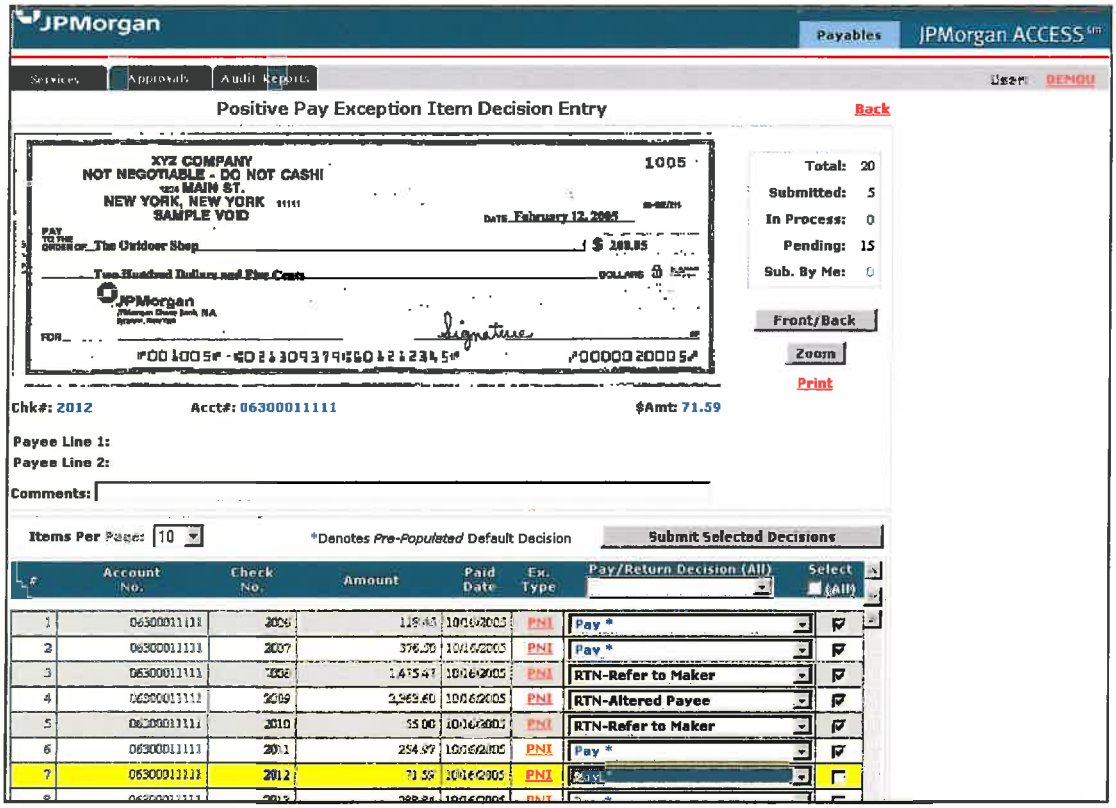


Figure 19

- *Payee Name Verification* - Reduces the risk of payee line alterations
- *Teller line Positive Pay* - Protection before encashment at the teller line
  - Within one hour of receipt of Gila County's issue file, we will update teller line systems. When a check is presented for payment at a Chase teller window, the teller system will determine the validity of the check issue prior to payment. Items not found as matching open entries on the issue file will be denied encashment.

Chase will uncover any payments that do not match your issue file and flag them as exceptions. Each morning, exception items will be available online for the County's pay or return decision.

Gila County will transmit items issued against a disbursement account to Chase electronically, via the Internet or direct transmission. Check issuance data may be sent throughout the day and as

often as necessary. For same day effectiveness, the County's check issuance data must be received by 8:45 p.m. AZ Time for direct transmission or by 8:00 p.m. AZ Time for online entry.

Chase will process the daily checks paid information against the County's input file and generate an exception report identifying all items that are either paid without issue or fail to match the information included in the issue file.

c) Do you offer positive pay on payee?

Chase was one of the first banks to offer Payee Verification. A critical enhancement to traditional Positive Pay, as payee fraud is on the rise, Chase's Payee Verification interrogates up to 100 character payee names. Our Teller Line Positive Pay service also includes payee verification.

Payee Verification as a Process

A Payee Verification client, such as Gila County, is first matched in Positive Pay.

While traditional Positive Pay matches check MICR information check to the issue file, Payee Verification verifies payee name as compared to the payee information from the issue file.

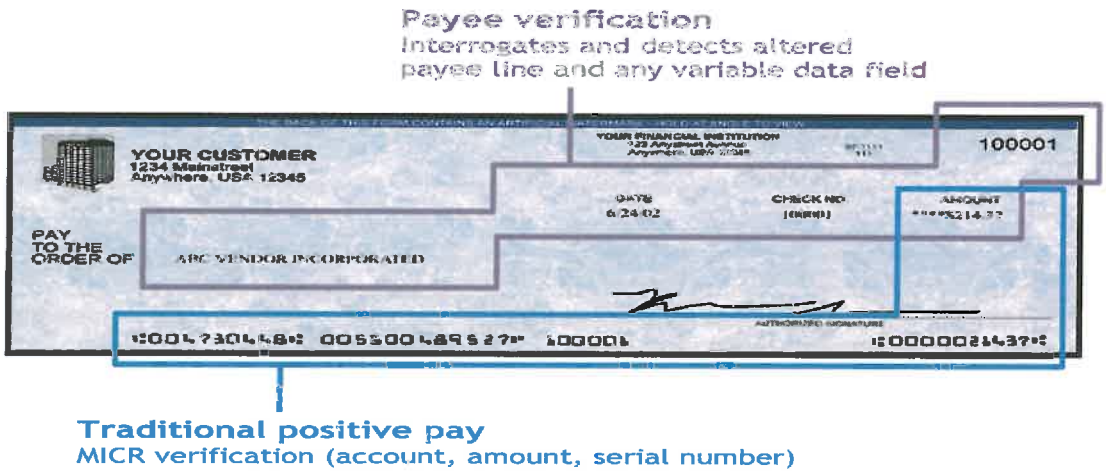


Figure 20

Next, Payee Verification looks at the items with digital interrogation, matching the payee name on the issue file to each check presented.

Items that do not match are sent to a Chase operator for manual review. (Accept or Reject.)

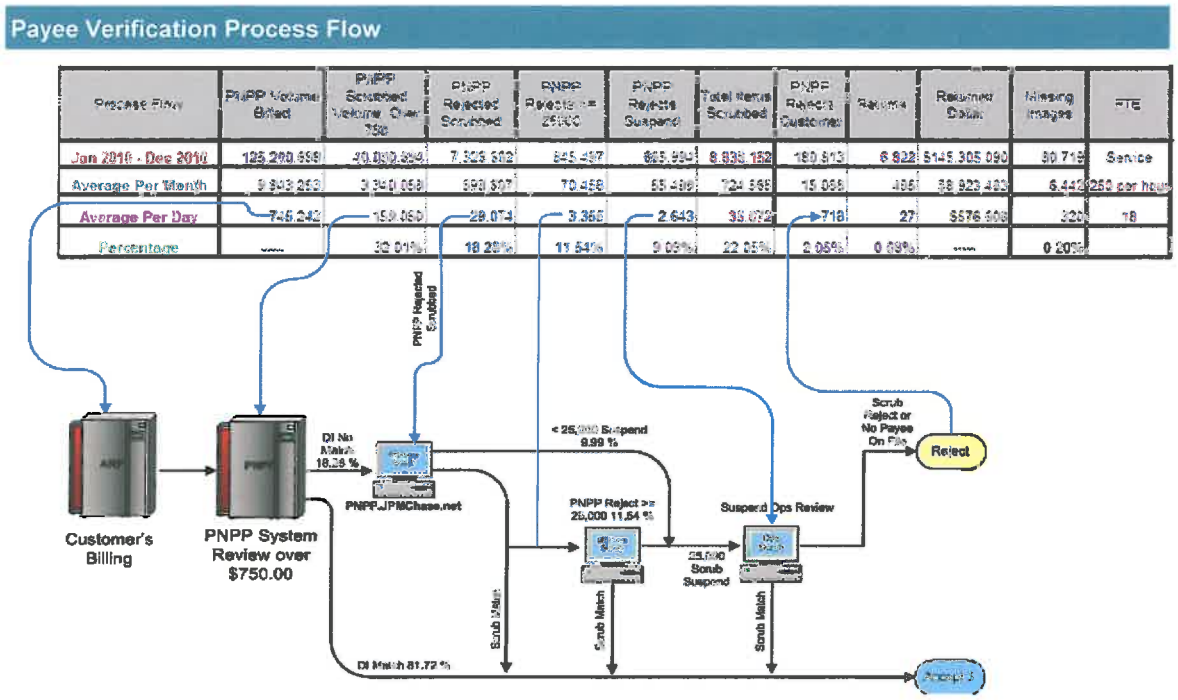


Figure 21

Gila County will be able to review any check images of any exceptions rejected by the operator using Chase's web-based disbursements application, Payables Web Services (PWS). PWS is accessible using the J.P. Morgan ACCESS portal.

d) What protection do you offer if a warrant is rejected for payment under a positive pay program?

Chase provides standard service terms for Treasury Service clients regarding specific product offerings, including Positive Pay. Please refer to Appendix 4 – Required Service Agreements.

If a warrant is rejected for payment under a positive pay service, Chase will notify the County the morning after the item is presented by 10:00 a.m. local time or 11:00 a.m. local time if the account utilizes payee name for review and a pay or return decision. If no decision is received by the bank by 4:00 p.m. local time, the bank will use the County's preset default to pay or return the item(s).

e) Under what conditions will you accept financial burden for fraudulent checks and warrants paid from any Gila County funds under the custody of the Gila County Treasurer or any other accounts under this agreement?

J.P. Morgan offers services reasonably designed to detect check fraud and if the customer fails to utilize such services, the Bank will not be responsible for any loss due to check fraud that could have been detected and prevented in using such services. The customer provides the Bank with their item issuance information at the time they are issued/mailed and this information is compared with the items at the time they are presented to the Bank for payment. If there is a match, the item is paid; and, if it does not match, the customer is given the opportunity to decision the item within the specified time period.

14. CHECK 21 COMPLIANCE AND OFFERED SERVICES

a) Identify any new products or services that are expected to be offered and the anticipated timeline as a result of Checks 21 legislation.

Electronic Check Presentment (ECP), a process in which the forward presentment of check information captured from the MICR line at the collecting institution (bank of first deposit) is transmitted electronically to the paying institution with paper to follow, was discontinued with the adoption of Check 21 and image exchange.

Chase remains an industry leader in facilitating the transition from paper to image adoption. We currently send and receive images. Chase exchanges images through Endpoint, the Fed, Fidelity, NCHA, SVPCo, Viewpointe and via direct sends to other financial institutions. We clear 99% of deposited checks via image exchange to approximately 24,000 endpoints.

15. PERSONNEL AND CUSTOMER SERVICE

b) Identify personnel responsible for our account and provide their qualifications.

Part of our commitment to Gila County is having the appropriate individuals assigned to the County's relationship team. Gila County will be supported by a local relationship team comprised of experienced professionals committed to understanding your business, attentively listening to valuable feedback, and proactively providing targeted ideas to energize the County's financial operations.

Gila County's Relationship Team, courtesy of Chase

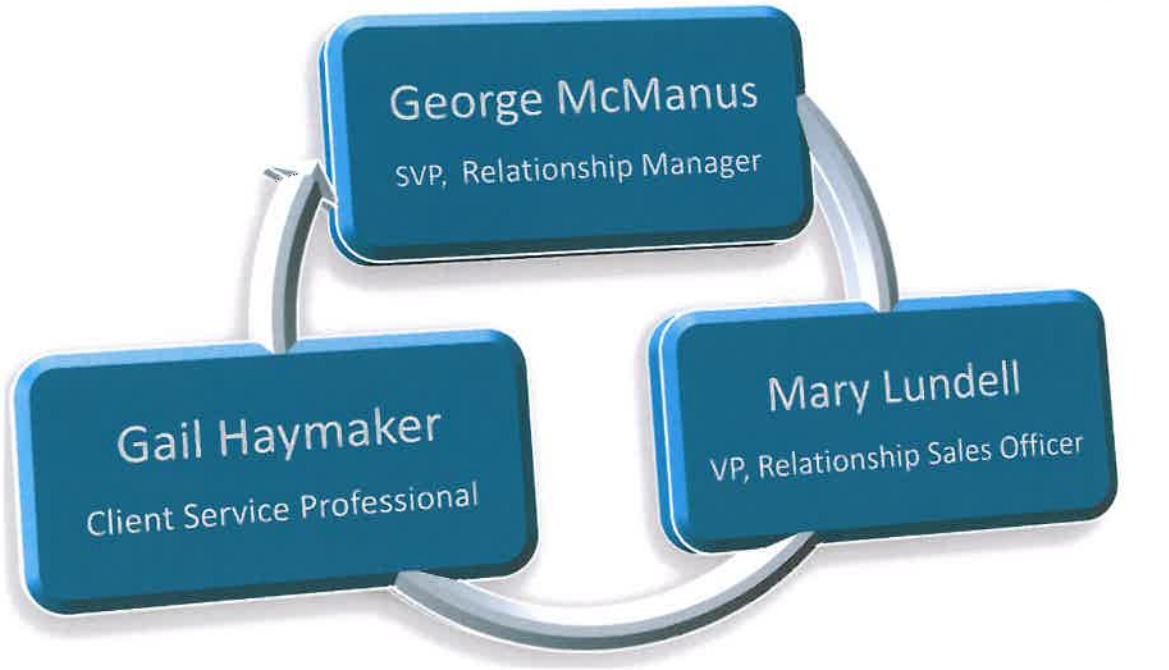


Figure 22

George McManus will be the County's Relationship Manager and Banker. George is authorized to negotiate contract terms and render binding decisions.

Relationship Manager (RM)	
Name, Title	George McManus, Banker Senior - GNPH
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	1-602-221-2179
Fax Number	1-602-221-1075
e-mail address	george.w.mcmanus@chase.com
Work History	
2008 – Present	*J.P. Morgan Chase, Senior Vice President, Arizona Government Banking* Senior Banker in the Phoenix Commercial Bank's GNPH industry segment. Manages an account portfolio consisting of local Counties, Cities/Towns, and School Districts. Working with clients to enhance existing banking services contracts, explore new treasury management applications, develop municipal lending opportunities, and provide liquidity solutions.
2006 – 2008	*BBVA Compass Bank (Phoenix, AZ) - Vice President, Deposit Services Manager* Deposit Services Manager for the Bank's Phoenix Commercial Real Estate group. Developed banking relationships with Title Insurance Companies, local property management firms, and commercial property developers.
2002 – 2006	*M&I Bank (Phoenix, AZ) - Vice President, Specialty Market Manager* Specialty Market Banker focused-on developing wholesale deposits and treasury management opportunities in Phoenix.
2000 – 2002	*Bank of America (Los Angeles, CA), Vice President , Government Banking* Managed the banking services contracts and relationships for a number of Governmental entities in Southern California, including both counties and local municipalities.
1990 – 2000	*Bank of America (Phoenix, AZ) Vice President, Commercial Banking* Managed a wide-variety of Governmental banking relationships (Federal, State, Counties, and Cities), local financial institutions, and national Title Insurance

Relationship Manager (RM)	
Name, Title	George McManus, Banker Senior - GNPH
	companies. Obtained a Certified Cash Manager designation.
Education	
George holds a Bachelors of Science degree in Business Administration from the University of Phoenix.	

Senior Treasury Services Manager, Mary Lundell, will lead the Treasury Services Team. Mary will collaborate with the County to maintain the most efficient treasury services structure, communicating best practices and relevant enhancements to our products and services to the County on an ongoing basis.

Senior Treasury Services Manager	
Name, Title	Mary Lundell, Vice President
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	1-602-221-2644
Fax Number	1-602-221-1682
e-mail address	mary.j.lundell@jpmchase.com
Work History	
2010 – Present	*J.P. Morgan, VP, Treasury Services – Senior Treasury Services Manager* Responsible for Treasury Services sales and solutions for Public Sector clients and prospects in AZ, NM, and NV.
1994 - 2010	*Bank One, FVP, J.P. Morgan, VP, Treasury Services – Senior Treasury Services Manager* Covered a variety of public sector, health care, and large corporate industries for Global Treasury Services (GTS) as Treasury Services Relationship Manager. Served on Bank's product design and development committees for the Bank's platform merger and TS product consolidation.
1982-1994	*Security Pacific National Bank/Bank of America, VP, Cash Management Department - Senior Cash Management Sales Manager* Responsibilities encompassed all facets of Treasury Services from product design and development of bank processing systems, platforms and treasury products, to strategic execution of the full delivery and support model for the Bank's cash management

Senior Treasury Services Manager	
Name, Title	Mary Lundell, Vice President
	products Managed the Cash Management team for Corporate Banking. Float Manager for the Bank's national clearings network and back office warrant processing for State of Arizona.
1980-1982	*ASU Center for Executive Development – Administrator for Executive Training Programs in the College of Business* Partnered with professors in the College of Business to conduct various accredited executive development training programs.
Education	
ASU, College of Business, Major: Business Administration/Information Technology FINRA* Series 7 and 63 licenses (presently dormant) *Financial Industry Regulatory Authority	

Gila County will be supported, on a daily basis, by our dedicated client service group. Client Service Professional (CSP), Gail Haymaker, will maintain daily service responsibility, serving as the County's primary contact for customer service inquiries.

Client Service Professional (CSP)	
Name, Title	Gail Haymaker
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	602-221-1383
Fax Number	866-924-9678
e-mail address	gail.l.haymaker@chase.com
Gail Haymaker is a Senior Client Service Professional (CSP) and has been with Chase for nine (9) years. As Gila County's dedicated Client Service Professional (CSP), Gail will maintain an in-depth understanding of the County's daily operating processes in order to respond to the County's inquiries in a timely manner and address any issues that may arise.	

c) *Indicate the organizational structure*

Gila County will be supported, on a daily basis, by our dedicated client service group. Chase uses a cross-product support approach to customer service. If your CSP is unable to resolve issues at the initial point of contact, she will engage the appropriate Chase department(s) on your behalf. Gail will consult with product and operations experts, as needed, to deliver appropriate and timely

resolutions with respect to the County's requests, while our Operations experts are responsible for managing research functions for investigation requests.

16. *CREDIT CARD PROCESSING (MERCHANT) SERVICES*

a) Do you have the ability to identify transactions by Gila County Department?

Each department would be set-up with its own unique merchant number. This would allow transactions to be identified by department.

b) Identify all cost associated with credit card processing.

We would welcome the opportunity to discuss the County's payment processing needs and create a customized technology and pricing solution to optimize service. We would also be happy to provide, for your review, a form payment instrument processing agreement. This agreement will outline the basis for delivery of processing services by Chase Paymentech, including terms required by payment brands, in addition to internal corporate and credit policies.

17. *CREDIT CARD PROCUREMENT SERVICES E-COMMERCE SERVICES*

a) Identify all costs associated with credit card processing for procurement of goods and services for small purchases (Less than $5,000.00).

Chase bank will continue to provide the County with our Purchasing Card program at no cost. Any additional costs would be incurred for any customization such as a new card design.

b) Describe your credit card procurement process.

Purchasing Card

Gila County can continue to utilize the bank's Purchasing Card which provides a streamlined means for organizations to authorize, track, pay, and reconcile many of the small-dollar purchases that usually require manual purchase orders, as well as higher-dollar items like capital purchases, utility payments, and temporary labor expenses. Our purchasing card program offers significant benefits, such as improving cycle times and reducing—if not eliminating—certain expenses and tasks related to the procurement process (e.g., invoice processing and check payments). Combined with enhanced reporting and processing efficiencies, our purchasing cards are becoming the payment method of choice for progressive organizations worldwide.

Importantly, the Chase solution can be customized to deliver all the information your organization needs to monitor and control employee expenditures, boost departmental efficiency, and maximize the State's profitability. Advantages of the Chase Purchasing Card include:

- Visa- or MasterCard-branded cards, which afford greater merchant acceptance than American Express
- Enhanced data capture, including line-item detail
- Daily online reporting and Query Wizard tools
- Online, real-time account maintenance
- Comprehensive spend controls to help prevent fraud and employee misuse
- Convenient payment options, including electronic bill presentment and payment
- Expert management and implementation support team specifically assigned to your program

- 24-hour customer service completely dedicated to the commercial card product
- No-fee central liability waiver protection

Additional benefits include the following:

- **Personalized product consultation** – Chase provides strong product consultation, which differentiates us from our competitors, in the areas of management reporting, sales/use tax, cost allocation, and program implementation.
- **Strong client relations team with relationship focus** – The County will continue to be supported by experienced program coordinators and implementation specialists to ensure that your programs are optimally effective.
- **Regular client conferences** – Chase holds annual meetings to provide an opportunity for clients to learn about best practices from us and from other users.
- **Complete product/service package** – Chase offers the full spectrum of cash management products, including purchasing cards and ACH, wire, and EDI solutions. By effectively using all these products, your organization gains the benefit of having one provider for all cash management needs.

c) Describe your rebate program.

The County can continue to utilize the City of Tucson Consortium rebate program. Please see Appendix 5 for information regarding the program.

d) Provide your rebate rate schedule.

Please see Appendix 5

e) Provide sample reports.

Please see Appendix 5 for sample reports of our PaymentNet reporting system.

18. E-COMMERCE SERVICES

a) Describe your products available to allow Gila County to offer E-Commerce to its citizens.

Use Chase's Pay Connexion as an efficient and secure E-Commerce solution for County constituents. An end-to-end solution, Pay Connexion serves as a "hosted" system for processing credit card, debit card, and electronic check payments originated by payers via the Internet. Pay Connexion is PCI compliant and the site is compliant with Section 508 of the Americans with Disabilities Act (ADA). Additionally, **Pay Connexion's Convenience Fee Model makes the solution available to Gila County constituents at no cost to the County**.

As a modular solution, Pay Connexion offers modules to extend the Pay Connexion functionality to additional payment channels, including Interactive Voice Response Unit (IVR) and live customer service representative (by phone) payment channels.

A shared database keeps a holistic consolidated view of the payer, regardless of how they choose to make payments.

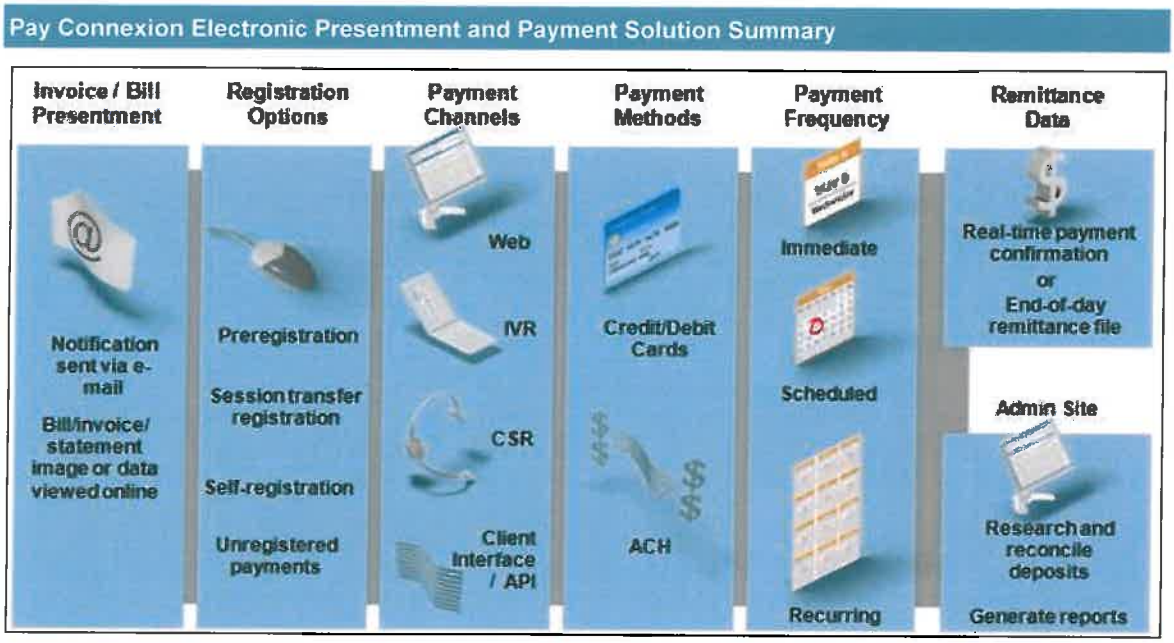


Figure 23

Pay Connexion offers the option for Gila County to host the payment channel through Pay Connexion's gateway. Pay Connexion's gateway will allow the County to host payment channels and send payment data through Pay Connexion's API/Web Services.

Pay Connexion also supports the real-time authorization and batch settlement of credit and debit card transactions.

Pay Connexion Overview

A secure, multi-lingual, highly-available, fully-bank-hosted, PCI-DSS compliant multi-channel e-payment platform, Pay Connexion supports credit and debit card, as well as ACH/e-check payment methods. Because Pay Connexion is feature-rich and highly configurable, it can support the County's payment needs now and as they evolve in the future. The custom and dedicated Pay Connexion platform and functionality will provide payers with highly demanded features:

- Multi-lingual Web and automated phone payment channels
- Instant credit card authorization with Visa, MasterCard, and Discover cards
- ACH debit transactions that are processed through a separate clearing network in a batch process, per NACHA guidelines.
- Immediate and recurring payments
- Unregistered and self-registered payments
- Reliable and efficient merchant processing and settlement
- Administrative web site with research, inquiry, and reporting
- Secure PCI-DSS compliance
- Highly available and secure platform with primary and secondary data centers

Convenience Fees – A "No Cost" Alternative for the County

Our convenience fee solution will advance Gila County's ability to efficiently and accurately collect and process electronic payments, manage financial information, improve workflow and more - all at no cost to the County.

Pay Connexion supports many convenience fee structures, such as percentage, tiered, or flat fee. With a convenience fee model, a fee is passed on to the payer using the e-Payment application.

Option 1 - One convenience fee option is a no-cost convenience fee model, where the County pays no fees. Chase collects a convenience fee from the payer. Chase pays all fees associated with the transaction, including interchange, dues, assessments, and merchant processing fees. In this model, the biller does not pay implementation, hosting, or per transaction fees.

Option 2 - Alternatively, the convenience fee can be collected by Gila County and used an as additional source of revenue for the County to pay for Pay Connexion setup, hosting, and transaction costs.

Upon acceptance of a convenience fee, the convenience fee is displayed to the payer separately from the payment amount. The convenience fee is charged to the payer at the time of payment. The payer will see two transactions listed on their credit card, debit card, or checking account statement.

Chase offers the flexibility of convenience fee functionality within the Pay Connexion suite of services for Visa, MasterCard and Discover.

Web Payments

Pay Connexion is a fully-hosted Internet payment gateway for payment processing and real-time reporting, offering:

- Full compliance with Visa, MasterCard, and Discover
- Real-time authorizations
- Seamless integration with the Government Entity's existing website(s)
- Duplicate and fraudulent payment prevention methods
- Automatic convenience fee calculation
- Real-time, customizable payment reporting services via the Internet

Internet payers will access Pay Connexion's web payment channel via a session transfer that is executed in real-time when the payer clicks on a "pay button" on your web site.

During implementation, Chase provides the HTML that comprises the pay button. This HTML accounts for the County's unique parameters, as well as other application-specific configuration selections. The County will integrate this HTML into its existing web site.

When payers click on the pay button and the session transfer occurs, variable and/or static data parameters (e.g., ID number, Personal Access Code, etc.) may be passed from the County's system to Pay Connexion in real-time. Pay Connexion also supports a batch interface for receiving data from the County, which is the Pay Connexion Pre-Registration File.

When payers click on the pay button, data parameters can be passed from the County's system to Pay Connexion

Delivering variable data in real-time via the session transfer may be useful, for example, if payers will have already logged into the County's website or otherwise searched there for their data. If data is delivered in real-time during the session transfer:

- Pay Connexion can present to the payer the amount due that represents the unpaid balance, even if, for example, a partial payment received via a non-Pay Connexion payment channel had been posted earlier in the same day.

- Real-time data passed in the session transfer will override data delivered in batch via the pre-registration file.

If payers have already logged into the County's web site before reaching the 'pay button', then Pay Connexion can support a single-sign-on user experience and pass variable data in an encrypted session transfer. If not, then registered payers can log directly into the Pay Connexion Welcome Screen by use of a user ID and password combination. Which data elements are used as the UID/PW is configurable by the County (e.g., account number / PIN).

Upon successful payer log-in, variable data that was passed into Pay Connexion via the pre-registration file will be recalled. If the County uses our single-sign-on feature, then the Welcome Screen is bypassed altogether. If this feature is not utilized and the Welcome screen is presented, then some characteristics of the Welcome Screen itself will reflect the County's configuration selections.

Another scenario in which real-time variable data may be delivered to Pay Connexion in the session transfer and the Welcome Screen can be bypassed altogether is if the County chooses to utilize a non-Pay Connexion application upstream of the "pay button" with which payers can search for, generate, input, or otherwise access their billing data. In order to comply with NACHA guidelines with respect to payer authentication, such an application is typically required if unregistered payers will be allowed to make e-check payments.

The Pay Connexion web site will use the County's logo/seal and banner graphic elements to support a seamless user experience consistent with the look and feel of the County's own web site.

Whether parameters are passed to Pay Connexion in the session transfer or via the pre-registration file, they can be presented to payers as "read only" data fields. Such presentation denies payers the opportunity to enter data erroneously, which can help the County prevent issues such as posting payments to the wrong account.

Additionally, data parameters may be collected from payers in Pay Connexion during the payment session. Each collected parameter may be a text field or list/choice field. If no variable data is passed into Pay Connexion, multiple parameters may be used in conjunction with each other to validate data entry (e.g., parcel number and address, parcel number and re-enter parcel number, etc.).

So long as the amount due is passed to Pay Connexion (regardless of whether it is passed in the session transfer and/or pre-registration file), Pay Connexion can support the County's business rules with respect to whether partial and/or over payment are allowable. If neither partial, nor over payments are allowable, the payer can only pay the exact amount due, which is presented as a read only field. Similarly, so long as the due date is passed, Pay Connexion can support the County's rule with respect to whether late payments are allowable.

The Pay Connexion web channel can optionally support credit cards, debit cards and e-check (ACH debit) transactions. During the payer's web session, the payer can enter in Pay Connexion the payment card or bank account information. Payment card account information that is captured includes, card type, card number, expiration date, card verification data, card holder name, and address. Registered payers may save and manage a list of payment card and bank accounts to avoid redundant data entry during subsequent payments.

Regardless of the payment channel used for a given transaction, Pay Connexion processes credit/debit card transactions in coordination with the merchant processor (Chase Paymentech

Solutions), the card organizations (e.g., associations/networks) and card issuers. Authorization occurs in real-time, whereas settlement occurs in batch.

Interactive Voice Response (IVR)

As a modular solution, Pay Connexion offers modules to extend the Pay Connexion functionality to additional payment channels, including Interactive Voice Response Unit (IVR) and live customer service representative (by phone) payment channels.

Our IVR solution Provides:

- Compatibility with multiple languages (Spanish is the most common)
- Multiple payment methods and acquirers
- Convenience fee capability
- Professional, accent neutral voice talent
- Communications with third-party software applications, and open APIs

Our call center operates 24 hours per day, seven (7) days per week and will provide the County's payers with the option to request live operator assistance. The IVR application is accessed through a dedicated toll-free number for the County. If the County has an existing toll-free number they would like to use for the Pay Connexion application, this number can be ported to Pay Connexion at no additional charge.

IVR functionality is similar to that of the Website; however, IVR is limited by the usability of the telephone keypad interface (e.g., payers can only review one transaction at a time using the confirmation number). Additionally, if the County wishes to allow payers to initiate payments through IVR, the County will have to deliver to its payers a written authorization statement that contains a "shared secret". This authorization statement does not have to be returned by the payer using the mail. Rather, once the payer receives the authorization form containing the "shared secret", the payer can then access the IVR and authorize the prearranged payment and deposit entry (PPD) by revealing the "shared secret" to the application prior to payment initiation. Upon verification and authentication, the payer can then set up a single payment, schedule a series of payments, or establish recurring payments without having to record a voice authorization.

Payment initiation processing on the IVR

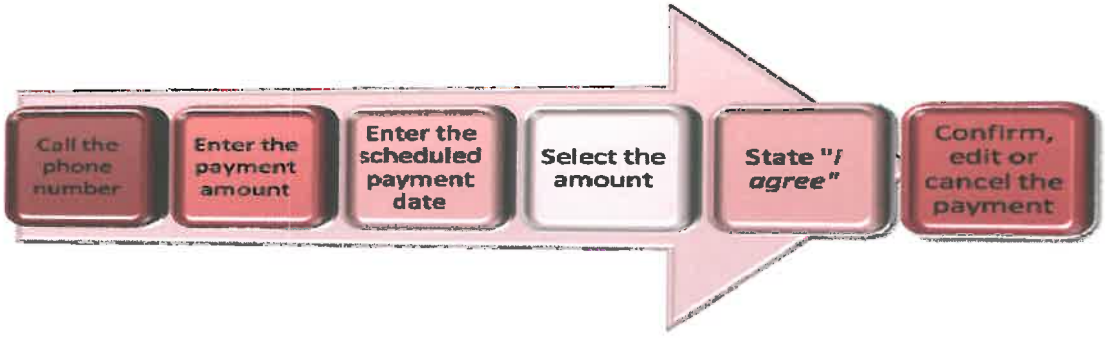


Figure 24

The Pay Connexion IVR may be deployed as a stand-alone application or integrated with the Web or Live Agent channels.

The County may register Users with a numeric User ID and password. The IVR channel does not support registration of new users. Users can be registered through the pre-registration file or session transfer. Users will use the numeric User ID and password provided in the preregistration file to authenticate with the IVR system.

To access the Pay Connexion IVR channel:

- The registered user makes a phone call to a unique toll-free number or is transferred from a payment option off of the County's existing IVR menu. If the user has already made a Spanish language selection in the County's IVR they may be automatically transferred to the Pay Connexion Spanish IVR or upon connection the user may select to hear the call flow in Spanish. The call flow will follow the flow as outlined below but all information will be communicated in Spanish.
- The user is then prompted to enter their User ID and Password.
- After successful login, the user is presented with the Main Menu. The Main Menu is dynamically created in real-time, based on the County's desired options, and the user's history with Pay Connexion. The main menu options may include Make a Payment, Review, Edit, or Cancel Pending Payments, Edit Saved Accounts, or Change their Password. If the user has no options, they are read, "You are not authorized to make payments at this time."
- Users are then prompted to select the product for which they would like to make a payment.
- The user will then be presented with the amount due and the due date if known.
- The user is then prompted to enter the Payment Amount. If Pay Connexion knows the amount due for this registered user for this product, then the user will be read the amount due, and asked if they wish to pay this amount. The County can select during setup to allow users to only pay the amount due. Amount due may be passed to Pay Connexion via the pre-registration file. If the user chooses to pay the amount due, they will proceed immediately to entering their payment date.
- If the user wishes to enter a different payment amount, they must enter the full value, dollars and cents, even if their payment amount is an even dollar amount. The payment amount must be between the minimum payment and maximum payment amounts defined during setup. However, if the user's amount due is above the maximum or below the minimum amount, they will be able to submit a payment for exactly the amount due.
- The user is then prompted to select their payment method and enter account information. If the user has any saved accounts, or has had account information loaded for them via the preregistration file, Pay Connexion will ask if they would like to use a saved account to make the payment. If the user has previously made a payment over the IVR, Pay Connexion will review the details of their most recent IVR payment, and ask the user if they wish to use the same payment account, or hear their other saved accounts. If the user wishes to hear saved accounts, they will hear all of their saved accounts that correspond to the available payment method(s).
- If the user does not have saved accounts, or selects to use a new payment account, Pay Connexion will prompt the user to select a payment method.
- The user is then prompted to enter the payment date.
- After the user has completed all the steps for making the payment, they are read a summary of the payment information. This payment summary includes the payment amount, convenience fee (if applicable), payment method, last 4 digits of the account number, and payment date. If the payment information is not correct, the user can make changes to the payment, by modifying the payment amount, payment account, or payment date.

- If the user confirms the payment, the payment is submitted to the appropriate payment network. After hearing their confirmation number, users have the option to repeat their confirmation number, return to the main menu, or quit the telephone payment system.

Online Transaction Reporting

Use Pay Connexion's Administrative web site for research, inquiries, and reporting.

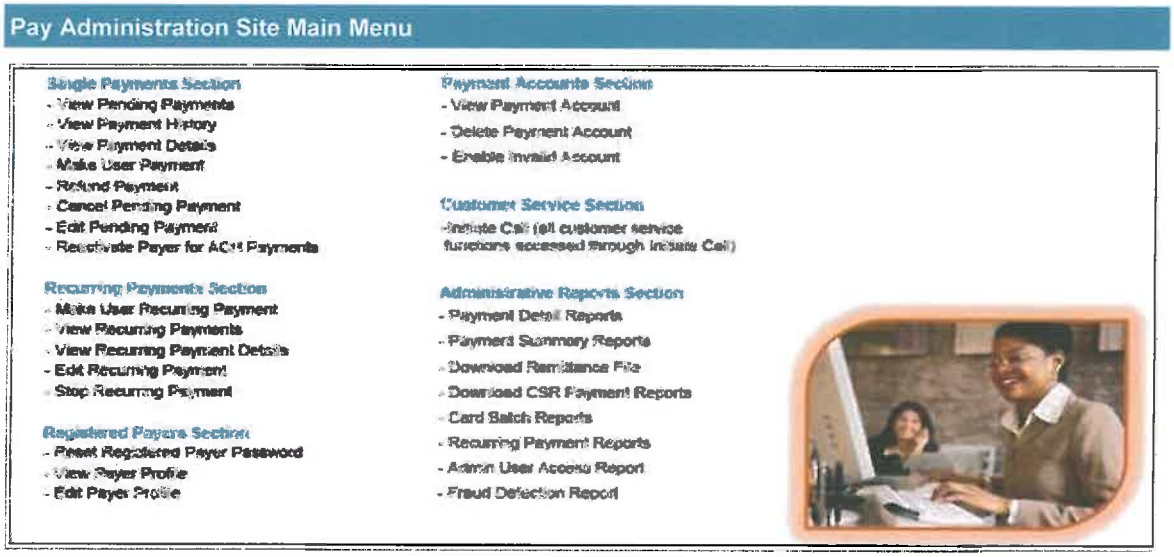


Figure 25

Authorized Gila County personnel can access the administrative application, which is a robust customer service and payment reporting tool. All pages within the administrative application are compliant with section 508 of the Americans with Disabilities Act. The site is accessed through a secure URL. Each session is secured using Secure Sockets Layer (SSL) with 128-bit encryption technology.

Security measures are paramount and required to validate access to the reporting site. Gila County "security officers" dictate access to the administrative site by defining administrative site functions to County-defined role(s). The County then assigns individuals to each role. Individuals are also given secure user names and passwords to access the administrative application. Therefore, when an individual logs-in to the administrative site, they are only able to see the functions for which they have the appropriate entitlements.

The administrative site can also be used to assist payers in making payments. The payer accesses the Customer Service Representative (CSR) payment channel to execute a transaction by speaking with a Client staff member, typically by telephone. Your staff member uses the web based "Virtual Terminal" module of the secure administrative site.

Authorized Client administrators access the Pay Connexion administrative site from a standard web browser. The administrative site provides authorized Client personnel with the ability to make payments, execute refunds (refund rules differ by payment method), generate a wide range of reports on demand, and perform other administrative functions.

Information Reporting

The County will be provided with an online payment reporting tool to access Daily Transaction Reports. Reporting capabilities are available through the administrative application, which will allow authorized users to view standard reports including payment detail, payment summary, and credit card batch reports. Each report has different selection criteria that can be used to narrow

the data of a selected report. The reports can be downloaded from the administrative application into Excel.

Transaction history is saved for 24 months (2 years) online, and an additional 5 years offline. By law, we are required to save this information for 7 years.

Pay Connexion's reporting section of the administrative application provides billers with the ability to create various detail and summary level payment reports. Administrative users must be granted permission to access each type of report. Payment reports can be generated for pending and processed payments and can be filtered by various fields, including payment method, payment type, product, and payment status. Reports can also be sorted by each of the columns displayed in the report results. The reports are either produced in batch or real time, and can be sorted, viewed online, printed, and downloaded to the administrative user's desktop.

Remittance Data

A daily remittance data file will be made available for download via the administrative site or through secure FTP. This remittance file is the primary means to deliver remittance detail. This standard format includes return data as well, and provides a daily means (Monday through Friday, excluding Federal Holidays) to reconcile funds settlement. The file is available in Extensible Markup Language (XML) and ASCII comma-delimited variable length formats.

The County may opt to receive remittance data in a number of ways:

- *Batch Remittance File* - the most common method for Pay Connexion to communicate payment activity back to our customer's systems. The remittance file can be generated daily (excluding weekends, excluding Saturdays, or seven days per week) excluding US Federal Reserve holidays.
- *Standard Daily Remittance File* - Standard formatted remittance files are available for download through the administrative site for two weeks (14 days) after the file is posted. The standard remittance file is also available via file transfer protocol (FTP) if defined during implementation. The remittance file has a standard file layout, which can include custom defined data parameters, and can be sent as a CSV or XML file.
- *Real Time Payment Confirmation (RTPC)* - Our fully hosted Pay Connexion application can process and send payments to the County in real time through Real-Time Payment Confirmation (RTPC) messages. The RTPC feature allows the County, to receive real-time payment information each time a payment is initiated, edited, canceled, or refunded. This allows the County to update its systems in real-time and better facilitates making time-sensitive decisions. These messages are sent over the Internet via either http or https, and are sent every day, including weekends and holidays, immediately upon completion of a payment action.
- *Manual Posting* - Authorized personnel can generate reports and/or download a remittance file (in a standard format) from the Pay Connexion administrative site.

Electronic Statements

The County can utilize Electronic Statement Presentment functionality to provide users with the ability to view their statements within the application. Pre-registered users can access, view, print, download, and save *.PDF images of their bills. Additionally, they can choose for the County to "turn off" paper billing in the future, which presents the County with a cost reduction opportunity related to its printing, postage, and processing expense.

b) Identify all costs associated with the available products.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

19. INVESTMENT SERVICES

a) Do you offer same day sweep and end-of-day investment products for the available balance in the account?

In combination with establishing USD demand deposit accounts (DDAs), clients may elect to add an automated end of day investment sweep. This structure will accommodate daily funding and disbursement through all channels including paper and electronic. A daily threshold, or target balance per account will be set at the level deemed necessary for balance compensation for maintenance and transaction fees. On a daily basis, available balances above the threshold will be swept to an investment vehicle to provide an interest yield on those balances. Cash is returned to the DDA the next day for payments. This structure accommodates late day debits and credits.

Same day sweep is also available to be utilized with Money Market Funds and Fidelity Money Market Mutual Funds. JPMorgan Chase Bank recommends the use of end of day investment, however, to provide the County with more investment fund options.

b) Identify the supporting investment for these products for conformity with Arizona Revised Statutes regarding acceptable investments.

Overnight investment options are included below (Moody's and S&P ratings).

- JPMorgan Chase & Co. Commercial Paper: Commercial paper consists of short-term, promissory notes issued primarily by corporations. This is an overnight debt instrument of JPMorgan Chase & Co. with a credit rating of A-1/P-1. No minimum investment is required.
- JPMorgan Chase Bank, N.A. Offshore Time Deposit: This is a deposit with the Nassau Branch of JPMorgan Chase Bank, N.A. which has a credit rating of A-1+/P-1. Minimum investment of $100,000 is required.
- JPMorgan Chase Bank, N.A. Repurchase Agreement: A Repurchase Agreement (Repo) is an agreement to sell and subsequently buy back a security. Purchases under this Repo Sweep investment arrangement are an obligation of JPMorgan Chase Bank, N.A. On a daily basis, this investment is collateralized with US Government Agency securities. JPMorgan Chase Bank, N.A. has a credit rating of A-1+/P-1. Securities are segregated by customer, identified by CUSIP number and held in custody at the Federal Reserve.
- J.P. Morgan Asset Management Money Market Mutual Funds: The underlying investments in these funds are money market instruments. The maturities of these investments are short term, generally forty five to ninety days, and the yields are market driven. For end of day automated investing, several funds and share classes are available, and strict caps (limits) on daily investments apply. All of the following funds are AAA rated.
  - **Prime Fund:** Invests in high-quality, short-term obligations that present minimal credit risk including: securities that are issued by the U.S. Government and its agencies; floating rate and variable rate demand notes of U.S. and foreign companies; commercial paper – in the highest category by Moody's Investor Services (P-1) and Standard and Poor's (A-1); certificates of deposit and time deposits; asset-backed securities; and repurchase agreements

- **US Government Fund:** The fund invests exclusively in high-quality, short-term securities that are issued or guaranteed by the U.S. Government or by U.S. Government agencies and instrumentalities.
- **100% US Treasury Fund:** Invests solely in securities of the U.S. Treasury including treasury bills, bonds, and notes.
- **US Treasury Plus Fund:** The fund invests exclusively in U.S. Treasury bills, notes, and other obligations issued by or guaranteed by the U.S. Treasury, and repurchase agreements collateralized by such obligations.

All funds noted above are subject to change.

J.P. Morgan Asset Management offers the full spectrum of investment strategies -- from equity, cash management, fixed income, currency and asset allocation to alternative asset classes such as private equity, real estate and hedge funds.

Money Market Deposit Account (MMDA)

Oftentimes, the JPMorgan Chase Money Market Deposit Account (MMDA) is used for reserve cash because it provides key benefits and this is a bank money market deposit account held in the JPMorgan Chase Bank, N.A., credit rating A-1+/P-1. Clients use an MMDA to set aside reserve cash to fund periodic payments such as capital improvements, insurance premiums, lease payments, debt repayment, etc., or simply to provide a liquidity cushion to accommodate a sudden need for cash. The reserve cash account can also be utilized for cash accumulation for strategic transactions and to hold funds from a liquidity event such as the sale of assets.

Benefits of the JPMorgan Chase Money Market Deposit Account include:

- Interest income on cash balances without adherence to specific term or investment criteria
- Preservation of principal
- Daily liquidity along with the flexibility of up to six debit transactions in a statement cycle (one month period). The Federal Reserve Bank considers Money Market Deposit and Savings Accounts to be "limited transaction accounts" and therefore does not require overnight reserves on these balances.
- Linkage to operating cash management accounts and services
- Transactions can be made by electronic funds transfers such as wires and ACH, including up to three checks
- Balance and transaction information, as well as transaction initiation, is available conveniently online with J.P. Morgan ACCESS
- As with all of our cash management products, integrated reporting and transaction initiation are accessible on-line with details provided for each account

c) What yield do your products offer and how is the yield determined?

The safekeeping arrangement does not offer a sweep to a money market instrument. Un-invested funds can be transferred to the Count's DDA account. In this way, Gila County will be able to realize any yield or earnings credit offered by Chase.

d) Specify how the following situations are handled:

i. Settlement of Trades

Chase utilizes all of the standard depositories for trade settlement.

After Gila County executes a trade, the County will notify Chase. The executing broker will deliver to Chase using the appropriate depository method (DTC / Fed Book entry, etc.). Chase will receive securities and make the applicable payment.

In the case of a sale, the County will execute the trade and notify Chase. Chase will then deliver the security to the executing broker and receive payment.

ii. Failed Trades

If a trade fails, Chase will notify Gila County and resolve the issue with both the County and the executing broker.

There is no fail float arrangement in place for basic safekeeping accounts.

iii. Difference in monies or securities

If there is a difference in the monies or securities being delivered, Chase will turn down the delivery and attempt to resolve the issue with the broker. If the issue cannot be resolved, Chase will involve the County in an effort to resolve. Chase will not adjust

County instructions on the brokers claim. Gila County will have to reauthorize.

iv. Notification of calls, maturities and interest payments

Gila County will have on-line access to their accounts and be able to monitor calls,

maturities and interest payments on a daily basis.

e) Do you provide market pricing of the County's investment portfolio?

Basic safekeeping does not include full market value priced accounting.

20. SAFEKEEPING SERVICES

a) Identify safekeeping services offered.

J.P. Morgan Chase provides custody and securities servicing solutions to the world's leading

institutional investors. Assets under custody are currently valued at US $16.9 trillion.

J.P. Morgan supports the safekeeping of securities and cash. Specific services are as

follows:

- Account establishment
- Custody for domestic US equity and fixed income securities – asset registration and safekeeping
- Transaction settlement information is available via Views Portfolio Reporting (VPR) realtime online reporting tools, as well as reporting for holdings, transaction, cash balances, and cash transactions
- Income Collection and Notification – dividends for equities, and the principal and interest payments for fixed income securities
- Corporate Actions Processing– including stock splits, in kind stock mergers, cash acquisition mergers, called bonds, etc.
- Proxy notification
- Custody accounts with an end of day Sweep to DDA
- Inquiry research and resolution
- Pledging, with approval by J.P. Morgan
- Tax services for reportable entities: manual NRA withholding, BUW/NRA tax deposits,

annual 1099/1042-S, B-Notice reporting

b) Identify all costs associated with safekeeping services.

Please refer to our fee schedule in the pricing section.

21. DISASTER RECOVERY

a) Identify your Disaster Recovery Process.

As an integral part of normal business operations within JPMorgan Chase & Co., every manager in the Firm is responsible for developing and maintaining resiliency plans as part of the Firm-wide Resiliency Management Program, part of the Firm's Global Resiliency and Information Technology Risk Management department. Resiliency activities of JPMorgan Chase & Co. must comply with and are governed by several agencies that have laws, rules and regulations. Within the Firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council and regulatory agencies within the different geographic regions. Resiliency planning is also commonly referred to by terms within the industry as business continuity, disaster recovery and contingency planning; they all represent the process whereby financial institutions ensure the maintenance or recovery of operations and service to their clients.

Chase's Resiliency Risk Program Implementation Model.

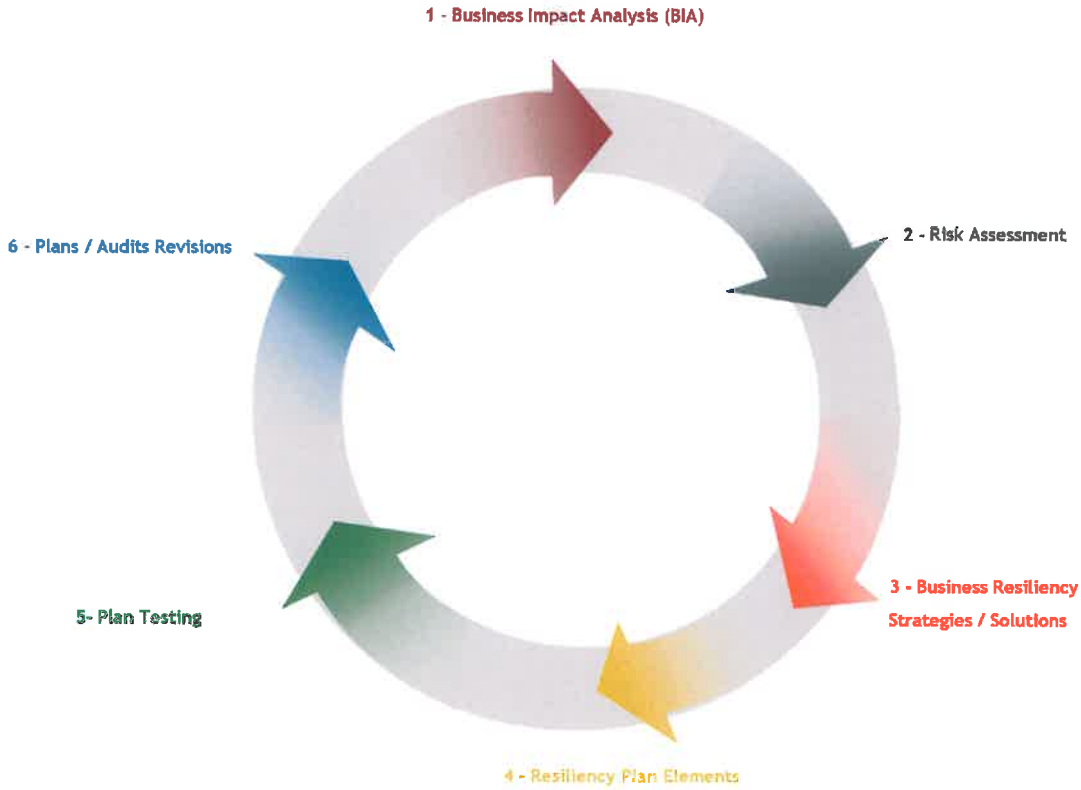


Figure 26

Resiliency plans must explicitly address the business, operations and technology components of a business process, including those critical processes and functions provided by outside service providers and industry utilities. Contingency locations are an integral part of resiliency planning. In

combination with the Firm's testing program the locations ensure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. Critical resiliency plans are tested annually, at a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable. JPMorgan Chase & Co. resiliency plans are subject to reviews by Chase's Internal Audit Department and the Resiliency Risk Management group, which acts as the Firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review. The Firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.

JPMorgan Chase & Co. exercises commercially reasonable efforts to ensure that the Firm meets our obligations to you and to all of our clients. The Firm's resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

A summary overview of our TSS business resiliency planning is provided for your review in Appendix 6 – Business Resiliency Information. If Gila County requires more detail regarding our business resiliency planning methodology, we will be pleased to arrange a meeting for you with members of our business resiliency staff.

b) What arrangements are made regarding service level agreements in the event of a disaster?

In the event of a disaster, Chase will strive to maintain service at the levels established during normal operations. We will work to keep the County informed throughout the entire event.

c) Have disaster recovery procedures ever been employed for a real disaster? If so, explain.

In recent years, Chase experienced several major events that required activation of our business resiliency plans:

- Terrorist attacks on New York City (September, 2001)
- Power failure affecting the Eastern United States (August, 2003)
- Flooding in Mumbai, India (August, 2005)
- Hurricanes affecting the southern United States (September, 2005 and 2008)
- Mumbai terror attacks (November, 2008)
- Snowstorms impacting Northeastern United States (2010)
- Thailand civil unrest (May, 2010)
- Japan Earthquake/Tsunami (March, 2011)
- Hurricane Irene (August, 2011).

During or following these events, Chase activated portions of our disaster recovery and business continuity plans. With established and documented plans in place, Chase — and, more importantly, our clients experienced little or no disruption in service as a result of these events.

d) Identify Disaster Recovery Services available and associated fees.

A summary overview of our TSS business resiliency planning is provided for your review in Appendix 6 – Business Resiliency Information.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

22. COLLATERAL REQUIREMENTS AND SERVICES

a) Requirements:

i. Collateral must be maintained in accordance with Arizona Revised States § 35-323 regarding deposit and investment of public monies.

Chase acknowledges and complies with this requirement.

ii. Collateral must be held by a trustee approved by the Gila County Treasurer's Office.

The National Collateral Management Group ("NCMG") of Chase monitors the account balances of our public fund customers on a daily basis. The NCMG will also monitor the market value of the securities that are provided as collateral on a daily basis. If the balances exceed the collateral that is in place and/or if there is a change in the market value of the securities used as collateral, NCMG will provide additional collateral to protect Gila County's deposits.

NCMG performs the following functions:

- Daily monitoring of client deposit account balances
- Answering client questions concerning collateral assigned to their accounts
- Contacting clients regarding collateral release and pledge requests
- Providing periodic reporting of collateral pledged to clients
- Reviewing and approving Collateral Security Agreements
- Establishing collateral safekeeping accounts for new clients
- Responding to collateral audit requests

Primary Custodian

JPMorgan Chase Bank, N.A. ("Bank") currently employs the Federal Reserve Bank ("FRB") as the primary custodian for joint-custody security accounts ("collateral account"). The Administrative Reserve Bank ("ARB") that holds the securities for the Bank is the FRB of New York. (The FRB district where a bank is chartered determines the ARB.) The FRB of Boston is the Federal Reserve System's national collateral account administrator. The Bank pays all cost associated with the collateral accounts held at the FRB.

In order for the Public Entity to establish a collateral account at the FRB, the Public Entity must complete a FRB "Pledgee Agreement (PA) Form" and "Fed-mail Form", samples of which are included in Appendix 7. The Public Entity must agree to the custodial agreement terms set forth in the Federal Reserve Bank's Operating Circular 7, Appendix C, as amended from time to time, included in Appendix 7.

The FRB will not review or complete any tri-party custodial agreements that Public Entities or banks present for collateral accounts.

Pledged securities will be held in a collateral account in the name of the Public Entity. The Public Entity will be assigned a unique, alphanumeric account number by the FRB for the collateral account upon the receipt and review of the completed PA and Fed-mail forms.

The FRB provides two types of reporting; Account Activity Report (AAR) and Monthly Holdings Report (MHR). The AAR reports account activity that is conducted within the

collateral account. The MHR reports all securities held in the Public Entity's collateral account at month end. Both reports are sent within 24 hours either by email of facsimile. The FRB reports list the original par value of the securities pledged and does not report market value of securities pledged. The FRB does not provide on-line access to collateral account.

NCMG requires a copy of the completed "Pledgee Agreement Form" and "Fed Mail Form" from the Public Entity such that the NCMG can establish the collateral account. If a Public Entity has (or had) a collateral account at the FRB, the Public Entity can provide the Bank the FRB 4-digit alpha-numeric account number such that the Bank can "link" to the Public Entity's collateral account. In addition, the Public Entity will need to provide a list of authorized signer(s) and verification requirements listed on the PA. Last, if the Public Entity has a PA greater than two (2) years old, it is recommended that the Public Entity submit a new PA.

Please refer to Appendix 7 for the agreement and other information related to collateral.

iii. The County reserves the right to review all pledged collateral and approve the substitution of any item.

Chase will have the right from time to time, with the consent of Gila County, to substitute or replace any of the Collateral with other Collateral, or to withdraw any Securities Collateral or reduce the amount of collateral, if the total Collateral continues to be at least the amount required.

If Gila County fails to provide Chase written consent to any requested release of Collateral within five (5) business days after Chase's request, Chase will have the right to charge the County an excess collateral fee of 0.25% per annum, calculated daily, on all Collateral in excess of the greater of (1) the collateral value to which Chase requested a reduction; or (2) the balance of funds in all of the County's accounts on each day, less the amount of FDIC insurance on those accounts. The excess collateral fee will continue to accrue until the County provides the Custodian the required consent, and will be due and payable with other account fees on a monthly basis.

iv. Statements must be provided to the county at least monthly

NCMG will send out a monthly statement showing the amount of collateral held in Gila County's name at the Federal Reserve Bank of New York. This statement will be e-mailed by the third business day of the month. The statement will detail the security description, coupon rate, maturity date, original par, current par, and market value of the security that is being utilized as collateral on the last business day of the month.

v. Additional collateral may be required daily to cover deposits with same day notification.

NCMG recommends that customers contact NCMG directly in the event that additional deposits exceed current collateral levels such that additional collateral can be pledged. Customers can contact NCMG before 1:00 p.m. ET to guarantee a collateral increase the same day. Otherwise, a collateral increase will be made according to normal processes the following business day when the end-of-day balances from the day prior are received. The Bank requires a 1 business day notification of a collateral increase request greater than $50 million.

b) Describe your processes and procedures to ensure that a accounts are properly collateralized.

NCMG employs a Bank-developed Collateral Management System (Coast), which provides daily monitoring of deposit balances and security value. Coast is reviewed daily (business day) by dedicated Collateral Managers for customer's collateral requirements. Collateral requirements are based upon the end-of-day ledger deposit account (checking, savings, depository CD's) information (plus accrued interest if any), less applicable FDIC coverage, the following business morning from the Bank's deposit system. For example, 2/14/12 end of day deposit information will be received the morning of 2/15/12. Also on a daily basis, NCMG monitors the market value securities pledged to our customers and compare to total deposits. In the event a market value reduction creates an under-collateralized position, additional securities will be pledged promptly.

c) Provide any separate required agreements for collateral.

Please refer to Appendix 7 – Collateral Documents

23. AVAILABILITY SCHEDULES

a) Provide availability schedule for check deposit.

Please refer to Appendix 8 – Availability

b) Provide maximum time of day deposits must be received to be considered a same day deposit by type of deposit, e.g., regular branch deposit, armored car deposit, or lockbox deposit.

The following are the cutoff times for same-day ledger credit for deposits:

Branch and ATM Deposits

- ATM deposits - Cutoff times for deposits received at ATMs differ by location. Deposit cutoff times are posted on each ATM.
  - We have branches and ATM machines in the following 23 states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Michigan, Nevada, New Jersey, New York, Ohio, Oklahoma, Oregon, Texas, Utah, Washington, West Virginia and Wisconsin.
  - Approximately 10,000 ATMs are available for commercial deposits across our 23-state footprint.
- Branch deposits - Cutoff times for deposits received at branches differ by location. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.
- Branch night drop deposits - 7:30 a.m. local time (select branches offer a second opening in the early afternoon. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.)

Check Only Deposits

- Paper check-only deposits must be received at the check processing facilities by 4:00 p.m. local time to receive same-day ledger credit with availability based on endpoint.

Electronic Deposits

- Image Deposit Direct (IDD)
  - Standard - 8:00 p.m. AZ time with availability based on endpoint
  - With ACH - 5:00 p.m. AZ time for next business day credit. All transactions cleared as ACH debits are fully available the next business day, and nonconvertible items are available based on endpoint.

Vault Deposits

Below are the standard local cutoff times for each of the vaults:

			Deposit Cutoff Time			
City	State	Outsourced	Cash-Only Deposit Deadline for Same Day Credit	Mixed (Cash and Check) Deposit Deadline for Same Day Credit	Check-Only Deposit Deadline	Same Day (SD) or Next Day (ND) Credit for Check-Only Deposits
Phoenix	AZ	N	6:00 PM	6:00 PM	6:00 PM	SD
Tucson	AZ	N	4:00 PM	4:00 PM	4:00 PM	SD

Lockbox Deposits

- Ledger Cutoff Time

  The end-of-day general ledger cutoff time for lockbox deposits processed at any of our network sites is 4:00 p.m. local time. Remittances processed and deposited on the weekend are posted for ledger credit the next business day. Chase does not provide holiday processing.

- Latest Post Office Mail Pickup

  The last mail pickup to be eligible for the same day's deposit is approximately 6:00 a.m. local time at each site. Mail picked up after that time will not be deposited until the next business day.

- Courier/Messenger Packages

  Any courier or messenger package delivered to domestic lockbox sites by 12:00 p.m. local time will be deposited for same-day ledger credit, assuming you have no conflicting deposit or information reporting deadlines.

  - A minimum of four hours between courier/messenger package receipt and your deposit-reporting deadline is required.
  - A minimum of four hours is required when manually data keyed information (e.g., invoice number, remitter name) is to be included in the scheduled report.
  - Chase may not be able to process all items for same-day ledger if the data capture volume received by courier package exceeds 10,000 keystrokes.
  - Chase may not be able to process all items for same-day ledger if there are more than 75 payments in a single courier/messenger package.

c) If this schedule does not pertain to checks of all dollar sizes, explain.

Please refer to Appendix 8 – Availability Schedule.

24. FEE SCHEDULES

a) Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the solicitation. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Responder shall identify any increases if the bank servicing agreement is extended by the Gila County Board of Deposit for up to two additional years.

JPMorgan Chase Bank agrees to negotiate any increases if the bank servicing agreement is extended for an additional two years.

c) Identify the rate charged for overdrafts, should they occur.

Chase does not charge for either intra-day credit (IDL) or intra-day liquidity (Fed daylight overdraft) usage at this time, which is current market practice. Chase routinely discusses significant use of intra-day liquidity with clients with a view to better managing this usage, and we reserve the right to potentially charge.

Daylight overdrafts are referenced in the context of both intra-day credit line (IDL) and intra-day liquidity (Fed daylight overdraft) usage. Both daylight overdraft-types are calculated on a minute by minute basis.

Accounts linked to a specific IDL are monitored together. All of your accounts are netted together for tracking intra-day liquidity usage. Real-time balance and transaction information is available via J.P. Morgan ACCESS.

25. SUPPLEMENTAL AGREEMENTS AND OTHER REQUIRED INFORMATION

a) Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.

Please refer to Appendix 9 – Sample Agreements for Services

b) Location where primary services will be provided.

The County will be supported by the JPMorgan Chase Bank Relationship team located at the following address:

JPMorgan Chase Bank

201 N. Central Ave, floor 21

Phoenix, AZ 85004

c) Location of additional branches where services may be provided, such as remote deposits.

Chase Bank has an established branch located at 201 S Beeline Hwy,Payson, AZ 85541

d) Provide any details any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this solicitation.

As a matter of policy, Chase does not comment on pending merger and acquisition activity. However, Chase will honor any and all agreements under contract.

e) Does the bank outsource any of the services requested in this solicitation? If so, describe.

Chase will not be outsourcing any of the services offered in this response.

f) Provide any additional information that you believe to be relevant to this solicitation and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).

Chase is pleased to present additional services for review and consideration by the County. These services are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response.

The following value added services and products are

1. **Image Cash Letter (ICL)** - The electronic equivalent of a paper cash letter deposit, ICL uses an ANSI X9.100-187 formatted file, containing images of original paper items and data corresponding to the item MICR line, to facilitate electronic check deposit processing.
2. **Image Deposit Direct (IDD)** - A remote deposit and capture solution, IDD will allow Gila County to make deposits to any Chase account from any location and also import detailed deposit activity reports into internal accounts receivable systems.

g) Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.

Gila County's CSP, Gail Haymaker, will be the primary point of contact for all research and adjustment requests. Gail will work with the appropriate operational partners to help ensure the County's request and/or adjustment is handled in a timely and accurate manner.

h) Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.

Deposit tickets and other supplies can be ordered directly from Chase. Deposit tickets, endorsement stamps and depository bag fees will be handled as a direct debit to the County's account, while other depository supplies may be charged through account analysis.

For Multicurrency deposit and collections, a transmittal form with instructions will be provided for multicurrency deposit and collections at the time the County's account is set-up for this service.

26. CONVERSION AND IMPLEMENTATION

a) Provide conversion plan for implementation by July 1, 2012. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:

i. What is the average lead-time for implementation? What are the critical factors that may impact that lead time?

Chase understands that one of the most important aspects of establishing a banking services relationship is a smooth implementation. To assist this effort, Gila County will be assigned a dedicated Implementation Manager to lead the County's strategic advisory team of client service, systems and production personnel.

Gila County's implementation project manager will follow a structured project framework to execute the setup of the County's products and services.

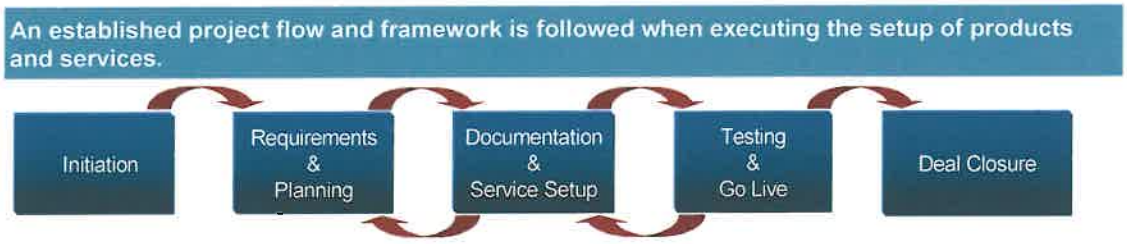


Figure 27

Lead Times and Critical Factors

Critical factors that may impact the lead time are client responsiveness, connectivity testing and transmission customization requirements.

ACH

The average lead time for an ACH implementation is four to six weeks. The critical factors include successful connectivity and file testing with the client.

Depository Services

- Account Opening

  Opening an account can take up to three days upon the receipt of completed core documentation. Due to the U.S. Patriot Act and "Know Your Customer" regulations, we must receive all required original documentation properly and fully completed before we can open an account.

- Branch, Vault and Paper Check Depository

  The typical implementation process for new branch, vault and paper check depository business takes approximately two to four weeks. Critical factors impacting lead time include the level of resources the client commits to the project and whether an outside vendor is used for deposit tickets.

- Check Returns (Standard)

  The typical implementation process for new standard check returns business takes approximately two to three weeks.

  Complex and/or large implementations may take longer.

- Deposit Supplies

  The following can be delivered within five to 10 business days by our vendors. Standard orders are typically processed within three business days and shipped via U.S. Mail. Expedited order processing and mailing options are available.

  - Deposit tickets

- Endorsement stamps
- Tamper-resistant plastic depository bags

Deposit ticket MICR specification sheets are available electronically. Your implementation project manager will provide these upon request.

Chase allows for third-party deposit tickets as long as they meet our deposit ticket specifications. In addition, Chase will need to test the deposit tickets to determine if our operations and technologies can easily read the data on these items. This testing can be performed within 48 hours of the time we receive your tickets.

- Image Cash Letter (ICL)

  The typical implementation process for a new Image Cash Letter (ICL) setup takes approximately two to four weeks.

  Critical factors impacting lead time include the client's ability to successfully send/receive any required file(s), whether the client uses ACH to clear items and the connectivity solution.

- Image Deposit Direct (IDD) for Remote Deposit

  The typical implementation process for Image Deposit Direct (IDD) is two to three weeks.

  Critical factors impacting lead time include the client's completion of the IDD questionnaire, submission of the setup request and the ordering and shipping of the scanner equipment.

Disbursement Services

- Account Reconciliation (ARP)

  The lead time for ARP without transmission is 10 business days. The lead time for ARP with full reconciliation is typically 21 business days.

  The critical factors that impact the full reconciliation timeframe are statement cycle (ARP service must start at the beginning of the account's statement cycle), client providing a list of outstanding checks, completion of successful file format testing and successful receipt of two live issue files.

- Controlled Disbursement Account (CDA)

  The average lead time to open a CDA is 13 business days.

  The critical factors that impact this timeframe are the client providing test checks for MICR testing and implementation of CDA reporting if the client is not already utilizing J. P. Morgan ACCESS.

- Positive Pay

  The lead time for Positive Pay without reconciliation services is typically 26 business days. A direct transmission takes longer to implement. The critical factors that impact this timeframe are the client's ability to upload issue files, successful completion of file testing and reconciliation of the account prior to beginning the service, which minimizes the exceptions presented.

- Reverse Positive Pay

The lead time for Reverse Positive Pay is typically 21 business days. Critical factors that impact this timeframe are the client's ability to receive checks paid file and successful completion of file testing.

Electronic Banking and Information Reporting

The time required for a J.P. Morgan ACCESS implementation depends on the client's environment and staff availability, and it can range from 6 to 15 days.

Detailed file transmissions (e.g., BAI2, SWIFT) can take up to 25 business days to implement and is dependent on the connectivity solution selected.

Lockbox

- Basic Wholesale Lockbox with Receivables Edge

  A basic wholesale lockbox with Receivables Edge image services, without a data transmission, generally requires 10 business days (two weeks) after all processing requirements are finalized. If data capture is provided for inclusion of remitter name or invoice fields as searchable index fields on Receivables Edge, the timeline may extend by one to two weeks.

- Wholesale Lockboxes with Data Transmission

  Wholesale lockboxes with data transmissions in a standard file format require approximately 30 business days (six weeks) after all processing and data format requirements are finalized. Provision of customized formats or data edits will extend the timeline by two to three weeks.

- Scannable Wholesale Lockbox

  Scannable wholesale lockboxes require approximately 60 business days (12 weeks) once the data file transmission requirements are confirmed and sample coupons are received.

- Image Transmission

  Image transmission services require approximately 20 business days (four weeks).

Merchant Services

We would welcome the opportunity to discuss the County's payment processing needs in order to create a customized technology and pricing solution. After determining the needs and solution best suited for the County, a conversion and implementation plan can be presented.

Procurement Card

The implementation timeline for our Purchasing Card program can last between 30 to 45 days depending on the features selected as well as client availability. Gila County can continue to utilize their existing program with Chase in which there would be no implementation requirements.

E-Commerce via Pay Connexion

The Pay Connexion implementation timeline is based on a 90 – 120 day implementation. The timeline varies based upon feature set and client availability, decision making during requirements definition, and resources and time dedicated to Biller testing. Pay Connexion has dedicated Implementation Managers who run weekly planning, status, and issue tracking meetings, in addition to day-to-day support.

Sample Implementation Plan

Please refer to Appendix 10 – Sample Implementation Plan.

ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.

The County's dedicated implementation manager will act as a primary point of contact between all levels of your company (i.e., management, users, technical staff and external partners) and Chase staff.

Chase will assign an implementation team that may include all of the following:

- An implementation project manager, who will serve as your primary point of contact throughout the implementation, is responsible for coordinating the implementation of your services.
- A systems implementation resource will work with the implementation project manager to help ensure that all setup activities for your data file transmission are properly coordinated. The systems implementation resource assembles a team of production and systems experts to help implement and works closely with you throughout the process.
- In addition, a connectivity resource may be secured to discuss connectivity options, to set up and test the connectivity link and send test files.

A kickoff meeting will be scheduled for large or complex implementations. Key tasks, personal responsibilities and time frames will be documented and shared with all project team members. Subsequent meetings will be held to track and support the progress of the implementation. You decide how often these meetings will be held.

Your implementation project manager is responsible for securing the appropriate technical resources to assist you with any required file testing and the setup and testing of any transmissions.

Support during implementation includes training, technical assistance, user manuals and on-site visits. For example, the following J.P. Morgan ACCESS training and support tools are available to clients:

- **Quick Start Reference Guides** - Available on the J.P. Morgan ACCESS dashboard and provide step-by-step instruction on how to use the J.P. Morgan ACCESS products and modules.
- **Webinar Training** - Weekly instructor-led sessions are available on the various J.P. Morgan ACCESS products and modules.
- **Self-Paced Training** - Online training available via the Customer Support tab from the J.P. Morgan ACCESS Home Page or via a Training CD, which is included in the Welcome Kit sent when security administrators and users are set up on J.P. Morgan ACCESS.
- **Phone Training** - Customized one-on-one training conducted over the phone to meet your unique needs for all J.P. Morgan ACCESS products and modules.

In addition, ongoing support is provided by the Client Service and Technical Support Team. Training, usage and technical assistance are available from the Client Service and Technical Support Team via telephone.

The support provided by the bank does not end once we have implemented your account process. We believe continued support is critical to our overall account relationship. For

example, after account implementation, Gail Haymaker, the County's Client Service Professional (CSP), will become the ongoing contact to help ensure that your expectations are consistently met.

iii. ***What additional resources does the bank require for successful conversion and successful implementation?***

Please refer to item 26 a.i., above.

b) ***Identify any costs of conversion that will be charged by the bank.***

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

END OF QUESTIONAIRE

Note: All costs described in the Questionnaire must also be included on the Pricing Sheet. Any costs not included on the Pricing Sheet will not be considered for award.

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 venders, 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-1251 **Regular Agenda Item 3- B**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	John Armer, Sheriff	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Sheriff's Office		
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	6-5-12 to 6-4-13	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Tom Melcher		

Information

Request/Subject

Contract Award for Bid No. 103111-2 Sheriff's Office (S.O.) Tower Installation & Radio Equipment Relocation

Background Information

The project was originally bid and award rejected on 2-21-12, under RFP No.103111-1, by the Board of Supervisors due to a change in the scope of work and specifications.

Invitation for Proposals No. 103111-2 for the S.O. Tower Installation and Radio Equipment Relocation was re-advertised in the Arizona Silver Belt on February 22, and 29, 2012. Proposals were opened in a public setting on March 22, 2012.

Evaluation

After review of the technical specifications of the 4 proposal submittals, a "Proposal Clarification, and Best and Final Offer" were requested from all bidders. Best and Final Offers were received by the Purchasing Department on April 30, 2012, and a detailed evaluation review performed on the technical specifications and costs of each offerer.

Conclusion

After detailed technical and cost review it was determined that the lowest offer did not meet all requirements set forth in the bid specifications and the request for "Best and Final Offer" as follows: 1) Bidder did not provide a total cost for project completion as requested. 2) Bid states that contractor is responsible for permits, licenses, fees and taxes. The contractor projected the costs onto the County.

The 2nd lowest bidder met all requirements and provided a best and final cost for the project. The option to provide a new or used tower was given in the bid documents. The bidder provided a cost for both. The County will go with the lowest bid proposed by using the "Used Tower" option.

Recommendation

After extensive review of submitted proposals, the Gila County Sheriff recommends that the Board of Supervisors approve the award of Request for Proposals No. 103111-2 to CMC Communications in the amount of $77,671.65.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 103111-2 for the Sheriff's Office tower installation and radio equipment relocation; award to the lowest, responsible, responsive, and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Tom M**
(Tom Melcher)

Attachments

Bid Tabulation for RFP 103111-2

Contract Award No. 103111-2

Best & Final Request & Addenda 1 Through 4 for RFP 103111-2

Letter of Reference for Award

BID TABULATION FORM

GILA COUNTY

BID TITLE: S.O. Tower Installation & Radio Equipment Relocation

BID NO: 10311-2 **DUE DATE:** March 22, 2012 **TIME:** 3:00 PM

BEST & FINAL OFFER

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Canyon State Wireless	$85,014.61	No change from original proposal. Information provided concerning antenna minimization and cost included in B&F proposal.
	Durham Communications	$54,325.20	No change from original proposal. Information provided concerning antenna minimization but did not provide cost on recommendations in B&F proposal.
	L&B Telecommunications	$125,000.00 (80 ft tower) $108,000.00 (76 ft tower)	No change in original proposal. Information provided concerning antenna minimization and cost included in B&F proposal.
	CMC Communications	$84,194.45 (new tower) $77,671.65 (used tower)	No change from original proposal. Information provided concerning antenna minimization and cost included in B&F proposal.

BID TABULATION FORM

GILA COUNTY

BID TITLE: S.O. Tower Installation & Radio Equipment Relocation

BID NO: 10311-2 **DUE DATE:** March 22, 2012 **TIME:** 3:00 PM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Canyon State Wireless	$85,014.61	
	Durham Communications	$54,325.20	
	L&B Telecommunications	$125,000.00 Under Ground Tower	$108,000.00 Above Ground Tower
	CMC Communications	$84,194.45 New Tower	$77,671.65 Used tower

Durham COMMUNICATIONS INC

COMMUNICATION INTEGRATION & SOLUTIONS SINCE 1945

GILA COUNTY PURCHASING
ATTN: VALRIE BEJARANO
1400 E. ASH STREET
GLOBE, AZ 85501

RE: Request for Proposal Clarification
Gila County Bid No. 103111-2
S.O. Tower Installation & Radio Equipment Relocation Project

PLEASE PROVIDE DETAILED INFORMATION

A. Complete listing of the tower type (Manufacturer, Model Number)
(DCI) – The tower quoted is a Rohn RSL type, sections R10 to R03, specs included at the end of this document.

B. Each antenna description, type, model number, mounting type, etc.
(DCI) – The existing yagi antennas are to be moved to the new tower. Additional omnidirectional antennas required are to be Antenex FG series control station antennas. All these antennas are designed to mount to a vertical pipe of 2" nominal diameter so a 18" standoff will be supplied for each antenna with the exception of antennas mounted atop the tower. These will be mounted directly to the tower legs themselves.

C. Transmission line(s), interconnect cables, etc.
(DCI) – Coax from the antennas to the interior surge arrestor bar is to be Andrew LDF4 series ½" solid corrugated coax. Interior coax from radio to surge arrestor bar is to be Times Microwave LMR400 series 3/8" braided coax.

D. Any opportunity for overall antenna minimization (RF Management Equipment, Duplexers, Combiners, Crystal Filters, Cavities, Isolators, etc.).
(DCI) – The extensive range of RF optimization options far exceeds our limited ability to present a comprehensive solution in this forum. Since the various RF optimization options have significant cost differentials a final solution would have to be agreed upon between DCI and the County before implementation.

Our recommendation would be to combine all omnidirectional antenna signals supported by duplex capable radio stations into a single master Receive antenna fed by pass cavities and passband multicoupler and group no more than 4 transmit radios into one or more master TX antennas. The next step would then be to upgrade from the entry level antennas as quoted to full repeater grade antennas with a higher gain factor and much longer lifespan.

A second recommendation would be to upgrade the master Transmit and Receive feedlines from the proposed ½" coax to 7/8" coax for lower loss.

Thirdly, any radios that are currently mobile type controls that are experiencing RF interference should be upgraded to duplex capable control stations and integrated into the master Transmit and Receive systems.

We recommend against merely installing duplexers as this will not achieve an optimized solution.

E. Provide a "Best and Final Offer" for project.

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ROC #086328
WWW.DCICOMM.COM

Durham COMMUNICATIONS INC

COMMUNICATION INTEGRATION & SOLUTIONS SINCE 1945

(DCI) – The DCI best and final offer is unchanged from our original proposal submission, which is attached to this document.

Regards,

Brian Durham

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Durham COMMUNICATIONS
Communication Integration & Solutions Since 1945

4611 E. Virginia St.
Mesa, AZ 85215
(480)981-8875
Fax(480)-981-7146

PRICE QUOTE 3/21/2012 | PRESENTED TO: | AZ Rack DBA GS, LC

Summary - Quote per Gila County RFP 103111-2

Contact:	S.O. Tower Installation &	Email:	
Organization:	Radio equipment relocation	Phone:	
Department	Gila County Procurement	Fax:	
Address:	1400 E. Ash Street	Cell:	
City, State Zip:	Globe, AZ 85501		
Contract Number (State, WSCA, GSA, Other)	Salesperson: Tom Hecker	Q#'s	032212-001

ITEM	DESCRIPTION	MODEL	PRICE	QTY	EXTENDED
	Radio Antennas and Feedlines				
1	VHF omnidirectional fiberglass antenna	FG1XX3	$ 157.50	7	$ 1,102.50
2	Antenna clamps, 1" to 2.75"	ASPA320	$ 41.78	11	$ 459.64
3	Coax, LDF4-50 for tower, 120' per run	LDF4-50A	$ 288.00	11	$ 3,168.00
4	N male connector, LDF4 series	L4TNM-RC	$ 27.14	22	$ 597.14
5	Ground kit, LDF4 series	241088-1	$ 25.71	33	$ 848.57
6	Surge arrestor, NF/NF	ISB50LN-C1	$ 78.57	11	$ 864.29
7	Weatherproofing kit	221213	$ 21.43	6	$ 128.57
8			$ -		$ -
9	Surge arrestor grounding bar in equipment room	DCI Harger 12 ISB	$ 214.29	1	$ 214.29
10	Ground wire from interior surge bar to exterior rods	DCI 2 ga	$ 0.93	20	$ 18.57
11	All thread for click mounts, triple stack, 10 pk	243095-1	$ 31.43	4	$ 125.71
12	Angle adapters for all threads, 10 pk	31768A	$ 74.29	4	$ 297.14
13	Coax mouting clamp, 10 pk	L4CLICK	$ 24.29	4	$ 97.14
14	LDF4 poppers for bridge trees, 10 pk		$ 17.14	6	$ 102.86
15			$ -		$ -
16	Coax entry port, 3 x 2 holes, 4"	252137	$ 86.67	1	$ 86.67
17	Coax entry puck, 1/2" LDF4 x 3, 4"	252147-4	$ 24.14	6	$ 144.86
18	Grounding buss bar, exterior	UGBKIT-0424	$ 114.29	1	$ 114.29
19	Grounding buss bar, at tower base	UGBKIT-0424	$ 114.29	1	$ 114.29
20	Grounding rods, exterior	DCI HD 8'	$ 28.57	2	$ 57.14
21			$ -		$ -
22	Intermediate coax, radio to ground bar, LMR400	DCI LMR400	$ 135.71	11	$ 1,492.86
23			$ -		$ -
24		Radio Antenna Subtotal :	$ 10,034.83		
25					
26	**Tower**				
27	Soil survey - Min 60 days prior to construction	DCI			
28	Provided by customer				
29					
30	Rohn RSL 80' Tower, 52 sq ft area at 70 mph, R10 to R03	R080H310	$ 8,013.00	1	$ 8,013.00
31	Arizona engineer's stamp for tower design, req'd for permit	Rohn	$ 450.00	1	$ 450.00
32	Yagi mount pipe, 2" x 48" + all thread x 2	DB375+HD2	$ 115.00	3	$ 345.00
33	Panel mount pipe, 2" x 48" + all thread x 2	DB375+HD2	$ 115.00	1	$ 115.00
34	Omni horiz mount pipes at 60 feet	HD2 x 30 + DB375	$ 135.00	3	$ 405.00
35	Rohn Tower Anchor Kit for 80 Ft Tower	RAL10	$ 1,511.00	1	$ 1,511.00
36	5000 PSI Concrete For Tower Base, per yard	5000 PSI CC	$ 125.00	17	$ 2,125.00
37	Tower Rebar #7, Ground Rods and Grounding Wire	DCI-TOWER GK	$ 1,000.00	1	$ 1,000.00
38	Back Hoe 1 Day Rental	DCI Back Hoe	$ 357.14	3	$ 1,071.43
39	Boom Lift 1 Day Rental	DCI Back Hoe	$ 785.71	3	$ 2,357.14
40	Cable tray between tower and building, buriable post	WB-K110-B	$ 789.61	3	$ 1,875.00
41					
42		Tower Subtotal :	$ 19,267.57		
43					

Notes:
Building permit cost is unknown at this time. Building permit costs will be passed through to customer at 0% markup

Hardware Total		$	29,302.10
TAX %	9.05	$	2,651.84
Freight		$	1,800.00
Mobilization		$	650.00
Labor		$	17,581.26
Performance Bond		$	2,340.00
Project Total:		$	54,325.20

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

Customer Signature | Date | PO Number

TERMS AND CONDITIONS

All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs.All quotations are valid for 30 days from quotation date. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEEs, court FEEs and agency FEEs.

Durham COMMUNICATIONS INC

COMMUNICATION INTEGRATION & SOLUTIONS SINCE 1945

03-15-2012

RE: RFP 103111-2

Durham Communications RFP Response

Durham Communications has extensive experience with public safety communications systems as well as tower construction and site development. We have constructed towers for Asarco mine, the White Mountain Apache Tribe, San Carlos Apache tribe and most recently the three customers listed in the reference sheet.

Pinetop Lakeside has contracted us to construct a 100 foot tower to carry a number of microwave dishes. This is a very heavy tower and is currently in progress, the excavation is almost done and we anticipate pouring concrete in the middle or March.

Mescal Fire Department contracted us to construct a 70 foot tower of the same type as bid for this project, a smaller duty tower with a single slab foundation. We installed underground pipe for the coax on that project, which concluded in February of 2012.

Lastly, a private citizen named Ev Wittig contracted us to build not one but 5 separate towers in June of 2011 for his personal ham radio hobby. This work went quite well and we have a related recommendation sheet from him related to this project.

We can install the tower at the location given along with the required cable support structure to get the feedlines into the building. This should take a time period of less than 30 days from the time we break ground. For construction DCI will use its internal equipment. We do not intend to subcontract the work to another company.

Migrating the electronics from the existing site to the new site will be done by first installing new omni antennas on the new tower to complement the new coax feedlines. The existing omni antennas are not suitable for re-use. The directional yagi antennas can be reused as well as the 2.4 Ghz microwave panel system if desired. I believe the 2.4 Ghz microwave panel is currently supporting the network of the jail and we will want to investigate further prior to dismantling this link.

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To migrate the electronics we would first install the antenna systems on the new tower. We would then choose one of the IP-223 console audio interface boxes and the two radios attached to it and move it to the new location where it would be tested for functionality. When it tests successfully we would move another interface box and its radios, test, move another and so on until all units have been moved to the new location.

The soils report supplied is a boon and has saved a cost $3,500 from the project. This will allow the tower manufacturer to properly engineer and stamp the tower design, which is necessary to secure a building permit. The second unknown at this time is the permit process and associated cost for the city of Globe. This cost can rage from $0 if the city is feeling neighborly to the county to $6,000 which we have also encountered.

At this time we can not estimate the permitting cost but we can say that whatever permitting costs we encounter will be passed through to the county with no markup.

Another item is antenna combining. The current system has a gaggle of antennas with no regard to interference or other performance standards. This is not desirable for proper long term operation.

DCI can and desires to present combining options that will reduce the antenna count on the tower and prevent interference between the various radios in the system. This will save some cost on antenna hardware but will result in a net increase of the project cost since combining is more expensive that merely sticking another antenna on the tower. Although this is mentioned in the RFP this process can not be completed at this time without further system analysis.

We recommend that if combining is going to be installed it is installed prior to installing the new antennas and moving the radios. It can be done after the tower is installed.

Thank you for your consideration of our proposal.

Brian Durham
Durham Communications

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CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

April 26, 2012

Request for Proposal Clarification
Gila County Bid No. 103111-2
S.O. Tower Installation & Radio Equipment Relocation Project

A. Complete listing of the tower type (Manufacturer. Model Number):

New Tower: Pirod/Valmont Model 48-S940-80', 80' 900 Series SST
Used Tower: Pirod/Valmont U 4.5 x 80 File #108915

B. Each antenna description, type, model number, mounting type, etc.:

The antennas being used on the project are as follows (with spec sheets attached):

a) PC TEL MYA-1503K 150-170 MHz 3db gain VHF Yagi antenna – Pipe mount brackets
b) PC TEL MFB-1503 150-156 MHz 3db gain VHF omni fiberglass antenna – Pipe mount brackets
c) PC TEL MFB-1563 150-162 MHz 3db gain VHF omni fiberglass antenna – Pipe mount brackets
d) PC TEL MFB-4603 460-470 MHz 3db gain UHF omni fiberglass antenna – Pipe mount brackets
e) Andrew DB224A 150-160 MHz 6db gain VHF omni exposed dipole antenna – Pipe – Pipemount brackets

C. Transmission line(s), interconnect cables, etc:

a) The transmission lines will be Andrew LDF4-50A Heliax cable from the polyphaser to the antenna. (Spec sheet attached)
b) The interconnecting cable will be Times Microwave 3/8-inch LMR400 coaxial cable and will be used from the polyphaser to the radio equipment rack. (Spec sheet attached)

D. Any opportunity for overall antenna minimization (RF Management Equipment, Duplexers, Combiners, Crystal Filters, Cavities. Isolators, etc.):

Combining considerations:

The only combining available to decrease the antenna count by three (3) was to add two (2) EMR VHF duplexers to the two (2) ICOM FR3000 radios and one (1) EMR UHF duplexer to the ICOM FR4000 radio which combined the TX and RX antennas into one antenna on each radio. The use of a control station combiner on the other single port radios would result in a very low output of power to the antenna and Creative Communications could not guarantee the

coverage reliability of such low power. To be able to reduce the antenna count even further, new radio equipment would need to be purchased with separate receive and transmit ports similar to the ICOM FR3000 or the Motorola MTR3000. Then separate receive multi couplers and transmit combiners could be utilized to further decrease the antenna count and not result in unreasonable system losses that a control station combiner has.

E. Provide a "Best and Final Offer" for project:

CMC Communications took all mitigating factors into consideration when preparing our original bid to insure that we offered Gila County the best price without compromising quality and safety. Therefore, our "Best and Final Offer" remains unchanged:

Proposal with new Valmont tower: **$84,194.45**

Proposal with used Valmont tower: **$77,671.65**

Mark Phillips
Chief Operations Officer
CMC Communications, LLC
(623) 451-9519

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

S.O. Tower Installation & Radio Equipment Relocation Project
Gila County BID NO: 103111-2

SCOPE OF WORK

03/20/12

The following proposal is for installation of an eighty (80') foot self supporting tower capable of supporting an antenna flat plate surface twenty (20) square feet, and move all radio/communications/ancillary support equipment from one location to another.

The following items shall apply:

Outside Plant Work:

- Furnish and install a new 80' self support tower, anchor bolts and hardware.
- Install tower foundation per manufacture design.
- The tower will have capacity of supporting an antenna flat plate surface of twenty (20) square feet.
- Furnish and install new 12" wide ice bridge with 2 level trapeze.
- Furnish and install 70' vertical waveguide ladder.
- Furnish and install new R56 tower, ice bridge and waveguide port grounding.
- Furnish and install new 4 port transmission line entrance at building
- Furnish and install new external and internal buss bars on building and tie to new ground ring.
- Furnish and install 11 antennas and ½" heliax cables for the new tower and existing base stations.
- Install new antennas structure (hardware, connectors, coax) to allow for optimization of overall control station and systems performance.
- Install "high gain" VHF Omni directional antenna at top of new tower.

Inside Plant Work:

- Prepare the new dispatch equipment room with a cable tray from the cable port entrance from the tower to the equipment cabinets.
- Install #2 ground wire from the internal buss bar to the equipment cabinets for grounding of cabinets and equipment. Cabinet buss bars will be installed for equipment grounding. All grounding will be done to R-56 standards.

- All antennas will be terminated at the cable entrance with polyphaser lightning protection and grounded to the internal buss bar.
- All coax cables will be labeled and documented with tower location for future reference.
- All existing radio equipment will be removed and reinstalled in the new equipment room in the Gila County-provided cabinets.
- All radios, antennas, combiners, and receive multi-couplers will be tested for proper operation with the Telex dispatch consoles and field units.
- Remove all of the existing cabling and antennas from the existing building to be disposed of at Gila County's direction.
- Equipment relocation time will be coordinated with the Gila County project manager and the Gila County communications manager to minimize downtime and have an alternate dispatch in place. Gila County to provide the alternate dispatch during the move.
- New equipment and installation will have a one-year warranty on parts and labor.
- Equipment is presumed to be in good working order. If repairs are needed, such repairs will be billed on a separate change order.
- Equipment install, test and optimization, including grounding and sweep testing.
- Provide "As-Builts" for equipment installation. Also included details regarding IP addressing assignment(s) for all equipment/interface equipment.

The proposal for this work is: **$84,194.45**

Optional Pricing

Installing a **used** 80' self support tower which meets technical standards relating to wind loading and antenna structures.

Optional pricing with **used tower**: **$77,671.65**

General

- This work is expected to be performed during normal business hours (i.e., Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays).
- This quote is based on a continuous work schedule from start to completion.
- Normal payment terms are:
  - Fifty percent (50%) of contract due and payable upon execution of contract.
  - Remaining milestone terms payable net 30 days from invoice date as follows:
    - 25% of contract price upon delivery of the equipment to the field, items as shipped.

- 15% of contract price upon completion of installation and optimization.
- 10% of contract price upon acceptance.

This proposal is valid for 60 days.
If you have any questions or concerns please call.

Thank You
Coleen Collins, CEO
CMC Communications
Lake Havasu City, AZ
925-486-7224

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS

BID CALL 103111-2

S.O. TOWER INSTALLATION
&
RADIO EQUIPMENT RELOCATION PROJECT

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
Michael A. Pastor, Member

County Manager
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
103111-2

BID DUE DATE: **March 15, 2012** **TIME: 3:00 PM**

DESCRIPTION: **S.O. Tower Installation & Radio Equipment Relocation**

MANDATORY SITE VISIT: **March 2, 2012 10:00 AM**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided on pages 8-9 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: February 22 and 29, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Signed: _____ Date: 2 21 2012
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 2.21.12
Tommie C. Martin, Chairman, Board of Supervisors

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BIDDERS ARE HEREBY NOTIFIED

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures**, and must accompany the bidders proposal:

   - Qualification & Certification Form (Item No. 5 information included)
   - Price Sheet
   - Reference List
   - Intentions Concerning Subcontracting
   - Affidavit of No Collusion
   - Legal AZ Workers Act Compliance
   - Surety (Bid) Bond
   - Waiver of Liability & Release
   - Bidders Checklist & Addenda Acknowledgment
   - Offer Page

   Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked **"Bid No. 103111-2 S.O. Tower Installation & Radio Equipment Relocation"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, March 15, 2012,** on the date specified herein, to the Gila County Procurement Group at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 3:00 PM, March 15, 2012.**

4. **Rejection of Bids** -The County reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Arizona Contractor's License** **-Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**. This also includes all sub-contractors that will be performing any structure or ground-penetrating activities.

6. **Certificate of Insurance** –All certificates and endorsements are to be received and approved by the County prior to work commencing.

7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. Bid opening will be the only time, until bid award, this information will be revealed.

8. **Mandatory Pre-Bid Walk Through**
   There is a mandatory site walk through scheduled for Thursday, **March 2, 2012, 10:00 am**. Meeting shall be at the Gila County Sheriff's Office, 1100 South St., Globe, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

SCOPE OF WORK

The Gila County Sheriff's Office is seeking a qualified Contractor to provide and install a eighty (80') foot self supporting tower capable of supporting an antenna flat plate surface twenty (20) square feet, and will move all radio/communications/ancillary support equipment from one location to another.

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, drawings, materials, equipment, tools, and supplies required to complete the work in accordance with the specifications, and terms of the contract.

In this scope of work items indicated as "should" shall be considered as required while those indicated as "may" are subject to the discretion of and/or agreement between the contractor and the Gila County Sheriff's Office. Contractor is defined as the company/organization in responsible charge of all project implementation and associated activities.

There are no set working hours for this project. However, the successful bidder will have to be mindful of activities after-hours that have the potential to disturb nearby city residents. The center never closes and there is always a presence by Gila County employees on a 24/7 basis.

Equipment currently located at:

- Gila County Sheriff's Office Globe Arizona, 1100 South St., Globe, Arizona

Equipment to be relocated to:

- Gila County 911 Dispatch Center, 1342 E. Monroe St., Globe, Arizona
- Tower to be constructed on the northwest corner at the building

FCC Licenses Involved in Project:

- WPZQ440-1Pinal
- WQHJ853-c1AZTC, C350UT
- WPGS69-1MTORD

Requirements

This project includes; proper installation, bonding, grounding, suitable lightning protection, and antenna/RF management equipment necessary to provide the best communications support on behalf of the Gila County Sheriff's Office. This work also involves uninstalling all radio/communications/ancillary support equipment presently located at the Globe, Arizona Office of the Gila County Sheriff, relocating and installing all radio/communications/ancillary support equipment into the new 911 dispatch center located near the Gila County Courthouse in Globe (approximately 2 blocks away).

The present equipment includes, but is not limited to the following manufacturers:

- I-Com
- Vertex
- Telex/Vega
- Tait
- Motorola

A complete inventory of all radio equipment, frequencies, power output, antennas, etc. will be available at the mandatory site visit on March 2, 2012.

For technical specification clarification contact Undersheriff Adam Shepherd:

- Mailing address is Gila County Sheriff's Office, 108 West Main Street, Payson, Arizona 85541, or email to **ashepherd@co.gila.az.us**.

The various communications transmit and receive frequencies used at the Sheriff's Office should be considered to allow for implementation of proper RF management to optimize performance of the control/repeater stations, including but not limited to: isolators, bandpass filters, cavities, duplexers, etc. Interconnect cables should be double shielded or "hardline" type cable to minimize RF cable interconnection interference.

The existing antenna facility at the site should be considered as a part of the relocation project as well. The relocation should also include a new antenna structure and antennas to allow for the optimization of the overall control station systems performance. A "high gain" VHF omnidirectional antenna should be installed at the top of the 80 ft. tower. Directional antennas should be installed where appropriate. All transmission feed lines should be at least ½ inch diameter "hardline" or suitable alternative. The antenna structure should be a freestanding tower suitable for the task. All RF/antenna/tower equipment should be bonded and grounded in accordance with current engineering practice.

Components subject to normal deterioration should be installed as new equipment; other durable components with expected longevity and equivalent performance to new can be supplied as reconditioned.

The Sheriff's Office will work with the contractor to coordinate equipment relocation as to minimize interruption of service to first responders.

Equipment will be decommissioned from the racks at the Sheriff's Office and installed in the new Dell racks located at the 911 dispatch office.

The cabinets at the 911 dispatch office are on wheels and are moveable. The entire open space in the equipment room is available during activities related to this project. (Subject to technicians with other vendors who may be present to fix immediate problems in relation to other equipment.)

The unused equipment at the old location will be removed and either decommissioned (according to county procedures) or re-issued on the project.

Contractor will be responsible for providing their own Geotech report.

Contractor will provide drawings and suitable documentation for "as-built" equipment installation. Also to be included are details regarding IP addressing assignment(s) for all equipment / interface equipment.

Inspection of Work

All work shall be subject to inspection by the County. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Final Clean Up

Upon completion of the work and before acceptance the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, and rubbish.

Negotiations

It is the intent of the County to award a Contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bid documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the project in the event that all responsive bids exceed the project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

(a) Competence and responsibility of Bidder.
(b) Qualifications and experience of Bidder.
(c) Past performance of Bidder.
(d) Conformity with bidding requirements and general considerations.
(e) Record of timely completion on past projects.

Scope of Work continued...

Negotiations with Individual Contractors

Gila County shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) contractor's price or any information derived from competing bid prices or any information derived from competing bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The County shall keep a record of all negotiations.

For the purpose of conducting negotiations with contractors, the County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible contractors for the purpose of determining source selection and/or contract award.
(b) Exclusive Negotiations: A determination may be made by the County to enter into exclusive negotiations with the responsible contractor whose bid is determined in the selection process to be the most advantageous to Gila County.

Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

(a) A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful bidder.
(b) If exclusive negotiations are conducted and an agreement is not reached, the County may enter into exclusive negotiations with the next highest ranked contractor without the need to repeat the formal solicitation process.

Bonds and Proposal Guaranty

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment ponds.

- **Surety (Bid Bond)**: Proposals shall be accompanied by a 10 percent (10%) Surety (Bid) Bond of the total Contract price bid.

- **Performance Bond and Labor & Material Bond** covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one-hundred percent (100%) of the Contract Sum, shall be submitted in within five (5) days after notification of award of the contract.

Time of Completion

The awarded Contractor agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of the request for proposals and to comply construct the same and install the material herein, as called for by this the agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, stated in the proposal.

Work on this project shall start within no later than ten (10) calendar days of the Notice to Proceed, and shall be completed within the following limits:

- For construction in the contract documents, the project shall be completed within **One Hundred and Twenty (120)** calendar days of the Notice to Proceed.
- Should the contract time require extension for reasons beyond the Contractor's control, adjustments can be made by the County according to what the County deems as reasonable time.

GENERAL PROVISIONS

Laws to be Observed

The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinance

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

Permits, Licenses, and Taxes

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

Public Convenience and Safety

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractors Responsibility for Work

Until the County's final written acceptance of the entire completed work, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or governmental authorities.

Character of Workers, Methods, and Equipment

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Safety and Lost Control

The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting.

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", 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 EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the County Purchasing Department, from Contractor(s) to deliver the product(s), goods and services contained to establish a contract for specified location within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of the Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the 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 Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. The Contractor Checklist and Addenda Acknowledgement Form shall contain an acknowledgment of receipt of all Addenda.

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

Inquiries

Any questions related to this Request for Proposal 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 a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number.

However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received shall be on file in the Gila County Board of Supervisors office and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Invitation for Bids shall not be considered.

Submittal Proposal Format

It is required that Two copies (2 TOTAL) with original signatures on all two (2) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractors errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
(c) Failure to submit all required official bid forms.

The Proposal shall be submitted in a sealed envelope.

- Minimum of TWO (2) copies, all with ORIGINAL SIGNATURES, shall be provided by the Contractor.
- The words "REQUEST FOR PROPOSALS" with Proposal Title "S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION", Contract Number, "103111-2", Date "MARCH 15, 2012", and Time "3:00 PM" of Proposal opening shall be written on the envelope along with the name of the bidding Firm.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(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 proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor(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 Contractors who have submitted a proposal for this RFP have the right to protest. Protest of a proposed award or of an award must be filed within ten (10) days after 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.

All Protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash street, Globe, Arizona 85501.

Laws and Ordinances

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

EXHIBIT "B" CONTRACTORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, and/or representative's, awarded this or any portion of this contract by the County, by submitting proposals to this or any other solicitation requiring sealed proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature appearing on page 27, Contractors Offer Page, and Exhibit "D" Contractors Qualification and Certification form pages 17-18.

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 Request for Proposal 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 RFP. 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 Attorney, 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.

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 described in (A)(1) and (A)(2) above, 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.

Costs and Payments
Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment. All invoices shall be sent to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona, 85501.

IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Requirements of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

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 Contractor(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 Contractor 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.

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.

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: S.O. Tower Installation & Radio Equipment Relocation

Purpose:
It is the intent of Gila County to establish, by this Request for Proposals, a contract for the relocation and installation of existing communications equipment and tower installation for the Gila County Sheriff's Office.

SECTION 1.0
General:

1.1 Contractor should have adequate facilities to serve the needs of Gila County.

1.2 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.

1.3 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.4 Contractor shall review its Proposal submission to assure the following requirements are met.

- **1.4.1 One (1) original and One (1) copy, Two (2) total, all with original signatures shall be submitted**
- 1.4.2 Qualification and Certification Forms (pgs 17-18)
- 1.4.3 Price Sheet (pg 19)
- 1.4.4 Reference List (pg 20)
- 1.4.5 Intentions Concerning Subcontracting (pg 21)
- 1.4.6 No Collusion in Bidding (pg 22)
- 1.4.7 Legal Arizona Workers Act Compliance (pg 23)
- 1.4.8 Bid Bond (pg 24)
- 1.4.9 Waiver of Liability & Release (pg 25)
- 1.4.10 Checklist & Addenda Acknowledgment(page 26)
- 1.4.11 Offer Page (pgs 27)

SECTION 2.0
Bid Pricing:

2.1 The Contractor shall submit the Proposal in the form of a firm unit price. Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for the period the services are performed, canceled or extended as otherwise provided herein.

SECTION 3.0
Ordering and Delivery:

3.1 Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The County will assist the Contractor in arranging for inspection.

SECTION 4.0 Minimum Specifications: S.O. Tower Installation & Radio Equipment Relocation
Refer to page 4-7 scope of work. Any exceptions must be explained.

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

Insurance Provisions continued...

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

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

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

4. **Installation Floater** $_____

In an amount equal to the initial Contract Amount.

a. The County of Gila, Contractor, subcontractor and any others with an insurable interest in the work shall be Insured's on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.

e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

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

g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, Arizona, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash., St., Globe, Arizona, 85501**. The County project/contract number and project description are to 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.

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

BID NO. 103111-2

S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION

QUALIFICATION AND CERTIFICATION FORMS

Purpose
This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award for the S.O. Tower Installation & Radio Equipment Relocation Project.

The information may or may not be a determining factor in award.

Contract Number 103111-2 S.O. Tower Installation & Radio Equipment Relocation
The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   CMC Communications LLC
   PO Box 3450
   Lake Havasu City, AZ 86405
   928-486-7224 or 623-451-9519

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 Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with 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 must also provide at least the following information as part of the evaluation:**
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.
   g. Contractor and their employees must sign a waiver and submit to a background check and E-Verify check.

Qualification & Certification continued...

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** N/A (See attached)
(If Applicable)

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:** AZ 194129 B-2
(If Applicable)

Cideon Collins
Signature of Authorized Representative

Cideon Collins
Printed Name

CEO
Title

CREST
INSURANCE GROUP

5285 E. Williams Circle
Suite 4500
Tucson, AZ 85711

(520) 881-5760
(520) 325-3757 Fax

www.crestins.com

Personal Lines
Commercial Insurance
Employee Benefits
Bonds

CA dba:
Crest Tucson Insurance
Agency, LLC
CA License # 0H16070

March 19, 2012

CMC Communications, LLC
P.O Box 3450
Lake Havasu City, AZ 86405

Re: Company: Colorado Casualty Insurance Company
Policy Number: WC8637907
Policy Type: Workers Compensation
Effective Date: 03/19/2012

To Whom It May Concern:

Please be advised that there is no experience modifier assigned to this risk with regards to the Workers Compensation coverage.

The 2009-2012 Workers Compensation loss runs are attached showing there are no Workers Compensation claims filed.

Please let us know if you need any further information.

Sincerely,

Wendy R. Spikes

Wendy R. Spikes
Account Manager

Encl.

Colorado Casualty

Loss History

Loss Valuation Date:03/17/2012
The policy information below has been updated within the past 30 days.

Account Summary

Arizona Region

Insured: CMC COMMUNICATIONS LLC
PO BOX 3450
LK HAVASU CTY, AZ 86405-

Agency: CREST INSURANCE GROUP LLC
5285 E WILLIAMS CIRCLE #4500
TUCSON, AZ 857117456

Code: 5900144

Line Of Business	Prefix	Policy Number	Policy Term	Number of Claims	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total
Workers Comp	WC	8637907	03/19/2012 - 03/19/2013	0	$0	$0	$0	$0	$0
			03/19/2011 - 03/19/2012	0	$0	$0	$0	$0	$0
			03/19/2010 - 03/19/2011	0	$0	$0	$0	$0	$0
			03/19/2009 - 03/19/2010	0	$0	$0	$0	$0	$0
ALL YEARS				0	$0	$0	$0	$0	$0
WC TOTAL				0	$0	$0	$0	$0	$0
GRAND TOTAL				0	$0	$0	$0	$0	$0

This report is intended for informational purposes only, is subject to changes, and shall not be construed as an admission of liability. Reserve information is revealed only as a recognition of a potential exposure and does not necessarily represent the value of a claim or a decision that the claim should or will be paid.

Note: This report may not reflect recent claim payment transactions (up to 30 days) due to the bulk processing of multiple payments to like payees.

Colorado Casualty
Member of Liberty Mutual Group

Loss History

Loss Valuation Date:03/17/2012
The policy information below has been updated within the past 30 days.

Account Detail

Arizona Region

Insured: CMC COMMUNICATIONS LLC
PO BOX 3450
LK HAVASU CTY, AZ 86405-

Agency: CREST INSURANCE GROUP LLC
5285 E WILLIAMS CIRCLE #4500
TUCSON, AZ 857117456

Code: 5900144

Claim Number	Loss Date	Date Received	Location/ Bldg/Veh Number	Actual Paid Losses	Recovery Amount	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total	Claim Status
Claimant Name or Coverage Type			Risk State	Description of Loss							
Policy Number: WC 8637907							**Policy Term:** 03/19/2012 - 03/19/2013				
TOTAL				$0	$0	$0	$0	$0	$0	$0	
Policy Number: WC 8637907							**Policy Term:** 03/19/2011 - 03/19/2012				
TOTAL				$0	$0	$0	$0	$0	$0	$0	
Policy Number: WC 8637907							**Policy Term:** 03/19/2010 - 03/19/2011				
TOTAL				$0	$0	$0	$0	$0	$0	$0	
Policy Number: WC 8637907							**Policy Term:** 03/19/2009 - 03/19/2010				
TOTAL				$0	$0	$0	$0	$0	$0	$0	
GRAND TOTAL				$0	$0	$0	$0	$0	$0	$0	

This report is intended for informational purposes only, is subject to changes, and shall not be construed as an admission of liability. Reserve information is revealed only as a recognition of a potential exposure and does not necessarily represent the value of a claim or a decision that the claim should or will be paid.

Note: This report may not reflect recent claim payment transactions (up to 30 days) due to the bulk processing of multiple payments to like payees.

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

S.O. Tower Installation & Radio Equipment Relocation Project
Gila County BID NO: 103111-2

CMC Communications History & Information

CMC has over thirty years of experience in the telecommunications industry. We are hands on at every project and offer the very best quality from start to finish.
We have specialty crews available and capable of building communication sites from the ground up or upgrading an existing system or individual site. In addition, we have specialists available for project management and consulting.

CMC specializes in Civil Construction. We build turnkey telecommunications sites from breaking ground to site completion for turn-up and test. Additionally we specialize in the following areas:

- Install UPS systems, generators, radio equipment and commercial power
- Install shelter foundations, tower foundations and grounding systems
- Towers, antennas and transmission line installation
- Guy tower plumb and tension
- Guy anchor inspections
- Fencing, roads and road maintenance
- Well versed in R56 and Military standards
- Site surveys
- Upgrading existing cell and microwave sites
- Perform site inspections
- Site maintenance
- Project management and A&E services

At CMC providing quality work for our customer at competitive prices is the ultimate goal on every project. The quality of our work speaks for itself. A complete project should be exactly that: "COMPLETE" Returning to a project for unfinished or inadequate work is unacceptable. Finishing a project right the first time is one of the best values we can provide our customer.

Recent accomplishments include: Upgrading existing communication sites for XCEL Energy throughout New Mexico and Texas; Upgrading an existing 4 hop system (from Parker – Lake Havasu City) for Frontier Communications; System upgrades for Alaska P&T on sites only accessible by helicopter; and, building a complete wind and

solar powered LMR site at a remote location 2½ hours from the nearest services or utilities. Each project was completed on time with no call backs or punch list.

At CMC our leadership is innovative and we have the ability to change and grow with the industry. Our goal is to insure that our customers and their customers are completely satisfied, along with providing consistent quality work at competitive prices. CMC is venturing to become a major provider of services for civil construction, project management, site design and development. We will exceed expectations and continue to compliment and expand with the needs of our customer.

We look forward to working with you.

Respectfully,

Coleen Collins, CEO
CMC Communications
928-486-7224
ccollins@cmc-comm.com

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

INVITATION FOR BID NO. 103111-2
S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on specifications for the following Contract Price:

Firm Name: CMC Communications LLC

TOTAL CONTRACT PRICE, for the sum of $ 84,194.45
(Including all applicable taxes)

WRITTEN TOTAL CONTRACT PRICE

eighty-four thousand one hundred ninety-four **Dollars**

and forty-five **Cents.**

*Note: All taxes and labor shall be included in amount proposed.

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

S.O. Tower Installation & Radio Equipment Relocation Project
Gila County BID NO: 103111-2

SCOPE OF WORK

03/20/12

The following proposal is for installation of an eighty (80') foot self supporting tower capable of supporting an antenna flat plate surface twenty (20) square feet, and move all radio/communications/ancillary support equipment from one location to another.

The following items shall apply:

Outside Plant Work:

- Furnish and install a new 80' self support tower, anchor bolts and hardware.
- Install tower foundation per manufacture design.
- The tower will have capacity of supporting an antenna flat plate surface of twenty (20) square feet.
- Furnish and install new 12" wide ice bridge with 2 level trapeze.
- Furnish and install 70' vertical waveguide ladder.
- Furnish and install new R56 tower, ice bridge and waveguide port grounding.
- Furnish and install new 4 port transmission line entrance at building
- Furnish and install new external and internal buss bars on building and tie to new ground ring.
- Furnish and install 11 antennas and ½" heliax cables for the new tower and existing base stations.
- Install new antennas structure (hardware, connectors, coax) to allow for optimization of overall control station and systems performance.
- Install "high gain" VHF Omni directional antenna at top of new tower.

Inside Plant Work:

- Prepare the new dispatch equipment room with a cable tray from the cable port entrance from the tower to the equipment cabinets.
- Install #2 ground wire from the internal buss bar to the equipment cabinets for grounding of cabinets and equipment. Cabinet buss bars will be installed for equipment grounding. All grounding will be done to R-56 standards.

- All antennas will be terminated at the cable entrance with polyphaser lightning protection and grounded to the internal buss bar.
- All coax cables will be labeled and documented with tower location for future reference.
- All existing radio equipment will be removed and reinstalled in the new equipment room in the Gila County-provided cabinets.
- All radios, antennas, combiners, and receive multi-couplers will be tested for proper operation with the Telex dispatch consoles and field units.
- Remove all of the existing cabling and antennas from the existing building to be disposed of at Gila County's direction.
- Equipment relocation time will be coordinated with the Gila County project manager and the Gila County communications manager to minimize downtime and have an alternate dispatch in place. Gila County to provide the alternate dispatch during the move.
- New equipment and installation will have a one-year warranty on parts and labor.
- Equipment is presumed to be in good working order. If repairs are needed, such repairs will be billed on a separate change order.
- Equipment install, test and optimization, including grounding and sweep testing.
- Provide "As-Builts" for equipment installation. Also included details regarding IP addressing assignment(s) for all equipment/interface equipment.

The proposal for this work is: **$84,194.45**

Optional Pricing

Installing a **used** 80' self support tower which meets technical standards relating to wind loading and antenna structures.

Optional pricing with **used tower**: **$77,671.65**

General

- This work is expected to be performed during normal business hours (i.e., Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays).
- This quote is based on a continuous work schedule from start to completion.
- Normal payment terms are:
  - Fifty percent (50%) of contract due and payable upon execution of contract.
  - Remaining milestone terms payable net 30 days from invoice date as follows:
    - 25% of contract price upon delivery of the equipment to the field, items as shipped.

- 15% of contract price upon completion of installation and optimization.
- 10% of contract price upon acceptance.

This proposal is valid for 60 days.
If you have any questions or concerns please call.

Thank You
Coleen Collins, CEO
CMC Communications
Lake Havasu City, AZ
925-486-7224

CMC Communications Civil Bid Sheet

CMC Tower installation & Radio Equipment Relocation Project 03-17-2012

Site Name	New 80' Self Support Tower	Tower Foundation	Tower Grounding	Erect Tower	Antenna & Coax Installation	Ice Bridge	Ports & Buss Bar	Engineering & Project Management	Equipment Install, Test & Optimazation	Radio Equipment Material	Bid Bond	Taxes	Site Totals
Globe Gila Co. 103111-2 Bid	$17,645.30	$19,750.00	$3,200.00	$4,967.00	$3,825.00	$3,825.00	$950.00	$7,011.54	$6,050.00	$12,885.56	$2,423.52	$1,661.53	$84,194.45
													$0.00
													$0.00
													$0.00
Material & Labor Totals	$17,645.30	$19,750.00	$3,200.00	$4,967.00	$3,825.00	$3,825.00	$950.00	$7,011.54	$6,050.00	$12,885.56	$2,423.52	$1,661.53	$84,194.45

OPTIONS

Site Name	Used 80' Self Support Tower Option												
Globe Gila Co. 103111-2 Bid	$11,122.50												$11,122.50
													$0.00
													$0.00
													$0.00
Material & Labor Totals	$11,122.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,122.50

REFERENCE LIST

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.

References
Please list a minimum of three (3) references for projects of similar size and scope to the as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** DAWCOM
   Contact: Daryl White
   Phone: 903-887-9018
   Address: 630 Welch Lane, Gun Barrel City, TX 75156
   Project Name: XCEL Energy

2. **Company:** Frontier Communications
   Contact: Carolyn Dunshie
   Phone: 928-642-2904
   Address: 3405 Northern Ave, Kingman, Az 86409
   Project Name: Navajo to Peeples Upgrade

3. **Company:** Motorola Inc
   Contact: Charles M. Duke
   Phone: 870-533-1370
   Address: 1201 S.E. 28th Street, Bentonville, AR 72712
   Project Name: Site Development Ft. Huachuca AFB

CMC Communications LLC
Name of Business

Citron Collins
Signature of Authorized Representative

CEO
Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 103111-2 S.O. Tower Installation & Radio Equipment Relocation** 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, and phone 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.

CMC Communications LLC
Name of Firm

Citron Collins
By: (Signature)

CEO
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Mohave)

Coleen Collins
(Name of Individual)
being first duly sworn, deposes and says:

That he is Chief Executive Officer
(Title)
of CMC Communications LLC and
(Name of Business)

That he is bidding on **Gila County BID NO. 103111-2 S.O. Tower Installation and Radio Equipment Relocation, Globe** and,

That neither he nor anyone associated with the said

CMC Communications LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

CMC Communications LLC
Name of Business

Coleen Collins
By

CEO
Title

Subscribed and sworn to before me this 20 day of March, 2012.

P. Lynn Colton
Notary Public

My Commission expires: 12-18-2012

P. LYNN CALTON NOTARY PUBLIC Exp. 12/18/12 MOHAVE COUNTY, AZ

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

Gideon Collins

Signature of Authorized Representative

Gideon Collins

Printed Name

CEO

Title

SURETY (BID) BOND
(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned CMC Communications, L.L.C., as Principal, hereinafter called the Principal, and Western Surety Company a corporation duly organized under the laws of the State of South Dakota, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION
GILA COUNTY SHERIFF'S OFFICE, ARIZONA, BID CALL NO. 103111-2

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: March 20, 2012

Principal CMC Communications, L.L.C.

By Coleen Collins

Title CEO

Surety Western Surety Company

By Attorney-in-Fact
Patricia A. Stump

Address, Attorney-in-Fact
5285 E. Williams Circle, #4500
Tucson, AZ 85711

Subscribed and sworn to before me

This 20th **day of** March **,20** 12

My commission expires: 1/3/2014
Notary Public

MELODY J. STOCKTON
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
JANUARY 3, 2014

POWER OF ATTORNEY

Know All Men by These Presents: (Irrevocable)

No. SP- 43390592

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

ONE [1] authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
PATRICIA ANN STUMP	

in the City of TUCSON, State of ARIZONA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (**1,000,000.00).
****
****
****

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of MARCH 31 2016, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruflat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

D. Krell
Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 20TH day of MARCH 2012

WESTERN SURETY COMPANY

By Paul T. Bruflat
Senior Vice President

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

Form 749-12-2006

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. →

WAIVER OF LIABILITY AND RELEASE FORM
GILA COUNTY SHERIFF'S OFFICE

In consideration of the Gila County Sheriff's Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I _____ **hereby** irrevocably agree to the following terms and conditions: (Please Print)

1. The term "back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contact, to determine my fitness as a candidate for employment with Gila County.

2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action any officer, agent or employee of Agency who may conduct my background investigation.

3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.

4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions they may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.

5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.

6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.

7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award opportunity of the Agency, based on information received from the background investigation. ***Read carefully before signing.***

See Attached _____ 3/20/12 _____

Signature **Date**

_____

Printed Name

Revised August 2005 Form 0508.006

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

S.O. Tower Installation & Radio Equipment Relocation Project
Gila County BID NO: 103111-2

As CMC Communications' employees are not hereby candidates for employment with Gila County, and as it is standard business practice to limit background investigations related to performance or work of the same nature as defined by the solicitation, we shall only agree to our employees signing waivers that limit the information and sources of information to publicly-available documents and law enforcement databases. CMC Communications performs E-Verify checks on prospective employees and acknowledges and will comply with the County's requirement for E-Verify checks. At no time will CMC Communications require employees to agree to Gila County obtaining or contacting any and all sources of information that the Gila County Sheriff's office, at its sole discretion, may deem necessary to obtain or contact in the course of background investigations related to the solicitation or any contract(s) resulting from the solicitation. At no time will CMC Communications require employees to release from liability and promise to hold harmless under any and all possible causes of legal action any officer, agent, or employee of Gila County or the Gila County Sheriff's Office who may conduct a background investigation that includes obtaining or contacting sources of information beyond publicly-available documents and law enforcement databases; or release from liability and promise to hold harmless under any and all possible causes of legal action the political subdivision, the Gila County Sheriff's Office, or any of its officers, agents, or employees for any statements, acts, or omissions in the course of such a background investigation. At no time will CMC Communications require employees to waive any legal privileges including, but not limited to, the attorney-client privilege, the physician-patient privilege, the psychotherapist-patient privilege, the clergyman-penitent privilege, the husband-wife privilege, and the accountant-client privilege. CMC Communications shall not release any rights of action arising from the denial of bid award opportunity based on information received from any background investigation of employees that obtains or contacts sources of information beyond publicly-available documents and law enforcement databases.

Colleen Collins
Signature

3/20/12
Date

Colleen Collins
Printed Name

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

Bid No. 103111-2

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
REFERENCE LIST	✓
BID PROPOSAL	✓
PRICE SHEET	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS CONCERNING SUBCONTRACTING	✓
SURETY (BID) BOND	✓
WAIVER OF LIABILITY & RELEASE	✓
ADDENDA ACKNOWLEDGMENT	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	CC	CC	CC	CC	
Date		3/7	3/13		

Signed and dated this 20 day of March, 20 12

CMC Communications LLC
Contractor:

Cidon Collins
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Bids: Bid No. 103111-2 S.O. Tower Installation & Radio Equipment Relocation. All proposals shall be filed with the Gila County Procurement Group in the at 1400 E. Ash St., Globe, AZ on or before March 15, 2012, 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

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.

CONTRACT NUMBER: 103111-2 S.O. Tower Installation and Radio Equipment Relocation

Firm Submitting Proposal:

CMC Communications LLC
Company Name

PO Box 3450
Address

Lake Havasu City, AZ 86405
City State Zip

For clarification of this offer, contact:

Name: Mark Phillips

Phone No.: 623-451-9519

Fax 928-453-1860

Email: mphillips@cmc-comm.com

Coleen Collins
Signature of Authorized Person to Sign

Coleen Collins
Printed Name

CFO
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor ***CMC Communications LLC*** is now bound to provide the materials or services listed in Invitation for Bid No.: 103111-2 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as ***Contract No. 103111-2***. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS:

_____
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

CMC COMMUNICATIONS
Cellular/Microwave Civil Construction & Management
PO BOX 3450
LAKE HAVASU CITY, AZ 86405

April 26, 2012

Request for Proposal Clarification
Gila County Bid No. 103111-2
S.O. Tower Installation & Radio Equipment Relocation Project

A. Complete listing of the tower type (Manufacturer, Model Number):

New Tower: Pirod/Valmont Model 48-S940-80', 80' 900 Series SST
Used Tower: Pirod/Valmont U 4.5 x 80 File #108915

B. Each antenna description, type, model number, mounting type, etc.:

The antennas being used on the project are as follows (with spec sheets attached):

a) PC TEL MYA-1503K 150-170 MHz 3db gain VHF Yagi antenna – Pipe mount brackets
b) PC TEL MFB-1503 150-156 MHz 3db gain VHF omni fiberglass antenna – Pipe mount brackets
c) PC TEL MFB-1563 150-162 MHz 3db gain VHF omni fiberglass antenna – Pipe mount brackets
d) PC TEL MFB-4603 460-470 MHz 3db gain UHF omni fiberglass antenna – Pipe mount brackets
e) Andrew DB224A 150-160 MHz 6db gain VHF omni exposed dipole antenna – Pipe – Pipemount brackets

C. Transmission line(s), interconnect cables, etc:

a) The transmission lines will be Andrew LDF4-50A Heliax cable from the polyphaser to the antenna. (Spec sheet attached)
b) The interconnecting cable will be Times Microwave 3/8-inch LMR400 coaxial cable and will be used from the polyphaser to the radio equipment rack. (Spec sheet attached)

D. Any opportunity for overall antenna minimization (RF Management Equipment, Duplexers, Combiners, Crystal Filters, Cavities, Isolators, etc.):

Combining considerations:

The only combining available to decrease the antenna count by three (3) was to add two (2) EMR VHF duplexers to the two (2) ICOM FR3000 radios and one (1) EMR UHF duplexer to the ICOM FR4000 radio which combined the TX and RX antennas into one antenna on each radio. The use of a control station combiner on the other single port radios would result in a very low output of power to the antenna and Creative Communications could not guarantee the

coverage reliability of such low power. To be able to reduce the antenna count even further, new radio equipment would need to be purchased with separate receive and transmit ports similar to the ICOM FR3000 or the Motorola MTR3000. Then separate receive multi couplers and transmit combiners could be utilized to further decrease the antenna count and not result in unreasonable system losses that a control station combiner has.

E. Provide a "Best and Final Offer" for project:

CMC Communications took all mitigating factors into consideration when preparing our original bid to insure that we offered Gila County the best price without compromising quality and safety. Therefore, our "Best and Final Offer" remains unchanged:

Proposal with new Valmont tower: **$84,194.45**

Proposal with used Valmont tower: **$77,671.65**

Mark Phillips
Chief Operations Officer
CMC Communications, LLC
(623) 451-9519

Request for Proposal Clarification

Gila County Bid No. 103111-2

S.O. Tower Installation & Radio Equipment Relocation Project

April 20, 2012

After extensive review of all proposals for Bid No. 103111-2 Gila County has chosen to submit to all bidders a Request for Proposal Clarification and enter into Concurrent Negotiations per page 6 of the bid documents which reads as follows:

Gila County shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) contractor's price or any information derived from competing bid prices or any information derived from competing bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The County shall keep a record of all negotiations.

For the purpose of conducting negotiations with contractors, the County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible contractors for the purpose of determining source selection and/or contract award.
(b) Exclusive Negotiations: A determination may be made by the County to enter into exclusive negotiations with the responsible contractor whose bid is determined in the selection process to be the most advantageous to Gila County.

Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

(a) A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful bidder.
(b) If exclusive negotiations are conducted and an agreement is not reached, the County may enter into exclusive negotiations with the next highest ranked contractor without the need to repeat the formal solicitation process.

Please provide the information requested below for proposal evaluation purposes. The information is requested to better clarify and understand the lump sum totals provided by the bidder so please be detailed in your description. Information provided will be incorporated into the bidder's original proposal documents and will be incorporated into the contract between Gila County and the contractor awarded the contract.

After reviewing the proposals and considering the possibility of ten or more antennas installed along the tower length, Gila County is concerned about overall tower loading. Consequently, Gila County now requires that the proposals be amended to include the opportunity for antenna number minimization if possible. The County understands the need for VHF, VHF directional antennas, UHF directional antennas, as well as other higher frequency antenna structures (Wi Fi) to allow for future communications needs of the County.

In making this change to the proposals, bidders will not need to allow room on the tower for large microwave antennas (>2 foot diameter). Any future large microwave antennas will be installed on a separate structure.

PLEASE PROVIDE DETAILED INFORMATION

A. **Complete listing of the tower type (Manufacturer, Model Number)**

B. **Each antenna description, type, model number, mounting type, etc.**

C. **Transmission line(s), interconnect cables, etc.**

D. **Any opportunity for overall antenna minimization (RF Management Equipment, Duplexers, Combiners, Crystal Filters, Cavities, Isolators, etc.).**

E. **Provide a "Best and Final Offer" for project.**

Please include this request along with your responses in a sealed envelope as follows:

RESPONSES DUE: MONDAY, APRIL 30, 2012, 3:00 PM

SUBMITTAL LOCATION: **GILA COUNTY PURCHASING**
ATTN: VALRIE BEJARANO
1400 E. ASH STREET
GLOBE, AZ 85501

ADDENDUM #1

Gila County Bid No. 103111-2

S.O. Tower Installation & Radio Equipment Relocation Project

The following amendments are hereby incorporated into the bid documents for the above stated project:

February 24, 2012

Corrections to Bid Document

- Page 3, Item #8, **Mandatory Pre-Bid Walk Through**

  There is a mandatory site walk through scheduled for ~~Thursday~~ Friday **March 2, 2012, 10:00 am.**

- Page 4, ***Requirements***, paragraph 4

  For technical specification clarification contact ~~Undersheriff Adam Shepherd~~ Lt. Mike Johnson:
  - Mailing address is Gila County Sheriff's Office, ~~108 West Main Street, Payson, Arizona, 85541, or email to~~ ~~ashepherd@co.gila.az.us~~, 1100 South Street, Globe, Arizona, 85501, or email to mjohnson@co.gila.az.us.

ADDENDUM #2

Gila County Bid No. 103111-2

S.O. Tower Installation & Radio Equipment Relocation

The following amendments are hereby incorporated into the bid documents for the above stated project:

March 7, 2012

BID DUE DATE HAS BEEN CHANGED TO: *3:00 PM, THURSDAY, MARCH 22, 2012*

- Questions will be accepted until 4:00 pm, Friday, March 9, 2012, and answers sent out as an addendum by 12:00 noon, Tuesday, March 13, 2012.
- Send all questions to vbejarano@co.gila.az.us.

Attachments

- Exhibit "A", List of items available for re-use on project.
- Exhibit "B", Geotechnical Engineering Report
- Exhibit "C", Mandatory Walk Through Sign-In List

Gila County Sheriff's Office

Gila County Communications Center Tower Project

11-AZDOHS-HSGP-888303-01

Gila County Request for Bids 103111-1

List of items available for re-use on this project

Item #	Description	Spectrum	Make	Model	Appx Age	Control For
1	Base Station Radio	VHF	I-Com	FR-3000	7	1 Pinal
2	Base Station Radio	VHF	I-Com	FR-3000	7	1 MTORD
3	Base Station Radio	UHF	I-Com	FR-4000	7	AIRS 3
4	Mobile Control Station	VHF	Motorola	CDM-1250	2	Canyon FD
5	Mobile Control Station	VHF	Motorola	XPR-4550	1	Tri City FD
6	Mobile Control Station	VHF	Tait	TM-8200	6	C1AZTC
7	Mobile Control Station	VHF	Tait	TM-8200	6	C2NORT
8	Mobile Control Station	VHF	Tait	TM-8200	6	C3SOUT
9	Mobile Control Station	VHF	Vertex	VX-2000	~11	3MTORD
10	5 IP/Radio Interfaces	N/A	Telex	IP-223	6	Various
11	Standby Repeater	VHF	Motorola	MTR-2000	Unk.	1 Pinal Rpt.
12	Point to Point Wi-Fi	GHz			~3	Network
13	X Omni-Directional Antennas	VHF	Various	N/A	<11	Various
14	X Omni-Directional Antennas	UHF	Various	N/A	<11	Various
15	X Uni-Directional Antennas	VHF	Various	N/A	<11	Various
16	X Uni-Directional Antennas	UHF	Various	N/A	<11	Various
17	Standby Repeater	N/A	Various	N/A	<11	Various
18	2 x 12 and 1 x 24 Power Supply	N/A				

Important Points to Remember:

1. The antenna system for the standby repeater is essential to the project
2. All employees/subs will be subject to background and E-Verify checks
3. Don't forget sales tax on applicable items
4. Not looking for lowest bid, looking for conformity to requirements for amount stated
5. Any FCC issues with licensing will be resolved by the Sheriff's Office at no cost to successful bidder
6. Components subject to normal deterioration should be installed as new equpment; other durable components with expected longevity and equivalent performance to new can be supplied as reconditioned
7. The Sheriff's Office will work with the winning contractor to coordinate equipment relocation as to minimize interruption of service to first responders.

FCC Licenses involved in this project:

WPZQ440- 1Pinal

WQHJ853- C1AZTC, C3SOUT

WPGS695- 1MTORD

Exhibit "B"

ATL, INC.

Excellence In Quality

Q.A./Q.C. ENGINEERING CONSULTANTS

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ATL, INC.
Excellence In Quality
Q.A./Q.C. ENGINEERING CONSULTANTS
GEOTECHNICAL • CIVIL • ENVIRONMENTAL

April 28, 2010

Mr. Steve Stratton
Public Works Director
Gila County
1400 E Ash Street
Globe, Arizona 85501-1414

Re: Geotechnical Investigation Report
Gila County Sheriff's Building
Globe, Arizona
ATL Job No. 210068

Dear Mr. Stratton:

This Report presents the results of a geotechnical investigation performed for the proposed new Sheriff's Building for Gila County in Globe, Arizona. The building will be a single story and 7,500 ft^2 in area. The purpose of the investigation was to determine the onsite soils support capability and provide general foundation support recommendations. Field exploration, laboratory test results and engineering analysis are presented in this Report including guidelines for the re-use of the onsite material during construction.

The exploration program consisted of drilling two boreholes each to a depth of 15 feet to obtain samples and provide preliminary soil classifications and in-situ moisture conditions. The laboratory testing provided the data used to determine the classification and the support capability of the in-situ soils as well as their use as construction material.

ATL has appreciated the opportunity to be of service to Gila County and looks forward to continued association on future projects. Should any questions arise, please do not hesitate to contact us at your earliest convenience.

Prepared by:

Registered Professional Engineer (Civil) CERTIFICATE NO. 47424 POTO CHONGO Date Signed 4/28/2010 ARIZONA, U.S.A.

Poto Chongo, P.E.
Senior Geotechnical Engineer

Expires 3/31/2011

Reviewed by:

Registered Professional Engineer (Civil) CERTIFICATE NO. 22719 DAVID PRESTON HAYES Date Signed 4/28/10 ARIZONA U.S.A.

David P. Hayes, P.E.
Executive Vice President

Expires 3/31/12

GEOTECHNICAL INVESTIGATION REPORT

FOR

GILA COUNTY PUBLIC WORKS

PROJECT

NEW GILA COUNTY SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL JOB NO. 210068

Prepared by:

Poto Chongo, P.E.
Senior Geotechnical Engineer

Registered Professional Engineer (Civil) CERTIFICATE NO. 47424 POTO CHONGO Date Signed 4/28/10 ARIZONA, U.S.A.

Expires 3/31/2011

Reviewed by:

David P. Hayes, P.E.
Executive Vice President

Registered Professional Engineer (Civil) CERTIFICATE NO. 22719 DAVID PRESTON HAYES Date Signed 4/28/10 ARIZONA U.S.A.

Expires 3/31/12

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GEOTECHNICAL INVESTIGATION REPORT

FOR

GILA COUNTY PUBLIC WORKS

PROJECT

NEW GILA COUNTY SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL JOB NO. 210068

1.0 PROJECT DESCRIPTION

This Report presents the results of a geotechnical investigation conducted for the planned New Gila County Sheriff's Building. The County intends to construct a slab and footings for a one-story, 7,500 ft^2 building and place a used steel frame for the structure. The project is located in Globe, Arizona.

2.0 GEOLOGIC DESCRIPTION

The project site is located in Globe, Arizona and lies within the Pinal Creek Basin bounded by Pinal Mountains to the south and Apache Peaks and Globe Hills to the east. This area is characterized by typical basin and range structure with northwest trending ranges of igneous and metamorphic rocks separated by valleys filled with alluvial deposits. Within the Pinal Creek Basin, there are two main strata of soils above the bedrock: Gila Conglomerate and unconsolidated alluvial deposits. The sediments of the Gila Conglomerate were derived from the late Cenozoic Era block faulting. The unconsolidated alluvial deposits stratum above the bedrock is 150 feet thick and 900 to 2,400 feet wide.

3.0 SCOPE OF WORK

ATL's work scope was to determine the subsoil supporting capability for the new buildi structure and present general recommendations for foundations and re-use of native mater for construction. The data obtained from the field effort and laboratory testing was used produce this geotechnical report which presents the following information:

- Allowable bearing capacity and differential and total settlements.
- Lateral pressures using native soil backfill.
- Potential uses for excavated in-situ material.

Included in this Report are copies of the borehole logs, a borehole location map, a vicin map, and a summary of the laboratory tests performed for the project. Four (4) copies of t hard-bound Report, along with an electronic copy, PDF format are provided for your us Remaining soils samples will be stored for 30 days after completion of the Report and th discarded unless previous arrangements are made.

4.0 EXPLORATION PROGRAM

For the project, the proposed drilling depth of the two (2) boreholes was 15 feet below exist grade. Refusal was encountered before the proposed depth, resulting in the termination of two boreholes at 11.5 feet and 13 feet. A CME 75, truck-mounted drill rig, owned operated by D & S Drilling, utilizing a 8-inch O.D. hollow stem auger, was used to perform drilling and sampling of the subsurface soils. Standard Penetration Tests (SPT's) we performed at 2.5 feet, 5 feet, and at 5 -foot intervals thereafter to the bottom of each boreh A 140-pound hammer dropping 30 inches was used to drive the split spoon sampler inches. Blow counts were recorded for each 6-inch interval and then summed for the last inches. This is the uncorrected "N" value at that depth. All laboratory testing was perform on soil samples obtained for the SPT sampler or bulk samples off the auger flights.

Upon completion of drilling, all bore holes were backfilled with spoils obtained during drilli The areas adjacent to each of the bore holes were cleaned of all excess soil. All samp obtained were transported to ATL's Phoenix laboratory for testing.

5.0 LABORATORY TESTING

Upon receipt of the samples in the laboratory, test type and quantity were assigned indicated in Table 5.0:

Table 5.0 – Laboratory Testing Schedule

Test	Quantity	Method
Sieve Analysis	2	ASTM D-422
Plasticity Index	2	ASTM D-4318
Moisture Content	2	ASTM D-4959
Standard Proctor	1	ASTM D-698

- Visual field classifications were modified by the results of laboratory testing (*Sieve Analysis* and *Plasticity Index)* and classified in accordance with the *Unified Soils Classification System*.

- *In-situ Moisture Content* tests were performed to determine the amount of water present in the soil at the time of sampling.

- *Standard Proctor Analysis* was completed to determine the relationship between the maximum dry density and optimum moisture content of the tested material.

6.0 SUMMARY OF EXISTING CONDITIONS

The existing conditions presented in the subsections below were derived from field observations and laboratory test results.

6.1 Field Observations

- The material encountered in the top 13.0 feet of drilling was SAND and GRAVEL with varying amounts of clay and silt.

- The material did not react to hydrochloric acid.

- The uncorrected "N" values determined from the Standard Penetration Tests (SPT) in the top 5 feet, ranged from 10 to over 50 blows per foot (stiff to hard). Below 5 feet to the bottom of the boreholes, the blow counts varied from 46 to over 50 blows per foot (very firm to hard).

- Ground water was not encountered during the investigation. This observation represents the conditions at the time of exploration and may not be indicative of other conditions at other times during the year. The Owner should be aware that soil moisture conditions will fluctuate with varying local conditions, changes in surface and subsurface drainage patterns and contributing adjacent land areas.

6.2 Laboratory Test Results Summary

The laboratory tests results are summarized in Tables 6.2a through 6.2c be

- Table 6.2a below summarizes the soil classification properties:

Table 6.2a – Soil Properties

Borehole No.	Depth (ft)	Soil Classification	Minus 200 (%)	Plasticity Index	Liquid Limit
B-1	0.0 – 7.0	SC	23	16	36
B-2	5.0 – 10.0	GC-GM	17	6	24

- Table 6.2b presents the subsoil in-situ moisture contents at various dep

Table 6.2b – In-Situ Moisture Content

Borehole No.	Depth (ft)	In-Situ Moisture Content (%)
B-1	7.0	2.8
B-2	10.0	3.4

- Table 6.2c presents the standard proctor value of the sampled on-site S

Table 6.2c –Maximum Dry Density

Borehole No.	Depth (ft)	Soil Classification	Maximum Dry Density (pcf)	Optimum Moisture (%)
B-1	0.0 – 7.0	SC	123.7	10.2

7.0 DISCUSSION AND RECOMMENDATIONS

Recommendations presented in the following sections are based on the assumption soils encountered during construction will be similar to those encountered in the Because the test borings represent a very small statistical sampling of subsurface co it is possible that conditions may be encountered during construction that are sub different from those indicated by the soil test borings. If variations are note construction, or if changes are made in the site plan, structural loadings, etc., ATL s notified to determine if the design elements need revising.

7.1 Foundation Design Recommendations

The soil in the top 13 feet was generally well consolidated as indicated by high "N" values from the field investigation. However, scarification and re-compaction of the foundation bearing material in the top 8 inches will be required to eliminate localized soft spots and ensure uniform compaction below foundation elements. This will minimize both the total and differential settlements. Compaction requirements are specified in Section 8.0.

Because the vertical loadings were unknown at time this report was published, ATL assumed maximum concentrated loads of 50 kips and if used, continuous footing loads of 3 kips per foot. All foundations, including exterior wall footings, should bear on native granular material. A one-third increase in allowable bearing capacity is permissible when considering wind or seismic loadings. Allowable bearing capacity values presented in the following Table 7.1 are "net" values, ignoring the weight of the concrete in the footings. Also note that "finish grade" references are to the lowest adjacent outside final grade for perimeter footings and for the floor elevation for interior spread footings.

Table 7.1 – Foundation Parameters

Item	Spread Footings	Continuous Footings
Coefficient of Friction	0.35	0.35
Vertical Load (Estimated)	30 kips	3 kips/ft
Footing Bearing Material	8 inches of scarified and re-compacted Native Granular Material	8 inches of scarified and re-compacted Native Granular Material
Minimum Depth Embedment Below Grade	18 inches	18 inches
Allowable Bearing Capacity	3,000 psf	3,000 psf
Estimated Friction Angle	37°	37°
Anticipated Settlements Total: Differential:	 Less than 0.5 inch Less than 0.5 inch	 Less than 0.5 inch Less than 0.5 inch
Modulus of Subgrade Reaction(k)	250 pci	250 pci

When constructing the foundations, the following conditions must be followed:

1. Positive drainage away from building foundations must be created around the entire perimeter, both during construction and after completion.
2. During construction, footing bottoms should be cleaned and loose material removed prior to steel reinforcement and concrete placement.
3. Density tests must be conducted on material placed in the over-excavated areas below the bottom of the footings.

4. ATL should be contacted to inspect the footings after the density tests have been completed to verify that the guidelines presented in this report have been met.

7.2 Building Slab-On-Grade

A layer of aggregate base at least 4-inches thick shall be compacted between the concrete slab and the 8 inches of scarified subgrade material. Compaction requirements are presented in Table 8.6. If moisture sensitive floor coverings are used, then consideration should be given to the installation of a suitable vapor barrier below the slab.

It is important that control and expansion joints be used in the concrete slabs, properly spaced and properly constructed. Control joints, if sawed, must be no less that 1/3 the slab thickness and must be constructed before the concrete hardens, usually within three (3) hours of concrete placement. If a concrete hardener is used, it must be compatible with mix admixtures and should be constructed so that concrete laitance is not brought to the surface. If not controlled, excessive shrinkage may occur and result in "crazing" of the surface.

7.3 Lateral Pressures

Table 7.3 provides an equivalent fluid pressure analysis, developed by Rankine, for the native granular soils. The values shown are based on the assumption that the backfill soils will be compacted to 95% of the standard proctor maximum dry density at optimum moisture content. Estimated values are presented in Table 7.3:

Table 7.3 –Lateral Pressures

Description	Granular Native Soils
Friction Angle	37°
Wet Unit Weight at 95% Compaction	130.0 pcf
Active Pressure	32 psf/ft
Passive Pressure	523 psf/ft*
At-Rest Pressure	52 psf/ft

*Wall movement typically occurs near 350 psf/ft.

7.4 Seismic Design Parameters

A Site Class designation of D should be used for the site per Table 1615.1.1 of the 2006 International Building Code (IBC) because the subsoils were not investigated to a depth of at least 100 feet. The following seismic parameters may be used for design.

Table 7.4 –Seismic Design Parameters

Seismic Parameter Description	Value
MCE* Spectral Response Acceleration for 0.2 Second Period, S_s	0.30
M CE* Spectral Response Acceleration for 1.0 Second Period, S_s	0.08
Site Coefficient, F_a	1.6
Site Coefficient, F_v	2.4
MCE* Spectral Response Acceleration Adjusted for Site Class, S_{MS}	0.48
MCE* Spectral Response Acceleration Adjusted for Site Class, S_{M1}	0.19
5% Damped Spectral Response Acceleration, S_{DS}	0.32
5% Damped Spectral Response Acceleration, S_{D1}	0.13

*MCE= Maximum Considered Earthquake

7.5 Pavement Design Recommendations

The newly constructed pavements on this site will consist of an entry off of Ash Street and the parking lot. The pavement will be subjected to medium passenger car, pick-up truck and delivery truck traffic.

The pavement section for this type of pavement is typically constructed of asphaltic concrete (AC), over an aggregate base, over a prepared subgrade.

For the design of the pavement section, ATL used the National Stone Association Flexible Pavement Design Guide developed by the US Corps of Engineers. The pavement section was designed using the following parameters:

- Subgrade classified as "Good".
- Medium traffic

A Design Index of DI-1 was determined from the above parameters. Using these parameters, the following pavement sections were recommended:

Table 7.5a – AC Pavement Component Thickness

Location	AC (in.)	ABC (in.)	Subgrade
Parking and Access Drives	3.0	4.0	Native Material

It is recommended that Portland Cement Concrete Pavement (PCCP) be used in areas that will experience heavier stationary loads, such as trash dumpster pads and loading areas.The recommended non-reinforced rigid pavement is as follows:

Table 7.5b- PCCP Pavement Component Thickness

Location	PCCP (in.)	ABC (in.)
Trash Collection Areas	5.0	4.0

7.6 Landscaping and Drainage

Positive drainage away from structures should be incorporated into the design plans. Ponding of water adjacent to the building and/or pavement could contribute to significant moisture increases in the subgrade soils and subsequent movement of subgrade. Final grades around the new structure should be such that at least a 5% slope away from the exterior walls exists, with water eventually draining into designated collection areas or gutters.

Landscaping requiring regular watering should be planted no closer than five (5) feet from the building foundations and should utilize plants with low water needs. It will also be necessary to maintain drainage away from the structure footprint area during construction and the contractor should be required to submit a drainage plan showing how he intends to do this. In no case should long term ponding of water be allowed near the building during or after construction.

7.7 Utilities

Utility trenches are typically poorly compacted and settle over time. Compaction testing and full time inspection must be conducted to ensure conformance to compaction and moisture content specifications. The width of the trenches should also be minimized as much as possible to reduce the effect on differential settlement.

8.0 GENERAL CONSTRUCTION RECOMMENDATIONS

For this project, ATL recommends that the Maricopa Association of Governments Standard Specifications (MAG) be used as a base specification. The following subsections provide additional details that may be used in the special provisions. The Designer has the option to use any appropriate specification as long as the pavement design is not compromised.

8.1 Site Preparation

Concrete pavement, building rubble, concrete foundations and any other debris noted at or below the existing ground surface should be removed as part of the site preparation for the proposed construction area. In all new fill and excavation areas, vegetation, topsoil, roots and other deleterious materials (typically 4 to 6 inches), deemed unsuitable shall be removed from the proposed construction areas, and replaced with controlled fill. Site clearing, grubbing and stripping will need to be performed only during dry weather conditions. Operation of heavy equipment on the site during wet conditions could result in excessive rutting and mixing of organic debris with the underlying soils. The Owner should be contacted to observe the excavation to verify and document that all unsuitable material is removed.

8.2 Excavation and Backfill

Granular material excavated from utility cuts may be re-used as backfill or as fill in areas where slab or foundation is to be constructed. However, fine-grained material should not be used for this purpose.

Excavations for this project shall conform to the OSHA Health and Standards, 29 CFR Part 1926 requirements. It is recommended that the Contractor consult with the Geotechnical Engineer prior to the construction of slopes for any excavations greater than 4 feet in depth associated with this site. If the Contractor chooses to design shoring, the design should be submitted to the Geotechnical Engineer for approval prior to use. Additional requirements for access and egress, safety and protection are included in Subpart P and must be adhered to.

The import material used to construct pads or other areas supporting structural elements should meet the gradation provided below as a guideline:

Sieve Size	Percent Passing
2"	100
¾"	60 - 100
No. 4	35 - 95
No. 200	0 - 40

Plasticity Index ≤ 10

The Contractor should submit gradation and plasticity tests for each proposed borrow source for review by the Engineer. The fill shall be placed in lifts not exceeding twelve (12) inches and compacted to no less than 95% of Standard Proctor at a moisture content of ±2% of optimum.

8.3 Aggregate Base Course

The final subgrade should be proof-rolled immediately prior to placement of the concrete or asphalt to detect any localized areas of instability. Unstable areas should be reworked to provide a uniform subgrade. Proof rolling operations should be observed by the Owner's representative.

The design parameters used in this report assume an ABC with a structural coefficient no less than 0.12. MAG Table 702-1, along with the quality requirements of Section 702-2, should be used to determine ABC acceptability. Construction should be performed in accordance with MAG Section 310.

8.4 Portland Cement Concrete

All Portland cement concrete shall meet the compressive strength requirements specified by the Engineer. The Contractor should submit a mix design for each mix required by the contract documents for approval prior to beginning construction. All concrete shall conform to **MAG** Section 725, etc. requirements for design, placement and curing.

8.5 Asphaltic Concrete

A MAG C¾ mix is recommended, designed locally with an appropriate bitumen content and air void range. ATL suggests using a performance graded 70-10 bitumen. Aggregates used in the mix should conform to MAG Section 321 requirements and a design from a local plant should be submitted to the Owner or the Owner's Representative for review prior to beginning work.

It is recommended that the asphaltic concrete section be placed in one lift. This will improve density and minimize check cracking. It is important that the break-down rolling begin within the temperature range specified in the mix design and that hand-raking of the surface be limited to the edges. A prime coat over the ABC is not needed unless rain is anticipated from the time the ABC is blue-topped to the time the pavement is placed. It is also important that the subgrade be blue-topped to ensure constant thickness of the overlying ABC and AC pavement layers.

8.6 Compaction

MAG should be used as a specification guide. However, compaction should not be less than that specified in Table 8.6.

Table 8.6 – Compaction Requirements

Description	Moisture Requirement	Compaction Requirement
Pavement:		
Aggregate Base	Optimum ±2%	100% ASTM D698
Subgrade	Optimum ±2%	95% ASTM D698
Slab:		
Aggregate Base	Optimum ±2%	95% ASTM D698
Subsoils	Optimum ±2%	95% ASTM D698
Subgrade Below Foundation Elements	Optimum ±2%	95% ASTM D698
Backfill from one foot over Utilities to grade	Optimum ±2%	95% ASTM D698
Non-Structural Fill	Optimum ±2%	90% ASTM D698

Frequency of density testing should be no less than one per 2,500 sq ft of soils or ABC under the slab and parking areas. Asphaltic concrete testing frequencies should conform to MAG requirements.

9.0 LIMITS OF SERVICE

The analyses and recommendations in this report are based in part upon data obtained from the field exploration. The nature and extent of variations beyond the location of the bore holes may not become evident until construction. If variations appear evident, it may be necessary to re-evaluate the recommendations of this report.

ATL's professional services were performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical engineers practicing in this

or similar localities. No warranty, express or implied, is made. ATL prepared this Report as an aid in design of the proposed project.

This report is for the exclusive purpose of providing geotechnical engineering and/or testing information and recommendations. The scope of services for this project does not include, either specifically or by implication, an environmental assessment of the site or identification of contaminated or hazardous materials or conditions.

If there are questions concerning this report, do not hesitate to contact the author. If you need materials testing services during the construction of this project, ATL is a full-service laboratory that maintains a staff of certified technicians and professional engineers that are proficient in all aspects of inspection and testing, including NDT for steel erection.

10.0 REFERENCES

- ***Foundation Analysis and Design***, by Joseph Bowles.
- ***Uniform Standard Specifications for Public Works Construction***, Maricopa Association of Governments, 2001.
- ***International Building Code, 2006***, International Code Council, Inc.

PLATES

GUIDELINES IN THE USE AND INTERPRETATION

OF THIS GEOTECHNICAL REPORT

ATL Job No. 210068

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

The geotechnical report was prepared for the use of the Owner in the design of the subject facility and should be made available to potential contractors and/or the Contractor for information on factual data only. This report should not be used for contractual purposes as a warranty of interpreted subsurface conditions such as those indicated by the interpretive boring and test pit logs, cross sections, or discussion of subsurface conditions contained herein.

The analyses, conclusions and recommendations contained in the report are based on site conditions as they presently exist and assume that the exploratory borings, test pits, and/or probes are representative of the subsurface conditions of the site. If, during construction, subsurface conditions are found which are significantly different from those observed in the exploratory borings and test pits, or assumed to exist in the excavations, we should be advised at once so that we can review these conditions and reconsider our recommendations where necessary. If there is a substantial lapse of time between the submission of this report and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, this report should be reviewed to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse.

The Summary Boring Logs are our opinion of the subsurface conditions revealed by periodic sampling of the ground as the borings progressed. The soil descriptions and interfaces between strata are interpretive and actual changes may be gradual.

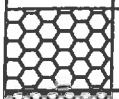
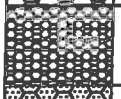
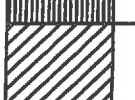
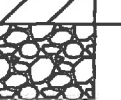
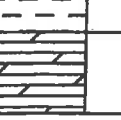
The boring logs and related information depict subsurface conditions only at these specific locations and at the particular time designated on the logs. Soil conditions at other locations may differ from conditions occurring at these boring locations. Also, the passage of time may result in a change in the soil conditions at these boring locations.

Groundwater levels often vary seasonally. Groundwater levels reported on the boring logs or in the body of the report are factual data only for the dates shown.

Unanticipated soil conditions are commonly encountered on construction sites and cannot be fully anticipated by merely taking soil samples, borings or test pits. Such unexpected conditions frequently require that additional expenditures be made to attain a properly constructed project. It is recommended that the Owner consider providing a contingency fund to accommodate such potential extra costs.

This firm cannot be responsible for any deviation from the intent of this report including, but not restricted to, any changes to the scheduled time of construction, the nature of the project or the specific construction methods or means indicated in this report; nor can our firm be responsible for any construction activity on sites other than the specific site referred to in this report.

SOIL CLASSIFICATION & TERMINOLOGY

GRAPHIC SYMBOL	GROUP SYMBOL	TYPICAL NAMES
	GW	Well-graded gravels, gravel-sand mixtures, or sand-gravel-cobble mixture
	GW-GM	Well-graded gravel with silt
	GP-GM	Poorly graded gravel with silt, sand, cobbles and boulders
	SP-SM	Poorly graded sand with silt
	SW-SM	Well-graded sand with silt
	SM	Silty sands, sand-silt mixtures
	SC-SM	Clayey silty sands, clayey sands with silt silty clays with sand
	SC	Clayey sands, sand-clay mixtures
	ML	Inorganic silts, clayey silts with slight plasticity
	CL	Inorganic clays of low to medium plasticity gravely clays, sandy clays, silty clays, lean clays
	CL - ML	Clays and silts with sands Clay, silt and sand mixtures
	CH	Inorganic clays of medium to high plasticity gravely clays, sandy clays, silty clays, lean clays
	-	Aggregrate Base Course
	-	Asphaltic Concrete
	-	Portland Cement Concrete Pavement
	-	Cinders - Commonly with Silty or Clayey Sands
	-	Weathered Bedrock - Commonly with Clays, Silts, Sands and Gravels
	-	Bedrock

1. RELATIVE DENSITY - TERMS FOR DESCRIPTION OF RELATIVE DENSITY OF COHESIONLESS, UNCEMENTED SANDS AND SAND-GRAVEL MIXTURES

N	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
>50	VERY DENSE

2. RELATIVE CONSISTENCY - TERMS FOR DESCRIPTION OF CLAYS WHICH ARE SATURATED OR NEAR SATURATION

N	RELATIVE CONSISTENCY	REMARKS
0-2	VERY SOFT	EASILY PENETRATED SEVERAL INCHES WITH FIST
3-4	SOFT	EASILY PENETRATED SEVERAL INCHES WITH THUMB
5-8	MEDIUM STIFF	CAN BE PENETRATED SEVERAL INCHES WITH THUMB WITH MODERATE EFFORT
9-15	STIFF	READILY INDENTED WITH THUMB BUT PENETRATED ONLY WITH GREAT EFFORT
16-30	VERY STIFF	READILY INDENTED WITH THUMB NAIL
>30	HARD	INDENTED ONLY WITH DIFFICULTY BY THUMB NAIL

3. RELATIVE FIRMNESS - TERMS FOR DESCRIPTION OF PARTIALLY SATURATED AND/OR CEMENTED SOILS WHICH COMMONLY OCCUR IN THE SOUTHWEST INCLUDING CLAYS, CEMENTED GRANULAR MATERIALS, SILTS AND SILTY AND CLAYEY GRANULAR SOILS

N	RELATIVE FIRMNESS
0-4	VERY SOFT
5-8	SOFT
9-15	MODERATELY FIRM
16-30	FIRM
31-50	VERY FIRM
>50	HARD

4. STANDARD PENETRATION TESTS (SPT)

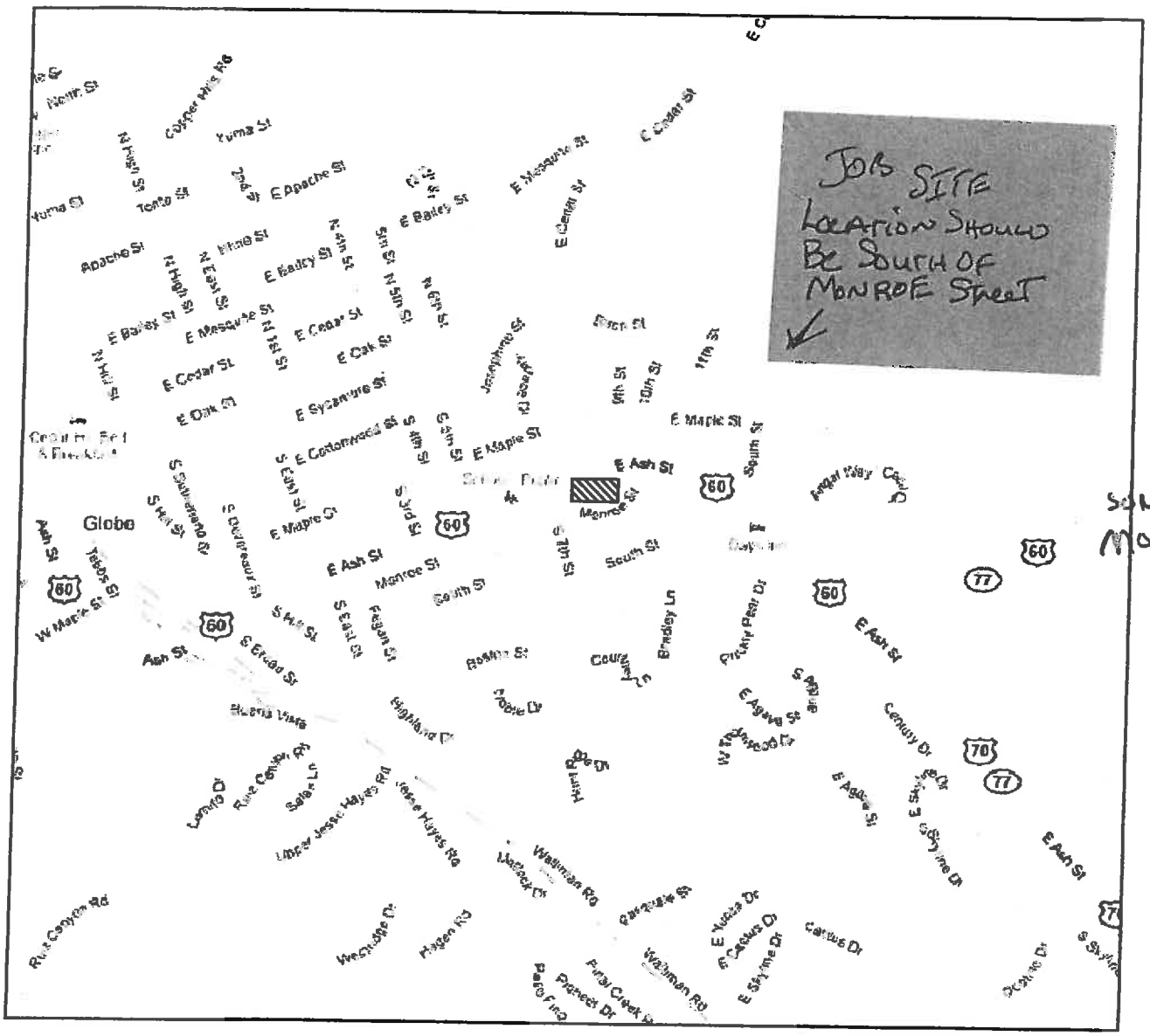
- Blows/ft

DEFINITIONS OF SOIL FRACTIONS

SOIL COMPONENT	PARTICLE SIZE RANGE
COBBLES	Above 3 inches
GRAVEL	3 inches to No.4 sieve
Coarse gravel	3 inches to 3/4 inch
Fine gravel	3/4 inch to No. 4 sieve
SAND	No. 4 sieve to No. 200
Coarse	No. 4 sieve to No. 10
Medium	No. 10 sieve to No. 40
Fine	No. 40 sieve to No. 200
FINES (silt or clay)	Below No. 200 sieve

L JOB NO. 210068

PLATE NO. 2



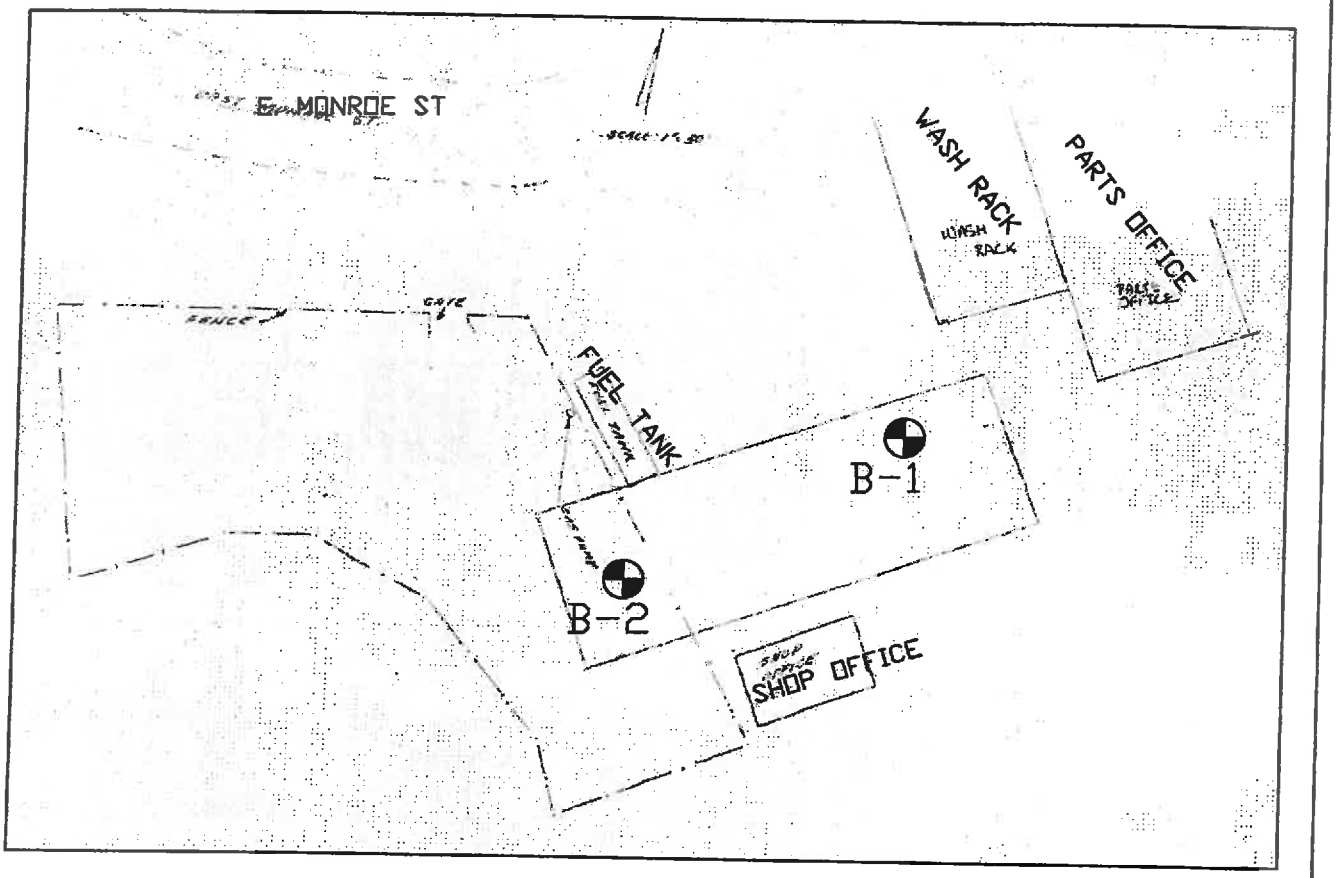
JOB SITE

NOT TO SCALE

VICINITY MAP
NEW SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL JOB NO.: 210068

PLATE 3



BOREHOLE LOCATION

NOT TO SCALE

BOREHOLE LOCATION MAP
NEW SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL JOB NO.: 210068

PLATE 4

APPENDIX A

BOREHOLE LOGS

ATL, INC.
Excellence in Quality

GILA COUNTY PUBLIC WORKS
NEW SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL Job No. 210068
Bore Hole No. B-1

Bore Hole Location: 80 Feet North and 30 Feet West of Southeast Property Corner

Boring Equipment: CME 75 with 8" O.D

Drilling Firm: D & S Drilling, Inc.

Date: 04/19/2010 Elevation of Borehole: Existing

Logger: NG Reviewed By: PC

Graphical Log	Depth (Feet)	SOIL DESCRIPTION	SPT Blows/ft	Ring Blows/ft	Water Content %	Plasticity Index	Fines Content (%)	In-Situ Density (pcf)
	0	Reddish Brown Clayey SAND with Gravel (SC) Dry–to–Moist and No Reaction to HCl Non Plastic and Medium–to–Coarse Grained Sub–Angular–to–Sub–Rounded	10			16	16	
	5.0		36					
			50/6"		2.8			
	10.0		42					
		Borehole Terminated at 11.5 Feet						
	15.0							
	20.0							
	25.0							
	30.0							

Hole Stopped At 11.5 Feet Below Existing Grade

Groundwater

Groundwater Observed	Initial Depth	24 Hour Depth
NO		

NOTE: THE ABOVE DATA FOR DESIGN PURPOSES ONLY.

The Stratification Lines Represent the Approximate Soil Boundaries And The In-Situ Transitions May Be Gradual

ATL, INC.
Excellence in Quality

GILA COUNTY PUBLIC WORKS
NEW SHERIFF'S BUILDING
GLOBE, ARIZONA

ATL Job No. 210068
Bore Hole No. B-2

Bore Hole Location: 80 Feet North and 30 Feet West of Southeast Property Corner

Boring Equipment: CME 55 with 6-1/4 O.D

Drilling Firm: D & S Drilling, Inc.

Date: 04/19/2010 Elevation of Borehole: Existing

Logger: NG Reviewed By: PC

Graphical Log	Depth (Feet)	SOIL DESCRIPTION	SPT Blows/ft	Ring Blows/ft	Water Content %	Plasticity Index	Fines Content (%)	In-Situ Density (pcf)
	0.0	Reddish Brown Clayey SAND with Gravel Dry–to–Moist and No Reaction to HCl Non Plastic and Medium–to–Coarse Grained Sub–Angular–to–Sub–Rounded	44					
	5.0		64					
		Reddish Brown Silty Clayey GRAVEL with Sand (GC–GM) Dry–to–Moist and No Reaction to HCl Non Plastic and Medium–to–Coarse Grained Sub–Angular–to–Sub–Rounded				6	17	
	10.0		60		3.4			
		Borehole Terminated at 13.0 Feet						
	15.0							
	20.0							
	25.0							
	30.0							

Bore Hole Stopped At 13.0 Feet Below Existing Grade

Groundwater

Groundwater Observed	Initial Depth	24 Hour Depth
NO		

NOTE: THE ABOVE DATA FOR DESIGN PURPOSES ONLY.

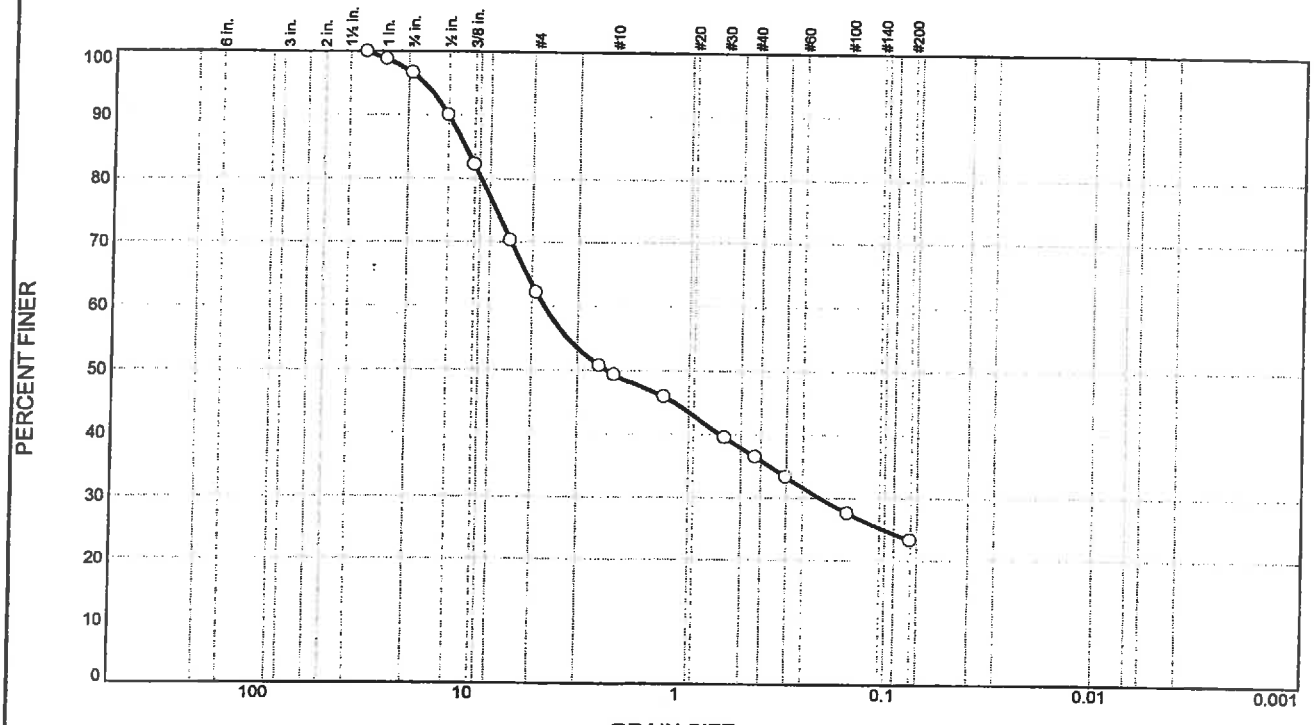
A2

The Stratification Lines Represent the Approximate Soil Boundaries And The In-Situ Transitions May Be Gradual

APPENDIX B

LABORATORY TESTS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	3	35	13	13	13	23	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.25	100		
1.0	99		
3/4	97		
1/2	90		
3/8	82		
1/4	70		
#4	62		
#8	51		
#10	49		
#16	46		
#30	39		
#40	36		
#50	33		
#100	28		
#200	23		

* (no specification provided)

Material Description

Clayey SAND with gravel

Atterberg Limits

PL= 20 LL= 36 PI= 16

Coefficients

D_{85}= 10.4793 D_{60}= 4.3459 D_{50}= 2.1814
D_{30}= 0.2046 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SC AASHTO= A-2-6(0)

Remarks

Sample Number: 10-3086
Source of Sample: B-1 **Depth:** 0.0'-7.0'

Date: 4/19/2010

ATL, INC.

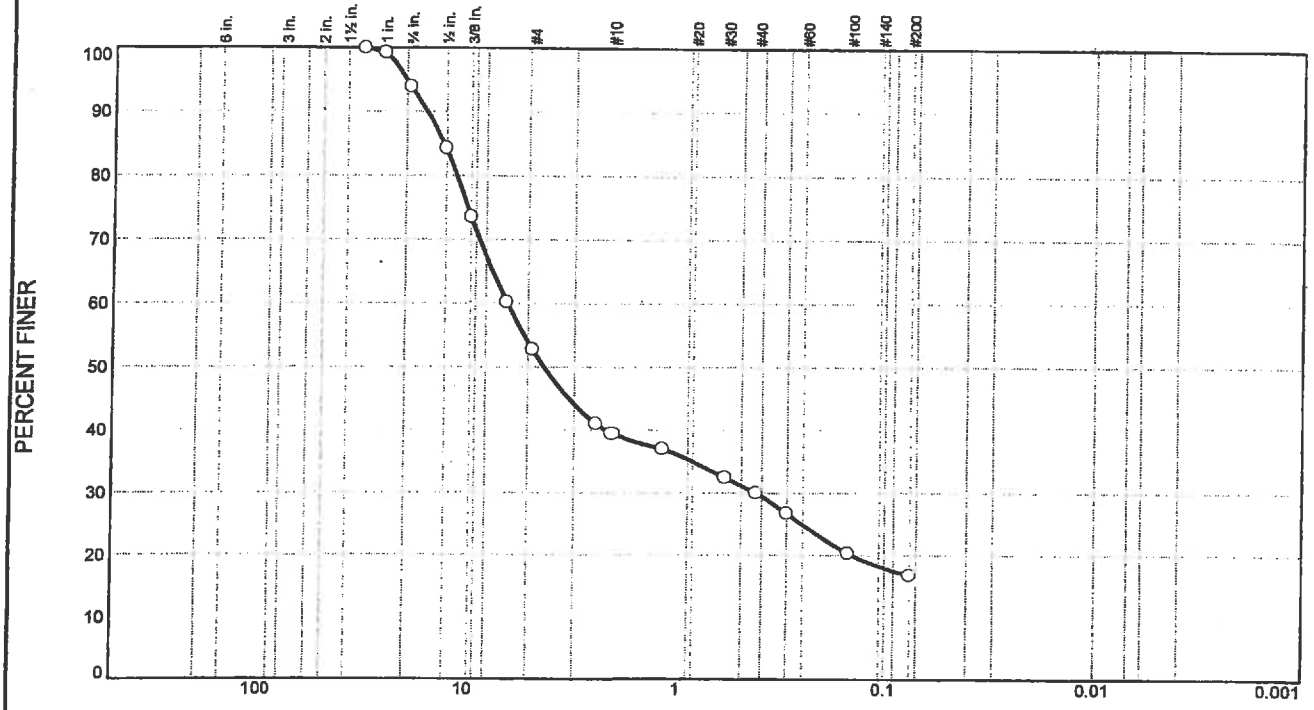
Phoenix, AZ

Client: Gila County Public Works Division
Project: Sheriff's Building

Project No: 210068 **Figure**

Tested By: EDC **Checked By:** EDC

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	6	41	14	9	13	17	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.25	100		
1.0	99		
3/4	94		
1/2	84		
3/8	74		
1/4	60		
#4	53		
#8	41		
#10	39		
#16	37		
#30	32		
#40	30		
#50	27		
#100	20		
#200	17		

* (no specification provided)

Material Description

Silty clayey GRAVEL with sand

Atterberg Limits

PL= 18 LL= 24 PI= 6

Coefficients

D_{85}= 13.0161 D_{60}= 6.3060 D_{50}= 4.1936
D_{30}= 0.4265 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= GC-GM AASHTO= A-1-b

Remarks

Sample Number: 10-3088
Source of Sample: B-2 **Depth:** 5.0'-10.0' **Date:** 4/19/2010

ATL, INC.

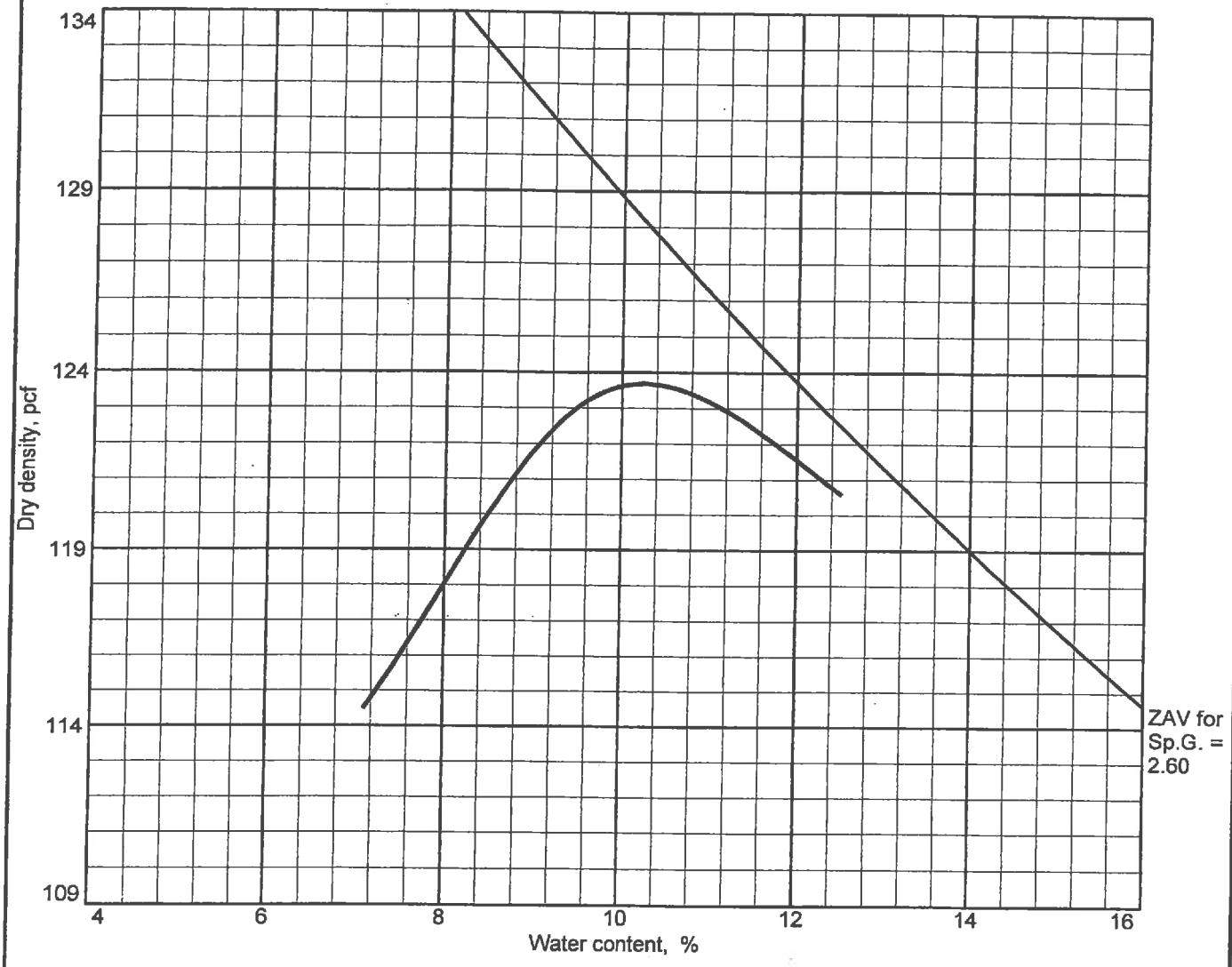
Phoenix, AZ

Client: Gila County Public Works Division
Project: Sheriff's Building

Project No: 210068 **Figure**

Tested By: EDC **Checked By:** EDC

COMPACTION TEST REPORT



Test specification: ASTM D 698-00a Method B Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/8 in.	% < No.200
	USCS	AASHTO						
0.0'-7.0'	SC	A-2-6(0)			36	16	18.0	23

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 123.7 pcf Optimum moisture = 10.2 %	Clayey SAND with gravel

Project No. 210068 **Client:** Gila County Public Works Division

Project: Sheriff's Building

● **Source:** B-1 **Sample No.:** 10-3086 **Elev./Depth:** 0.0'-7.0'

ATL, INC.

Phoenix, AZ

Remarks:

Figure

ATL, INC.
Excellence In Quality
O.A./O.C. ENGINEERING CONSULTANTS
GEOTECHNICAL • CIVIL • ENVIRONMENTAL

RECEIVED
APR 05 2010
GILA COUNTY
PUBLIC WORKS

April 1, 2010

Mr. Steve Stratton
Public Works Director
Gila County
1400 E Ash Street
Globe, Arizona 85501-1414

Re: Geotechnical Investigation
New Building Sherriff's Department
Gila County, Globe, Arizona
ATL Proposal No. P10214

Dear Stratton:

ATL Inc. (ATL) is pleased to submit the following proposal to provide a geotechnical investigation for the proposed new Sherriff's Building for Gila County in Globe, Arizona.

Project Information

The project site is located in the parking lot just below the existing court house in Globe. The building will be a single story, 7,500 ft^2 structure.

Scope of Work

ATL's scope of work will be to conduct a geotechnical investigation to determine the support capability of the existing subsoils and to recommend a foundation support configuration for the building.

Field Investigation

ATL will drill two (2) bore holes to a depth below grade of 15 feet each. The boreholes will be drilled by a truck -mounted drill rig utilizing a hollow stem auger. Standard Penetration Test (SPT) values will be obtained at 2.5 feet and, 5 feet below grade, and at 5 feet intervals below grade thereafter. Samples will be obtained by lowering a 1½ -inch split-spoon sampler into the hole through the hollow stem of the auger to the desired depth. The sampler will be subsequently driven 18-inches with a 140-pound hammer in accordance with ASTM Standard D-1586 in order to obtain undisturbed samples. The number of blows required to drive the sampler every 6-inch increment will be recorded, with the sum of the final two 6-inch increments recorded on the final borehole log. This is the uncorrected N value for that depth. The material inside the sampler will be collected in a plastic bag, sealed and transported to the laboratory. A 2½-inch ring sampler will be driven where possible to collect undisturbed samples for consolidation and swell tests. This testing will also provide information relative to subsidence potential. Bulk samples will also be continuously obtained off the auger flights during the drilling operation for tests that require large sample quantities. The actual sampling of the materials will be dictated by field conditions.

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This proposal assumes that no soil contamination exists within the proposed test area. Handling and disposal of contaminated soil or water is not included in this proposal. The boreholes will be backfilled with cuttings from the drilling operation upon completion and the top 12 inches replaced with asphalt cold mix.

Laboratory Analysis

Upon receipt of the samples in the laboratory, they will be checked by the Project Engineer and laboratory tests assigned. The following laboratory tests are proposed:

- Sieve Analysis
- Plasticity Index
- Consolidation/Swell
- In-Situ Density
- Standard Proctor

All tests will be performed in accordance with current ASTM standards. Unused material will be stored for sixty (30) days after completion of the report and then discarded.

Geotechnical Report

The final report will include the foundation and materials recommendations, edited copies of the borehole logs, a vicinity map, a borehole location map and all laboratory test reports. Four (4) copies of the report will be submitted for your use in addition to an electronic copy in PDF format.

Schedule

As soon as ATL receives a signed contract and written authorization to proceed, the borehole locations will be identified in the field and Blue Stake notified to clear the locations for utilities. Typically, field work can begin after 3 days of Blue Stake notification. The subsequent proposed work schedule, after receiving Blue Stake clearance, is as follows:

Mob/DeMob & Drilling	1 day
Laboratory Analysis	10 days
Report	5 days
TOTAL WORKING DAYS	**16**

Invoicing

One invoice will be generated for the project and should be paid within 30 days of receipt.

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Cost

Based on the above scope of work, the estimated cost to provide the geotechnical investigation is:

$3,600.00

If the scope of work is modified, or unforeseen conditions arise, the above estimated cost will be adjusted accordingly. No increase will be requested without prior approval. ATL has assumed that overtime, weekend or holiday work will NOT be required in order to complete the work and that the excavation may be completed between the hours of 6 a.m. and 6 p.m.

Limitation of Liability

ATL agrees, in connection with services performed under this Agreement, that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality.

Any testing and analysis associated with the work will be performed by ATL solely to fulfill the purpose of this Agreement. ATL is not responsible for interpretations made by others of the information developed.

The client agrees to indemnify and hold ATL harmless from any and all performance of work during construction of this project, excepting liability arising directly and totally from negligence of ATL or its authorized representatives.

ATL appreciates the opportunity to submit this proposal to Gila County Department of Public Works. If you have questions, please do not hesitate to contact the undersigned.

Respectfully submitted:

Frank C. Rivera
CEO

DPH:FCR/lw

cc: David P Hayes, P.E
P. Chongo, P.E.

ATL, INC.
Excellence In Quality

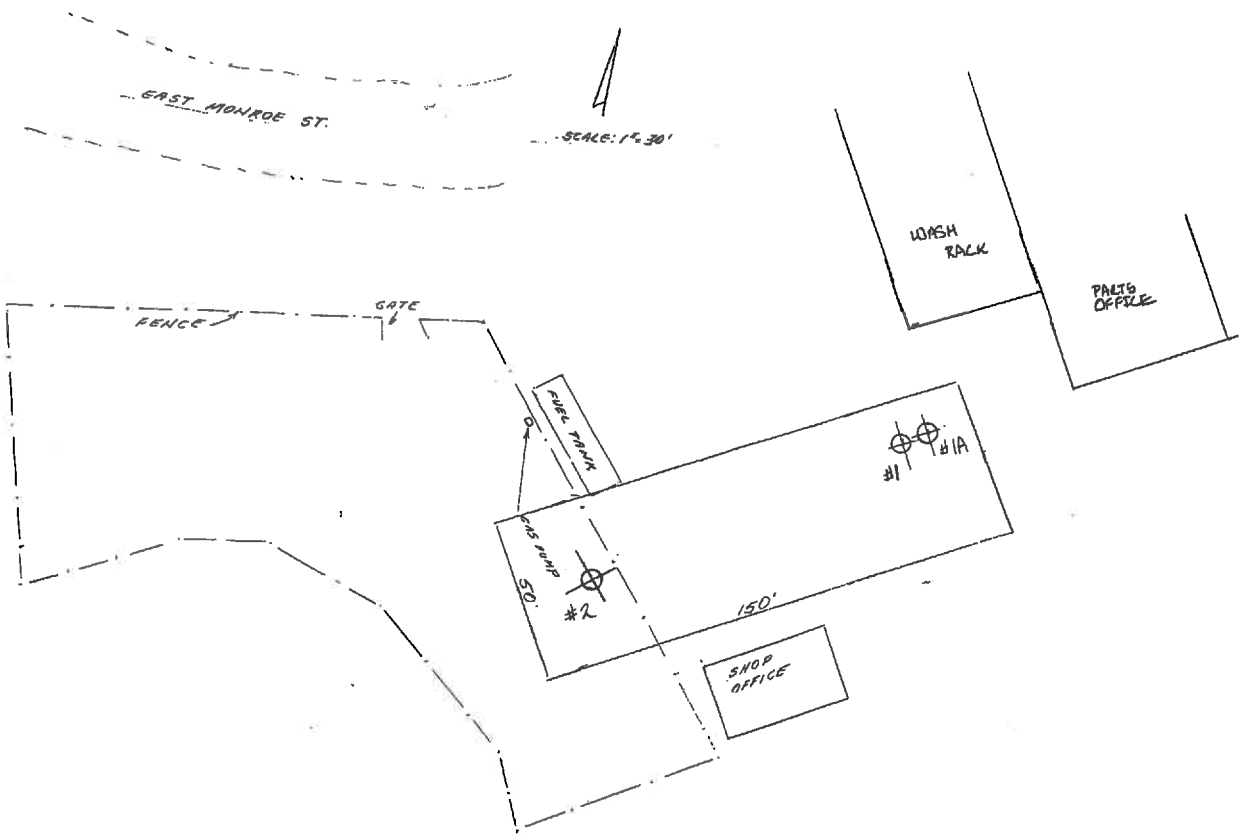
AUTHORIZED FOR: GILA COUNTY DEPARTMENT OF PUBLIC WORKS

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



SILA COUNTY
MAP OF PARKING LOT
SOUTH OF GUERRERO BUILDING
SCALE: 1"=30'
APRIL 01, 2010

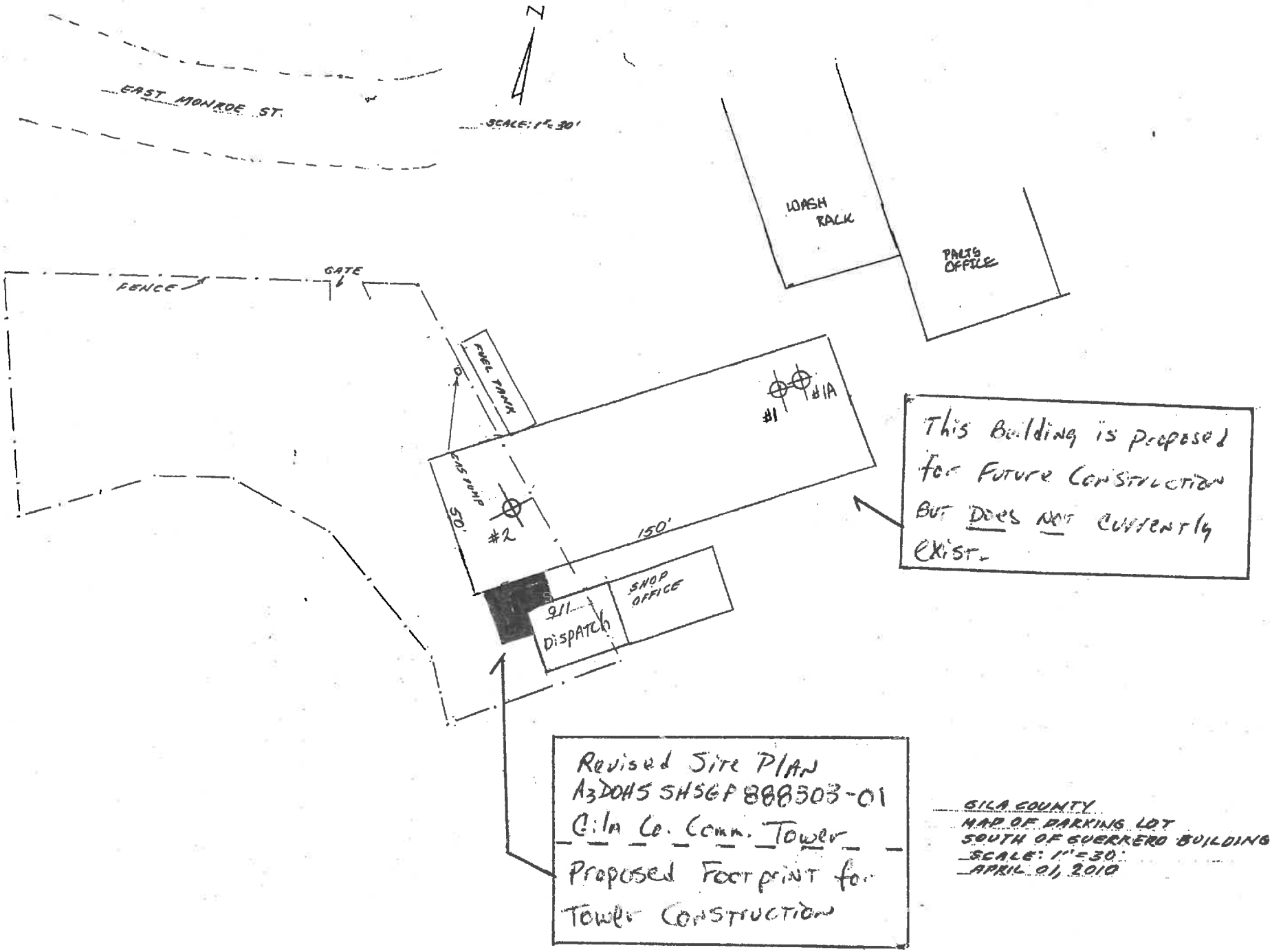

N
EAST MONROE ST.
SCALE: 1"=30'
WASH RACK
PARTS OFFICE
GATE
FENCE
FUEL TANK
#1
#1A
GAS PUMP
#2
50'
150'
SHOP OFFICE
911 DISPATCH
This Building is proposed for Future Construction but Does Not Currently Exist.
Revised Site PLAN
A3DOHS SHSGP 888503-01
Gila Co. Comm. Tower
Proposed Footprint for Tower Construction
GILA COUNTY
MAP OF PARKING LOT
SOUTH OF GUERRERO BUILDING
SCALE: 1"=30'
APRIL 01, 2010

Exhibit "C"

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: March 2, 2012 10:00 AM

Title: S.O. Tower Installation & Radio Equipment Relocation

RFP No.: 103111-1

Location: S.O. Jail - Globe

Company Name	Representative Name (print)	E-Mail Address	Phone No.
Canyon State Wireless	Bill Howes	bhowes@canyonstatewireless.com	928 425 5878
Canyon State Wireless	Gary Stapley	gstapley@canyonstatewireless.com	928-425-5878
Creative Communications	Doug Buxbaum	doug.buxbaum@creativecom.com	602-358-4155
DCI	Brian Durham	brian@dciconn.com	480-981-8875
CMC Comm	Mark Phillips	MPhillips@CMC-Com.com	623.451-9519
L&B Telecomm	Steve Pierce	SteveP@LBconstruction	662.549-7208
Gila County S.O.	Lt. Mike Johnson		
Gila County S.O.	Chief Deputy Tom Melcher		
Gila County Finance	Valrie Bejarano		

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: March 2, 2012
10:00 AM

Title: S.O. Tower Installation & Radio Equipment Relocation

RFP No.: 103111-1

Location: S.O. Jail - Globe

Company Name	Representative Name (print)	E-Mail Address	Phone No.
TEAM Communications	Mike Nelson	mnelson@team.services.com	480 225-6379
Patriot Towers	Ted McKenzie	tmckenzie@patriot-towers.com	480.776.4566
Creative Comm	Bob Wert	BobW@creativecom.com	602 353.5560
Clear Blue Services	Keith Wager	KeithWager@ClearBlueservices.com	520 483 6922

ADDENDUM #3

Gila County Bid No. 103111-2

S.O. Tower Installation & Radio Equipment Relocation

The following amendments are hereby incorporated into the bid documents for the above stated project:

March 13, 2012

Attachments

- Functional Block Diagram – Console/Radio Interface
- Dispatch Site – RF Emitters
- Highway Patrol Frequencies

Question / Answer

1. Is the R56 Grounding Standard Required as the standard that will be accepted for all phases of the project (tower, equipment room, etc)?

   Yes

2. Will an Entry Boot be required for entrance of cabling into the equipment room at dispatch?

   Yes, as needed for proper cable access.

3. Will the County provide any electrical work that may be required to power the equipment?

   Yes

4. Will the County provide the appropriate UPS for the project?

   Yes

5. According to the RFP it states on page 3, item 5, "bidders must have a valid Arizona contractor's license". Is it permissible for only the subcontractor that installs the tower and cabling to be licensed or does the main contractor need to have a license as well?

   The prime contractor must have a valid contractor's license to be responsible charge of the project.

6. How much over build do you want for future expansion and growth on the tower, 50%?

   None

7. Under the tower can the ground be left exposed soils after construction?

   No, must be covered to minimize site hazard exposure, after inspection.

8. Please provide a list of all frequencies to be included in the project in both the VHF and UHF systems. We need the information to design the proper combining and multicoupler systems. We also need these frequencies so we can do an intermodulation study to make sure that we do not cause harmful interference.

   See attachments.

9. Dose the Tower Steel need to be new or can it be a used Tower?

   The tower may be used assuming it meets the technical standards relating to wind loading and antenna structures.

10. Is the Tower to be of a lattice construction?

    Yes, similar to Rohn © SSV.

11. Once old antennas are pulled from roof what will need to be done with the exposed holes? Will they need to be sealed?

    Yes, sealed.

12. What is the orange cable running off the roof and will it stay or go?

    The orange cable is the fiber optic cable. It will stay.

13. There are 4 yagi antennas on roof but RFP only mentions 3 FCC licenses. What is the 4th?

    Cellular telephone repeater.

14. Will the county accept an alternate bid for overbuild?

    No

15. Will the plans need to be stamped by an Engineer?

    Yes. However, if foundation structure agrees with tower manufacturer specifications it may be assumed to meet their criteria.

16. Would it be ok to use a control station combiner like the one at Florence PD to get all the VHF control stations onto one antenna set?

    Many of the existing radios are already set up for separate antenna connections for transmit and receive functions however, a control station combiner may be used for those stations not so implemented i.e. Tait and others. We do not understand the Florence PD site implementation.

17. AIRS 3 is listed as UHF. AIRS3 can be UHF, or 800 or VHF. Is it really the UHF version they have a radio for? If so, that would need a separate antenna.

    It is a UHF station that requires a separate UHF directional antenna.

18. Can we get a schematic of the radio assets and how they are all controlled today, so we can see how they would have to be set-up at the new place?

    See attachment.

19. Do we need to include an R56 grounding audit and grounding package in the bid proposal? (We'll install an R56 spec. grounding package for the tower, antennas, transmission line, waveguide bridge, ports and buss bars. Will also ground the equipment relocated and or install to new grounding package. If we install an R56 grounding package inside the equipment room, we will need to conduct an R56 audit to determine the scope of work. The R56 grounding inside the equipment room will require a ground halo with all of the conduits, metal boxes, ladder racks, etc..., to be tied to the halo and single point ground buss bar.)

    Yes, it is intended to ground all the radio equipment per R 56.

20. Will Gila County be providing air conditioning and power to the equipment rack location?

    Yes, already in place.

21. Will Dispatch equipment move be performed during normal working hours (8:00-5:00, Monday-Friday), excluding holidays?

    Yes, highly recommended.

22. Will FCC licensing modifications, if needed, be completed by the Gila County?

    Yes, already in place.

23. Does the County have zoning approval for the site? If not where is property located, city of Globe or County? What is the zoning? (ex. C-2)

Yes, located in County.

24. Has zoning approved the removal of the parking spaces?

Yes

25. Are there any easements on the property?

Yes, utility.

26. What type of access does the power company need to the power pole?

An easement of 20 feet for trucks to sit side-by-side.

27. If the site does not get zoning approval, will the contractor be paid for the work they have completed?

Zoning approved.

28. Does the tower location meet the required setbacks from the building, road, and/or the slope?

Yes, per contractor suggestion.

29. Does the County meet the zoning code for separation of towers? There was another tower by the storage container.

Yes

30. The height and poles of the ice bridge from the tower to the building will block any vehicles from going beyond the ice bridge. Does the county need to get a vehicle beyond the ice bridge?

No, we understand the tower will be located immediately adjacent to the existing building (North side near the West end.)

31. Will the cars and personal that use the parking lot be able to use a different area to park and access the building during construction?

Yes

32. Do we need to put a fence around the construction site?

A fence is not necessary. A temporary hazard warning should be put in-place during construction.

33. Do we need to provide a permanent fence or bollard to protect the tower and ice bridge?

Yes, bollards are required to minimize potential vehicular intervention.

34. Does the county want a ground wire from the building ground to the tower ground ring?

Yes

35. Is there an underground fuel line for the generator?

No, diesel system.

36. Can the antennas be above the top of the tower?

Yes, we assume at least one will be placed atop the tower. Most likely the receive antenna.

37. What is the center line of the antennas?

Center line to be determined by antenna configuration per contractor.

38. What are the azimuths of the antennas?

VHF – Southwest – Pinal
North – Mt. Ord
North Northeast – Aztec
UHF – North – Mt. Ord

39. How many RF ports to do you want going into the building?

As defined by contractor to meet needs of channel assignment.
See attachment.

40. Should the contractor use cold or hot mix asphalt to patch the parking lot?

Cold mix

41. Is the contractor moving all the wires/cables from the antennas to the equipment racks at the old building?

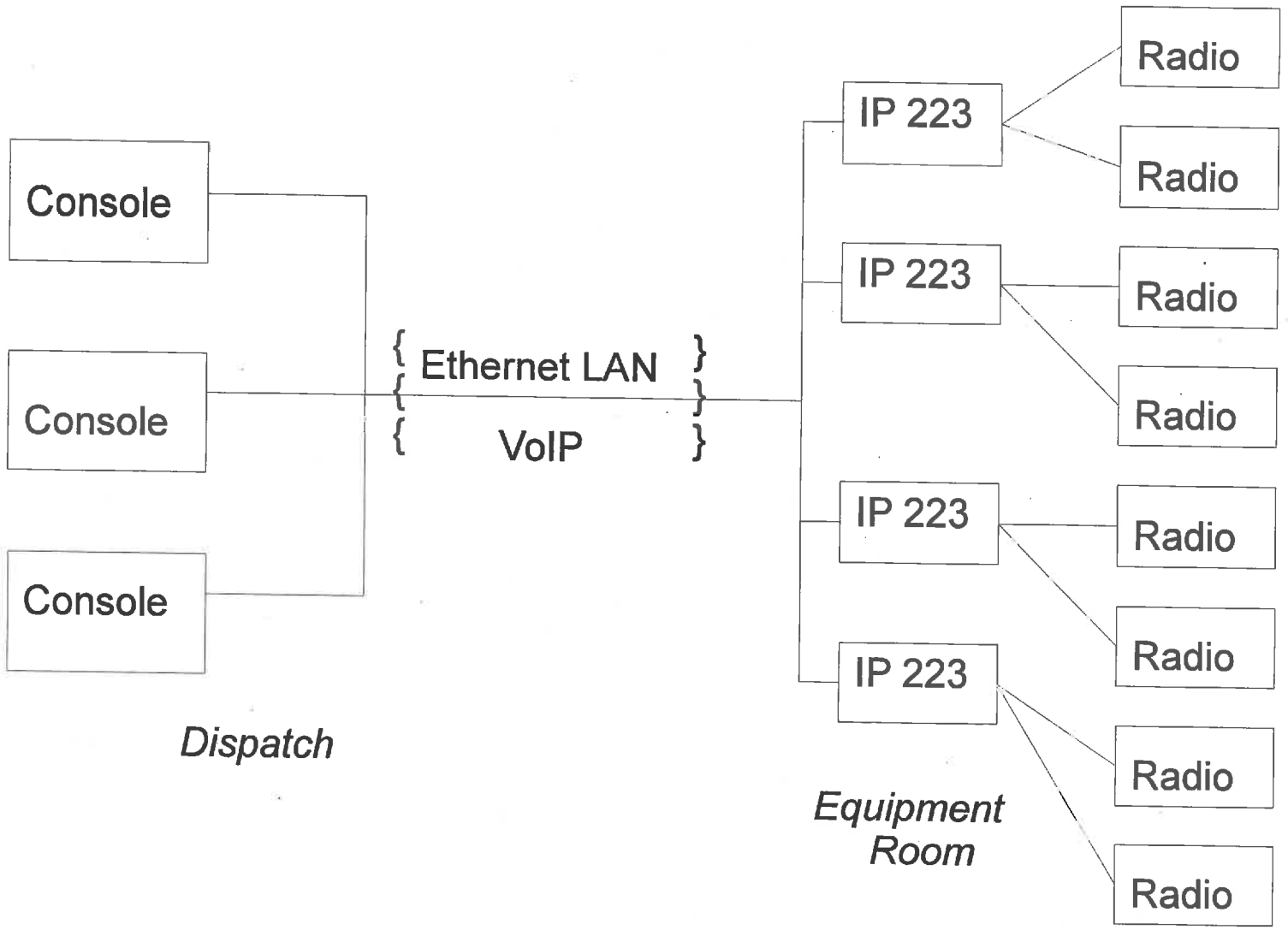
Yes

42. Some of the antennas on the old building did not have cables going to them. Are they to be used again?

No

43. Would the county consider breaking the project into 3 pay points? 1. Zoning & Construction Drawings/Permitting 2. Construction of tower per drawings 3. Transfer of radios and antennas.

Yes (50%, 30%, 20% can be considered)



Functional Block Diagram – Console/Radio Interface

J Wortham 3/9/12
No Scale

TX RX List

March 9,2012

Gila County Globe Dispatch Site – R F Emitters

Transmit Frequency	R F Power Watts	Receive Frequency
150.8050	30	155.7150
150.8050	30	154.3550
151.2575	30	155.1375
153.9050	30	155.0250
153.9800	30	155.9400
153.9950	30	155.1000
154.4450	30	154.4450
154.7700	30	155.3100
155.3100	30	154.7700
155.7400	30	155.7400
158.9775	30	155.6475
158.9850	30	154.2350
159.0075	30	155.5350
159.0300	30	155.3700
465.3750	30	460.3750
465.4750	30	460.4750

Sheet1_2

Highway Patrol Districts

Frequency	License	Type	Tone	Alpha Tag	Description	Mode	Tag
460.47500	KJI425	RM	100.0 PL	DPS DIST 01	Dist 01 – Kingman	FM	Law Dispatch
460.02500	KOH861	RM	100.0 PL	DPS DIST 02	Dist 02 - Flagstaff	FM	Law Dispatch
460.30000	KDF539	RM	100.0 PL	DPS DIST 03	Dist 03 - Holbrook	FM	Law Dispatch
460.40000	KOH291	RM	100.0 PL	DPS DIST 04	Dist 04 – Yuma	FM	Law Dispatch
460.32500	KOE909	RM	100.0 PL	DPS CHARLIE	Metro Phoenix – Central	FM	Law Dispatch
460.20000	KOE297	RM	100.0 PL	DPS EDWARD	Metro Phoenix – East	FM	Law Dispatch
460.30000	KOE909	RM	151.4 PL	DPS WILLIAM	Metro Phoenix – West	FM	Law Dispatch
460.02500	WPMG974	RM	151.4 PL	DPS DIST 06	Dist 06 - Casa Grande	FM	Law Dispatch
460.42500	KOF346	RM	151.4 PL	DPS DIST 08	Dist 08 – Tucson	FM	Law Dispatch
460.32500	WNQP940	RM	151.4 PL	DPS DIST 09	Dist 09 – Sierra Vista	FM	Law Dispatch
460.47500	KIQ333	RM	151.4 PL	DPS DIST 11	Dist 11 – Globe	FM	Law Dispatch
460.42500	KGY242	RM	100.0 PL	DPS DIST 12	Dist 12 – Prescott	FM	Law Dispatch
460.15000	KFZ872	RM	100.0 PL	DPS WestTAC	WestTAC - Phoenix Area – Info	FM	Law Tac
460.17500	WZN224	RM	100.0 PL	DPS EastTAC	EastTAC - Phoenix Area – Info	FM	Law Tac

Other Highway Patrol (Statewide)

Frequency	License	Type	Tone	Alpha Tag	Description	Mode	Tag
460.22500	KOE297	RM	100.0 PL	DPS STATE	DPS Statewide Operations	FM	Law Tac
460.22500	KOE297	RM	151.4 PL	DPS ST TAC	DPS Statewide Tactical Operations	FM	Law Tac
460.27500	KOE297	RM	100.0 PL	DPS CID 1	DPS CID Ch 1 Statewide	FM	Law Tac
460.50000	KOE297	RM	100.0 PL	DPS CID 2	DPS CID Ch 2 Statewide	FM	Law Tac
460.27500	KOE297	RM	151.4 PL	DPS CID 3	DPS CID Ch 3 Statewide	FM	Law Tac
460.50000	KOE297	RM	151.4 PL	DPS CID 4	DPS CID Ch 4 Statewide	FM	Law Tac
460.52500		RM	127.3 PL	DPS CID 5	DPS CID Ch 5 Pinal County	FM	Law Tac
463.10000		RM	136.5 PL	DPS EMSCOM	DPS EMSCOM "Ranger Helos"	FM	EMS

NOTE: These are receive frequencies, the transmit frequencies are + 5 MHz (460.375 RX / 465.375 MHz TX)

ADDENDUM #4

Gila County Bid No. 103111-2

S.O. Tower Installation & Radio Equipment Relocation

The following amendments are hereby incorporated into the bid documents for the above stated project:

March 14, 2012

Attachments

- GCSO Globe Radio Equipment -Updated

Clarification to Questions 1, 4, 7, 17, and 19 on Addendum #3

1. Is the R56 Grounding Standard Required as the standard that will be accepted for all phases of the project (tower, equipment room, etc)?

   Yes
   The primary grounding issues related to R 56 grounding for the tower, associated antenna structures and associated radio equipment (refer to #19)

4. Will the County provide the appropriate UPS for the project?

   Yes
   The UPS is already in place

7. Under the tower can the ground be left exposed soils after construction?

   No, must be covered to minimize site hazard exposure, after inspection.
   We assume the term ground in this context relates to the earth beneath the tower structure.

17. AIRS 3 is listed as UHF. AIRS3 can be UHF, or 800 or VHF. Is it really the UHF version they have a radio for? If so, that would need a separate antenna.

    It is a UHF station that requires a separate UHF directional antenna.

19 Do we need to include an R56 grounding audit and grounding package in the bid proposal? (We'll install an R56 spec. grounding package for the tower, antennas, transmission line, waveguide bridge, ports and buss bars. Will also ground the equipment relocated and or install to new grounding package. If we install an R56 grounding package inside the equipment room, we will need to conduct an R56 audit to

determine the scope of work. The R56 grounding inside the equipment room will require a ground halo with all of the conduits, metal boxes, ladder racks, etc..., to be tied to the halo and single point ground buss bar.)

Yes, it is intended to ground all the radio equipment per R 56.
It is intended to ground all the radio equipment to the external antenna structure. A halo ground system will not be required for the overall equipment room.

Wednesday, March 14, 2012

GCSO Globe Radio Equipment – Updated

Equipment	Use	Site	TX Freq	RX Freq	
Icom Fr 3000	Pinal Peak	Pinal	154.7700	155.3100	
Icom Fr 3000	Mt Ord	Ord	154.7700	155.3100	
Vertex	Ord 3	Ord	153.9800	155.9400	
Tait TM-8200	Charlie 1	Aztec	159.0300	155.3700	
Icom Fr 4000	I A R S	UHF	465.3750	460.3750	
Motorola XPR-4550	TriCity Fire		158.9850	154.2350	
Tait TM-8200	Charlie 2	Site Select	158.9775	155.6475	
Tait TM-8200	Charlie 3	Site Select	151.2575	155.1375	
Motorola CDM 1250	Canyon Fire		150.8050	154.3550	
Motorola CDM 1250	Globe PD		153.9050	155.0250	
Motorola MTR 2000	Standby Repeater		As Needed	As needed	Per JW

Jim Wortham
Communications Engineering Posse
Gila County Sheriff's Office
108 West Main Street
Payson, Arizona 85541
Phone (602) 881-4368
FAX (602) 445-9243

May 18, 2012
Follow-up

Valrie Bejarano
Contract Specialist
Gila County Finance
1400 East Ash Street
Globe, Arizona 85501

Hi Valrie,

Upon reviewing the latest information you forwarded from Mr. Bryan Chambers, Assistant County Attorney, I wish to provide the following information. Per his request I will attempt to summarize the differences in project implementation between the contractors who bid on the tower installation/equipment relocation bid # 103111-2.

Durham Communications - $54,325.20

Although Durham Communications Inc., DCI, provided the lowest bid, *1.*they indicated that some existing antennas were to be relocated to the new tower. Also, in their discussion regarding RF management equipment, *2.*a final solution would have to be agreed upon between DCI and the County before implementation. *3.*Building permits or other identified permitting would be passed along to the County. *4.*Best and final offer is unchanged.

1. The RFP allowed proposals to move existing antennas to the towers or to replace them by using entirely new antennas. Did any of the other bidders indicate they would move existing antennas?
   Yes

2. This final solution language comes directly from DCI's proposal, does this language mean that DCI's proposal does not include all of the costs for completing the project? In your opinion does that mean that their proposal is incomplete?
   Yes, Yes

3. Did the RFP provide that all costs for any permits, licenses, fees, taxes or other charges which shall be included in the contract price bid?
   Yes

4. Does this mean that DCI did not respond to the RFP Clarification by creating and pricing a best and final offer? Considering these deficiencies, are you of the opinion that DCI's proposal does not meet the requirements of the RFP and RFP Clarification?
   Yes

CMC Communications - $84,194.45 or $77,671.65 (used tower)

Provided cost savings by providing a used tower that meets all specifications for the antenna structure. Also, indicated all new antennas for the structure. 1.Recommended against the use of combining equipment due to excessive RF loss so would be unable to guarantee the coverage reliability of such low power. 2.Best and final offer is unchanged.

1. Do you agree with their assessment recommending against the use of a combiner?
   Yes. They are following sound communications engineering guidelines to overcome any temporary site deficiencies or possible interference issues that may occur. As the dispatch site is identified as a control point, it should have the ability to control the remote sites.

2. Do you believe their best and final offer meets the requirements of the RFP and RFP Clarification? Would using a used tower for the project satisfy the requirements of the RFP and RFP Clarification? Would using a used tower create any disadvantage to the County?
   Yes. Yes and no. The expected "life/performance criteria" of a communications tower generally well exceeds any of its' associated antennas, feed/transmission lines, etc., notwithstanding unique acts of God or other extreme situation, ie.; tornadoes, earthquakes, aircraft collision, etc.

Canyon State Wireless - $85.014.61

Provided all information regarding combining equipment, antennas, etc. The equipment they indicated for the combining system has quite a bit of RF energy loss. There is some concern that the proposed system would not meet the reliability for the County. Best and final offer is unchanged.

L&B Communications- $125,000.00 or $108,000.00 (used tower)

Relocate existing antennas, evaluate and replace as needed. The plan to use the most cost effective design that meets the bid specifications. New tower to use underground tower foundation, used tower to use above ground foundation pending final design. Best and final offer is unchanged.

Should you have any further questions, please call me at (602) 881-4368. Thanks for the opportunity to provide input to this project. I look forward to its' successful completion.

Jim Wortham
Communications Engineer Posse
Gila County Sheriff's Office
(602) 881-4368
(602) 445-9243 FAX

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ARF-1263 **Regular Agenda Item 3- C**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	Linda Eastlick, Elections Director, Elections Department
Department:	Elections Department		
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Elections Security and Integrity Policy

Background Information

The Office of the Gila County Recorder and the Gila County Department of Elections are responsible for election and ballot security. It is their responsibility to ensure transparency of the election process and to ensure voters are provided the utmost security in ballot preparation, mailing, transport, and tabulation. Election procedures are governed by Arizona State Statutes as well as the Election Procedures Manual published by the Office of the Secretary of State. This new policy will formalize the Gila County Department of Elections policy and procedures. The Gila County Recorder has elected to create a separate policy specific to the Recorder's Office.

Evaluation

The Gila County Department of Elections is committed to ensuring the highest level of election security and integrity relative to every election conducted and every ballot cast and tabulated. Effective security does not rely on a single process, feature or policy. Effective security requires a number of interrelated processes, systems, and policies to complement and build on each other. These multiple layers of security systems and processes and/or procedures ensure that elections are not inappropriately influenced. External stakeholders, such as candidates, political parties, the Arizona Secretary of State, the media, and members of the public, provide additional transparency and may be integral to the detection of problems which may arise in the election process.

Conclusion

The Elections Security and Integrity Policy formally recognizes important procedures practiced by the Gila County Department of Elections to ensure election security and integrity.

Recommendation

The Elections Director recommends approval and implementation of the Gila County Elections Security and Integrity Policy.

Suggested Motion

Information/Action/Discussion to approve the Gila County Elections Security and Integrity Policy. **(Linda Eastlick)**

Attachments

Election Security and Integrity Policy

Gila County Policy ELECTION SECURITYAND INTEGRITY	Policy Number: ELS-001	Page
	Adopted by BOS: 06-05-2012 Revised: 00-00-0000	1 of 4

I. PURPOSE:

To ensure the Gila County Department of Elections provides elections services and implements practices which ensure a secure election environment.

II. SCOPE:

This policy applies to Gila County employees, elected officials, political party members, temporary election workers, and observers who participate in the election process.

III. POLICY:

The Gila County Board of Supervisors, through its Department of Elections, will ensure all election processes and procedures conform to requirements of the Arizona Revised Statutes, the Arizona Secretary of State's Election Procedures Manual, and that all implemented practices and procedures, provide the utmost security in ballot preparation, transport, and tabulation.

SIGNATURES:

CHAIRMAN, BOARD OF SUPERVISORS **DATE**

+See attached administrative procedures.

ADMINISTRATIVE PROCEDURES FOR ELECTIONS
SECURITY AND INTEGRITY POLICY

I. Security Process Overview

Security of the voting process is paramount to ensuring public confidence in elections. Effective security does not rely on a single law, process, procedure, or policy. Effective security requires a number of interrelated processes, systems, and policies to complement and build on each other. These multiple layers of security systems and processes and/or procedures ensure that elections are not inappropriately influenced.

Titles 16 and 19 of the Arizona Revised Statutes, provide the foundation of rules governing elections in the State of Arizona. Additionally, the Secretary of State's Election Procedures Manual is required by ARS §16-452. The procedures contained in this 375 page manual were developed after consultation with all county election officials and have been approved by the Governor and Attorney General. The manual is updated bi-annually and is precleared by the U. S. Department of Justice before implementation following each update.

External stakeholders such as the media, candidates, political parties, the Arizona Secretary of State, and members of the public aid in providing transparency to the election process and are integral to the detection of any issue or problem.

Integrity and security of elections is ensured by multiple security layers including:

- Open and transparent elections environment
- Public, media, and political party group involvement
- Employee training and security
- Physical work area security
- Key-pad access to secured areas
- Legal and procedural security, including: Arizona Revised Statutes and the Election Procedures Manual from the Arizona Secretary of State and legal opinions issues by the Office of the County Attorney
- Technical and System Security
- Stand alone tabulation servers and strong passwords
- Two-person integrity when transporting voting equipment and ballots
- Chain of custody security
- Video surveillance
- Auditing processes
- Law enforcement presence when required

II. Physical and Personnel Security

The physical and personnel security measures which have been implemented ensure that only authorized individuals are allowed access to critical election spaces, materials, technical systems, and ballots. Staff members from the Department of Elections are trained and

certified in election processes and procedures. The elections processes are designed to ensure the security and integrity of the election process and are routinely audited and reviewed. There are many check points for accuracy. All these factors ensure the ongoing security and integrity of the election process. Access to Department of Elections work areas is limited during those times when ballots are being processed. Staff shall greet visitors in reception areas and only authorized personnel shall be allowed in restricted areas where ballots are being processed. Employees and observers who work during elections must practice a high level of security. Only authorized personnel with a specific need for access are allowed in sensitive areas.

III. Blank Ballots

Blank ballots are shipped directly from the printer to a room secured by keypad access in the Department of Elections facility. The blank ballots are stored in the Department of Elections vault inside the secure room. Only authorized Elections Department personnel are allowed in this room and the vault once ballots have been delivered. An audit is conducted to verify that the number of ballots received is the same as the number of ballots shipped.

Blank ballots are always distributed from the vault in the secure room: (1) to the Office of the Recorder via a letter of transmittal which shows the number and type of ballots being moved; or (2) to polling places via a Ballot Inventory form which accompanies ballots. Two people accompany ballots being delivered to either the Office of the Recorder or to a polling place.

Blank ballots delivered to the Recorder's office are in the original shipping containers. Ballots delivered to polling places are placed in tubs with tamper-evident seals. The Inspector and the Ballot Judge verify the seals on the ballots when they arrive at the polling place.

IV. Voting Systems and Equipment

When not in use, all polling place ACCU-VOTE scanners and TSX touchscreen voting equipment as well as the GEMS tabulation server are housed in a secured, locked environment, which can only be accessed by authorized employees via an electronic keypad. This secured, locked room serves as the location where the scanners and touchscreens are tested and programmed; where the election database is prepared; where ballot layout and design assurance is performed; and where election results are tabulated on the server. Only authorized election personnel are permitted to enter the secured server room unless escorted by an authorized entrant. Secure room access is given only to qualified and authorized personnel.

ACCU-VOTE scanner and TSX touchscreen voting equipment is certified prior to each election by Arizona Secretary of State personnel.

V. Surveillance Cameras

Surveillance cameras have been installed such that all ballot processing including: early ballot processing, ballot tabulation, and transmission of results can be viewed. Cameras are located in the Department of Elections conference room and server room. Elections Department video streaming is available during election processing times through the Gila County website, www.gilacountyaz.gov/elections and the Secretary of State's website at www.azsos.gov.

VI. Observers

Observation of the tabulation process is grounded in State law. Responsibility for designating and providing political party observers is vested with county political party Chairs. Any other observers are public observers. It is the responsibility of the Gila County Elections Director to approve the assignment of political party observers and to designate where observers may be stationed or seated. (See attached Protocol for Political Party Observers and sample letter to party chairs). Unless approved by the Elections Director, or designee, only one observer from each political party is allowed in any given area at a time.

Observers must stay in designated areas. They cannot interfere with ballot processing nor are they allowed to touch ballots nor processing equipment. Observers may video a process, however, they may not "zoom-in" nor take pictures of any ballot. Viewing windows are available to observe the ballot transmission process.

VII. Ballot Processing Areas

Only designated Elections staff (including designated temporary staff) are allowed access to ballot processing areas. Under no circumstances is the public, including any candidate, allowed behind counters or inside rooms/areas where ballot processing is taking place. No public access includes any candidate for office whether currently in office or not.

At 7:00 pm on election night after the closing of the polls, the entire area of the Department of Elections is devoted to ballot collection and/or processing. Public access is limited to observation areas until all ballots have been returned, tabulation is complete, and all ballots have been secured in the Department of Elections vault.

VIII. Gila County Recorder

The Gila County Recorder's Office is responsible for mailing out Early Ballots and for the ballot signature verification processes. Any security questions relative to these processes should be directed to that office.

Date

Dear Party Chair:

Subject: Political Party Observers and Post-Election Day Hand Count

If you plan to appoint party representatives to observe ballot processing or enter polling places on election day, the last day to provide a copy of the letters of appointment to our office is Tuesday, _____, 20___ no later than 5:00 p.m. The procedure is explained in the attached Gila County Protocol for Political Party Observers document. All appointees are to be provided a copy of this document and should be familiar with the protocols contained therein.

Should you choose to participate in a post-election day hand count as provided in ARS §16.602(B) and (G, the following procedures shall apply to the selection process and the conduct of the hand count

- Four hand count board members shall be designated in writing by each party no later than 5:00 p.m. on Tuesday, _____, 20__.

- If the total number of hand count board members provided on the lists from all the county political party chairmen is less than eight, I shall notify the parties of the shortage by 9:00 a.m. on Wednesday, _____, 20___. The hand count shall not proceed unless the political parties provide, in writing, a sufficient number of persons by 5:00 p.m. on Thursday, _____, 20___.

- The hand count shall not proceed unless the county political party chairmen from two different recognized political parties participate in the hand count.

- If less than four hand count board members per political party fail to appear to perform the hand count, no hand count will be conducted.

- For the hand count to proceed, no more than 75 percent of the persons performing the hand count shall be from the same political party.

If you have any questions, please feel free to contact me anytime.

Very truly yours,

Linda V. Eastlick, Director
Gila County Department of Elections

Enclosure

GILA COUNTY, ARIZONA

DEPARTMENT OF ELECTIONS

Protocol for Political Party Observers

The Gila County Department of Elections in their efforts to carry out Arizona election laws and procedures has established Protocol for Political Party Observers. These protocols are intended to provide guidance to observers and ensure that questions or issues are handled quickly and efficiently and that observers participate in the election process with minimal disruption to the voter, the polling place election board and elections staff.

Observer Appointments and Procedures

A.R.S.§ 16-590 provides for the appointment of challengers and party representatives:

A. The county chairman of each party may, for each precinct, by written appointment addressed to the election board, designate a party agent or representative and alternates for a polling place in the precinct who may act as challengers for the party which appointed him.

B. At each voting place, one challenger for each political party may be present and act, but no challenger may enter a voting booth except to mark his ballot.

C. Not more than the number of party representatives for each party which were mutually agreed upon by each political party represented on the ballot shall be in the polling place at one time. If such agreement cannot be reached, the number of representatives shall be limited to one in the polling place at one time for each political party.

The county party chairman must provide the Gila County Department of Elections with a copy of a signed letter of appointment for each party representative, designating the duties of the representative (as an observer, challenger, or to pick up poll list pages, or all three), no later than 5:00 p.m. two weeks before the election. The letters may be provided by fax to the attention of Gila County Elections at (928) 402-4319, or mailed, or hand delivered, to Gila County Elections at 5515 S Apache Avenue, Globe AZ 85501. The county party chair must sign each letter. Each party representative must have the appointment letter in hand when entering the polling place and must show the appointment letter to the polling place Marshal who will direct them to the Inspector.

Each county chairman will notify the county elections office of the number of party representatives agreed upon for each polling place. If notification is not received by 5:00 p.m. on the Friday before the election, only one representative from each party will be allowed in a polling place at one time, except for the party representative arriving solely for the purpose of picking up the poll list pages.

If the challenger makes a Challenge:

Questions or concerns regarding the voting process or activities at the polling site or any challengers should be brought to the attention of the Inspector. If the Inspector is unavailable, call the Gila County Department of Elections at 928-402-8750 or 928-402-8708.

Observers should "observe" as quietly as possible. Observers may not: enter a voting booth, except to mark their own ballot; touch any ballot; approach any voter; disrupt the polling place; engage in protracted or political conversation; or interfere with the voting process in any way. Violators will be asked to leave the polling place.

Poll List Page Distribution

Arizona Revised Statutes §16-571(B) allows for the distribution of poll list pages:

Immediately upon the completion of each page of the poll list one copy shall, upon request, be given to a representative designated by each major political party (Democrat and Republican).

Representatives appointed by the county party chairman to pick up the poll list pages MUST have a signed letter of appointment in hand when entering the polling place. The representative must show the letter to the polling place Marshal who will direct them to the Inspector. The representative may visit a polling place as often as necessary.

75-Foot Zone

Arizona Revised Statutes §16-515(B) requires that three "75 Foot Limit" signs be posted at each polling place:

No person shall be allowed to remain inside these limits while the polls are open, except for the purpose of voting, and except the election officials, one representative at any one time of each political party represented on the ballot who has been appointed by the county chairman of such political party, and challengers allowed by law. Voters having cast their ballots shall at once retire without the seventy-five foot limit. A person violating any provision of this notice is guilty of a class 2 misdemeanor.

The polling place election board Marshal is appointed by the Gila County Board of Supervisors to preserve order at the polls and prevent violation of the election laws.

Arizona Revised Statutes §16-1018 prohibits unlawful acts by persons with respect to voting:

A. A person who knowingly electioneers on election day within a polling place or in a public manner within 75 feet of the main outside entrance of a polling place or on-site early voting location established by the county recorder is guilty of a class 2 misdemeanor.

Any item is considered campaign material if it displays support or opposition of a candidate or ballot measure. Prohibited items include, but are not limited to: signs,

flyers, buttons, pencils, clothing, hats/caps, or bumper stickers. The polling place election board workers are instructed to remove or cause to be removed or covered all campaign material within the 75 foot limit. No voter with visible campaign material will be permitted to remain inside the 75 foot limit or to enter the polling place.

Voter Assistance

Arizona Revised Statutes § 16-580(G) defines assistance for certain electors:

G. Any registered voter may, at the voter's option, be accompanied by a minor who is permitted in the voting booth pursuant to § 16-515(E), be accompanied and assisted by a person of the voter's own choice or be assisted by two election officials, one from each major political party, during any process relating to voting or during the actual process of voting on a paper ballot, machine or electronic voting system. A person who is a candidate for an office in that election other than the office of precinct committeeman is not eligible to assist any voter.

Reservation Protocol

As there may be other rules that govern behavior on the Indian Reservations, candidates and other interested persons may want to check with tribal officials before planning activities on the reservations.

Early Voting Sites

"Polling Place Protocol" as outlined by the Elections Director should be followed by an observer at any of the Early Voting Sites; except the party chairman shall present a copy of the letter of appointment to the County Recorder for all Early Voting observers. This letter shall be delivered to the County Recorder at least two weeks prior to the date of observer actions. Designated party representatives MUST have the "original appointment" letter in hand when they enter the Early Voting polling sites.

Updated April, 2012

ARF-1255 **Regular Agenda Item 3- D**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	David Rogers, Elections Specialist, Elections Department
Department:	Elections Department		
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Order adopting changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries.

Background Information

The Gila County Board of Supervisors approved an order adopting Plan A as the Gila County Supervisorial Redistricting Plan on October 18, 2011. The plan was submitted to the United States Department of Justice for preclearance on November 21, 2011. Gila County received the Department of Justice's preclearance letter on January 26, 2012.

The Arizona Independent Redistricting Commission is responsible for creating congressional and legislative boundaries after each census. County precinct boundaries must conform to congressional and legislative boundaries. Because County plans are usually adopted before congressional and legislative plans, minor changes to county precinct boundaries are often required. The Department of Justice precleared the Independent Redistricting Commissions Congressional District Submission on April 9, 2012, and their Legislative District Submission on April 26, 2012.

Evaluation

With the preclearance of the Independent Redistricting Commission congressional and legislative boundaries, Gila County must make a minor adjustment to the boundary lines between the election precincts of Young and Carrizo.

According to the 2010 Census there is zero population in the area affected by this change. The boundary being used by the Independent Redistricting Commission between the election precincts of Young and Carrizo is the Fort Apache Indian Reservation. Gila County will need to adjust the boundary between Young and Carrizo to conform to this boundary line.

Conclusion

The Board of Supervisors has the ultimate responsibility and authority to approve boundary changes to election precincts. Upon approval of this Order adopting boundary changes, a preclearance submission will be made to the Department of Justice and the Order will become a part of that submission.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the Order adopting the changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries.

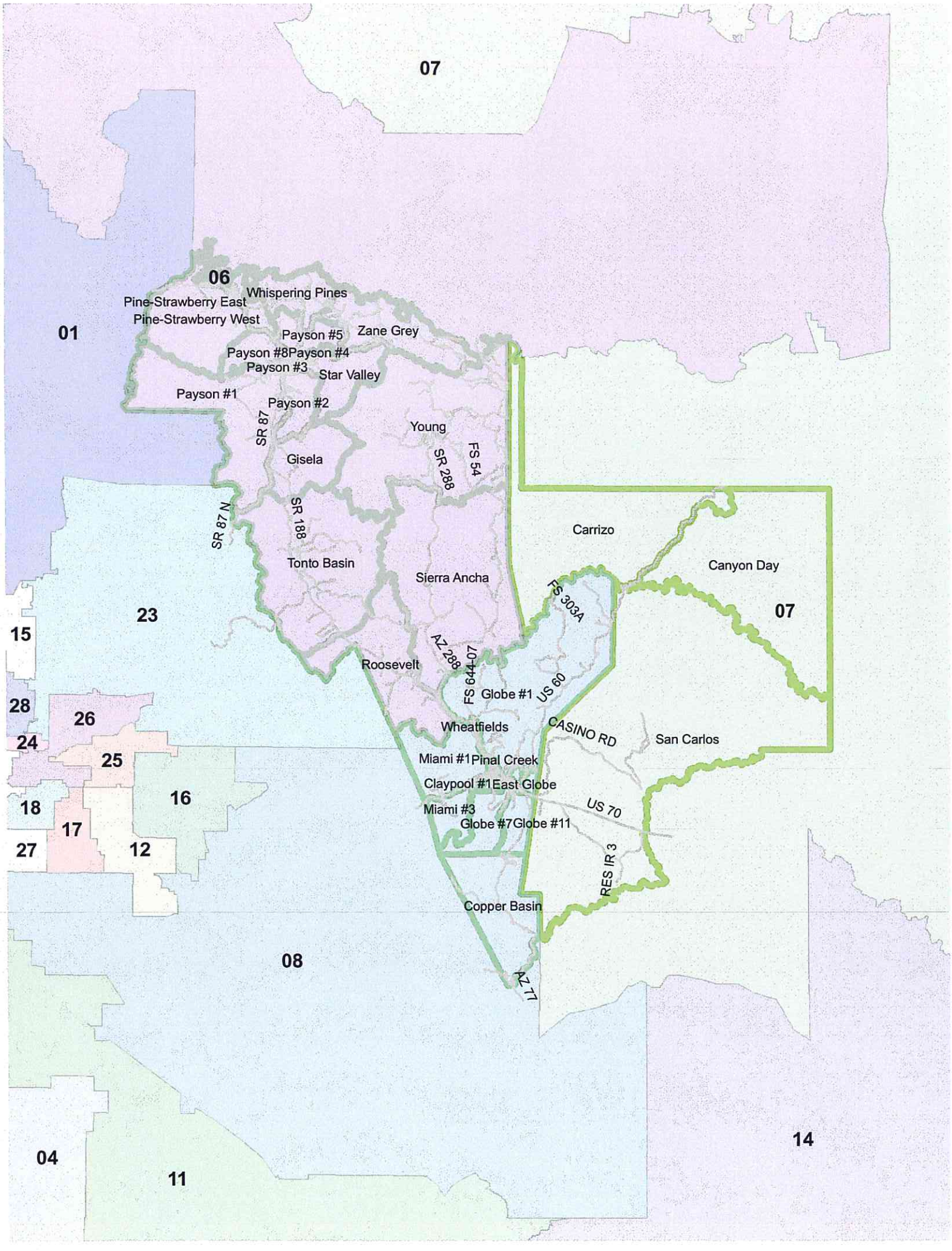
Suggested Motion

Information/Discussion/Action to approve an Order adopting changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries. **(Linda Eastlick)**

Attachments

Legislative & Reservation Maps

Order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06
Whispering Pines
Pine-Strawberry East
Pine-Strawberry West
01
Payson #5
Zane Grey
Payson #8
Payson #4
Payson #3
Star Valley
Payson #1
Payson #2
SR 87
Young
SR 288
FS 54
Gisela
SR 87 N
SR 188
Carrizo
Canyon Day
Tonto Basin
Sierra Ancha
FS 303A
07
23
15
AZ 288
FS 644-07
Roosevelt
US 60
Globe #1
28
26
Wheatfields
CASINO RD
San Carlos
24
25
Miami #1
Pinal Creek
Claypool #1
East Globe
16
18
Miami #3
US 70
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Globe #7
Globe #11
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Copper Basin
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AZ 77
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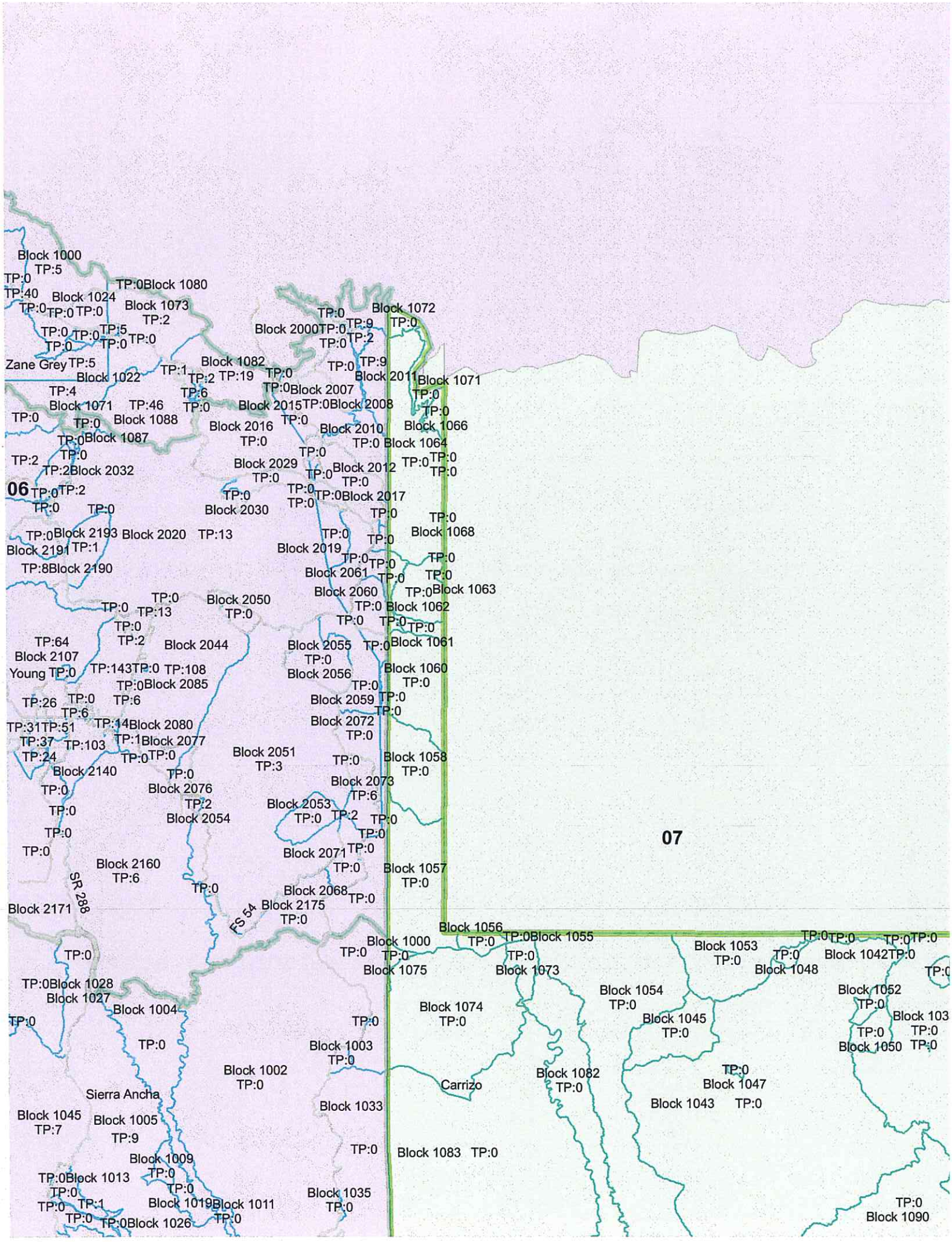
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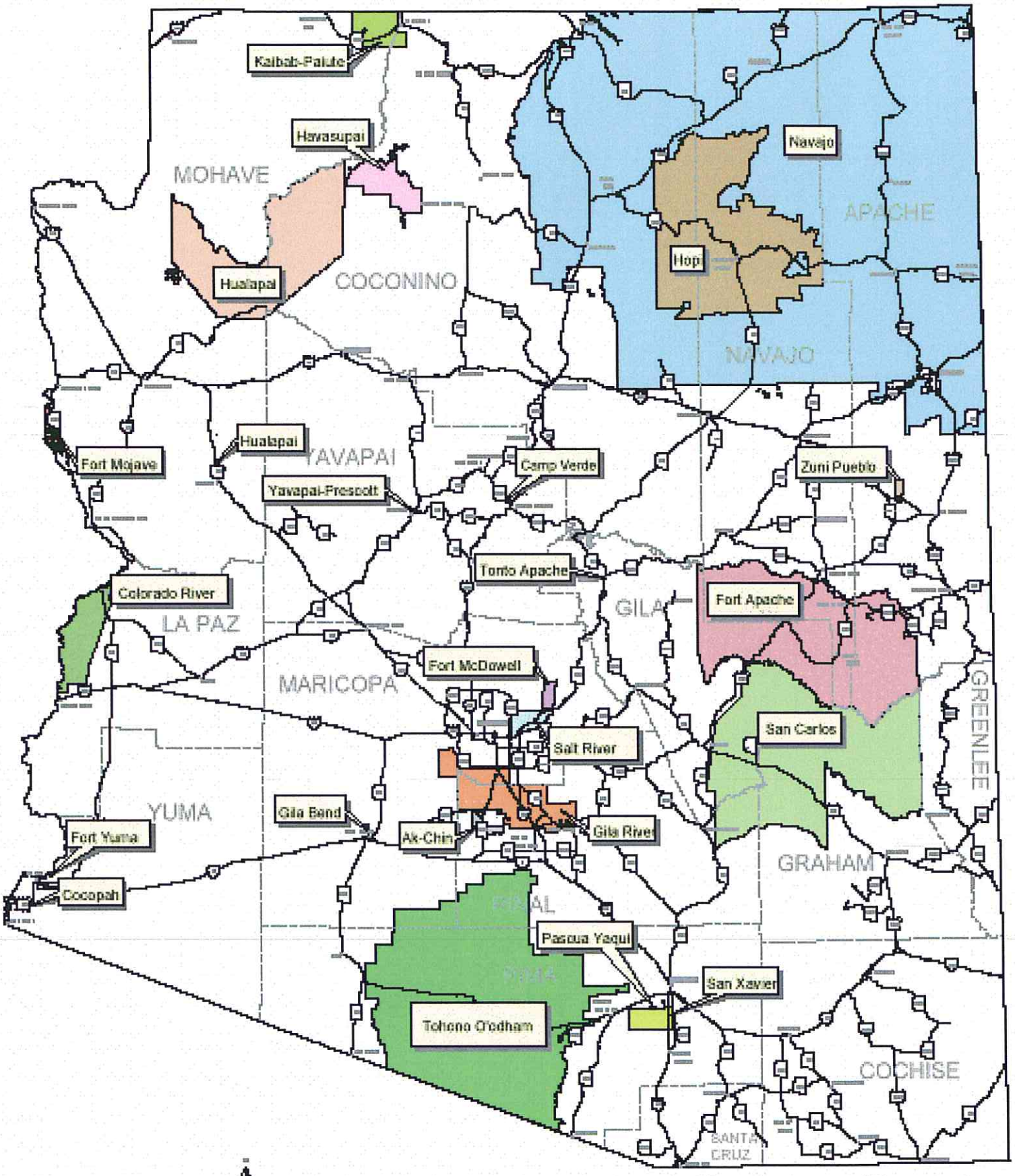
American Indian Reservations



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Arizona Department of Transportation
Transportation Planning Division

ORDER

As a result of the legislative redistricting plan prepared by the Arizona Independent Redistricting Commission, the Board of Supervisors of Gila County met on Tuesday, June 5, 2012, to review and discuss the changes to the election precincts of Young and Carrizo, both within Supervisorial District III, Gila County, Arizona.

IT IS HEREBY ORDERED by the Gila County Board of Supervisors that the changes to the Young and Carrizo election precinct boundaries shall conform to the Legislative District #6 and Legislative District #7 boundaries.

IT IS FURTHER ORDERED that the new boundaries of the Young and Carrizo election precincts shall be recorded in the Office of the Gila County Recorder, according to the maps of the affected election precincts, included herein as Exhibit A and Exhibit B.

DATED at Globe, Gila County, Arizona, this 5th day of June, 2012.

Gila County Board of Supervisors

_____

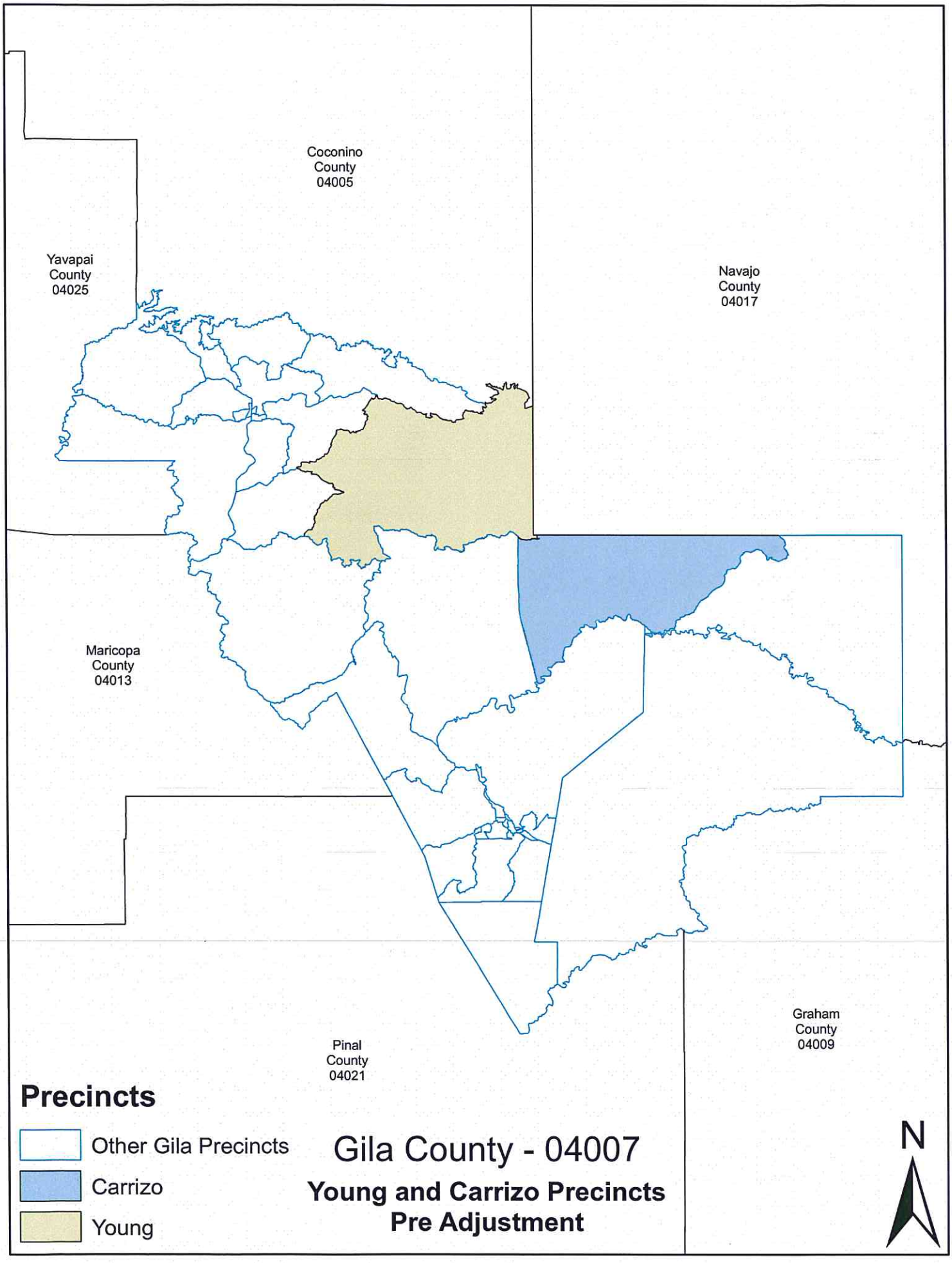
Tommie C. Martin, Chairman

Attest:

_____

Marian Sheppard, Chief Deputy Clerk

EXHIBIT A


Coconino
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Yavapai
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Navajo
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Maricopa
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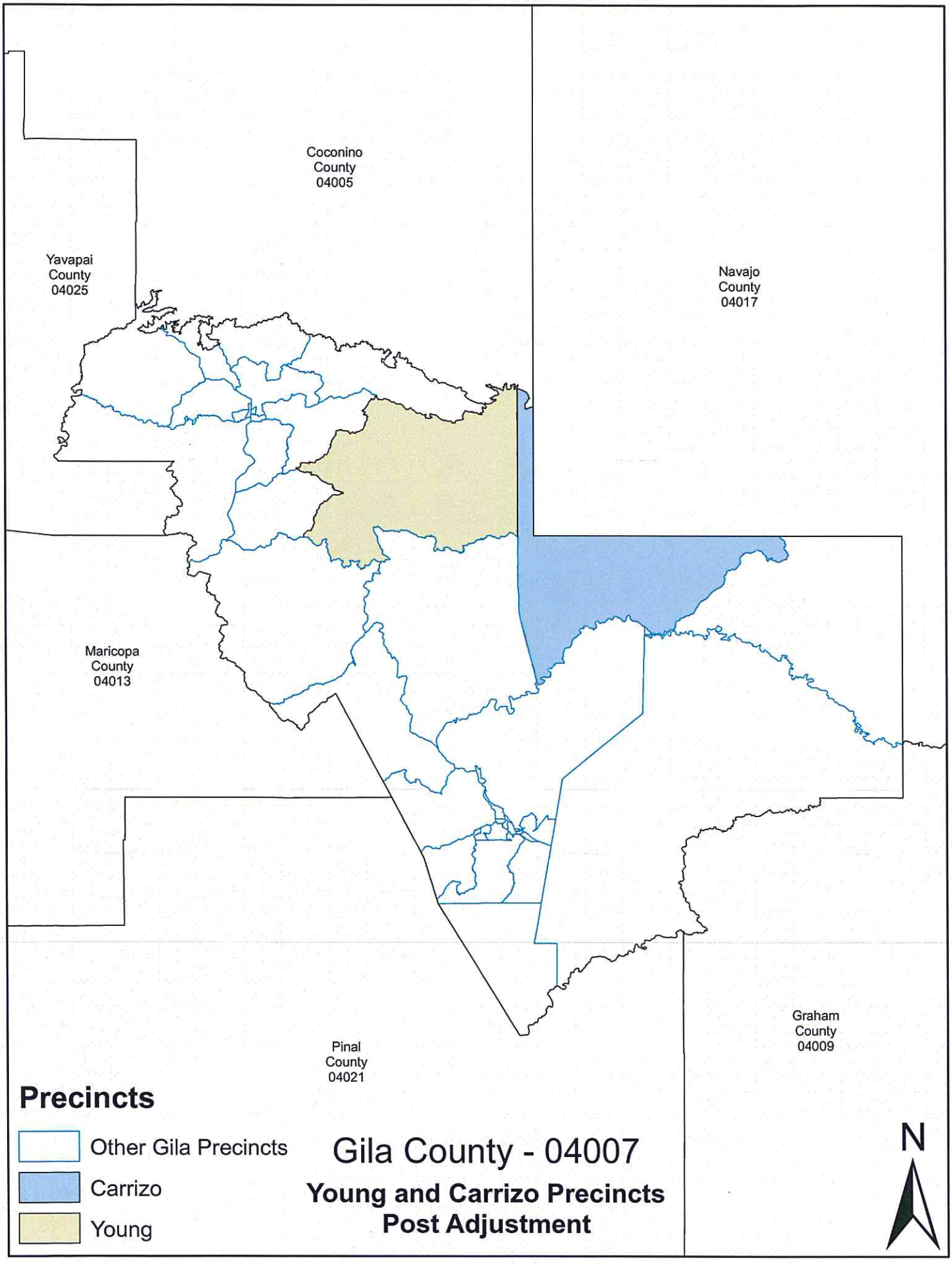
04013
Pinal
County
04021
Graham
County
04009
Precincts
Other Gila Precincts
Carrizo
Young
Gila County - 04007
Young and Carrizo Precincts
Pre Adjustment
N

EXHIBIT B


Coconino
County
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Maricopa
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04013
Pinal
County
04021
Graham
County
04009
Precincts
Other Gila Precincts
Carrizo
Young
Gila County - 04007
Young and Carrizo Precincts
Post Adjustment
N

ARF-1245 **Regular Agenda Item 3- E**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/12 through 9/30/12	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name: Steve Sanders

Information

Request/Subject

Request to Submit Offer Letters for Acquisition of Right-of-Way for the Tonto Creek Bridge Project.

Background Information

The Tonto Creek Bridge Design Project is at the 95% review stage. Before the Project can be released by ADOT at the 100% stage the necessary Right-of-Way must be obtained by Gila County.

Evaluation

There are 5 private properties where Right-of-Way must be acquired for bridge construction. Since the construction of the project will most surely involve federal funding, the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES FOR FEDERAL AND FEDERALLY ASSISTED PROGRAMS (Uniform Act) must be followed for any Right-of-Way acquisition. An appraiser experienced with the Uniform Act and who is also certified as an Arizona General Real Estate Appraiser conducted the appraisal on all 5 properties. The appraisals were then reviewed and approved by an appraiser from the ADOT Right-of-Way section.

In addition to these private properties additional Highway Easement must be obtained from the Tonto National Forest via a different process. Staff will come back to the Board with that easement request in the near future.

Conclusion

Public Works has reviewed the appraisals and finds them to be reasonable. Arizona State Statute allows Gila County to purchase property for Right-of-Way based upon appraised value. Public Works has prepared Offer Letter packages for each of the 5 properties based upon appraised value from our consultant appraiser. The packages have been reviewed and approved by the ADOT Right-of-Way section for compliance with the Uniform Act. The Tonto Creek Bridge Design Project cannot be completed and constructed without acquisition of these Right-of-Ways in compliance with the Uniform Act.

Recommendation

It is the recommendation of the Deputy Director of the Public Works Public Division that the Board of Supervisors approve sending out the Offer Letter packages to the 5 affected property owners so that the Tonto Creek Bridge Project can move forward to design completion and bid-ready documents. Funding for the acquisition is included in the Fiscal Year 2012/2013 budget from the County half-cent Transportation Excise Tax.

Suggested Motion

Information/Discussion/Action to authorize the Public Works Division to send out 5 Offer Letter packages to property owners for acquisition of Right-of-Way based upon the appraised value as determine by the consultant appraiser so the Tonto Creek Bridge Project can move forward to design completion.
(Steve Sanders)

Attachments

Cline Offer Letter
Henderson Offer Letter
Jacobs Offer Letter
Nudson Offer Letter
Tonto Basin Fire District Offer Letter
Cline Map and Legal Description
Henderson Map and Legal Description
Jacobs Map and Legal Description
Nudson Map and Legal Description
Tonto Basin Fire District Map and Legal Description

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8502
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
Highway: Old Highway 188
Section: 14
Parcel: 201-06-007F

June 5, 2012

Dear Mr. Cline:

The County of Gila presents its offer of $120,955 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement*, and in compliance with the laws of the State. A pre-addressed, postage-paid return envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received from you; however, unusual circumstances may increase this time.

If you have any questions, please contact me at (928) 402-8530.

Thank you for your consideration.

Sincerely,

Steve Sanders,

Deputy Director

Attachment/Enclosures

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
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1400 East Ash Street
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GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
Highway: Old Highway 188
Section: 14
Parcel: 201-06-007F

June 5, 2012

Dear Stella P. Henderson Trust:

The County of Gila presents its offer of $4,242 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

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If you have any questions, please contact me at (928) 402-8530.

Thank you for your consideration.

Sincerely,

Steve Sanders

Deputy Director,

Attachment/Enclosures

- Administration
- Auto/Equipment Maintenance
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Globe, Arizona 85501
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Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
Highway: Old Highway 188
Section: 14
Parcel: 201-06-007F

June 5, 2012

Dear Mr. & Mrs. Jacobs:

The County of Gila presents its offer of $7,968 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement*, and in compliance with the laws of the State. A pre-addressed, postage-paid return envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received from you; however, unusual circumstances may increase this time.

If you have any questions, please contact me at (928) 402-8530.

Thank you for your consideration.

Sincerely,

Steve Sanders,

Deputy Director

Attachment/Enclosures

- Administration
- Auto/Equipment Maintenance
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- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
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- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8502
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
Highway: Old Highway 188
Section: 14
Parcel: 201-06-007A

June 5, 2012

Dear Mr. & Mrs. Nudson:

The County of Gila presents its offer of $704 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement*, and in compliance with the laws of the State. A pre-addressed, postage-paid return envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received from you; however, unusual circumstances may increase this time.

If you have any questions, please contact me at (928) 402-8530.

Thank you for your consideration.

Sincerely,

Steve Sanders,

Deputy Director

Attachment/Enclosures

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8502
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
Highway: Old Highway 188
Section: 14
Parcel: 201-06-007F

June 5, 2012

Dear Tonto Basin Fire District:

The County of Gila presents its offer of $137,800 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement*, and in compliance with the laws of the State. A pre-addressed, postage-paid return envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received from you; however, unusual circumstances may increase this time.

If you have any questions, please contact me at (928) 402-8530

Thank you for your consideration.

Sincerely,

Steve Sanders,

Deputy Director

Attachment/Enclosures

AERIAL PHOTOGRAPH

North

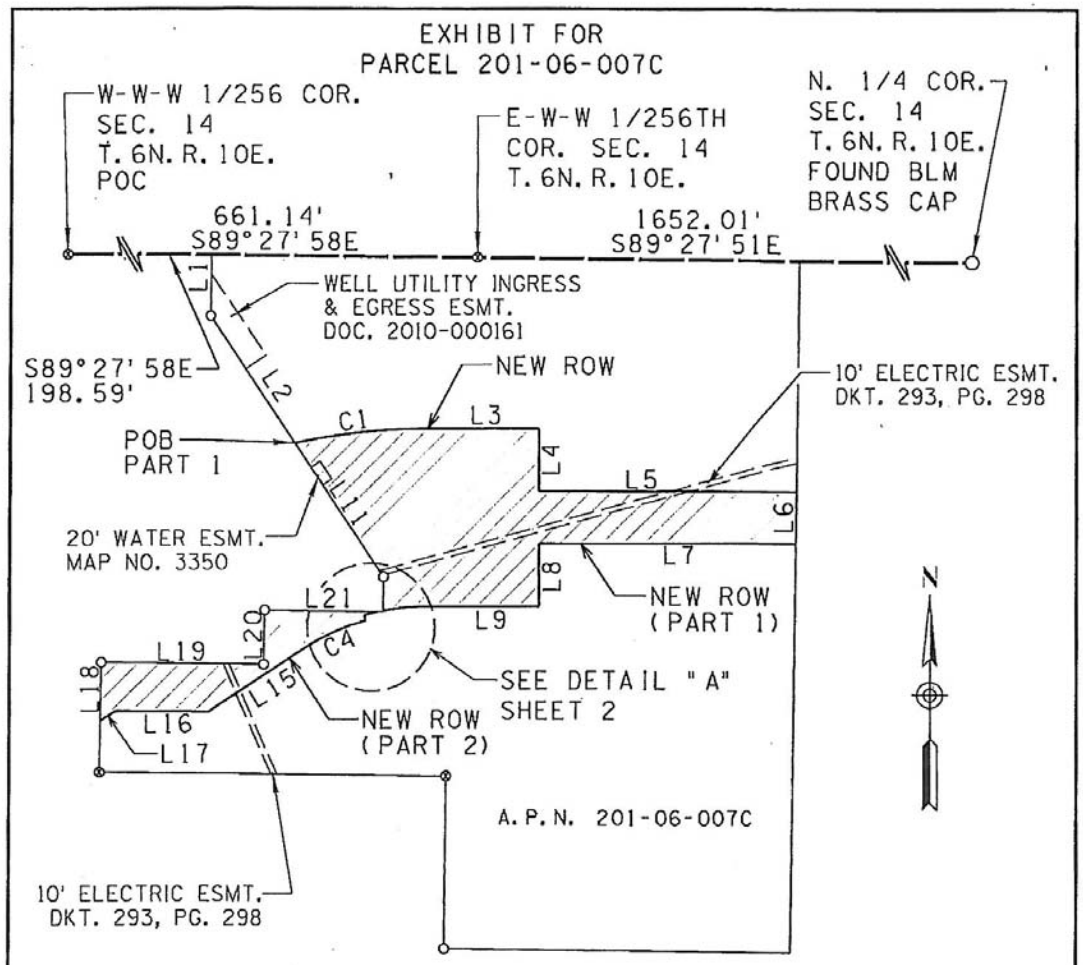


EXHIBIT FOR
PARCEL 201-06-007C
W-W-W 1/256 COR.
SEC. 14
T. 6N. R. 10E.
POC
E-W-W 1/256TH
COR. SEC. 14
T. 6N. R. 10E.
N. 1/4 COR.
SEC. 14
T. 6N. R. 10E.
FOUND BLM
BRASS CAP
661.14'
S89°27'58E
1652.01'
S89°27'51E
WELL UTILITY INGRESS
& EGRESS ESMT.
DOC. 2010-000161
S89°27'58E
198.59'
NEW ROW
10' ELECTRIC ESMT.
DKT. 293, PG. 298
POB
PART 1
20' WATER ESMT.
MAP NO. 3350
NEW ROW
(PART 1)
SEE DETAIL "A"
SHEET 2
NEW ROW
(PART 2)
A.P.N. 201-06-007C
10' ELECTRIC ESMT.
DKT. 293, PG. 298
N
LEGEND
ROW RIGHT-OF-WAY
BLM BUREAU OF LAND MANAGMENT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
o FOUND ½" REBAR WITH CAP LS 34711 UNLESS NOTED OTHERWISE
⊗ FOUND BLM ALUMINUM CAP
NEW RIGHT-OF-WAY
212,605 SQ. FT.
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us
DR: CWH CK: ADR SHEET NO. 1 TOTAL SHEETS 2
DATE: 11-21-11
SCALE: N.T.S.
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed 12/1/11
ARIZONA, U.S.A.
EXPIRES 3/31/2013
12/1/2011

EXHIBIT A
New Right-of-Way
Parcel 201-06-007C

That portion of the Northwest Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Aluminum Cap marking the Northwest corner of the East half of the Northwest quarter of the Northwest quarter of the Northwest quarter (E ½ NW ¼ NW ¼ NW ¼) of said Section 14, also known as the W-W-W 1/256 corner, from which a Bureau of Land Management Aluminum Cap marking the Northeast corner of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter (W ½ NE ¼ NW ¼ NW ¼) of said Section 14, also known as the E-W-W 1/256 corner, bears S 89° 27' 58" E, a distance of 661.14 feet;

THENCE S 89° 27' 58" E along the North line of said Section 14, a distance of 198.59 feet to the Northwest corner of that certain parcel of land shown as "Parcel C" on Record of Survey recorded as Map No. 3350 in the Official Records of Gila County, Arizona;

THENCE S 00° 36' 43" W along the West line of said parcel, a distance of 116.81 feet to a ½" rebar with cap stamped "LS 34711";

THENCE continuing along said West line S 33° 36' 51" E, a distance of 292.61 feet to the beginning of a non-tangent curve concave Southerly, having a local tangent bearing of N 77° 31' 03" E and a radius of 1186.59 feet, said point being the **POINT OF BEGINNING** of Part 1;

THENCE along the arc of said curve, to the right, through a central angle of 12° 24' 05", an arc length of 256.83 feet to a point of tangency;

THENCE N 89° 55' 08" E, a distance of 215.14 feet;

THENCE S 00° 04' 52" E, a distance of 120.00 feet;

THENCE N 89° 55' 08" E, a distance of 487.55 feet to the Easterly line of said parcel;

THENCE S 00° 37' 20" W, along said Easterly line, a distance of 100.01 feet;

THENCE S 89° 55' 08" W, a distance of 486.32 feet;

THENCE S 00° 04' 52" E, a distance of 120.00 feet;

THENCE S 89° 55' 08" W, a distance of 215.14 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 444.00 feet;

THENCE along the arc of said curve, to the left, through a central angle of 11° 10' 34", an arc length of 86.61 feet to a point on the Westerly line of said Parcel;

THENCE N 00° 35' 43" E, along said Westerly line, a distance of 64.91 feet to a ½" rebar with cap stamped "LS 34711";

THENCE continuing along said Westerly line, N 33° 36' 51" W, a distance of 306.91 feet to the **POINT OF BEGINNING** of Part 1;

TOGETHER WITH:

COMMENCING at a Bureau of Land Management Aluminum Cap marking the Northwest corner of the East half of the Northwest quarter of the Northwest quarter of the Northwest quarter (E ½ NW ¼ NW ¼ NW ¼) of said Section 14, also known as the W-W-W 1/256 corner, from which a Bureau of Land Management Aluminum Cap marking the Northeast corner of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter (W ½ NE ¼ NW ¼ NW ¼) of said Section 14, also known as the E-W-W 1/256 corner, bears S 89° 27' 58" E, a distance of 661.14 feet;

THENCE S 89° 27' 58" E, a distance of 198.59 feet to the Northwest corner of that certain parcel of land shown as "Parcel C" on Record of Survey recorded as Map No. 3350 in the Official Records of Gila County, Arizona;

THENCE along the Westerly line of said parcel the following courses:

THENCE S 00° 36' 43" W, a distance of 116.81 feet to a ½" rebar with cap stamped "LS 34711";

THENCE S 33° 36' 51" E, a distance of 599.52 feet to a ½" rebar with cap stamped "LS 34711";

THENCE S 00° 35' 43" W, a distance of 67.28 feet to a ½" rebar with cap stamped "LS 34711";

THENCE N 89° 07' 13" W, a distance of 10.42 feet to the beginning of a non-tangent curve concave Southeasterly, having a local tangent bearing of S 77° 21' 53" W and a radius of 444.00 feet, said point being the **POINT OF BEGINNING** of Part 2;

THENCE along the arc of said curve, to the left, through a central angle of 03° 20' 12", an arc length of 25.86 feet to a point of non-tangency;

THENCE S 14° 05' 41" E, a distance of 10.01 feet to the beginning of a non-tangent curve concave Southeasterly, having a local tangent bearing of S 73° 59' 05" W and a radius of 434.00 feet;

THENCE along the arc of said curve, to the left, through a central angle of 17° 36' 09", an arc length of 133.33 feet to a point of tangency;

THENCE S 56° 22' 55" W, a distance of 215.26 feet;

THENCE N 89° 25' 56" W, a distance of 177.98 feet;

THENCE S 56° 22' 55" W, a distance of 34.02 feet to the Westerly line of said Parcel;

THENCE along said Westerly line the following courses:

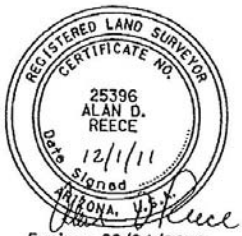
THENCE N 00° 51' 40" E, a distance of 112.04 feet to a ½" rebar with cap stamped "LS 34711";

THENCE S 89° 11' 40" E, a distance of 310.35 feet to a ½" rebar and cap stamped "LS 34711";

THENCE N 00° 45' 42" E, a distance of 103.74 feet to a ½" rebar and cap stamped "LS 34711";

THENCE S 89° 07' 13" E, a distance of 215.36 feet to the **POINT OF BEGINNING** of Part 2.

Containing a total of 212,605 sq. ft., more or less.



Expires: 03/31/2013

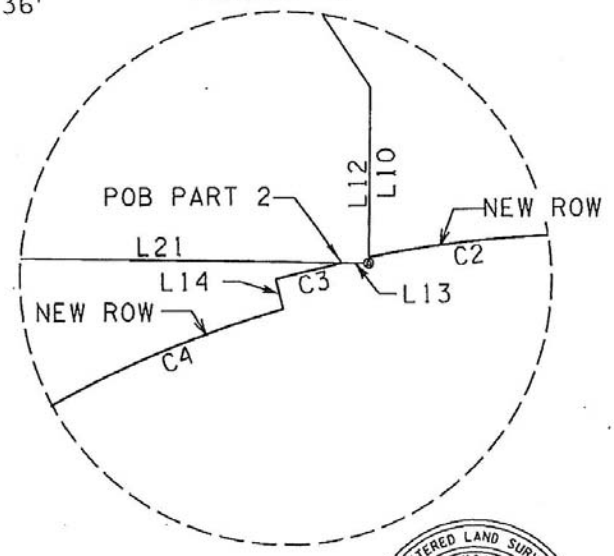
LINE TABLE

L1	S0°36'43"W	116.81'
L2	S33°36'51"E	292.61'
L3	N89°55'08"E	215.14'
L4	S0°04'52"E	120.00'
L5	N89°55'08"E	487.55'
L6	S0°37'20"W	100.01'
L7	S89°55'08"W	486.32'
L8	S0°04'52"E	120.00'
L9	S89°55'08"W	215.14'
L10	N0°35'43"E	64.91'
L11	N33°36'51"W	306.91'
L12	S0°35'43"W	67.28'
L13	N89°07'13"W	10.42'
L14	S14°05'41"E	10.01'
L15	S56°22'55"W	215.26'
L16	N89°25'56"W	177.98'
L17	S56°22'55"W	34.02'
L18	N0°51'40"E	112.04'
L19	S89°11'40"E	310.35'
L20	N0°45'42"E	103.74'
L21	S89°07'13"E	215.36'

CURVE TABLE

C1	Δ =	12°24'05"
	R =	1186.59'
	L =	256.83'
	LTB =	N77°31'03"E
C2	Δ =	11°10'34"
	R =	444.00'
	L =	86.61'
	LTB =	S89°55'08"W
C3	Δ =	3°20'12"
	R =	444.00'
	L =	25.86'
	LTB =	S77°21'53"W
C4	Δ =	17°36'09"
	R =	434.00'
	L =	133.33'
	LTB =	S73°59'05"W

DETAIL "A"



LEGEND

ROW	RIGHT-OF-WAY
BLM	BUREAU OF LAND MANAGMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
⊙	FOUND ½" REBAR NO TAG

NEW RIGHT-OF-WAY
212,605 SQ. FT.

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS	
DATE: 11-21-11				
SCALE: N.T.S.		2	2	

12/1/2011

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed 12/1/11
ARIZONA U.S.A.

EXPIRES 3/31/2013

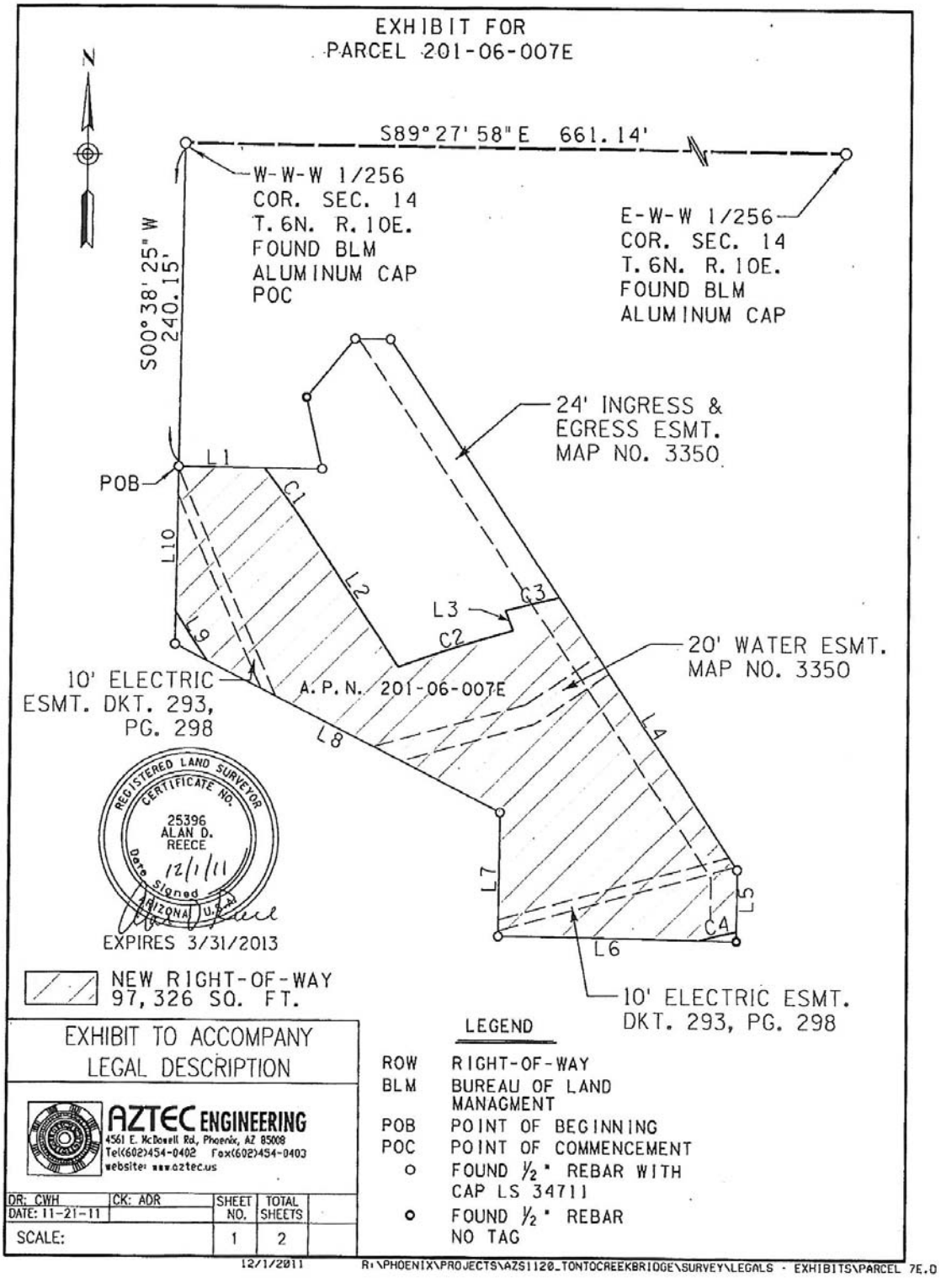


EXHIBIT FOR
PARCEL 201-06-007E
N
S89°27'58"E 661.14'
W-W-W 1/256
COR. SEC. 14
T. 6N. R. 10E.
FOUND BLM
ALUMINUM CAP
POC
E-W-W 1/256
COR. SEC. 14
T. 6N. R. 10E.
FOUND BLM
ALUMINUM CAP
S00°38'25"W
240.15'
24' INGRESS &
EGRESS ESMT.
MAP NO. 3350
POB
L1
C1
L10
L2
L3
C3
C2
L9
20' WATER ESMT.
MAP NO. 3350
10' ELECTRIC
ESMT. DKT. 293,
PG. 298
A.P.N. 201-06-007E
L8
L4
L7
L5
C4
L6
10' ELECTRIC ESMT.
DKT. 293, PG. 298
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed
12/1/11
ARIZONA U.S.A.
EXPIRES 3/31/2013
NEW RIGHT-OF-WAY
97,326 SQ. FT.
LEGEND
ROW RIGHT-OF-WAY
BLM BUREAU OF LAND MANAGMENT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
o FOUND ½" REBAR WITH CAP LS 34711
o FOUND ½" REBAR NO TAG
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us
DR: CWH
CK: ADR
DATE: 11-21-11
SHEET NO. 1
TOTAL SHEETS 2
SCALE:
12/1/2011
R:\PHOENIX\PROJECTS\AZS1120_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 7E.D

EXHIBIT A
New Right-of-Way
Parcel 201-06-007E

That portion of the Northwest Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Aluminum Cap marking the Northwest corner of the East half of the Northwest quarter of the Northwest quarter of the Northwest quarter (E ½ NW ¼ NW ¼ NW ¼) of said Section 14, also known as the W-W-W 1/256 corner, from which a Bureau of Land Management Aluminum Cap marking the Northeast corner of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter (W ½ NE ¼ NW ¼ NW ¼) of said Section 14, also known as the E-W-W 1/256 corner, bears S 89° 27' 58" E, a distance of 661.14 feet;

THENCE S 00° 38' 25" W along the West line of said East half, a distance of 240.15 feet to a ½" rebar with cap stamped "LS 34711"marking the Northeast corner of that certain parcel of land shown as "Parcel B" on Record of Survey recorded at Map No. 3350 in the Official Records of Gila County, Arizona, said point being the **POINT OF BEGINNING**;

THENCE S 89° 24' 14" E along the North line of said parcel, a distance of 81.36 feet to the beginning of a non-tangent curve concave Southwesterly, having a local tangent bearing of S 38° 40' 33" E and a radius of 746.62 feet;

THENCE along the arc of said curve, to the right, through a central angle of 05° 03' 28", an arc length of 65.91 feet to a point of tangency;

THENCE S 33° 37' 05" E, a distance of 161.12 feet to the beginning of a non-tangent curve concave Southeasterly, having a local tangent bearing of N 69° 28' 23" E and a radius of 1166.59 feet;

THENCE along the arc of said curve, to the right, through a central angle of 05° 37' 14", an arc length of 114.44 feet to a point of non-tangency;

THENCE N 20° 53' 41" W, a distance of 20.11 feet to the beginning of a non-tangent curve concave Southeasterly, having a local tangent bearing of N 74° 59' 33" E and a radius of 1186.59 feet;

THENCE along the arc of said curve, to the right, through a central angle of 02° 31' 30", an arc length of 52.29 feet to a point of non-tangency on the Easterly line of said Parcel;

THENCE S 33° 36' 51" E along said Easterly line, a distance of 306.91 feet to a ½" rebar with cap stamped "LS 34711";

THENCE continuing along said Easterly line S 00° 35' 43" W, a distance of 64.91 feet to the beginning of a non-tangent curve concave Southeasterly, having a local tangent bearing of S 78° 44' 34" W and a radius of 444.00 feet;

THENCE along the arc of said curve, to the left, through a central angle of 01° 22' 41", an arc length of 10.68 feet to a point of non-tangency on the Southerly line of said Parcel;

THENCE N 89° 07' 13" W along said Southerly line, a distance of 215.36 feet to a ½" rebar with cap stamped "LS 34711" marking the Southwest corner of said Parcel;

THENCE N 00° 47' 20" E along the Westerly line of said Parcel, a distance of 116.65 feet to a ½" rebar with cap stamped "LS 34711";

THENCE continuing along said Westerly line N 63° 01' 26" W, a distance of 337.28 feet;

THENCE N 33° 37' 05" W, a distance of 15.05 feet;

THENCE N 00° 39' 54" E, a distance of 159.45 feet to the **POINT OF BEGINNING**.

Containing 97,326 sq. ft., more or less.

Expires: 03/31/2013

LINE TABLE

L1	S89°24'14"E	81.36'
L2	S33°37'05"E	161.12'
L3	N20°53'41"W	20.11'
L4	S33°36'51"E	306.91'
L5	S0°35'43"W	64.91'
L6	N89°07'13"W	215.36'
L7	N0°47'20"E	116.65'
L8	N63°01'26"W	337.28'
L9	N33°37'05"W	15.05'
L10	N0°39'54"E	159.45'

CURVE TABLE

C1	Δ =	5°03'28"
	R =	746.62'
	L =	65.91'
	LTB =	S38°40'33"E
C2	Δ =	5°37'14"
	R =	1166.59'
	L =	114.44'
	LTB =	N69°28'23"E
C3	Δ =	2°31'30"
	R =	1186.59'
	L =	52.29'
	LTB =	N74°59'33"E
C4	Δ =	1°22'41"
	R =	444.00'
	L =	10.68'
	LTB =	S78°44'34"W

LEGEND

ROW	RIGHT-OF-WAY
BLM	BUREAU OF LAND MANAGMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
o	FOUND ½" REBAR WITH CAP LS 34711
o	FOUND ½" REBAR NO TAG

NEW RIGHT-OF-WAY
97,326 SQ. FT.

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS	
DATE: 11-21-11				
SCALE:		2	2	

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed 12/1/11
ARIZONA U.S.A.

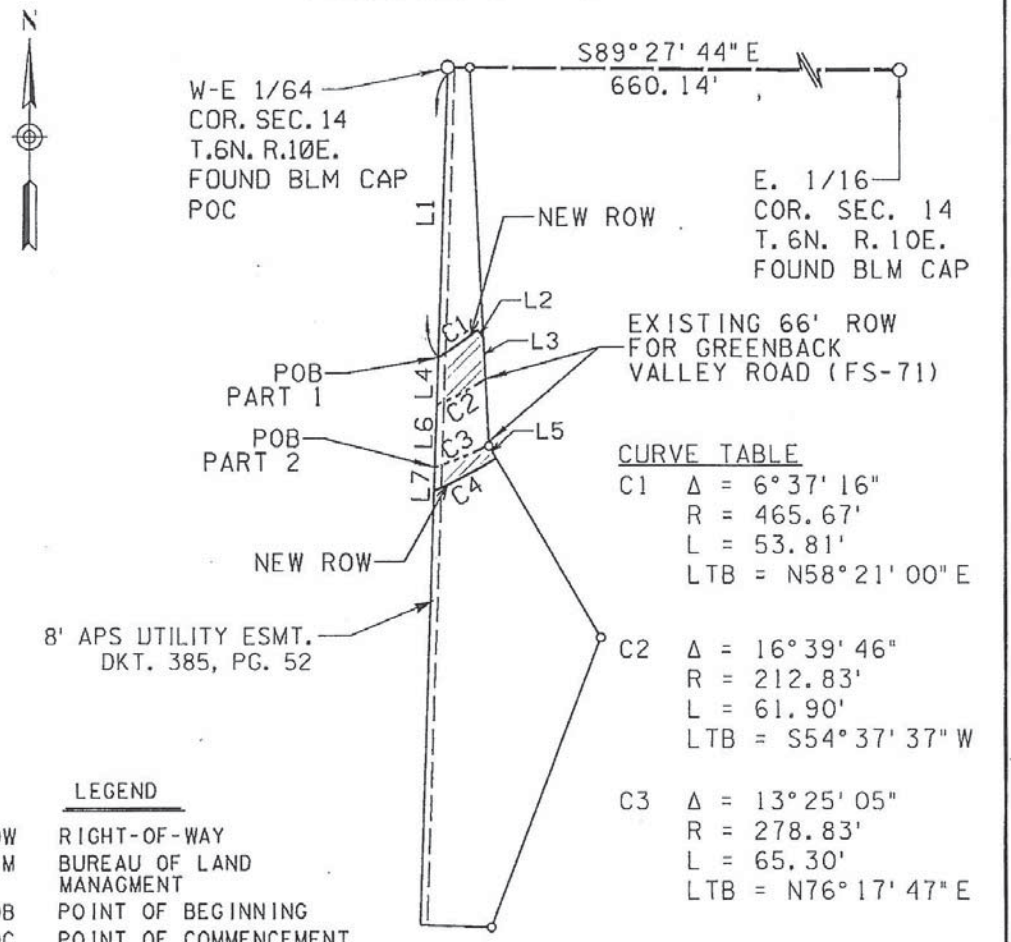
EXPIRES 3/31/2013

12/1/2011 R:\PHOENIX\PROJECTS\AZS1128_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 7E.D

AERIAL PHOTOGRAPH

North

EXHIBIT FOR
PARCEL 201-14-001K



CURVE TABLE

C1	Δ = 6°37'16"	
	R = 465.67'	
	L = 53.81'	
	LTB = N58°21'00"E	
C2	Δ = 16°39'46"	
	R = 212.83'	
	L = 61.90'	
	LTB = S54°37'37"W	
C3	Δ = 13°25'05"	
	R = 278.83'	
	L = 65.30'	
	LTB = N76°17'47"E	
C4	Δ = 7°35'24"	
	R = 595.67'	
	L = 78.91'	
	LTB = S58°41'38"W	

LEGEND

ROW	RIGHT-OF-WAY
BLM	BUREAU OF LAND MANAGMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
o	FOUND ½" REBAR WITH CAP LS 11893

NEW RIGHT-OF-WAY
4414 SQ. FT.

LINE TABLE

L1	S01°50'00"W	324.53'
L2	S38°16'16"E	10.98'
L3	S02°56'11"E	46.50'
L4	N01°50'00"E	52.31'
L5	S30°21'02"E	15.83'
L6	N01°50'00"E	69.34'
L7	N01°50'00"E	27.37'

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS
DATE: 11-21-11			
SCALE:		1	1

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed 12/1/11
ARIZONA, U.S.A.

EXPIRES 3/31/2013

12/1/2011 R:\PHOENIX\PROJECTS\AZS\120_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 1K.D

EXHIBIT A
New Right-of-Way
Parcel 201-14-001K

That portion of the Northeast Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Brass Cap marking the Northwest corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the W-E 1/64 corner, from which a Bureau of Land Management Brass Cap marking the Northeast corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the East 1/16 corner, bears S 89° 27' 44" E, a distance of 660.14 feet;

THENCE S 01° 50' 00" W along the West line of said East half, a distance of 324.53 feet to the beginning of a non-tangent curve concave Northwesterly, having a local tangent bearing of N 58° 21' 00" E and a radius of 465.67 feet, said point being the **POINT OF BEGINNING** of Part 1;

THENCE along the arc of said curve, to the left, through a central angle of 06° 37' 16", an arc length of 53.81 feet to a point of non-tangency;

THENCE S 38° 16' 16" E, a distance of 10.98 feet to the Easterly line of that certain parcel of land recorded as Fee No. 710952 in the Official Records of Gila County, Arizona;

THENCE S 02° 56' 11" E along said Easterly line, a distance of 46.50 feet to the existing Northerly Right of Way line of Greenback Valley Road (FS 71), said point being the beginning of a non-tangent curve concave Northwesterly having a local tangent bearing of S 54° 37' 37" W and a radius of 212.83 feet;

THENCE along said existing Right of Way line, along the arc of said curve, to the right, through a central angle of 16° 39' 46", an arc length of 61.90 feet to a point of non-tangency on the West line of said East half;

THENCE along said West line N 01° 50' 00" E, a distance of 52.31 feet to the **POINT OF BEGINNING** of Part 1.

TOGETHER WITH:

COMMENCING at a Bureau of Land Management Brass Cap marking the Northwest corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the W-E 1/64 corner, from which a Bureau of Land Management Brass Cap marking the Northeast corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the East 1/16 corner, bears S 89° 27' 44" E, a distance of 660.14 feet;

THENCE S 01° 50' 00" W along the West line of said East half, a distance of 446.18 feet to the existing Southerly Right of Way line of Greenback Valley Road (FS 71), said point being the **POINT OF BEGINNING** of Part 2, and the beginning of a non-tangent curve concave Northwesterly, having a local tangent bearing of N 76° 17' 47" E and a radius of 278.83 feet;

THENCE along said existing Right of Way line, along the arc of said curve, to the left, through a central angle of 13° 25' 05", an arc length of 65.30 feet to a point of non-tangency on the Easterly line of that certain parcel of land recorded as Fee No. 710952 in the Official Records of Gila County, Arizona ;

THENCE along said Easterly line S 30° 21' 02" E, a distance of 15.83 feet to the beginning of a non-tangent curve concave Northwesterly having a local tangent bearing of S 58° 41' 38" W and a radius of 595.67 feet;

THENCE along the arc of said curve, to the right, through a central angle of 07° 35' 24", an arc length of 78.91 feet to a point of non-tangency on the West line of said East half;

THENCE along said West line N 01° 50' 00" E, a distance of 27.37 feet to the **POINT OF BEGINNING** of Part 2.

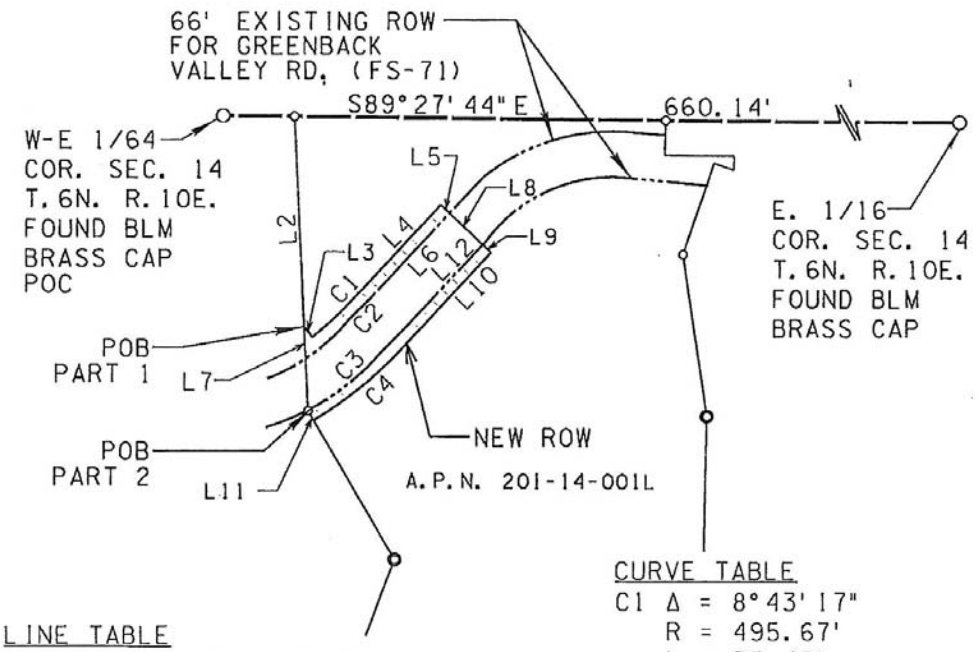
Containing a total of 4,414 sq. ft., more or less

Expires: 03/31/2013

AERIAL PHOTOGRAPH

North

EXHIBIT FOR
PARCEL 201-14-001L



LINE TABLE

L1	S89°34'59"E	25.01'
L2	S02°56'11"E	302.38'
L3	S38°16'16"E	19.02'
L4	N43°00'27"E	190.22'
L5	S46°59'33"E	17.67'
L6	S44°00'18"W	255.70'
L7	N02°56'11"W	46.50'
L8	S46°59'33"E	66.00'
L9	S46°59'33"E	16.33'
L10	S43°00'27"W	190.22'
L11	N30°21'02"W	15.83'
L12	N44°00'10"E	256.85'

CURVE TABLE

C1 Δ = 8°43'17"
R = 495.67'
L = 75.45'
LTB = N51°43'44"E

C2 Δ = 10°37'23"
R = 212.83'
L = 39.46'

C3 Δ = 18°52'28"
R = 278.83'
L = 91.85'
LTB = N62°52'42"E

C4 Δ = 15°41'11"
R = 595.67'
L = 163.08'

NEW RIGHT-OF-WAY
10,862 SQ. FT.

LEGEND

ROW	RIGHT-OF-WAY
BLM	BUREAU OF LAND MANAGMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
o	FOUND ½" REBAR WITH CAP LS 11893
o	FOUND ½" REBAR NO TAG

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS
DATE: 11-21-11			
SCALE:		1	1

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D. REECE
Date Signed 12/1/11
ARIZONA U.S.A.

EXPIRES 3/31/2013

12/1/2011 R:\PHOENIX\PROJECTS\AZS1120_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 1L.D

EXHIBIT A
New Right-of-Way
Parcel 201-14-001L

That portion of the Northeast Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Brass Cap marking the Northwest corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the W-E 1/64 corner, from which a Bureau of Land Management Brass Cap marking the Northeast corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the East 1/16 corner, bears S 89° 27' 44" E, a distance of 660.14 feet;

THENCE S 89° 34' 59" E, a distance of 25.01 feet to a ½" rebar and cap stamped "LS 11893" marking the Northwest corner of that certain parcel of land recorded in Docket 737, Page 430 in the Official Records of Gila County Arizona;

THENCE S 02° 56' 11" E along the Westerly line of said parcel of land, a distance of 302.38 feet to the **POINT OF BEGINNING** of Part 1;

THENCE S 38° 16' 16" E, a distance of 19.02 feet to the beginning of a non-tangent curve concave Northeasterly, having a local tangent bearing of N 51° 43' 44" E and a radius of 495.67 feet;

THENCE along the arc of said curve, to the left, through a central angle of 08° 43' 17", an arc length of 75.45 feet to a point of tangency;

THENCE N 43° 00' 27" E, a distance of 190.22 feet;

THENCE S 46° 59' 33" E, a distance of 17.67 feet to existing Northerly Right of Way line of Greenback Valley Road (FS 71);

THENCE S 44°00'18" W along said existing Right of Way line, a distance of 255.70 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, having a radius of 212.83 feet, a central angle of 10°37'23" for an arc distance of 39.46 feet to a point of non-tangency on the Westerly line of said parcel of land;

THENCE N 02° 56' 11" W along said Westerly line, a distance of 46.50 feet to the **POINT OF BEGINNING** of Part 1.

TOGETHER WITH:

COMMENCING at a Bureau of Land Management Brass Cap marking the Northwest corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the W-E 1/64 corner, from which a Bureau of Land Management Brass Cap marking the Northeast corner of the East half of the Northwest quarter of the Northeast quarter (E ½ NW ¼ NE ¼) of said Section 14, also known as the East 1/16 corner, bears S 89° 27' 44" E, a distance of 660.14 feet;

THENCE S 89° 34' 59" E, a distance of 25.01 feet to a ½" rebar and cap stamped "LS 11893" marking the Northwest corner of that certain parcel of land recorded in Docket 737, Page 430 in the Official Records of Gila County Arizona;

THENCE S 02° 56' 11" E along the Westerly line of said parcel of land, a distance of 423.46 feet to a ½" rebar and cap stamped "LS 11893";

THENCE continuing along said Westerly line S 30° 21' 02" E, a distance of 0.17 feet to the existing Southerly Right of Way line of Greenback Valley Road (FS 71), said point being the **POINT OF BEGINNING** of Part 2, and the beginning of a non-tangent curve concave Northwesterly, having a local tangent bearing of N 62° 52' 42" E, and a radius of 278.83 feet;

THENCE along said existing Right of Way line, along the arc of said curve, to the left, through a central angle of 18° 52' 28", an arc length of 91.85 feet to a point of tangency;

THENCE continuing along said existing Right of Way line, N 44°00'10" E, a distance of 256.85 feet;

THENCE S 46° 59' 33" W, a distance of 16.33 feet;

THENCE S 43° 00' 27" W, a distance of 190.22 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 595.67 feet;

THENCE along the arc of said curve, to the right, through a central angle of 15° 41' 11", an arc length of 163.08 feet to a point of non-tangency on the Westerly line of said parcel of land;

THENCE N 30° 21' 02" W along said Westerly line, a distance of 15.83 feet to the **POINT OF BEGINNING** of Part 2.

Containing a total of 10,862 sq. ft., more or less.

Expires: 03/31/2013

AERIAL PHOTOGRAPH

North

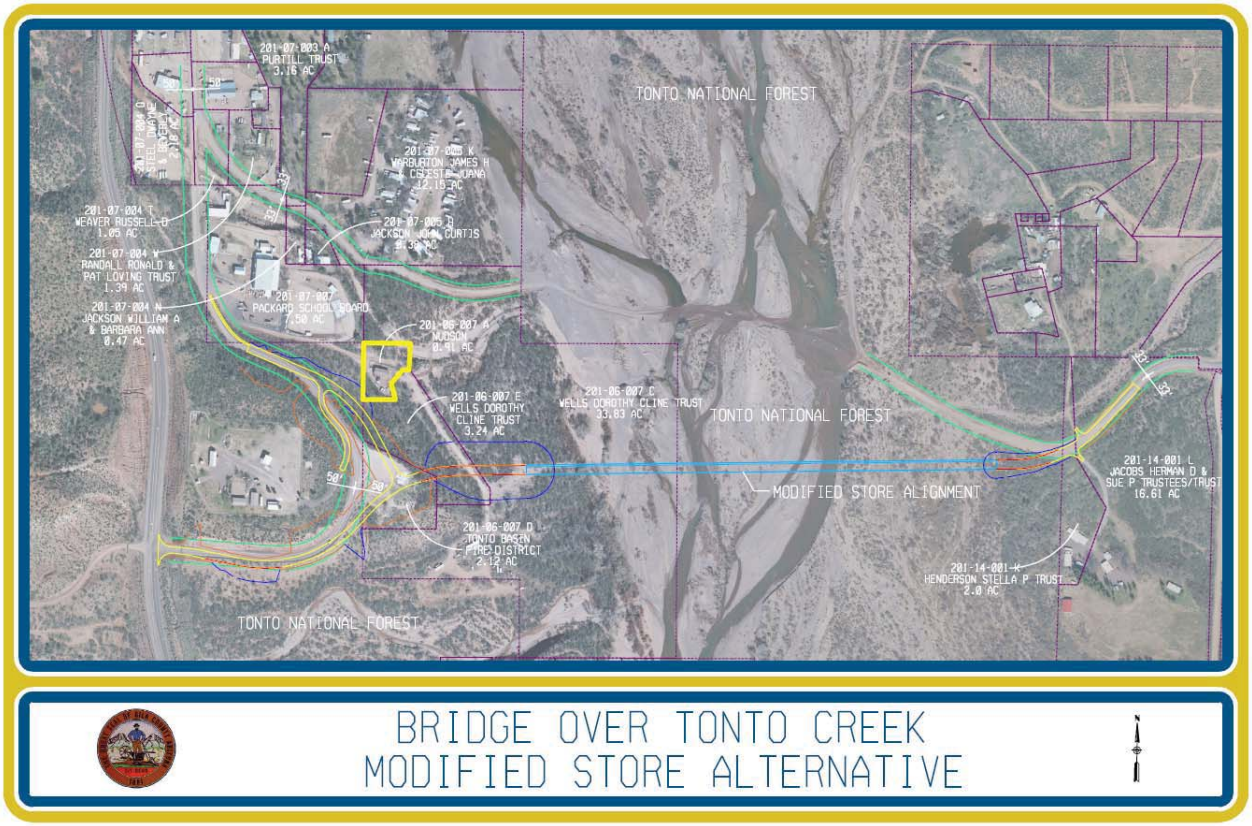
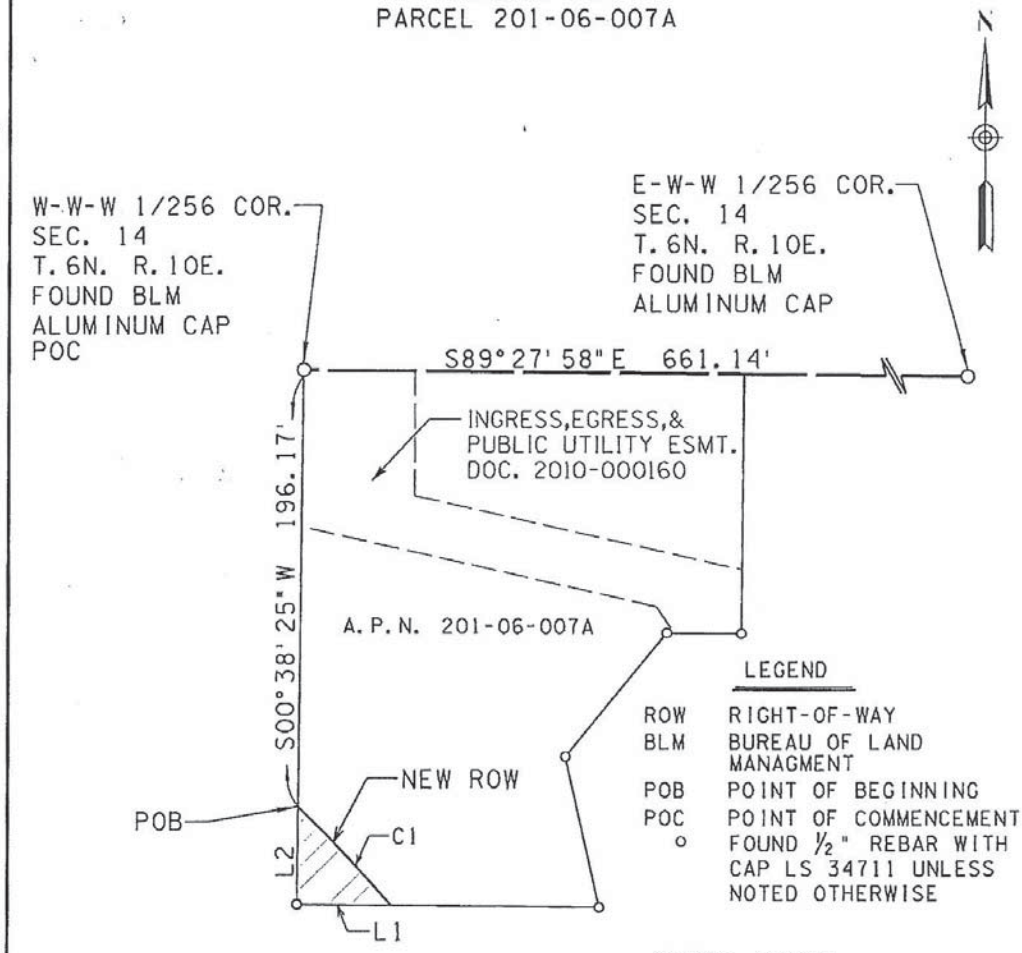


EXHIBIT FOR
PARCEL 201-06-007A



LEGEND

ROW	RIGHT-OF-WAY
BLM	BUREAU OF LAND MANAGMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
o	FOUND ½" REBAR WITH CAP LS 34711 UNLESS NOTED OTHERWISE

CURVE TABLE

C1	Δ = 4°51'51"
	R = 716.62'
	L = 60.84'
	LTB = S45°31'46"E

LINE TABLE

L1	N89°24'14"W	42.05'
L2	N00°38'25"E	43.98'

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

AZTEC ENGINEERING
4561 E. McDowell Rd, Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS
DATE: 11-21-11			
SCALE: N.T.S.		1	1

NEW RIGHT-OF-WAY
951 SQ. FT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed 12/1/11
ARIZONA, U.S.A.

EXPIRES 3/31/2013

12/1/2011 R:\PHOENIX\PROJECTS\AZS1120_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 7A.D

EXHIBIT A
New Right-of-Way
Parcel 201-06-007A

That portion of the Northwest Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Aluminum Cap marking the Northwest corner of the East half of the Northwest quarter of the Northwest quarter of the Northwest quarter (E ½ NW ¼ NW ¼ NW ¼) of said Section 14, also known as the W-W-W 1/256 corner, said point being the Northeast corner of that certain parcel of land shown as "Parcel 1" on Record of Survey recorded as Map No. 3066 in the Official Records of Gila County, Arizona, from which a Bureau of Land Management Aluminum Cap marking the Northeast corner of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter (W ½ NE ¼ NW ¼ NW ¼) of said Section 14, also known as the E-W-W 1/256 corner, bears S 89° 27' 58" E, a distance of 661.14 feet;

THENCE S 00° 38' 25" W along the West line of said parcel of land, a distance of 196.17 feet to the beginning of a non-tangent curve concave Southwesterly, having a local tangent bearing of S 45° 31' 46" E and a radius of 716.62 feet, said point being the **POINT OF BEGINNING**;

THENCE along the arc of said curve, to the right, through a central angle of 04° 51' 51" W, an arc length of 60.84 feet to a point of non-tangency on the South line of said parcel of land;

THENCE along said South line N 89° 24' 14" W, a distance of 42.05 feet to a ½" rebar with cap stamped "LS 34711" marking the Southwest corner of said parcel of land;

THENCE N 00° 38' 25" E along said West line of said parcel of land, a distance of 43.98 feet to the **POINT OF BEGINNING.**

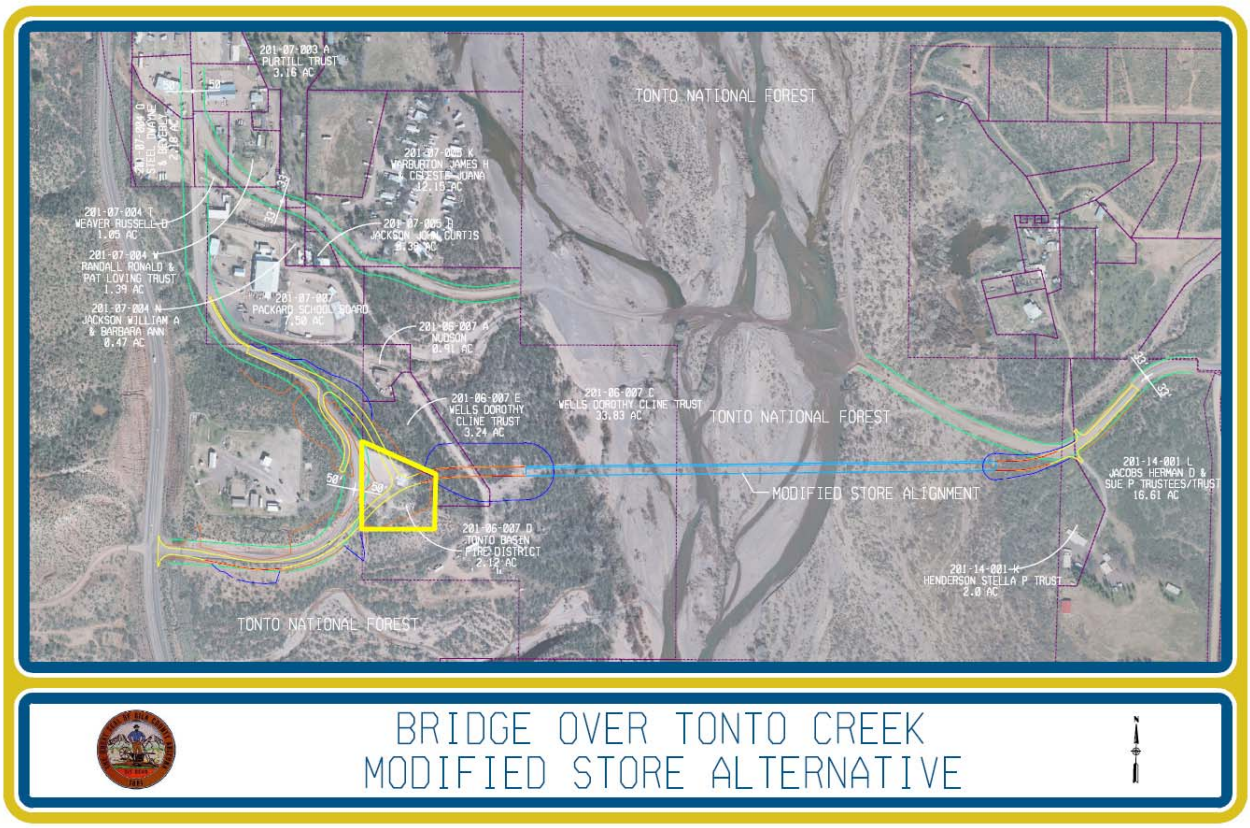
Containing 951 sq. ft., more or less

Expires: 03/31/2013

R:\Phoenix\Projects\AZS1120_TontoCreekBridge\Survey\Legals - Exhibits\Parcel 7A-Legal.doc

AERIAL PHOTOGRAPH

North



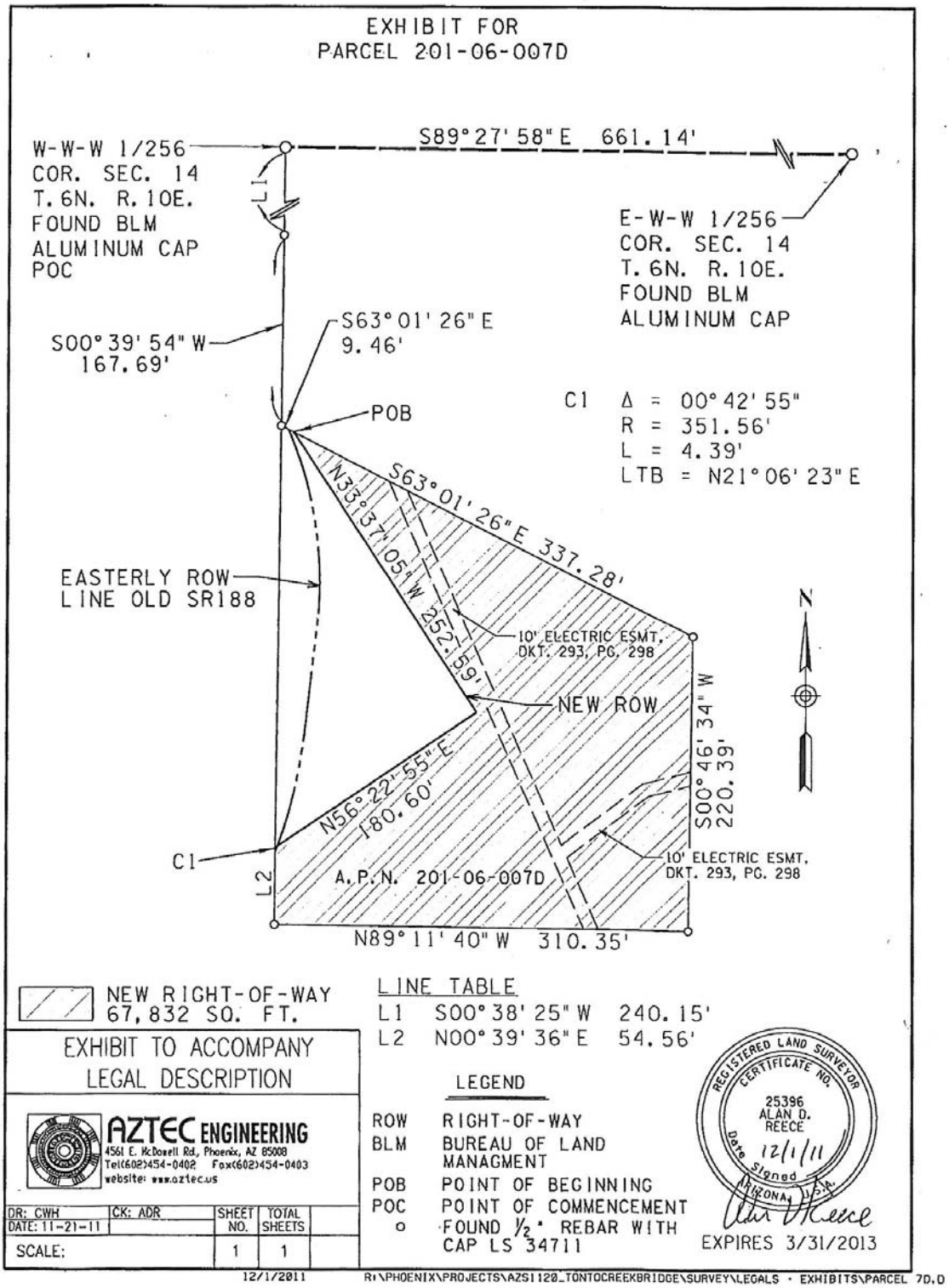


EXHIBIT FOR
PARCEL 201-06-007D
W-W-W 1/256 COR. SEC. 14 T. 6N. R. 10E. FOUND BLM ALUMINUM CAP POC
S89°27'58"E 661.14'
E-W-W 1/256 COR. SEC. 14 T. 6N. R. 10E. FOUND BLM ALUMINUM CAP
L1
S00°39'54"W 167.69'
S63°01'26"E 9.46'
POB
C1 Δ = 00°42'55"
R = 351.56'
L = 4.39'
LTB = N21°06'23"E
S63°01'26"E 337.28'
N33°37'05"W 252.59'
EASTERLY ROW LINE OLD SR188
10' ELECTRIC ESMT. DKT. 293, PG. 298
NEW ROW
S00°46'34"W 220.39'
N56°22'55"E 180.60'
C1
L2
A.P.N. 201-06-007D
10' ELECTRIC ESMT. DKT. 293, PG. 298
N89°11'40"W 310.35'
N
NEW RIGHT-OF-WAY 67,832 SQ. FT.
LINE TABLE
L1 S00°38'25"W 240.15'
L2 N00°39'36"E 54.56'
LEGEND
ROW RIGHT-OF-WAY
BLM BUREAU OF LAND MANAGMENT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
o FOUND 1/2" REBAR WITH CAP LS 34711
REGISTERED LAND SURVEYOR CERTIFICATE NO. 25396 ALAN D. REECE Date Signed 12/1/11 ARIZONA U.S.A.
EXPIRES 3/31/2013
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us
DR: CWH CK: ADR SHEET NO. 1 TOTAL SHEETS 1
DATE: 11-21-11
SCALE:
12/1/2011
R:\PHOENIX\PROJECTS\AZS1120_TONTOCREEKBRIDGE\SURVEY\LEGALS - EXHIBITS\PARCEL 7D.D

EXHIBIT A
New Right-of-Way
Parcel 201-06-007D

That portion of the Northwest Quarter of Section 14, Township 6 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a Bureau of Land Management Aluminum Cap marking the Northwest corner of the East half of the Northwest quarter of the Northwest quarter of the Northwest quarter (E ½ NW ¼ NW ¼ NW ¼) of said Section 14, also known as the W-W-W 1/256 corner, from which a Bureau of Land Management Aluminum Cap marking the Northeast corner of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter (W ½ NE ¼ NW ¼ NW ¼) of said Section 14, also known as the E-W-W 1/256 corner, bears S 89° 27' 58" E, a distance of 661.14 feet;

THENCE S 00° 38' 25" W along the West line of said East half, a distance of 240.15 feet to a ½" rebar with cap stamped "LS 34711";

THENCE continuing along said West line S 00° 39' 54" W , a distance of 167.69 feet to a ½" rebar with cap stamped "LS 34711"marking the Northwest corner of that certain parcel of land shown as "Parcel A" on Record of Survey recorded as Map No. 3350 in the Official Records of Gila County, Arizona;

THENCE S 63° 01' 26" E along the Northerly line of said parcel, a distance of 9.46 to the **POINT OF BEGINNING;**

THENCE continuing along said Northerly line S 63° 01' 26" E, a distance of 337.28 feet to a ½" rebar with cap stamped "LS 34711"marking the Northeast corner of said parcel;

THENCE S 00° 46' 34" W along the East line of said parcel, a distance of 220.39 feet to a ½" rebar with cap stamped "LS 34711"marking the Southeast corner of said parcel;

THENCE N 89° 11' 40" W along the South line of said parcel, a distance of 310.35 feet to a ½" rebar with cap stamped "LS 34711"marking the Southwest corner of said parcel;

THENCE N 00° 39' 36" E along the West line of said parcel, a distance of 54.56 feet to the Easterly Right of Way line of Old SR 188, said point being the beginning of a non-tangent curve concave Northwesterly, having a local tangent bearing N 21° 06' 23" E and a radius of 351.56 feet;

THENCE along the arc of said curve, to the left, through a central angle of 00° 42' 55", an arc length of 4.39 feet to a point of non-tangency;

THENCE N 56° 22' 55" W, a distance of 180.60 feet;

THENCE N 33° 37' 05" E, a distance of 252.59 feet to the **POINT OF BEGINNING.**

Containing 67,832 sq. ft., more or less.

ARF-1246 **Regular Agenda Item 3- F**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Diana Jones, Management Analyst, Finance Department
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2010	Budgeted?:	Yes
Contract Dates Begin & End:	12/10/10 - 12/10/12	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Local Transportation Assistance Funds (LTAF II) final distribution recommendations.

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 $34,166.75 from the LTAF II account before December 2012, to stay within the two-year timeframe guidelines.

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 and other entities with transportation funds for their continued operation, and comply with the two-year grant parameters.

Recommendation

The Gila County Public Works Division requests that the Board of Supervisors make a recommendation of funds distribution of either column A or column B for the remaining balance 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 operations.**(Steve Stratton)**

Attachments

Division of Funds

Agenda 10.18.11 distribution

Division of remaining LTAF II funds:

April 27, 2012 Balance: $34,166.75

*Tribe agreement -1,250.00
$32,916.75

*The Tribe agreement from the October, 2011 distribution is still pending. There were changes made by the Tribe Attorney with Bryan's approval, and after several e-mails/calls they were unable to locate the changed agreement. The agreement was resent on 4/16 and as of 5/10 we still do not have their signed agreement.

Balance of account after Tribe $32,916.75
CVCT remaining County 1/3 - 7,017.00
$25,899.75

Divide it equally among the following 8 entities:

COLUMN A	
City of Globe Senior:	$3,237.47
Horizon Human Services:	$3,237.47
Town of Miami Senior:	$3,237.47
Boys & Girl Club:	$3,237.47
Town of Hayden Senior:	$3,237.47
Payson Time Out, Inc.:	$3,237.47
Town of Star Valley Senior:	$3,237.47
Payson Senior Center:	$3,237.46

To include the Tribe divide by 9 entities:

COLUMN B	
City of Globe Senior:	$2,877.75
Horizon Human Services:	$2,877.75
Town of Miami Senior:	$2,877.75
Boys & Girl Club:	$2,877.75
Town of Hayden Senior:	$2,877.75
Payson Time Out, Inc.:	$2,877.75
Town of Star Valley Senior:	$2,877.75
Payson Senior Center:	$2,877.75
San Carlos Transit:	$2,877.75

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 Begin & End:	7/1/10 - 6/30/10	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/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)**

ARF-1273 **Regular Agenda Item 3- G**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Shannon Boyer, Executive Administrative Asst., Public Works Division
Department:	Public Works Division		
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Copper Hills Road Maintenance

Background Information

Currently, Gila County maintains a portion of Copper Hills Road from where the Globe city limits ends to the Copper Hills subdivision.

Evaluation

Currently, Gila County maintains a portion of Copper Hills Road from the Globe city limits to the Copper Hills sub-division. By continuing the maintenance of Copper Hills Road from the Copper Hills subdivision to the Tonto National Forest Service boundary, Gila County could maintain the entire road beginning where the Globe city limits ends under the ARS Title 28 and the Forest Service Maintenance Agreement.

Conclusion

Adding this piece of road will lend to the continuity of maintenance for the safety of the motoring public.

Recommendation

Public Works recommends approval by the Board of Supervisors to direct the Public Works Division to investigate options for the acceptance of Copper Hills Road into the Gila County Maintained Roadway System as a public road.

Suggested Motion

Information/Discussion/Action to direct the Public Works Division to investigate the possibilities of accepting Copper Hills Road into the Gila County Maintained Roadway System as a public road. **(Steve Stratton)**

ARF-1275 **Regular Agenda Item 3- H**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Sealed Bid for the Purchase of Assessor's Tax Parcel No. 206-12-172

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Chief Deputy Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. An amount of $14 will also be charged to record the quit claim deed. The recorded quit claim deed will be mailed to the new property owner.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

This property was deeded to the State of Arizona in 1991 and the total lien amount is $308.87. It is located in upper Miami on a hill off of Sunnyslope Avenue.

Conclusion

It is in the County's best interest for the Board of Supervisors to review this sealed bid for the purchase of Assessor's tax parcel number 206-12-172.

Recommendation

The County Treasurer and Assessor have no objection to selling this parcel of land; therefore, it is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-12-172. **(Marian Sheppard)**

Attachments

Parcel 206-12-172 Info

BID TO PURCHASE LANDS HELD BY THE STATE UNDER TAX DEED

GENERAL INFORMATION	
DATE OF PROPOSAL	14 MAY 2012
BIDDER NAME	FRANK E. CHAVEZ
BIDDER MAILING ADDRESS	315 S. HILLCREST AVE, MIAMI, AZ
PHONE NUMBER	928-200-5484
TAX PARCEL NUMBER	206-12-172
GENERAL LOCATION	upper Miami on a hill by Hillcrest Ave on Sunny Slope.

NAME(S) TO BE PLACED ON DEED & MARITAL STATUS
(Disclaimer **must** be filled out by husband & wife if person is married and wants in one name only.)

FRANK E. CHAVEZ
SINGLE

SEALED ENVELOPE CONTAINING BID OFFER	Initials of person presenting envelope to Deputy Clerk: F.E.C.	Initials of Deputy Clerk receiving bid offer envelope: MS

IF PLACING A BID THAT IS LESS THAN THE TOTAL LIEN AMOUNT: DOCUMENTATION MUST BE ATTACHED TO THIS FORM SHOWING OWNERSHIP OF ADJOINING PROPERTY. 5/14 to Martha

TREASURER'S REPORT	
FORM RECEIVED AT TREASURER'S OFFICE - DATE: 5-14-12	Initials: MS
TAXES DUE	16.34
INTEREST/PENALTIES	9.53
~~PUBLICATION~~ FEES	283.00
RECORDING FEES	
TOTAL DUE	308.87

ASSESSOR'S REPORT	
FORM RECEIVED AT ASSESSOR'S OFFICE - DATE: 5/24/2012	Initials: DH
PLEASE ATTACH PROPERTY STATUS INQUIRY REPORT	
REVIEWED BY:	

BOARD OF SUPERVISORS ACTION		
APPROVED	REJECTED	OTHER
DATE OF SALE	AMOUNT DUE **(Cash, Cashier's Check or Money Order only)**	

WITHIN 48 HOURS OF SALE, PAYMENT MUST BE SUBMITTED TO THE CHIEF DEPUTY CLERK OF THE BOARD – PAYABLE TO THE GILA COUNTY TREASURER

DATE PAYMENT RECEIVED	AMOUNT

I HAVE READ AND UNDERSTAND THIS PROCESS.
Date: Signature:

206-10-068B	2007	MCCAN, BERNARD E. & RUBY	LOT 2, BLOCK 13, EAST MIAMI TOWNSITE, ACCORDING TO MAP NO. 49, RECORDS OF GILA COUNTY, ARIZONA **(LOCATED ON THE SIDE OF A HILL IN MIAMI.)**	$632.82
206-12-172	1991	ERB, EDWARD F.	THE SURFACE AND GROUND TO A DEPTH OF 500 FEET IMMEDIATELY BENEATH THE SURFACE OF LOT 3047, BLOCK 326, BUENA VISTA TERRACE OF THE TOWN OF MIAMI, ACCORDING TO MAP NO. 44, RECORDS OF GILA COUNTY, ARIZONA. (DOCKET 837 - PAGE 440)	$308.87
206-18-059	2005	THOMAS W. MORGAN	RED SPRINGS ADD W2 LOT 626 BLOCK 37 **(BETWEEN BROOKS AVENUE AND NASH AVENUE, RED SPRINGS ADDITION. LOCATED IN MIAMI TOWN LIMITS.)**	$862.79
206-18-063	2003	PEZICH, JACK	RED SPRINGS ADD LOT 634 BLOCK 37 **(A HILLSIDE OFF BROOKS AVENUE IN MIAMI)**	$368.23
206-19-502	2011	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY ON 206-19-201. **(THIS PARCEL LIES ABOVE 212 S. PROSPECT AVENUE, MIAMI.)**	$1,632.72
206-21-104-A	2011	CAPPS, JERALD O. & PATRICIAANN T. C/O MITCH CAPPS	THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OUT OF 206-21-104 **(737 W SMITH STREET, MIAMI. HOUSE ON PARCEL IS CURRENTLY OCCUPIED.)**	$2,348.65
206-21-123	1988	FLETCHER, HAROLD G. & ANNA V.	INDIAN HILL ADDITION, LOT A, BLOCK 1. (DOCKET 744 - PAGE 365)	$121.07
206-21-140B	1991	UNKNOWN OWNER	INDIAN HILL ADDITION, BLOCK 4, LOT 2; BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 4; THENCE NORTHEASTERLY 36.18 FEET; THENCE SOUTHEASTERLY 65 FEET; THENCE NORTHWESTERLY 80.36 FEET TO POINT OF BEGINNING OUT OF 206-21-140. (DOCKET 837 - PAGE 452)	$409.96
206-21-515	2011	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT 718 BLK 10 333/919 356/923 **(PARCEL LOCATED BENEATH PARCEL 206-21-076 IN MIAMI.)**	$2,139.83
206-21-517	2008	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 500 FEET HIGH SCHOOL ADD LOTS 1 2 3 4 BLK 1 INDIAN HILL ADD ALL OF BLK 6 & PCL S OF BLK 6 BEG SW COR BLK 6; TH N 44 DEG 32 MIN E 184.64 FT; TH S 30 DEG 55 MIN E 268.68 FT; TH S 66 BEG DEG 29 MIN	$1,366.74

DOCKET 837 PAGE 440

TREASURER'S DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 1 ST day of MARCH , 1991,
notice according to law was published in the MOCCASIN
, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 TH day of JULY , 1991,
a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said THE STATE OF ARIZONA,
the following described premises situated in the County of Gila, State of Arizona, to-wit:

206-12-172 8: THE SURFACE AND GROUND TO A DEPTH OF 500 FEET IMMEDIATELY BENEATH THE SURFACE OF: LOT 3047, BLOCK 326, BUENA VISTA TERRACE OF THE TOWN OF MIAMI, ACCORDING TO MAP NO. 44, RECORDS OF GILA COUNTY, ARIZONA

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 23 RD day of JULY , 19 91 .

Priscilla M.L. Knuckey
Treasurer of Gila County

STATE OF ARIZONA
SS
County of Gila } SS

This instrument was acknowledged before me this 23 RD day of JULY, 1991,
by PRISCILLA M.L. KNUCKEY as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

Rosemary Chaffin
Notary Public

My Commission Expires:

OFFICIAL SEAL
ROSEMARY CHAFFIN
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires May 25, 1995

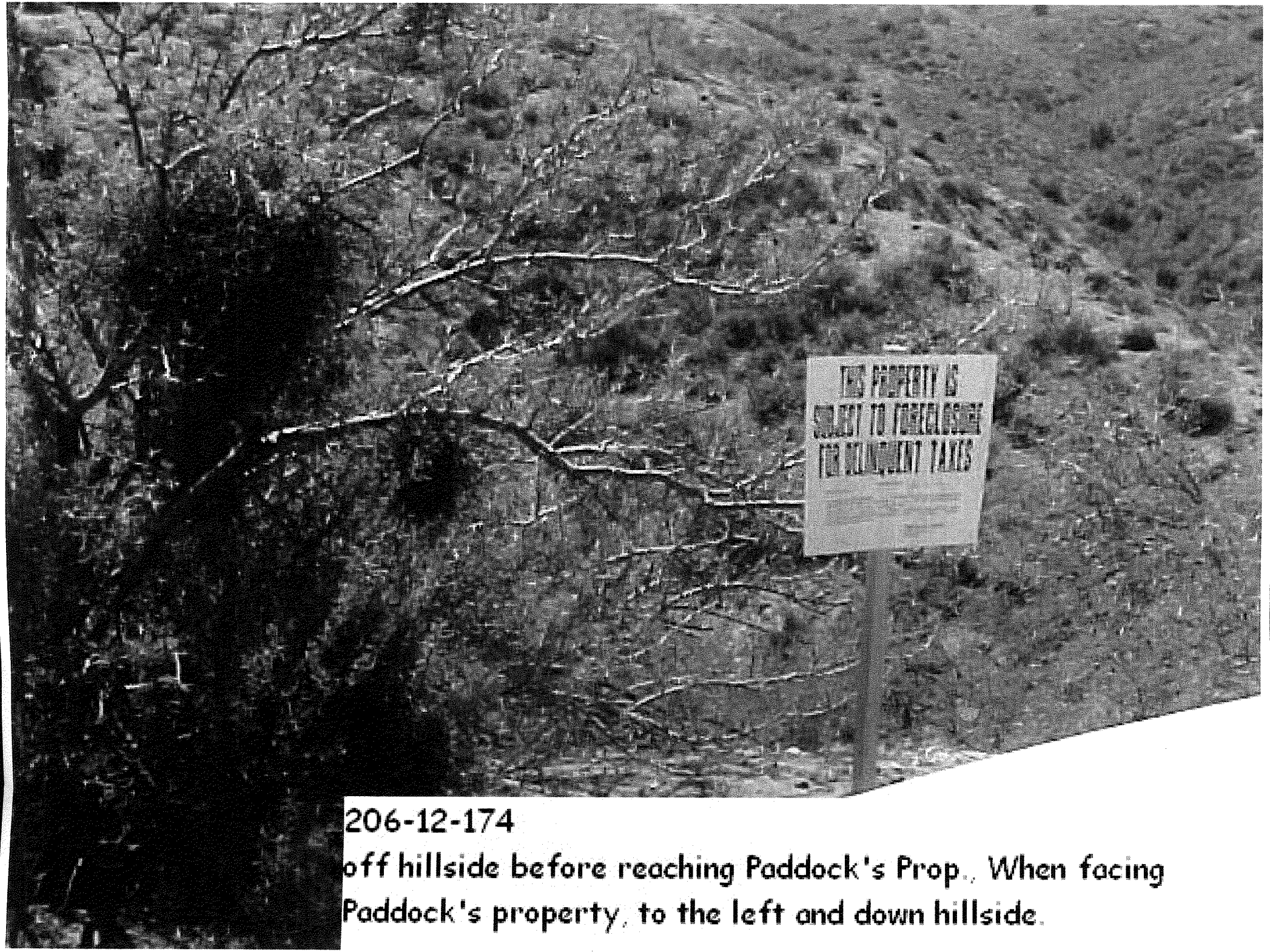
CAPIOS Form 1284

Gila County Parcel and Tax Information Search

Assessor Information
206-12-172

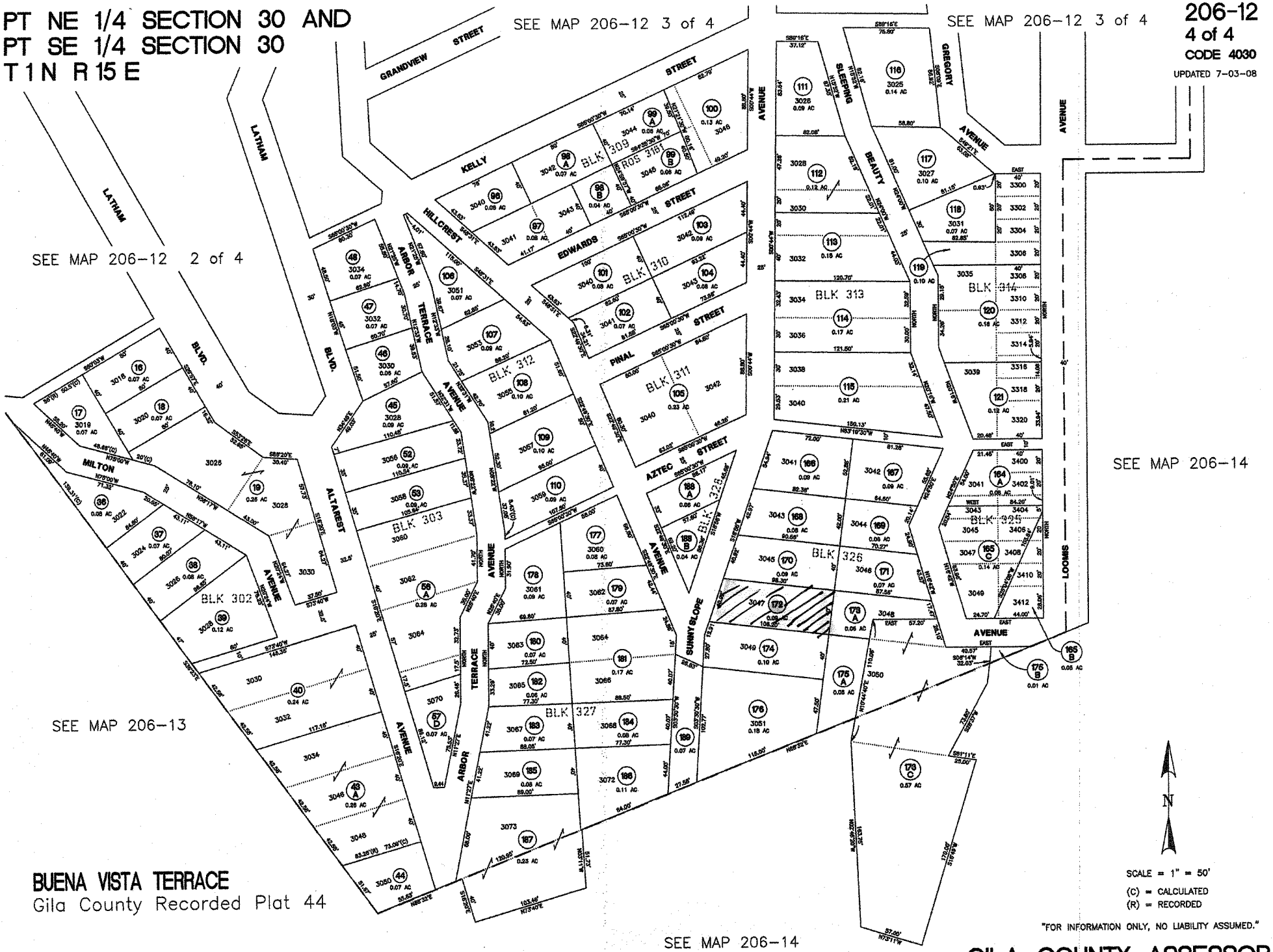
Parcel/Tax ID	206-12-172
Tax Year	2012
Site Address	,
Owner Name	STATE OF ARIZONA,
Owner Address	C/O GILA COUNTY BOARD OF SUPERVISORS 1400 E ASH ST GLOBE, AZ 85501
Tax Area	4030
Land Value	$100.00
Improvement Value	$0.00
Full Cash Value	$100.00
Assessed Full Cash Value	$16.00
Limited Value	$100.00
Assessed Limited Value	$16.00
Value Method	Market
Exempt Amount	$16.00
Exempt Type	Full
Use Code	9500
Property Use	9500-STATE VACANT LAND
Class Code	Exempt
Assessment Ratio	16.000000
Sale Price	
Sale Date	
Instrument Type	
Book	
Page	
Parcel Size	0.09
Township, Range, Section	326, 047,
Legal Description	BUENA VISTA TERRACE LOT 3047 BLK 326
Property Type	REAL

Page generated in 2.531655 seconds



206-12-174

off hillside before reaching Paddock's Prop., When facing Paddock's property, to the left and down hillside.


PT NE 1/4 SECTION 30 AND
PT SE 1/4 SECTION 30
T 1 N R 15 E
206-12
4 of 4
CODE 4030
UPDATED 7-03-08
SEE MAP 206-12 3 of 4
SEE MAP 206-12 3 of 4
SEE MAP 206-12 2 of 4
SEE MAP 206-14
SEE MAP 206-13
SEE MAP 206-14
GRANDVIEW STREET
LATHAM
KELLY STREET
HILLCREST
EDWARDS STREET
PINAL STREET
AZTEC STREET
SLEEPING BEAUTY AVENUE
GREGORY AVENUE
LOOMIS AVENUE
BLVD.
ARBOR TERRACE
ALTAREST AVENUE
MILTON AVENUE
SUNNY SLOPE TERRACE
BLK 302
BLK 303
BLK 309
BLK 310
BLK 311
BLK 312
BLK 313
BLK 314
BLK 325
BLK 326
BLK 327
ROS 3181
BUENA VISTA TERRACE
Gila County Recorded Plat 44
SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."
GILA COUNTY ASSESSOR

ARF-1277 **Regular Agenda Item 3- I**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Sealed Bid for the Purchase of Assessor's Tax Parcel No. 302-14-160A.

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Chief Deputy Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. An amount of $14 will also be charged to record the quit claim deed. The recorded quit claim deed will be mailed to the new property owner.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

This property was deeded to the State of Arizona in 2006 and the total lien amount is $3,088.10. It is a vacant piece of land located in Geronimo Estates Unit Two Subdivision in the Payson area.

Conclusion

It is in the County's best interest for the Board of Supervisors to review this sealed bid for the purchase of Assessor's tax parcel number 302-14-160A.

Recommendation

The County Treasurer and Assessor have no objection to selling this parcel of land; therefore, it is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-14-160A. **(Marian Sheppard)**

Attachments

Parcel 302-14-160A Information

BID TO PURCHASE LANDS HELD BY THE STATE UNDER TAX DEED

GENERAL INFORMATION	
DATE OF PROPOSAL	1 MAY 2012
BIDDER NAME	PHILIP WILLIAM ORSTROM
BIDDER MAILING ADDRESS	1718 S. LONGMORE #105 MESA, AZ 85202
PHONE NUMBER	480 236 1907
TAX PARCEL NUMBER	302 - 14 - 160A
GENERAL LOCATION	GERONIMO ESTATES #3, LOT 43

NAME(S) TO BE PLACED ON DEED & MARITAL STATUS
(Disclaimer **must** be filled out by husband & wife if person is married and wants in one name only.)

PHILIP W. ORSTROM AND SARAH K. DEUTSCH, HUSBAND AND WIFE

SEALED ENVELOPE CONTAINING BID OFFER	Initials of person presenting envelope to Deputy Clerk:	Initials of Deputy Clerk receiving bid offer envelope: MS 5/10/12

IF PLACING A BID THAT IS LESS THAN THE TOTAL LIEN AMOUNT: DOCUMENTATION MUST BE ATTACHED TO THIS FORM SHOWING OWNERSHIP OF ADJOINING PROPERTY.

TREASURER'S REPORT	
5-10-12 delivered to Cynthia	
FORM RECEIVED AT TREASURER'S OFFICE - DATE: 5.14.12	Initials: MG
TAXES DUE	1790.81
INTEREST/PENALTIES	948.25
~~PUBLICATION~~ FEES	299.04
RECORDING FEES	
TOTAL DUE	3038.10 plus $50 Clerk admin fee = $3088.10

ASSESSOR'S REPORT		
FORM RECEIVED AT ASSESSOR'S OFFICE - DATE: 5/21/2012		Initials: DH
PLEASE ATTACH PROPERTY STATUS INQUIRY REPORT		
REVIEWED BY:		

BOARD OF SUPERVISORS ACTION		
APPROVED	REJECTED	OTHER
DATE OF SALE	AMOUNT DUE **(Cash, Cashier's Check or Money Order only)**	

WITHIN 48 HOURS OF SALE, PAYMENT MUST BE SUBMITTED TO THE CHIEF DEPUTY CLERK OF THE BOARD – PAYABLE TO THE GILA COUNTY TREASURER

DATE PAYMENT RECEIVED	AMOUNT

I HAVE READ AND UNDERSTAND THIS PROCESS.
Date: 5/1/12 Signature: Philip W Orstrom

			DEED RECORDED IN DKT 334, PG 559, OF THE GILA COUNTY RECORDER'S OFFICE, S 37 DEG 03 MIN W, A DISTANCE OF 172.65 FT; THENCE S 28 DEG 14 MIN W, A DISTANCE OF 86.17 FT AS DESC IN DEED RECORDED AS FEE NO. 95-674786 OF THE GILA COUNTY RECORDER'S OFFICE; THENCE S 12 DEG 26 MIN, 11 SEC W, A DISTANCE OF 79.4 FT M/L; THENCE N 66 DEG 03 MIN W, A DISTANCE OF 33.35 FT, M/L; THENCE N 14 DEG 22 MIN 54 SEC E, A DISTANCE OF 93.33 FT, M/L, TO THE PT DESC AS THE POB IN DEED RECORDED AT DKT 556, PG 42 OF THE GILA COUNTY RECORDER'S OFFICE; THENCE NORTH 32 DEG 12 MIN 35 SEC E, A DISTANCE OF 317.29 FT, M/L, ALONG PROP LINES TO THE POB.	
302-14-160A	2006	GERONIMO INVESTMENTS & DEVELOPMENT CO. C/O GEORGE LEECH	GERONIMO ESTATES #3 W2 OF LOT 43. **(A PARCEL OF LAND IN GERONIMO ESTATES UNIT TWO SUBDIVISION, OUTSIDE OF PAYSON)**	$3,088.10
302-23-109-B	2011	HIGHLANDS AT THE RIM, LLC	POR GOV LOT 4 SEC 35 T11N R10E; COMM SE COR LOT 4; TH N89D32'43 W 619.10' POB; TH N89D32'43 W 30'; TH N0D19'53 E 30'; TH S89D34'38 E 30'; TH S0D27'17 E 30' POB; = 0.02 AC M/L (OUT OF 302-23-014K) **(PARCEL IS A LAND LOCKED WELLSITE NEAR GOLF CLUB, PAYSON).**	$1,766.35
302-60-003J	2004	G & J INVESTMENTS	PT SEC 32 T11N R11E COMM E COR LOT 62 STAR VALLEY VISTA; TH S 49 DEG 16'31" W 127.38' TO POB; TH CONT S 49 DG 16'31" W 16.73; TH S 42 DG 40' 30" E 106.39' TH E 12.47'; TH N 43 DG 13'27" W 113.67' TO POB	$464.55
302-60-193	2011	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 4 & 5 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.07 AC M/L (OUT OF 302-60-008K & Z) **(PARCEL IS A DRAINAGE AREA IN PAYSON)**	$873.38
302-60-194	2011	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 7 & 8 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.03 AC M/L **(OUT OF 302-60-008K & Z) (PARCEL CONTAINS DRAINAGE, PAYSON)**	$563.38

COPY

Gila County, AZ
Linda Haught Ortega, Recorder
08/21/2006
03:34PM
Doc Code: TD

Doc Id: 2006-014293
Receipt #: 47799
Rec Fee: 0.00

GILA CO TREASURER'S OFFICE

2006-014293
Page: 1 of 2
08/21/2006 03:34P
0.00

Gila County, AZ TD

When recorded:
Please hand deliver to : **Gila County Treasurer's Office**

This space reserved for recording information

CAPTION HEADING : TREASURER'S DEED

302-14-160 -A - 9

DO NOT REMOVE

This is part of the official document.

2006-014293
Page: 2 of 2
08/21/2006 03:34P
Gila County, AZ TD 0.00

COPY

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 1 st day of March, 2006 notice according to law was published in the Arizona Silver Belt , Payson Round-Up, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 25 th day of July, 2006, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 302-14-160-A-9

DESCRIBED AS : Geronimo Estates #3 W2 of Lot 43

IN WITNESS WHEREOF, I, Priscilla M.L. Knuckey-Ralls , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21 st day of August, 2006 .

Priscilla M.L. Knuckey-Ralls
Treasurer of Gila County

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

STATE OF ARIZONA

COUNTY OF GILA

This instrument was acknowledged before me this 21 st day of August, 2006 by Priscilla M.L. Knuckey-Ralls as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public

"OFFICIAL SEAL"
Peggy Denise Cox
Notary Public-Arizona
Gila County
My Commission Expires 1/21/2010

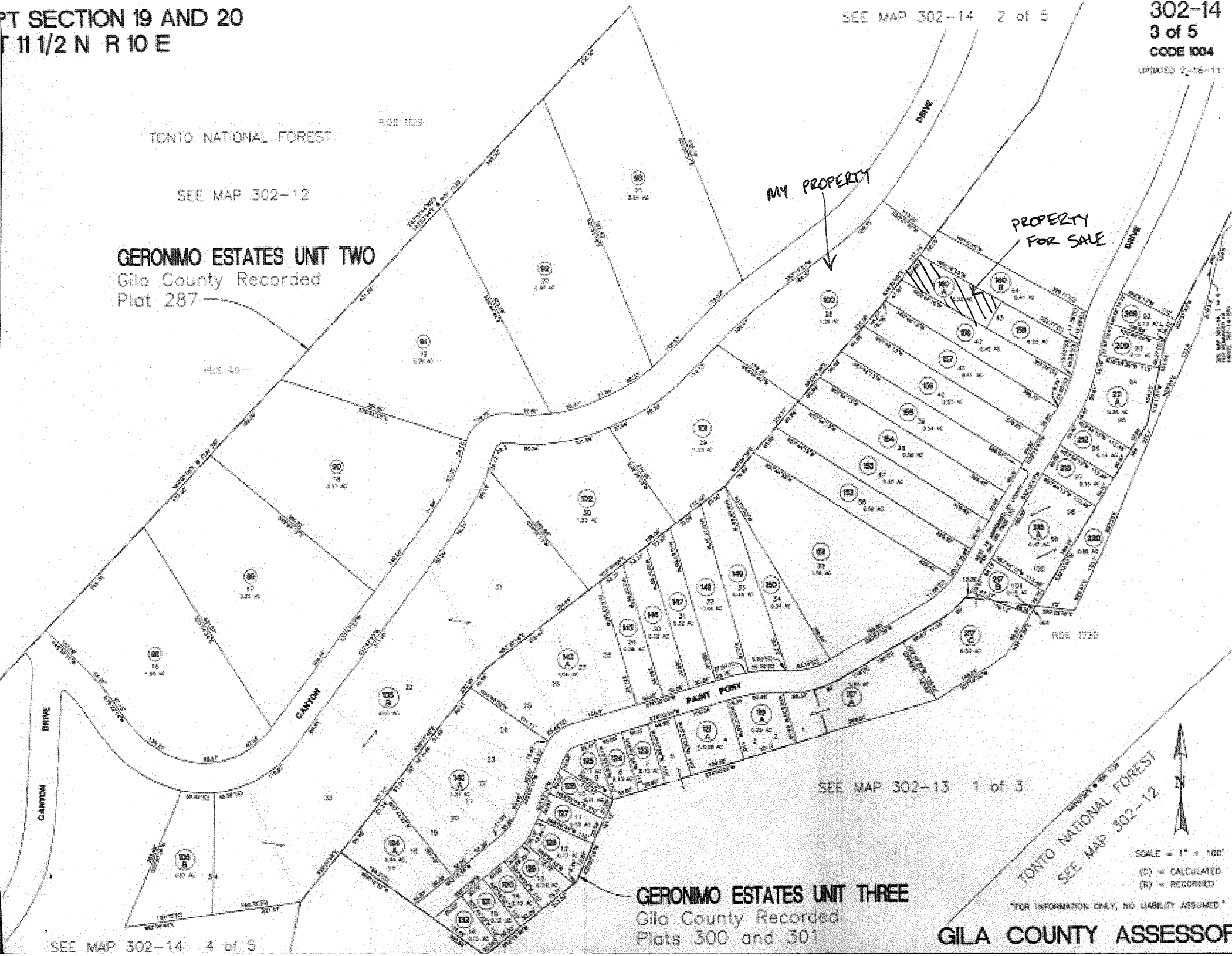
My Commission Expires: 1/21/2010

Gila County Parcel and Tax Information Search

Assessor Information
302-14-160A

Parcel/Tax ID	302-14-160A
Tax Year	2012
Site Address	,
Owner Name	STATE OF ARIZONA,
Owner Address	C/O BOARD OF SUPERVISORS 1400 E ASH ST GLOBE, AZ 85501
Tax Area	1004
Land Value	$3,706.00
Improvement Value	$0.00
Full Cash Value	$3,706.00
Assessed Full Cash Value	$593.00
Limited Value	$3,706.00
Assessed Limited Value	$593.00
Value Method	Market
Exempt Amount	$593.00
Exempt Type	Full
Use Code	0013
Property Use	0013-VL-RES-RURAL-SUBDIVIDED
Class Code	Exempt
Assessment Ratio	16.000000
Sale Price	
Sale Date	
Instrument Type	
Book	
Page	
Parcel Size	0.22
Township, Range, Section	, ,
Legal Description	W½ LOT 43, GERONIMO ESTATES #3,PLAT 301 W½ SEC 20 T11½N R10E = 0.22 AC
Property Type	REAL

Page generated in 5.4852525 seconds


PT SECTION 19 AND 20
T 11 1/2 N R 10 E
302-14
3 of 5
CODE 1004
UPDATED 2-16-11
SEE MAP 302-14 2 of 5
TONTO NATIONAL FOREST
SEE MAP 302-12
MY PROPERTY
PROPERTY FOR SALE
GERONIMO ESTATES UNIT TWO
Gila County Recorded
Plat 287
DRIVE
CANYON
PAINT PONY
SEE MAP 302-13 1 of 3
GERONIMO ESTATES UNIT THREE
Gila County Recorded
Plats 300 and 301
SEE MAP 302-14 4 of 5
TONTO NATIONAL FOREST
SEE MAP 302-12
N
SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED"
GILA COUNTY ASSESSOR

ARF-1259 **Consent Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Shane Stuler, Environmental Health Manager	Submitted By:	Shane Stuler, Environmental Health Manager, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	7/01/2012-6/30/2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Contract No. ADHS12-022009 with the Arizona Department of Health Services to continue funding for the Smoke-Free Arizona Program

Background Information

In November 2006, voters approved Proposition 201 now known as the Smoke-Free Arizona Act - A.R.S. 36-601.01, which prohibits smoking in most enclosed public places and places of employment with a few exceptions. This contract started in May 2007 and the project title is called "Prop 201 Smoke-Free Arizona" It is an annual contract based on a tobacco tax that was part of Proposition 201 to fund its enforcement.

Evaluation

Approval of this contract will allow the Gila County Division of Health and Emergency Services to continue to educate the public on the Smoke-Free Arizona Program rules and to investigate complaints of possible infractions of the Smoke-Free Arizona Program rules.

Conclusion

To comply with County policies and procedures, the continuation of the Prop 201 Smoke-Free Arizona contract is being presented to the Board of Supervisors for approval.

Recommendation

The Health and Emergency Services Division Director recommends that the Board of Supervisors approve this annual contract with the Arizona Department of Health Services to provide continued education and complaint investigations regarding the Smoke-Free Arizona Act.

Suggested Motion

Approval of Contract No. ADHS12-022009 between the Gila County Division of Health & Emergency Services, Health Department, and the Arizona Department of Health Services in the amount of $51,160 annually to continue the funding of the Prop 201 Smoke-Free Arizona Program for the period July 1, 2012, through June 30, 2017.

Attachments

Contract No. ADHS12-022009 Signature page

Prop 201 Terms and Conditions and Background Information

Legal Explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-022009

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Prop 201 Smoke Free Arizona **Begin Date:** 7/01/12

Geographic Service Area: Gila County **Termination Date:** 6/30/17

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 East Ash

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement

_____

Signature of Person Authorized to Sign Date

_____

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS12-022009 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 2012

_____

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

_____

Signature of Person Authorized to Sign Date

_____

Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

_____

Signature **Date**
Assistant Attorney General:

IN WITNESS WHEREOF, the parties hereto have agreed to approve the contract for Continuation of funding from the Arizona Department of Health Services to perform education and complaint investigations of the Prop 201 Smoke Free AZ law.

By:_____

Name: Tommie Cline Martin

Title: Chairman of the Board of Supervisors

ATTEST

By: _____

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: _____

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney
For: Daisy Flores, Gila County Attorney

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-022009

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Prop 201 Smoke Free Arizona **Begin Date:** 7/01/12

Geographic Service Area: Gila County **Termination Date:** 6/30/17

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 East Ash

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement

_____

Signature of Person Authorized to Sign Date

_____

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS12-022009 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, **2012**

_____

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

_____

Signature of Person Authorized to Sign Date

_____

Print Name and Title

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

_____

Signature **Date**

Assistant Attorney General:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be:

X___ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6 Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war, riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

B. Objective

Provide education and compliance activities in accordance with the Act.

C. Scope of Work

The CHD shall:

1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act.
2. Determine compliance with the Act through inspections and investigations.
3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112.
4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement.
5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

D. Tasks

The CHD shall:

1. Provide educational information about the Act to public places, places of employment, and citizens of the County.
2. Document and maintain records of:
   - 2.1 The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;
   - 2.2 The Act compliance inspections/verifications;
   - 2.3 The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;
   - 2.4 The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;
3. Track complaints using the smokefreearizona.org complaint tracking system.
4. Investigate all complaints by inspection or written notice.

5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.

6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.

7. Prepare and submit:

   7.1 Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and

   7.2 A backup report detailing the expenditures listed on the CER.

8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year.

9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

E. Unobligated/Unexpended Funds

1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose".

2. The CHD shall within sixty (60) days after the end of SFY budget period:

   2.1 Provide a complete accounting of all expended funds and any outstanding obligations;

   2.2 Return the unobligated/unexpended balance to ADHS, if applicable;

   2.3 Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.

3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

F. State Provided Items

ADHS shall provide:

1. Smokefreearizona.org website, which provides:

   1.1 Information, including signs, brochures for download; and

   1.2 Electronic submission of complaints.

2. Smoke-Free Arizona signs ("No Smoking") to be used for:

   2.1 Businesses and public places;

   2.2 Restaurants and bars; and

   2.3 Vehicles used for business purposes.

3. Informational brochures for:

3.1 The general public;

3.2 Businesses, restaurants, and bars.

4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or electronically.

G. Reference Documents

A.R.S. § 36-601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

H. Deliverables

The CHD shall submit:

1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year.

2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

I. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the CHD to ADHS shall be sent to:

Smoke-Free Arizona Program
Arizona Department of Health Services
150 N 18th Ave Ste 130
Phoenix, AZ 85007
Phone: 602-364-3449
Fax: 602-364-3146

2. Notices, Correspondence and Payments from the ADHS to the CHD shall be sent to:

Gila County Division of Health & Emergency Services
5515 South Apache Ave., Suite 100
Mailing Address: 1400 East Ash
Globe, Arizona 85501
928-402-8767 phone
928-425-0794 fax

PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	$51,160.00
Estimated quarterly amount	**$12,790.00**
Not to exceed Annual Total	**$51,160.00**

Note: If the CHD has unused funds from the previous quarters, the CHD shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are included inclusive of any travel and travel related expenses.

Authorization for Provision of Services: Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The CHD shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Agreement.

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-1260 **Consent Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 06/05/2012

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 committeemen, 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

One individual's name has been submitted by the Gila County Republican 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 Todd J. Wheeland for appointment by the Board of Supervisors.

Recommendation

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

Suggested Motion

Approval of the appointment of the following precinct committeeman as submitted by the Gila County Republican Committee: Globe #1 Precinct - Todd J. Wheeland.

Attachments

Rep Appointee T. Wheeland

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Todd J. Wheeland, (Name on Voter Registration)

a duly qualified Republican elector residing at

20243 N. US. Hwy 60	Globe,	AZ.	85501
Address	City	State	Zip

928-812-3175	Same	Same
Home Phone	Work Phone	Cell Phone

	TJwheeland@Yahoo.com
Fax	Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of GLOBE #1 CODE Number 100

to fill a vacancy in the same Precinct because:

X Legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED

Party Chairman

4/21/12
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: Todd Wheeland Date: 4/21/12

Voter Identification Number: 400023178

form 8-17-11

ARF-1274 **Consent Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Pinal Mountain Elks Lodge #2809 Special Event Liquor License Application

Background Information

A qualifed 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

On May 21, 2012, Diana Howes, on behalf of the Pinal Mountain Elks Lodge #2809, presented a special event liquor license application to the Chief Deputy Clerk of the Board of Supervisors for the Board Chairman's signature. This application was submitted to obtain permission from the Board of Supervisors to serve liquor at the Gila County Fairgrounds for a wedding to be held on Saturday, May 26, 2012. Ms. Howes was unaware of Gila County's procedure for processing special event liquor license applications, which is to place the application on a Board meeting agenda for review and approval by the Board of Supervisors. The next regular meeting of the Board of Supervisors is scheduled for May 22nd of which the deadline has passed to submit any new agenda items. The following meeting is scheduled to be held on June 5th, which will be too late to obtain persmission from the Board of Supervisors for this event through the County's regular process.

Conclusion

Given the fact that the Elks Lodge has not previously submitted a special event liquor license application to the Board of Supervisors and was unaware of the procedures for submitting said application, permission was granted by the County Manager to present this application to Tommie Martin, Chairman of the Board of Supervisors, for her consideration to sign the application prior to it being placed on a Board meeting agenda. The Chief Deputy Clerk has determined that the paperwork has been completed correctly, so Chairman Martin agreed to make an exception and sign the application. Upon obtaining the Chairman's signature, the application will submitted to the Department for final approval.

Recommendation

It is recommended that approval of the Chairman's signature on the Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 be ratified by the Board of Supervisors.

Suggested Motion

Ratification for approval of the Chairman's signature on a Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 to serve liquor on May 26, 2012, for a wedding that was held at the Gila County Fairgrounds.

Attachments

Elks Lodge #2809 Special Event Liq Lic App

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(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 PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Benevolent + Protective Order of Pinal Mtn #2809 ELKS
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0947792
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☒ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Religious
   - ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
   wedding
5. Location of the event: Gila Co. Fairgrounds
   9908 Fairgrounds Rd | 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**: Howes (Last) | Diana (First) | Lynn (Middle) | 022759 (Date of Birth)
7. Applicant's Mailing Address: 770 S. 11th St. (Street) | Globe (City) | AZ (State) | 85501 (Zip)
8. Phone Numbers: (928) 8121346 (Site Owner #) | (928) 4250450 (Applicant's Business #) | ( ) NONE (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	052612	Sat.	4:30P	12:00A
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

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 One 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 Pinal Mtn Elks #2809 — 100% (Percentage)

Address P.O. Box 2809 Globe AZ 85502

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

_____

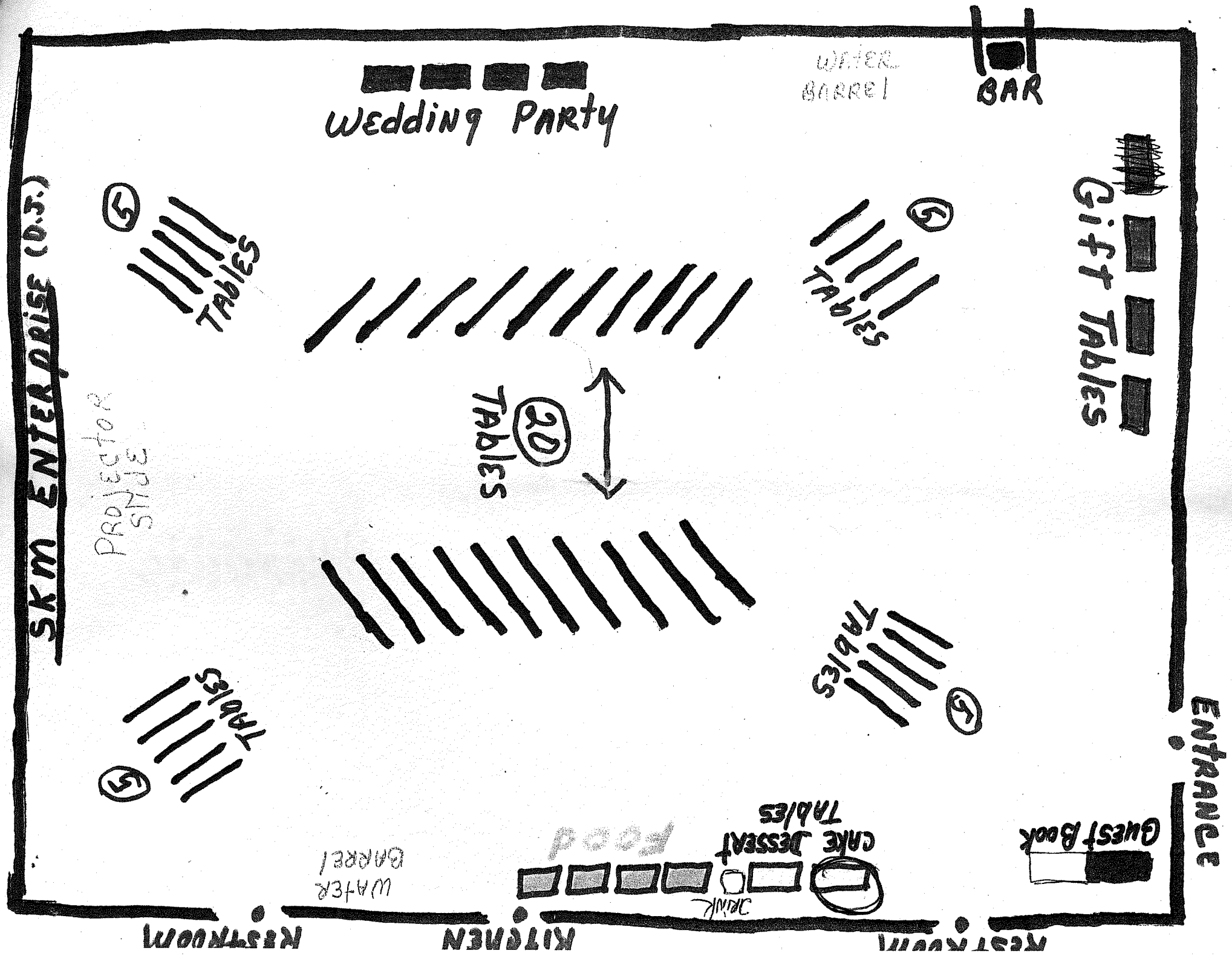
_____

_____

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.



SKM ENTERPRISE (D.J.)
Wedding Party
WATER BARREL
BAR
Gift Tables
5
TABLES
5
TABLES
20
TABLES
PROJECTOR SLIDE
TABLES
5
TABLES
5
ENTRANCE
GUEST BOOK
CAKE DESSERT TABLES
FOOD
WATER BARREL
DRINK
RESTROOM
KITCHEN
RESTROOM

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Jullie Ann Mercer declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Jullie A Mercer Treasurer 5-9-12 (928) 425-2161
(Signature) (Title/Position) (Date) (Phone #)

ESTELLE BELARDE
Notary Public - Arizona
Gila County
My Comm. Expires Aug 21, 2012

State of Arizona County of Gila
The foregoing instrument was acknowledged before me this
14 May 2012
Day Month Year

My Commission expires on: Aug. 21, 2012 (Date) Estelle Belarde (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Diana Lynn Howes declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Diana L Howes
(Signature)

CAMI LUCERO
Notary Public - Arizona
Gila County
My Commission Expires
April 30, 2013

State of Arizona County of Gila
The foregoing instrument was acknowledged before me this
11 May 2012 5-11-12
Day Month Year

My commission expires on: 4/30/2013 (Date) Cami Lucero (Signature of NOTARY PUBLIC)

CAMI LUCERO
Notary Public - Arizona
Gila County
My Commission Expires
April 30, 2013

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Tommie C. Martin Chairman, Board of Supervisors hereby recommend this special event application
(Government Official) (Title)

on behalf of Gila County Tommie C. Martin 5-22-12
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY:

(Title) (Date)

ARF-1282 **Consent Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Sportsman's Chalet - Application for a Temporary Extension of Patio/Premises for July 1, 2012.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (Department). The local governing body usually has established internal procedures for review and approval of the application. The Department has final approval of all recommendations submitted by the local governing body.

Albert Kheen submitted an application to temporarily extend the premises/patio of the Sportsman's Chalet for a special event to be held on July 1, 2012. The Sportsman's Chalet is located in Strawberry.

Evaluation

The application has been reviewed by the Chief Deputy Clerk of the Board. Staff from the Community Development Division also reviewed the application and are familiar with the premises from past inspections. Both departments have no objections with regard to this application.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the Department for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the Department.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet on July 1, 2012, for a special event.

Attachments

Sprtsman's Chalet Application for Temporary Premises Extension

Sportsman's Chalet-Internal Review

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – List specific purpose for change: _____

☒ Temporary change for date(s) of: 7/1/12 through 7/1/12 List specific purpose for change: Accomodate more People

1. Licensee's Name: Keeal (Last) Albert (First) F (Middle)
2. Mailing Address: 5041 N 19th Ave (City) Ph (State) Az (Zip) 85015
3. Business Name: Strawberry Sports Chalet LICENSE #: 06040007
4. Business Address: 5087 N Highway 87 (City) Strawberry (COUNTY) Gila (State) Az (Zip) 85544
5. Business Phone: (928) 951-4292 Residence Phone: (___) _____
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO Fax #: (___) _____
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES If so, when does your Certificate expire? __/__/__
8. What security precautions will be taken to prevent liquor violations in the extended area? Increase staffing from 30 to 40 people
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

****After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ _____ _____
(Authorized Signature) (Title) (Agency)

I, Albert Keeal (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____ State of Arizona County of Maricopa
(Signature of Owner/Applicant)

OFFICIAL SEAL
JESSICA STRICKLAND
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 16, 2016

SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date 18 (Day) May (Month) 2012 (Year)

My commission expires on: __/__/__

_____
(Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

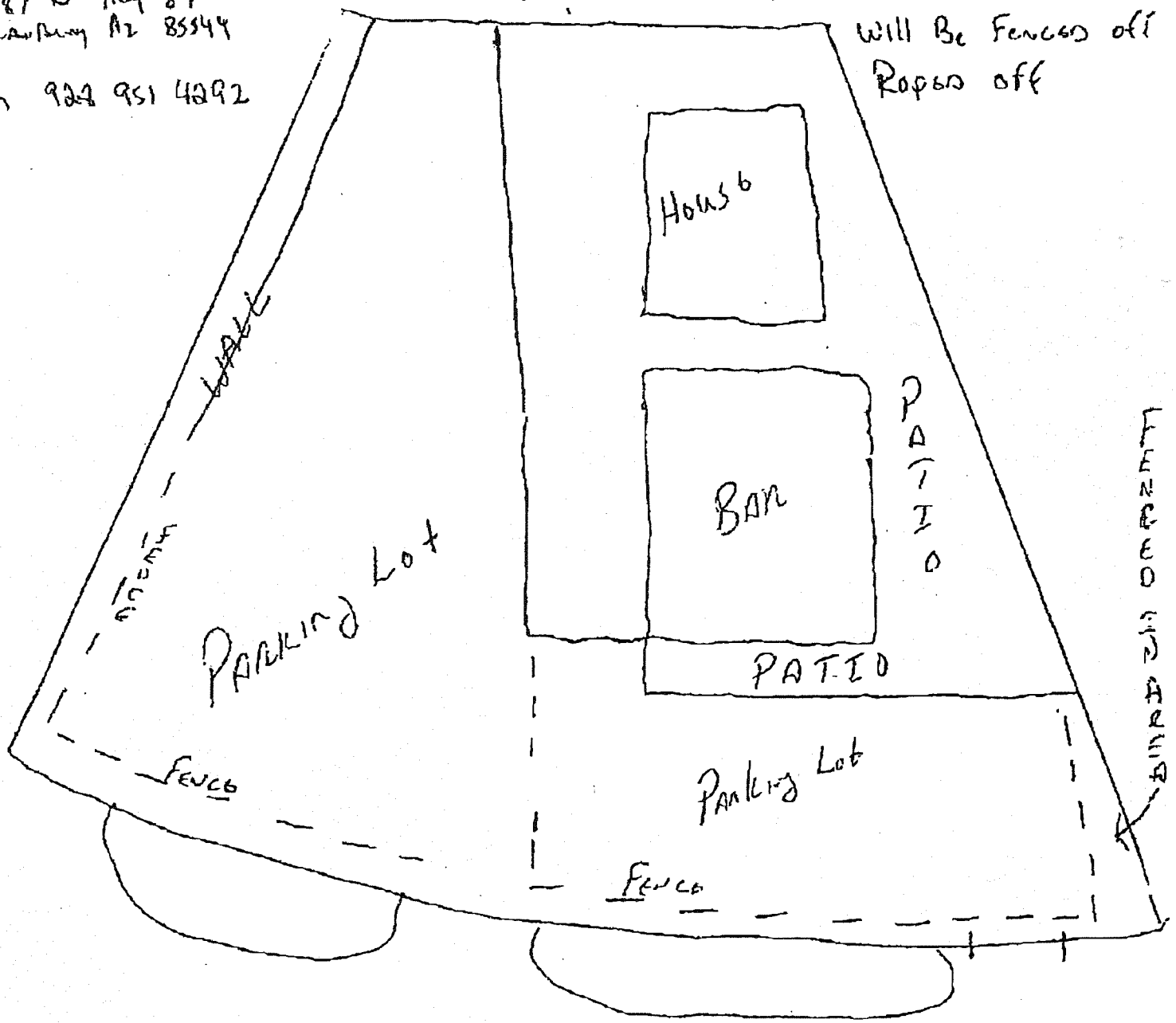
Director Signature required for Disapprovals _____ Date: __/__/__

 *Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.

Sportsmans Chalet
85087 N Hwy 87
Strawberry Az 85544

Tim 928 951 4292

Approx Parking Lot to Have liquor in it for July 1st 2012
Will Be Fenced off and on
Roped off



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

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

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

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

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

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

DATE: May 21, 2012

TO: Bob Gould, Community Development Division Director

FROM: Marian Sheppard, Chief Deputy Clerk, BOS MS

SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Albert Keehn to temporarily extend the liquor license service area on July 1, 2012, a the Sportsman's Chalet, 5087 W. Highway 87, Strawberry, Arizona.

A.R.S. §4-207.01 (B) states, No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises and shall have secured the written approval by the director. This provision shall apply to any person to person transfer of the licensed premises.

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

****

THIS ESTABLISHMENT **DOES / DOES NOT** (circle one) MEET THE ZONING REQUIREMENT FOR A [redacted] TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT.

Planning & Zoning Department: Date:

[signature] 5-23-2012

Date

There are no Building Code issues pending. We have no objection to proceeding with this application.

[signature] Joe Mendoza 5/22/12

ARF-1283 **Consent Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 06/05/2012

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

Fireworks Display Application for Freeport-McMoRan Copper & Gold, Inc.-Miami Operations

Background Information

For many years a local copper mining company, presently known as Freeport-McMoRan Copper & Gold, Inc.-Miami Operations, has provided the local community with a 4th of July fireworks display at the location of the mine in Claypool.

Evaluation

All applications are submitted to the Clerk of the Board of Supervisors, which are ultimately presented to the Board of Supervisors for approval. Fireworks Productions of Arizona has submitted an application on behalf of Freeport-McMoRan for its July 4th fireworks display.

Conclusion

The required certificate of insurance is attached to the application; Sheriff John Armer has signed the application; and AJ Howell, Tri-City Fire District Batallion Chief, has submitted a letter approving of this fireworks display; therefore, all of the required information is attached for the Board of Supervisors' review/decision.

Recommendation

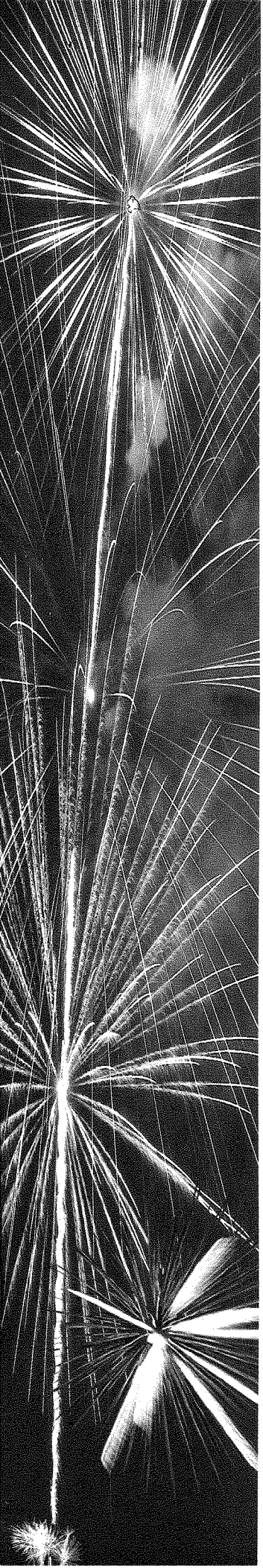
The Board of Supervisors' approval of this application is recommended by the Chief Deputy Clerk of the Board.

Suggested Motion

Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona on behalf of Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4th at Freeport-McMoRan's minesite.

Attachments

Fireworks Productions of Arizoina Fireworks Display App



Fireworks Productions of Arizona

May 16, 2012

Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

To Whom It May Concern:

Enclosed is the permit request for a fireworks display hosted by Freeport-McMoran Copper & Gold of Miami scheduled for July 4, 2012.

Once the permit has been approved please send a copy to:

Fireworks Productions of Arizona
Attn: Sarah Harris
17034 S. 54th Street
Chandler, AZ. 85226
480-423-5430 fax

If you have any questions regarding the show or need any additional information please do not hesitate to contact me at the number listed below or via email (sarah@fireworksaz.com). Thank you.

Pyrotechnically Yours,

Sarah Harris
Pyro Office Manager
Pyrotechnician

Encl: Permit Request

17034 S. 54th Street • Chandler, Arizona 85226 • office (480) 948-0090 • fax (480) 423-5430 • toll free 1-877-948-0090
e-mail: info@fireworksaz.com • web: www.fireworksaz.com

APPLICATION FOR FIREWORKS DISPLAY

To: Gila County Board of Supervisors

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) 07/04/11 at (Address) #1 Tailings, to be sponsored by (Name of Organization) Freeport McMoran.

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

Sarah Harris
Director of Display

Ernie Baca w/ Fireworks Productions of Arizona
Person in charge of premises where display is located.

Attached hereto is a surety bond or certificate of liability insurance in a principal amount of $ 10,000,000.00, but not less than $1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

****

APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED ☑

****

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

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

John R. Arnold
Sheriff

****

PERMIT FOR FIREWORKS DISPLAY

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

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

DATED this _____ day of _____ 20____.

GILA COUNTY BOARD OF SUPERVISORS

By:_____

Marco R. Olsen
Fire Chief

Dan L. Goar
Sec/Treasurer

4280 E. Broadway
P.O. Box 83
Claypool, AZ 85532

Phone (928) 425-0815
Fax (928) 425-5392

May 17, 2012

Gila County Board of Supervisors
1400 E. Ash St.
Globe, AZ 85501

Chairperson of the Board,

The Tri-City Fire District in partnership with Freeport-McMoRan Miami and Fireworks Products of Arizona, will again work together to provide the community 4th of July show. We will have personnel and equipment on hand, as we have for over twenty years, to minimize the possibility of fire impacting our community during this wonderful event.
We are in contact with and support of the FMI and the Pyrotechnician's from the planning stage through the show itself.

I thank you in advance for any support of this community project and if I can be of any assistance, please don't hesitate to contact me by email (chf13@hotmail.com) or by phone (928-812-2991).

Sincerely,

AJ Howell, Battalion Chief
Tri-City Fire District

MERCHANTS
BONDING COMPANY
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158
(515) 243-8171 • (515) 243-3854 FAX

FIREWORKS DISPLAY BOND

Bond No. AZ 423907

KNOW ALL PERSONS BY THESE PRESENTS, that we

Fireworks Productions of Arizona

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, with its home office in the City of Des Moines, Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto

Gila County State of Arizona

in the sum of One Thousand & NO/100 ---------- DOLLARS ($ 1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal Fireworks Productions of Arizona desires to have a permit for Fireworks Display and in order to have such display it is necessary for said

Fireworks Productions of Arizona LTD

to execute a surety bond in the amount of One Thousand & NO/100 ---------- Dollars ($ 1,000.00) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

NOW, THEREFORE, if the said Fireworks Productions of Arizona well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of Gila County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. May 17, 2012 to 12:01 A.M. May 17, 2013 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 17th day of May, 2012.

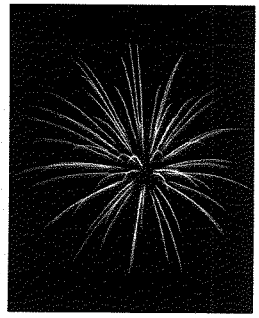
Fireworks Productions of Arizona
Principal

MERCHANTS BONDING COMPANY (MUTUAL)

By
Attorney-in-fact , James W Griffin Sr

LP 0265 AZ (12/99)

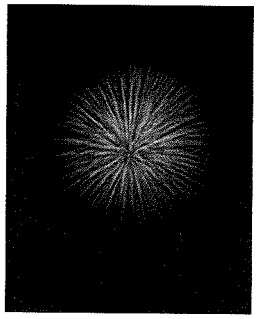
Exhibit A



FREEPORT – MCMORAN
Copper & Gold
MIAMI

Wednesday, July 4, 2012

TOTAL AERIAL EFFECTS 663



Opening: *Your show begins with:* **25** – 3" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **564** aerial shells.

2.5" -	**2**	36 Shot Color or Titanium Salute Finale Box
3" -	**72**	Chinese Fancy's & Specials
4" -	**180**	Chinese Fancy's & Specials
	72	Designer Cylinder Specials
5" -	**72**	Chinese Fancy's & Specials
	18	Designer Pattern Specials
6" -	**45**	Chinese Fancy's & Specials
	18	Designer Pattern Specials
8" -	**15**	Chinese Fancy's & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement with multiple styles of brilliantly-colored shells.

Your Grande Finale consists of **74** aerial shells:

Your Grande Finale: **49** - 3" shells, **20** – 4" shells, **3** - 6" shells and **2** – 8" shells.

Designed by: Fireworks Productions of Arizona

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2012

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
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

CONTACT NAME:
PHONE (A/C, No, Ext): 440-248-4711 FAX (A/C, No): 440-248-5406
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Co	23817
INSURER B : Maxum Indemnity Company	26743
INSURER C : Travelers	5606
INSURER D : Lexington Insurance Co	
INSURER E :	
INSURER F :	

INSURED
Fireworks Productions of Arizona Ltd.
17034 S 54th St
Chandler AZ 85226

COVERAGES **CERTIFICATE NUMBER:** 1275932415 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	**GENERAL LIABILITY**	Y		43924775-03	10/9/2011	10/9/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	**AUTOMOBILE LIABILITY**	Y		CA62658869	10/9/2011	10/9/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	Y		EXC6017189-01	10/9/2011	10/9/2012	EACH OCCURRENCE	$9,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N	N/A		4864P073	10/1/2011	10/1/2012	X WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Date of Display: July 4, 2012
Location of Display: Miami Arizona
Additional Insured(s): Freeport McMoran Copper & Gold Inc., and Phelps Dodge Oporation and their subsidiaries, as their interests may appear, are named as additional insured. Waiver of subrogation in favor of Freeport McMoran Copper and Gold Inc., and Phelps Dodge Corporation and their subsidiaries. Contractual liability coverage applies.

CERTIFICATE HOLDER

Freeport McMoran Copper & Gold Inc.
Freeport-McMoran Miami Inc District 707
PO Box 4444
Claypool AZ 85532

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

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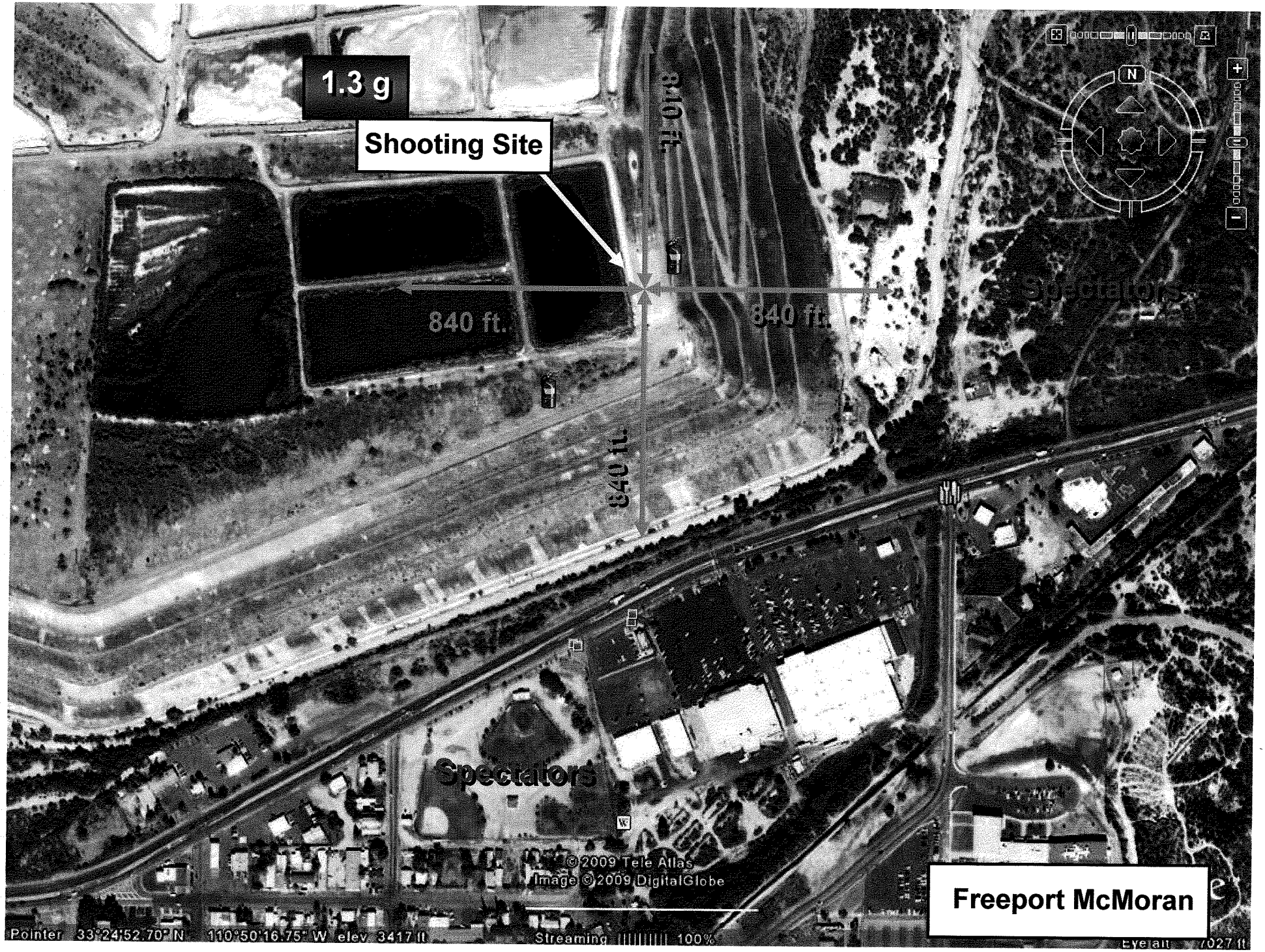
1.3 g
Shooting Site
840 ft.
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Spectators
Spectators
© 2009 Tele Atlas
Image © 2009 DigitalGlobe
Freeport McMoran
Pointer 33°24'52.70" N 110°50'16.75" W elev 3417 ft
Streaming 100%
Eye alt 7027 ft

ARF-1252 **Consent Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 06/05/2012

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.
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Presenter's Name:

Information

Request/Subject

Independent Contractor Agreement with Arizona Community Action Association (Contract No. 07012012-13)

Background Information

Arizona Community Action Association (ACAA) promotes economic self-sufficiency for low-income people through collaborations which:

- Strengthen, represent and promote Arizona's Community Action.
- Encourage and enhance inter agency cooperation.
- Represent low-income concerns.
- Assure maximum feasible participation of low-income people.
- Develop partnerships with the public and private sectors.
- Engage in research and education related to developing solutions to poverty.

Community Action changes peoples lives, embodies the spirit of hope, improves communities, and makes America a better place to live. ACAA cares about the entire community and are dedicated to helping people help themselves and each other.

Evaluation

If approved, this contract will provide funding in the amount of $45,307 which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving Contract No. 07012012-13, the Community Action Program will provide weatherization work, utility deposits, repair and replacement work and bill assistance to eligible citizens residing in Gila County.

Recommendation

The Community Action/Housing Services Manager recommends the Board of Supervisors approve this contract.

Suggested Motion

Approval of an Independent Contractor Agreement (Contract No. 07012012-13) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will provide funding in the amount of $45,307 to provide utility deposits, repair and replacement work and bill assistance to eligible citizens residing in Gila County for the period from July 1, 2012, through June 30, 2013.

Attachments

2012-13 Utility Assistance Programs Contract No. 07012012-13

Legal explanation

Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT
2012-13 Utility Assistance Programs
Contract No. 07012012-13

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Health and Community Services** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $45,307.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	**$19,466.00**	**$1,557.00**	**$21,023.00**	Utility/Appliance Repair or Replacement Utility Deposit	**Refer to Exhibit A**: Utility Repair Replacement Deposit Policy Manual **Refer to Exhibit B**: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (8/2011 Edition) Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) Bill Assistance Program	**$6,085.00**	**$0**	**$6,085.00**	Utility assistance for SWG customers	**Refer to Exhibit C**: Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. **Of total allocation, $1,521.00 can be used for deposits.** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF) **HEAF/Tribal**	**$2,244.00** **$5,651.00**	**$224.00** **$565.00**	**$2,468.00** **$6,216.00**	Utility assistance and deposits Utility assistance and deposits for Native Americans living on the reservation.	**Refer to Exhibit D**: Home Energy Assistance Policy Manual Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
APS Crisis Bill Assistance	**$4,000.00**	**$400.00**	**$4,400.00**	Utility assistance for APS customers	**Refer to Exhibit E**: APS Crisis Bill Assistance Program Summary Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Salt River Project (SRP) Bill Assistance	**$4,650.00**	**$465.00**	**$5,115.00**	Utility assistance and deposits for SRP customers only (including M-Power customers)	**Refer to Exhibit F**: SRP Bill Assistance Program Summary. The Arizona Dept. of Economic Security's Monthly 60% State Median Income applies to this program only. **See Exhibit H** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	**$42,096.00**	**$3,211.00**	**$45,307.00**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2012** (the "Effective Date") and ending on **June 30, 2013**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

15. *Automobile Liability*

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

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

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

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

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. 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 ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in ***Section 1*** pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***H*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such

information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the

right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

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

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

13. **Anti-Terrorism Warranty.** Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

15. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

_____
Tommie C. Martin, Chairman, Gila County

Date:_____

Approved as to Form:

_____
Bryan B. Chambers, Chief Deputy County Attorney

Date:_____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By_____
Name: Cynthia Zwick
Title: Executive Director

Date: MAY 1, 2012

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	Utility Repair, Replacement and Deposit Policy Manual Effective July 1, 2012 – June 30, 2013
Exhibit B	Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) Status (Revised by DES in 8/2011)
Exhibit C	Southwest Gas (SWG) Bill Assistance Program
Exhibit D	Home Energy Assistance Fund Policy Manual July 1, 2012 – June 30, 2013
Exhibit E	APS Crisis Bill Assistance Program Summary
Exhibit F	Salt River Project Bill Assistance Program Summary
Exhibit G	Federal Poverty Income Guidelines effective July 1, 2012 – June 30, 2013
Exhibit H	Arizona Department of Economic Security/Div. of Aging and Adult Services – Monthly 60% State Median Income (SMI) to be used for program eligibility for the SRP Bill Assistance Program

Exhibit A

Home Energy
Assistance Fund
Aid. Educate. Conserve.

UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

POLICY MANUAL SFY 2013

Effective: July 1, 2012 – June 30, 2013

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A. PURPOSE OF THE PROGRAM

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **$2,000.00**.

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
   Electric
   Gas
   Water
   Telephone

2. Repairs to existing utility-related appliances or systems.

3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: **The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.**

C. GUIDELINES FOR REPAIR/REPLACEMENT

1. Eligible Appliances

Water Heaters
Cooking Stoves
Microwaves
Furnaces
Air Conditioners
Telephone
Evaporative Coolers
Refrigerators
Washers/Dryers

Ineligible Appliances

Televisions
Radios
VCRs
Hair Dryers
Blenders
Water Softeners
Cable TV
Satellite Receivers

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, **or** when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. ELEMENTS OF ELIGIBILITY - URRD

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

2012-13 FEDERAL POVERTY INCOME GUIDELINES

MONTHLY INCOME

FAMILY SIZE	200% OF POVERTY
1	$1,862
2	$2,522
3	$3,182
4	$3,842
5	$4,502
6	$5,162
7	$5,822
8	$6,482
9	$7,790
10	$8,450
For Each Additional Household Member Add:	$660

Figures derived from information dated Thursday, January 26, 2012 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 and the Home Energy Assistance Fund Grants Management System.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm the means to submit an application without leaving their residences.

1. ENOO5 Application
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days from the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section **J. Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that** repairs or replacements have been made and/or completed.

J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted**.

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

Exhibit B

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

U.S. CITIZENSHIP

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions.

U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands – on or after November 4, 1986
- Panama Canal Zone - on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010
- Swain Islands
- U.S. Virgin Islands – on or after January 17, 1917

100. VERIFICATION OF U.S. CITIZENSHIP

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

NOTE: The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

.01 APPROVED DOCUMENTATION

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. PRIMARY - VERIFICATION DOCUMENTS

1. A birth certificate showing birth in the U.S., its territories or possessions. Birth Certificates issued from Puerto Rico must be issued on or after July 01, 2010. (See policy clarification #010-01).
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

B. SECONDARY - VERIFICATION DOCUMENTS

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name and a U.S. place of birth and the date of birth or age of the participant.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., Territories, or Possessions. (See U.S. Citizenship on page 1)
4. Proof of employment as a U.S. government civil servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1). (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent

2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). **This documentation CANNOT be expired.**
5. Verification from the Social Security Administration, e.g. award letter.
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers: When verifying military service criteria, the following apply:

    - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
    - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active)).
    - A spouse or unwed dependent child of a veteran or active duty noncitizen must provide a document to verify relationship along with military verification requirements.
    - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements.

11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance

Programs. The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.

D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager Supervisor.
4. Document the reason for using the affidavit form.

.02 ACCEPTABLE COPIES

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Determining Non-citizen Status
To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their status.

When the document is provided, compare the document to the documents listed on pages 5 through 12. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

200 VERIFICATION OF QUALIFIED NON-CITIZENS

.01 QUALIFIED NON-CITIZEN CATEGORIES

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. LAWFUL PERMANENT RESIDENT (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
3) They have a military connection
4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):**

1. I-551- Resident Alien Card (Eligible for Benefits)

2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: Processed for I-551

Temporary Evidence of Lawful Permanent Residence. Valid Until (Date). With the following Stamp/Annotations of Law

a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);

b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code

c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp

d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code

e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: "Admission for Permanent Residence at
   a. D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

B. **ASYLEE** - An asylee is an individual who has been granted protection and immunity from extradition by USCIS. These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:
   1. I-94 with one of the following:
      A stamp showing grant of asylum under Section 208 of the INA to include:
      a. AS1 - Eligible for benefits
      b. AS2 - Eligible for benefits
      c. AS3V92 - Eligible for benefits

C. **BATTERED NON-CITIZEN**

A battered Non-citizen is an individual who has suffered abuse or extreme cruelty while living in the U.S. Battered nonqualified noncitizens may become qualified Non-Citizens when they have suffered abuse from any of the following:

- a parent,
- a spouse
- a relative of the parent or spouse who resides in the same home as the battered noncitizen.

- In order for the Non-Citizen to be eligible under this category, they must meet **ALL** of the following:

1. Possess appropriate USCIS status
2. Abuse occurred in the U.S.
3. The abusive person was a U.S. Citizen or Lawful Permanent Resident (LPR).

4. The abused individual is no longer residing with the batterer

D. CUBAN OR HAITIAN ENTRANT

A Cuban or Haitian entrant is an individual who has fled to the U.S. from either Cuba or Haiti to escape oppression or persecution.

These applicants normally have the following USCIS document: **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

NOTE: Haitian nationals who resided in the United States on January 12, 2010, were granted Temporary Protected Status (TPS), due to the earthquake in their country. TPS does not satisfy qualified non-citizenship eligibility criteria. Therefore they are not eligible for benefits unless they meet other qualifying criteria.

E. NON-CITIZEN WHOSE DEPORTATION IS WITHHELD

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen whose continued presence in the U.S. is required by the U.S. government. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA
- Removal withheld under 241(b)(3) of the INA

F. INDEFINITE DETAINEE

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Indefinite Detainee status is granted by USCIS when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include both of the following:

- The applicant's alien registration number.
- A notation regarding U.S. exclusion, deportation, or removal.

Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12(c) (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
2. Alien Registration Number
3. Social Security Number
4. Home Country
5. I-94 Card Number
6. Parent's Names
7. Driver's License Number
8. Copies of ANY immigration documents (I-220B, I-688B, etc.)

- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
- The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
- The agency should document all action taken and the dates made.
- The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
- ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

G. NON-CITIZEN PAROLED INTO THE U.S.

A parolee is an individual who has been granted lawful temporary residency in the U.S. by USCIS for humanitarian reasons, or the public benefit. The parolee status must be **BOTH** of the following:

- Granted status of at least one year.
- Granted under 212(d)5(A) of the Immigration and Naturalization Act.

Parolees must also meet the continuous residency requirements to be eligible for services (See page 10).

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form.

H. REFUGEE OR AMERASIAN

A Refugee or Amerasian is an individual who has fled their country to escape invasion, oppression, or persecution. A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS **documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 –6, -7, -71; RE7 –8; Z2; (Eligible for Benefits)

I. VICTIM OF SEVERE HUMAN TRAFFICKING

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

1. I-797, Notice of Action annotated with one of the following T Visa or Derivative T Visa class of admission codes: T-1, T-2, T-3, T-4, and T-5.

J. SPECIAL IMMIGRANT VISA HOLDER

Special Immigrant Visa (SIV) holders are individuals who enter the U.S. under a special visa issued by USCIS to Iraqi and Afghani citizens. These visas entitle the noncitizen to the same benefits and services as refugees.

K. AMERICAN INDIANS BORN OUTSIDE OF THE UNITED STATES

An American Indian born in Canada and not enrolled in a federally recognized tribe may be considered as a Lawful Permanent Resident (LPR), they must meet **BOTH** of the following:

- Possess at least 50% American Indian blood
- Established residency in the U.S.

These noncitizens usually have USCIS form I-181.

B. NON-SPONSORED LAWFUL PERMANENT RESIDENT

A non-sponsored Lawful Permanent Resident (LPR) is a noncitizen given permission to permanently live and work in the U.S. and has not been sponsored through USCIS by an individual or an organization. A non-sponsored LPR must meet at least **ONE** of the additional requirements listed below:

01. Five years of Lawful Residency:
To meet the five year requirement, a Lawful Permanent Resident (LPR) must have been continuously living in the U.S. as an LPR for five years or more.

02. Prior Qualified Status
To meet the qualified status, a Lawful Permanent Resident (LPR) must have entered the U.S. in a temporary qualified status.

03. Military Connection
Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

a. They are a qualified Non-Citizen
b. They meet one of the following military service criteria:

01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements listed below:
    - Is legally married to the veteran or person on active duty
    - Is legally separated form the veteran or person on active duty
    - Is a widowed spouse of the veteran or person on active duty and has not remarried

NOTE: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.

04. Continuous Residency
These noncitizens must provide documentation that indicates they have been residing in the U.S. continuously since August 22, 1996.

There must be no absences longer than 30 continuous days. The total of all absences must be fewer than 90 days from the time the noncitizen entered the U.S. up to the date their status (LPR, parolee, or battered) status was approved.

When it has been determined there is potential eligibility for the qualified noncitizen, the noncitizen must provide **BOTH** of the following:

1. A written statement. The statement must include both of the following:

   A. The date the noncitizen arrived in the U.S.
   B. All absences from the U.S. from the arrival date until the date the LPR, parolee, or battered noncitizen status was approved.

2. Documentation to support the statement of the qualified noncitizen that they reside in the U.S. and have continuously resided in the U.S. since PRIOR to August 22, 1996. Several documents may be required to support the presence of the noncitizen in the U.S. The documentation may include, but are not limited to, the following:
   * Driver's license
   * Motor vehicle title(s) that lists the noncitizen
   * Rent or lease receipts or agreements that list the noncitizen
   * Mortgage records
   * Church records
   * School records for children that list the noncitizen
   * Income tax returns
   * Medical records
   * Statement from doctors indicating time frames the noncitizen as treated
   * Statement from clergy
   * Attorney records
   * USCIS records
   * Employment records

300. NON-CITIZEN ALIEN IDENTIFICATION CARDS

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).**

.01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are as follows:

a. I-94 Arrival/Departure Record:
1-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:
1-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:
The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".
- Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

NOTE: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

NOTE: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

.01 An eligible applicant must execute a sworn affidavit **(see Exhibit IV)** stating that the documentation provided as listed on this document during the verification process is/are true.

i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.

ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation

iii. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

400. NON-CITIZENS - INELIGIBLE CARDS

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. Any alien ID cards that are expired.
2. 1-181a – Memorandum of creation of record of lawful permanent residence
3. I-184-Crewman Landing Permit
4. I-185-Nonresident Alien Canadian Border Crossing Card
5. I-186 – Nonresident Mexican Border Crossing Card
6. I-444-Mexican Border Visitor Permit
7. I-586-Nonresident Alien Border Crossing Card
8. I-688A – Employment Authorization – This is the first card issued to noncitizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688 -Temporary Resident - this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-688B-Employment Authorization – Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
11. I-689 Fee Receipt
12. I-766-Employment Authorization – This card was introduced in 1997. Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
13. DSP150 Border Crossing Card – This card was introduced in 1998.
14. Student Visa

Arizona Community Action Association

Exhibit C

SOUTHWEST GAS
smarter > greener > better

Southwest Gas Low Income Bill Assistance Guidelines
July 1, 2012 – June 30, 2013

Scope of work:
The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

Crisis situations will include:

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

Customer Qualifications:

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than **150%** of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

Client Intake Processes:

- Please refer to the Home Energy Assistance Fund Policy Manual for polices on client intake.

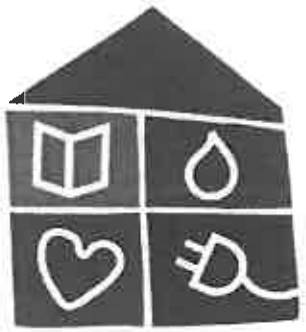
Client Verification and Documentation:

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes.
- Verification of citizenship not applicable for this fund source.

Grant Maximum:
$400 per household per 12 month period.

Note: Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives $6,000 you are allowed to use only $1,500 for deposits and the rest ($4,500) on utility usage.

Exhibit D



Home Energy
Assistance Fund
Aid. Educate. Conserve.

Arizona Community Action Association
Home Energy Assistance Fund
SFY-2013

Policy Manual

July 1, 2012 – June 30, 2013

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Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the "Fund", has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a "hand up" not a "hand out";
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver's license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG[1]. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account[2], a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons[3]:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided[4].

---

[1] Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

[2] An account that is one or more days past due and current charges are eligible

[3] Refer to the Glossary of Terms for detailed examples of crisis reasons

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of $500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days**. The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed $500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden[5]. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds $500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

Example 1:

---

[4] Evidence may include a copy of the lease or a note from the landlord.

[5] Forward balance cannot not exceed 150% of the current energy burden.

MPower customer

Back balance = $150
30 day need = $100
Payback percentage required by SRP: 40%
Total grant: $250
The case log must note that $150 is earmarked for balance payoff. Otherwise, the $250 will automatically be posted with 60% going to purchase ($150) and 40% going to payoff ($100), leaving $50 in arrears.

Example 2

Back balance = $700
30 day need = $120
Payback percentage: 40%
Total grant: $500
Case log should note that $120 goes to present purchase with remaining $320 to be applied to back balance. Otherwise, the $500 will automatically be posted with 60% going to purchase ($300) and 40% going to payoff ($200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis[6].

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)[7].

[6] For example a gas and electric account

[7] Exceptions may apply to clients with M-Power utility accounts

Security Deposit
Security deposits will be made only in the name of the adult in the household.

Current Account Charges
Late Fees
Service Establishment and Reconnect Fees

Decision Notice

The Agency **will provide written notice to the applicant of approval and/or denial of assistance.** The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

Determining Household Income

Countable Income

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended[8]. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

A. Earned Income: employment, self employment[9]
B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

[8] A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

[9] Net income will be counted (Gross income less business related expenses)

C. Pensions
D. Worker's Compensation
E. Child Support
F. Work Study
G. Other Unearned Income: rental income, and endowments or legal settlements.
H. Indian Gaming Commissions

Excluded Income

A. Food Stamps
B. Medicare
C. WIC
D. AmeriCorps Stipend
E. Earned income of a child that is 16 or 17 years of age and is a full time student
F. Earned income of a child under 16 years of age
G. Cash gifts
H. Insurance Payments
I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time,** will be counted.

Individuals Whose Income Will Not Be Counted

A. Income for persons ages 16 and 17 who attend school full time is not counted.
B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"[10]. Roommates' income is treated as one household entity[11]. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

[10] Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

[11] Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2012- 2013 Federal Poverty Income Guidelines

Effective July 1, 2012 – June 30, 2013

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty Household size	150%	200%
1	1396	1,862
2	1,891	2,522
3	2,386	3,182
4	2,881	3,842
5	3,376	4,502
6	3,871	5,162
7	4,366	5,822
8	4,861	6,482
9	5,843	7,790
10	6,338	8,450
For each additional member add:	$495	$660

Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:
Past 30 days of household income: $1,000
One-month current electric bill: $45, one-month current gas bill: $50 = $95

$95/$1,000 = 9.5% Energy Burden

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of $200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of $200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07
Cost: $300
Quantity: 100 gallons

Propane receipt **2** dated 4/10/07
Cost: $250
Quantity: 100 gallons

Date of Application: 7/10/07
Cost per day = $300 / 90 days = $3.33
30 day energy cost = $3.33 * 30 = $99.99

Household income: $1,000
30 day energy cost: $99.99
$99.99/$1,000 = 9.9% Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a $200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the

staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

Glossary of Terms

Standard Cost
The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder
Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

> Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.

2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.

3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record
The name of the person on the utility account.

Delinquent Account
An account that is one or more days past due.

Household
Consists of each person living in the home at the time of application.

Late Fees
Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney
A legal document authorizing one person to act on behalf of another.

Roommates
Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees
Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

Exhibit E

ARIZONA PUBLIC SERVICE (APS)
CRISIS BILL ASSISTANCE PROGRAM SUMMARY

This program was funded as a result of the December, 2009 APS Rate Case Settlement. Funds were allocated for bill assistance to households that fall between 150-200% of the Federal Poverty Guidelines.

CAN PAY	APS utility bills on client's present address ONLY and must be a customer of record. **Cannot pay deposits, reconnect fees or establishment charges.**
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. No credit can be given on an account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers. Household income for the most recent 30 days, including the date of application, must be at **150 % and no more than 200% of the current federal poverty guidelines**. All income must be verified. **Households with no income do not qualify for this program.**
CRISIS:	Hardship reason must be documented on the application only
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent APS utility bill. 3. Income verification for the last 30 days including application date.

Exhibit F

SALT RIVER PROJECT (SRP)
BILL ASSISTANCE PROGRAM SUMMARY

REVISED 10/3/2011

CAN PAY	Utility bills that include: disconnect amounts, past due amounts, current charges, and balance from previous SRP address.
MAXIMUM GRANT AMOUNT:	**$600.00.** No credit can be given on an account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Client household must be a SRP customer. Household income for the most recent 30 days, including the date of application, **must meet the Arizona Department of Economic Security Division of Aging and Adult Services – Community Services Monthly 60% State Median Income (SMI) guidelines.** All income must be verified.
HARDSHIP:	The hardship reason must be documented on the application only.
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent SRP utility bill/for M-Power customers - 30 day usage receipt from SRP 3. Income verification for the last 30 days (including date of date of application)

EXHIBIT G

FEDERAL POVERTY GUIDELINES
Effective July 1, 2012 - June 30, 2013

Arizona Community Action Association
Home Energy Assistance Fund
Percent of Poverty Display - Monthly Gross Income

Information based on the Federal Register published on January 26, 2012

Percent of Poverty	Household Size 1	2	3	4	5	6	7	8	9	10	For each additional member add:
0% to 74%	$0 **$689**	$0 **$933**	$0 **$1,177**	$0 **$1,422**	$0 **$1,666**	$0 **$1,910**	$0 **$2,154**	$0 **$2,398**	$0 **$2,882**	$0 **$3,127**	**$244**
75% to **100%**	$690 **$931**	$934 **$1,261**	$1,178 **$1,591**	$1,423 **$1,921**	$1,667 **$2,251**	$1,911 **$2,581**	$2,155 **$2,911**	$2,399 **$3,241**	$2,883 **$3,895**	$3,128 **$4,225**	**$330**
101% **125%**	$932 **$1,165**	$1,262 **$1,577**	$1,592 **$1,989**	$1,922 **$2,402**	$2,252 **$2,814**	$2,582 **$3,226**	$2,912 **$3,640**	$3,242 **$4,051**	$3,896 **$4,869**	$4,226 **$5,281**	**$413**
126% **150%**	$1,166 **$1,396**	$1,578 **$1,891**	$1,990 **$2,386**	$2,403 **$2,881**	$2,815 **$3,376**	$3,227 **$3,871**	$3,641 **$4,366**	$4,052 **$4,861**	$4,870 **$5,843**	$5,282 **$6,338**	**$495**
151% **200%**	$1,398 **$1,862**	$1,892 **$2,522**	$2,387 **$3,182**	$2,882 **$3,842**	$3,377 **$4,502**	$3,872 **$5,162**	$4,367 **$5,822**	$4,862 **$6,482**	$5,844 **$7,790**	$6,339 **$8,450**	**$660**
Annual	*11,170*	*15,130*	*19,090*	*23,050*	*27,010*	*30,970*	*34,930*	*38,890*	*46,740*	*50,700*	*3960*

Arizona Department of Economic Security
Division of Aging and Adult Services (DAAS) - Community Services
Low Income Home Energy Assistance Program (LIHEAP)
Monthly 60% State Median Income (SMI) **(FOR LIHEAP PROGRAM ONLY)**
(October 1, 2011 - June 30, 2012)

Number of Household Members

Income Points	1	2	3	4	5	6	7	8	9	10	For each additional member add:
5 points											
0% to 25%	$0 **$449**	$0 **$588**	$0 **$726**	$0 **$864**	$0 **$1,002**	$0 **$1,140**	$0 **$1,166**	$0 **$1,192**	$0 **$1,295**	$0 **$1,415**	**$119**
4 points											
26% to 50%	$450 **$899**	$589 **$1,175**	$727 **$1,452**	$865 **$1,728**	$1,003 **$2,004**	$1,141 **$2,281**	$1,167 **$2,333**	$1,193 **$2,385**	$1,296 **$2,591**	$1,416 **$2,829**	**$239**
3 points											
51% to 75%	$900 **$1,348**	$1,176 **$1,763**	$1,453 **$2,177**	$1,729 **$2,592**	$2,005 **$3,007**	$2,282 **$3,421**	$2,334 **$3,499**	$2,386 **$3,577**	$2,592 **$3,886**	$2,830 **$4,244**	**$358**
2 points											
76% to 100%	$1,349 **$1,797**	$1,764 **$2,350**	$2,178 **$2,903**	$2,593 **$3,456**	$3,008 **$4,009**	$3,422 **$4,562**	$3,500 **$4,666**	$3,578 **$4,769**	$3,887 **$5,181**	$4,245 **$5,659**	**$478**

Revision date 9/30/2011

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 venders, 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-1244 **Consent Agenda Item 4- G**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution 12-06-01 to name a previously unnamed section of road in Tonto Basin as N. Chaparral Trail

Background Information

On February 24, 2012, Gila County residents Mr. Robert Moore and Lois McLean of Tonto Basin contacted the Rural Addressing Department concerning the establishment of a road name. They have plans to build a home on Assessor's parcel number 201-06-003D and the parcel needs to be addressed for permitting purposes. A copy of the petition is attached to this item.

Evaluation

The road on which the parcel exists is a previously unnamed section of road that branches north off of United States Forest Service Road 1396 located in Tonto Basin. The section is identified as T6N, R10E, S1/2 S11.

County Rural Addressing analysts determined the GPS location of the property to be addressed and appropriately mapped the roadway. A map is attached to this item.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance, a public notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: May 9, 2012, and May 16, 2012. A copy of the publication is attached.

No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors adopt Resolution 12-06-01 naming a previously unnamed section of road in Tonto Basin to be called N. Chaparral Trail.

Suggested Motion

Approval to adopt Resolution 12-06-01 to name a previously unnamed section of road in Tonto Basin to be called N. Chaparral Trail.

Attachments

Resolution 12-06-01

Map

Petition

Public Notice for naming of N. Chaparral Trail

RESOLUTION NO. 12-06-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, NAMING ONE ROAD IN GILA COUNTY TO BE CALLED N. CHAPARRAL TRAIL

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of Article 8 of the Ordinance:

N. Chaparral Trail - Section T6N, R10E, S1/2, S11

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 5th day of June 2012, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

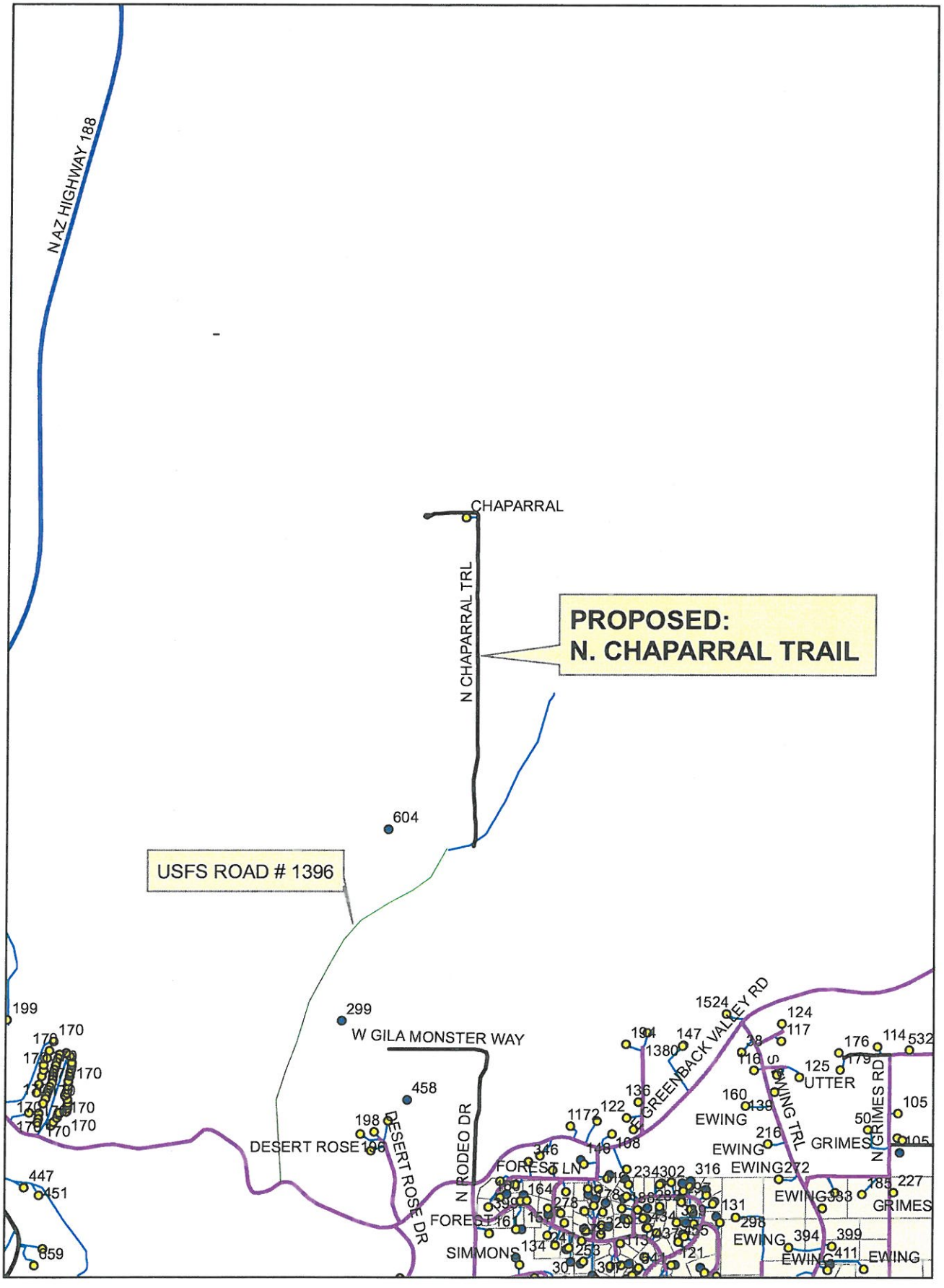
Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney



PROPOSED: N. CHAPARRAL TRAIL

CONTACT PERSON: Robert J. Moore

ADDRESS: 1015 N. Stagecoach Trail Roosevelt, AZ 85545

TELEPHONE: 928-467-2536

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents living along said routes provided, that the requested names conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

Petition for the Naming of a Private or Public Right-of-Way, Easement, or other Access Route

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS: SEE Az. Silverbelt AD Description

PROPOSED ROAD NAME: Chaparral Trail

NAME (Please sign)	ASSESSORS PARCEL NUMBER	DATE
1. Jim H. McLean	201-06-003 D	3/19/12
2. Robert J. Moore	201-06-003D.	3-15-12
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: N. Chaparral Trail

✓ Assigned as requested

____ Modified as Follows: _____

Submitted this 19 day of March, 2012

Kevin Kenney

Rural Addresser

PUBLIC NOTICE

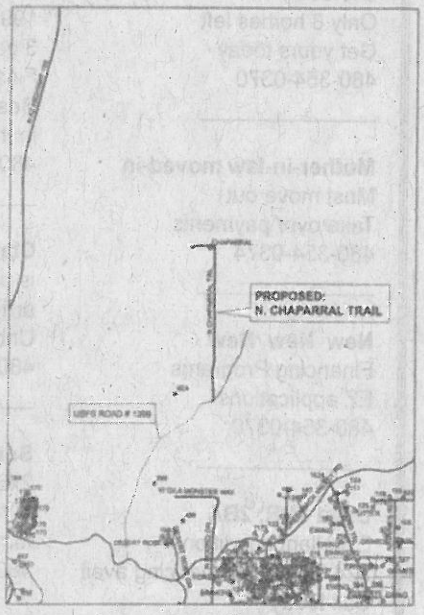
PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of a road in the Tonto Basin area.

US Forest Service Road # 1369 trends north off of Greenback Valley Road, a distance of approximately 369 ft to a cattle guard. From this point, a newly named section of the road, will run due north. The proposed road named is: N. Chaparral Trail.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by, May 25, 2012 per Gila County Street Naming Ordinance No. 11-03.

The hearing will take place on Tuesday, June 5,2012 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ and simultaneously broadcast to the Payson Board of Supervisors Conference room at the County Complex, 610 E. Highway 260, Payson, AZ.

Inquiries and objections may be directed to:
Kevin M. Kenney
Rural Addressing Analyst
1 (800) 304-4452 ext.8510
1 (928) 402-8510
Pub. Date: May 9 & 16, 2012



PROPOSED: N. CHAPARRAL TRAIL

First Pub: 5-9-2012
Last Pub: 5-16-2012 Belt 8174

---

e St. in Globe

ARF-1286 **Consent Agenda Item 4- H**

Regular BOS Meeting

Meeting Date: 06/05/2012

Submitted For:	Debora Savage, Treasurer	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Treasurer's Office		
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	12-14-10 to 12-13-12	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Contract No. 080310-1 with Tyler Technologies, Inc. for General Ledger Treasurer's Banking Software & Support

Background Information

Effective December 14, 2010, Gila County and Tyler Technologies entered into a contract whereby Tyler agreed to provide General Ledger Treasurer's Banking Software Support System, and Software Training to the Gila County Treasurer's Office staff.

This is a two-year contract, which is due to expire December 13, 2012; however, the contract may be renewed for two additional one-year periods.

Evaluation

Amendment No. 1 to the contract will allow Tyler to provide additional software training services beyond what has already been provided to the Treasurer's Office staff.

Training will be provided for: 1) Working funds account 2) Working fund account balancing 3) Reports 4) Accounting 5) Investment allocations.

Conclusion

Hours of additional training are estimated to be 40 at a cost of $5,600. Training will be done via web conferencing. There will be no travel required by either the County or Tyler.

All other terms and conditions of the original agreement shall remain the same during the term of the contract.

Recommendation

The Gila County Treasurer recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 080310-1 with Tyler Technologies to provide valuable additional training to the office staff for the new General Ledger Treasurer's Banking Software.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 080310-1 between Gila County and Tyler Technologies for additional Treasurer's Office staff training on the General Ledger Treasurer's Banking Software in the amount of $5,600.

Attachments

Amendment #1 Contract 080310-1

Contract 080310-1

Tyler System Agreement

Legal explanation

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT NO. 080310-1
GENERAL LEDGER TREASURER'S BANKING SOFTWARE AND SUPPORT

TYLER TECHNOLOGIES

Effective December 14, 2010, Gila County and Tyler Technologies entered into a contract whereby Tyler agreed to provide General Ledger Treasurer's Banking Software & Support System, and Training to the Gila County Treasurers Office staff.

Amendment No. 1 to the contract will allow Tyler to provide for additional training services to the Treasurer's Office staff. Training will be provided for: 1) Working funds account 2) Working fund account balancing 3) Reports 4) Accounting 5) Investment allocations. Hours of training are estimated to be 40 at a cost of $5,600.00. Training will be done via web conferencing. No travel required by Tyler.

All other terms and conditions of the original agreement shall remain the same during the term of the contract.

*See attached "Exhibit A" by mention made a binding part of this amendment as set forth herein

GILA COUNTY

Tommie C. Martin, Chairman, Board of Supervisors,

Date: _____

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

TYLER TECHNOLOGIES

Authorized Signature

S. Brett Cate

Print Name

Date: 5/23/12

EXHIBIT "A"

Professional Services

Martha Gonzales
Gila County
May 21, 2012

tyler

Application Professional Services Summary	Estimated Hours	Estimated Services
Professional Services		
Property Appraisal & Assessment Suite	40	5,600
Professional Services Total	40	5,600

Services Breakdown	QTY	Estimated Hours	Estimated Services
Professional Services			
Treasurer		40	5,600

Gila County Treasurer's Office has requested additional training services for a number of topics. The outline below represents the main areas of scope, however, it may be necessary to expand upon the scope during training.

1) Working funds account – withdrawls and deposits into the account, etc.
2) Working fund account balancing - Gila County needs to balance to the bank records.
3) Reports – Pulling reports, how to include/exclude specifics and be able to run them – especially month end reports.
4) Accounting – the Credit Line. It has never been set up at Gila County. Training on setting up groups for the credit line.
5) Investment allocations.

Please note: These hours are estimated based on the outline above. Alterations or expansion could incur additional hours/charges/

Professional Services Subtotal		40	5,600

Investment Summary

Martha Gonzales
Gila County
May 21, 2012

Cost Breakdown

Proposal Valid for 120 days

Professional Services	Cost
Additional Training Services	5,600
	5,600
Project Total	5,600

REMOTE SERVICES ONLY

GILA COUNTY

BID CALL 080310-1
REQUEST FOR PROPOSALS

GENERAL LEDGER TREASURER'S BANKING SOFTWARE AND SUPPORT

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO.: 080310-1 TREASURER'S GENERAL LEDGE SOFTWARE & SUPPORT

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide General Ledger Treasurer's Banking Software, Support and Maintenance for the Gila County Treasurer's Office.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Wednesday, September 15, 2010

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Debi Savage, County Treasurer, PH. 928-402-8700. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **September 1 and 8, 2010**

Signed: _____ Date: 8/6/2010
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 8/31/10
Don E. McDaniel Jr., County Manager

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SCOPE OF SERVICES

It is the intent of the Gila County Treasurer's Office to award a contract to a qualified Contractor for the General Ledger Treasurer's Banking Software, Support and Maintenance.

The Contractor shall license such software to the County and sell, deliver, and provide to the County hardware, implementation, support and maintenance services.

Contractor services shall include but not be limited to Project Management, Software and Hardware Installation and Configuration, Testing of Software, and On-Site/Off-Site Training of County Treasurer's Staff.

Contractor shall work with the Arizona Department of Revenue to provide it with the state requirements.

See page 17-18 of Bid Packet for Price Proposal.

The County would also like to have the option, if they so choose, to purchase the Tax Billing and Collections Software, hardware, implementation and support, at a later date.

Mention of a brand name(s) or component(s) is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make.

INFORMATION REQUESTS

Requests for additional information relating the ***Scope of Services*** should be directed to: Debi Savage, (928)402-8700, dsavage@co.gila.az.us.

Requests for additional information relating to the instruction or general conditions of this bid should be directed to: Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us.

PROPOSAL EVALUATION PROCESS

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

Evaluation Criteria

1. Experience in bid specific software and support (Reference page 19) (25 points)
2. Verifiable past performance history of similar contracts (Reference List page 19) (35 points)
3. Proposal Cost (Cost Sheet page 17-18) (40 points)

Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS 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 EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County 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 Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the 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 Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, September 9, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

Instructions to Bidders continued....

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 the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any 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 the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "GENERAL LEDGER TREASURER'S BANKING SOFTWARE & SUPPORT", Bid No., "080310-1", Date "September 15, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(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 Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor 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 Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

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.

EXHIBIT "B" BIDDER 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 Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 15-16.

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 Request for Proposal 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 RFP. 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 Attorney, 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.

General Terms & Conditions continued....

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, 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 Contractor 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 Contractor 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.

General Terms & Conditions continued....

The County reserves the right to cancel the whole or any part of this contract due to failure of the 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, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
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, the 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.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

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

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide General Ledger Treasurers Banking Software and Support to the Gila County Treasurer's Office.

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

SECTION 1.0

General Purpose

1.1 All product specifications are minimum.

1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Proposal submission to assure the following requirements are met.

- 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
- 1.5.2 Qualification and Certification Forms (page 15-16)
- 1.5.3 Price Sheet (page 17-18)
- 1.5.4 References List (page 19)
- 1.5.5 No Collusion Certification (page 20)
- 1.5.6 Intentions Concerning Subcontracting (page 21)
- 1.5.7 Legal Arizona Workers Act Compliance (page 22)
- 1.5.8 Anti-Terrorism Warranty (page 23)
- 1.5.9 Checklist & Addenda Acknowledgment (page 24)
- 1.5.10 Offer Page (pages 25-26)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of two (2) years unless terminated or canceled as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY: Gila County Treasurer's Office, Globe, AZ. 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.

SECTION 4.0

4.1 **Evaluation of Proposal and Negotiations**

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

Minimum Specifications continued....

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

  a. Any Response to a request for Clarification of a Proposal shall be in writing.
  b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

  a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

  a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

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.

Contract Number 080310-1 General Ledger Treasurer's Banking Software and Support

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   Tyler Technologies, Inc.
   5519 53rd Street
   Lubbock, TX 79414 - 800-646-2633

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___x___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 ___x___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes ___x___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 must also provide at least the following information:
   a. A brief history of the Contractor. Please see section 1.0 of this RFP Response
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference. Please see Section 4.0 of this RFP Response
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference. Please see Section 3.0
   d. List the specific qualifications the Contractor has in supplying the specified services. Please see Section 1.0
   e. Gila County reserves the right to request additional information.

Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: n/a
(If Applicable)

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.

7. Current Contractor Business Arizona License Number: n/a
(If Applicable)

S. Brett Cate
Signature of Authorized Representative

S. Brett Cate
Printed Name

President - Local Govt. Division
Title

Addendum to Bid

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080310-1 General Ledger Treasurer's Banking Software and Support. (Cost proposed equals 40% of evaluation criteria as noted on page 3 of bid packet.)

Contractor Name: Tyler Technologies Phone No.: 800-646-2633

Banking Software: Tyler Eagle Treasurer

*LICENSE FEES - SOFTWARE	**COSTS
SOFTWARE TOTAL COST	$ 48,320

*SERVICES	**COSTS
SERVICES TOTAL COST	$ 44,540
Estimated Travel (not-to-exceed)	$14,130

SOFTWARE AND SERVICE COST = $106,990.00

Annual Maintenance Cost	$ 12,557.00

CLIENT shall not be liable to COMPANY for travel expenses in excess of Fourteen Thousand One Hundred Thirty Dollars ($14,130) for the services set forth in the Investment Summary. CLIENT shall be liable to COMPANY for travel expenses associated with any additional services requested or approved by CLIENT. Any additional travel expenses shall be pre-approved in writing by the County."

***CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

~~The County would like to also have the option of Lease Purchase. Please provide a Quote Sheet showing the cost break down of this option.~~

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. (Experience = 25% and Past Performance = 35% of evaluation criteria)

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company: Yuma County Treasurer, AZ
   Contact: Anna Hernandez, Chief Deputy Treasurer
   Phone: 928-539-7781
   Address: 410 Maiden Lane, Suite C, Yuma, AZ 85364
   Job Description: Yuma County has been a customer since 2001. Yuma is currently upgrading to Tyler's latest version of Eagle Treasurer.

2. Company: Coconino CountyTreasurer, AZ
   Contact: Bonny Lynn, County Treasurer
   Phone: 928-679-8188
   Address: 219 Cherry Ave., Flagstaff, AZ 86001
   Job Description: Awarded a Tyler contract for Eagle Treasurer and Eagle Assessor in 2009 and are currently being installed

3. Company: Summit County Treasurer, UT
   Contact: Ron Boyer, IT Director
   Phone: 435-336-3143
   Address: 60 N Main, Coalville (Park City), UT 84017
   Job Description: This County awarded Tyler a contract for Eagle Treasurer, Eagle Recorder and Eagle Assessor.

Tyler Technologies, Inc.
Name of Business

S Brett Cate
Signature of Authorized Representative

President - Local Govt. Division
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

S. Brett Cate
(Name of Individual)

being first duly sworn, deposes and says:

That he is President
(Title)

Of Tyler Technologies, Inc. - Local Govt. Division and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on GENERAL LEDGER TREASURER'S BANKING SOFTWARE AND SUPPORT, GILA COUNTY, BID CALL NO. 080310-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Tyler Technologies, Inc.

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

Tyler Technologies, Inc.
Name of Business

S Brett Cate
By

President - Local Govt. Division
Title

DARLA McANDREW
Notary Public, State of Texas
My Commission Expires
OCT. 5, 2010

Subscribed and sworn to before me this 8th day of September, 2010.

Darla McAndrew
Notary Public

My Commission expires: 10/5/2010

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on Bid No. 080310-1 General Ledger Treasurer's Banking Software and Support, my intention concerning subcontracting a portion of the work is as indicated below.

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 Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ YES, it is my intention to subcontract a portion of the work.

☒ NO, it is not my intention to subcontract a portion of the work.

S. Brett Cate

Signature of Authorized Representative

S. Brett Cate

Printed Name

President - Local Govt. Division

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor..

S Brett Cate

Signature of Authorized Representative

S. Brett Cate

Printed Name

President - Local Govt. Division

Title

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

S. Brett Cate

Signature of Authorized Representative

S. Brett Cate

Printed Name

President - Local Govt. Division

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
NO COLLUSION IN BIDDING	X
INTENTIONS IN SUBCONTRACTING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
ANTI-TERRORISM WARRANTY	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials					
Date					

Signed and dated this 9 day of September, 2010

Tyler Technologies, Inc.

Contractor:

S. Brett Cate

By: S Brett Cate

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080310-1 General Ledger Treasurer's Banking Software and Support. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 15, 2010, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 080310-1 General Ledger Treasurer's Banking Software and Support

Contractor Submitting Proposal:

Tyler Technologies, Inc.
Company Name

5519 53rd Street
Address

Lubbock, TX 79414
City State Zip

For clarification of this offer, contact:

Name: Craig Dixon

Phone No.: 760-722-8064

Fax 806-797-4849

Email: craig.dixon@tylertech.com

S Brett Cate
Signature of Authorized Person to Sign

S. Brett Cate
Printed Name

President - Local Govt. Division
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor **Tyler Technologies, Inc.** is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 080310-1**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 14th day of December, 2010

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

2010-014274 CONT Page: 27 of 50
12/27/2010 09:09:49 AM Receipt #: 10-7116
Rec Fee: $0 Gila County Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder

System Agreement
Between

Tyler Technologies, Inc.

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

AND

Gila County

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

tyler

tyler
TECHNOLOGIES

AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; Gila County, hereinafter referred to as CLIENT on, December 14, 2010.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.

2. This Agreement consists of this Cover and the following Attachments and Exhibits:
   - Section A — Investment Summary (A-F)
   - Section B — COMPANY Agreement Terms and Conditions

3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: Gila County

By: Michael A Pastor
Signature

MICHAEL A. PASTOR
Printed Name

Chairman, Board of Supervisors
Title

12-14-10
Date

Sales Tax Certificate Number

Tyler Technologies, Inc.:

By: S Brett Cate
Signature

S. Brett Cate
Printed Name

President, Local Government Division
Title

11/15/10
Issue Date

tyler

Customer Name: Gila County
Contact: Debora Savage
Date: November 18, 2019
Salesman: Craig Dixon

Investment Summary

Prepared for:	Gila County	Contract ID # :	2019-0215
Contact Person:	Debora Savage	Issue Date:	11/15/19
Address:	1400 E Ash St Globe, AZ 85501	Salesman:	C.Dixon
Phone:	(928) 402-8703		
Fax:		Tax Exempt:	Yes / No
Email:	dsavage@co.gila.az.us		

Product Service & Equipment	On Signature	On Delivery	As Verified	As Progress Occurs	Total	Maintenance
Total Applications Software	12,060.00	25,992.00	7,243.00		52,320.00	12,557.00
License Fees					(4,050.00)	
Less Preferred Customer Discount					44,540.00	
Total Professional Services				44,540.00	14,130.00	
Total Travel Expenses (not-to-exceed)				14,130.00		
Totals	**12,060.00**	**25,992.00**	**7,243.00**	**58,670.00**	**106,990.00**	**12,557.00**

Please Note: CLIENT shall not be liable to COMPANY for travel expenses in excess of Fourteen Thousand One Hundred Thirty Dollars ($14,130) for the services set forth in the Investment Summary. CLIENT shall be liable to COMPANY for travel expenses associated with any additional services requested or approved by CLIENT. Any additional travel expenses shall be pre-approved in writing by CLIENT.

Product & Equipment Cost $106,990

Maintenance Fee - 1st Year $12,557

2nd Year $12,557

General Payment Terms

General Payment Terms: The fees and other charges set forth on the Investment Summary - Page C shall be due and payable as follows:

(a) **License Fees:** CLIENT agrees to pay COMPANY the software license fees based on the following milestones: (i) 25% of the entire software order (all suites/all products) upon execution of this Agreement; (ii) 60% of the entire software order (all suites/all products) upon delivery of the software; and (iii) 15% upon the earlier of: (A) COMPANY's verification of the software products; (B) CLIENT's completion of its own validation process; or (C) CLIENT's live processing (each as set forth in Section 2.3 of the Software License Agreement) per implemented product suite. In no case, shall this period exceed one hundred-eighty (180) days from delivery of the software.

(b) **Professional Services:** All other professional service fees and expenses shall be billed as delivered and incurred and shall be due and payable net 30 days.

(c) **Annual Software Maintenance Fees:** The software license fees include ninety (90) day's maintenance from the date the Software is verified; thereafter, annual software maintenance fees shall be billed annually in advance.

(f) The fees and other charges set forth on the Investment Summary - Page C do not include any tax or other governmental imposition including, without limitation, sales, use or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by CLIENT and shall be paid over to the proper authorities by CLIENT or reimbursed by CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax-exempt, CLIENT must provide COMPANY with CLIENT's tax-exempt number or form.

Tyler EagleTreasurer

License Fees - Software	QTY	Price Per Unit	License Fee	Maint. Fees
eagle*treasurer* Base License Fee *General Ledger and Financial Reporting Functionality only* *No Tax Software, Conversion or Installation services included and must be purchased separately*	1	35,000	35,000	8,400
Lines of Credit	1	5,000	5,000	1,200
Lockbox Workflow	1	N/C	N/C	N/C
Third Party Imports				
Custom Programming per import, estimated (New World, Visions)	8	140	1,120	269
Active Data Tax Import, estimated	80	140	11,200	2,688
Software Total for EagleTreasurer Module:			***$52,320***	***$12,557***

Services	
Analysis, Design & Site Prep	7,000
Conversion Services	
Data Upload	800
Software Staging	6,720
Testing & User Acceptance	2,240
Production System Transition	560
Project Management	6,580
Installation of Software and Hardware	2,800
Training Services	
On-Site Training	11,200
WebEx Training	1,600
Go-Live Services	5,040
Service Totals for all quoted Applications:	***$44,540***

Total of all License, Services and Hardware

Sub-total for all quoted Applications:	***$96,860***
Exisiting Customer Credit:	***($4,000)***
Total for all quoted Applications:	***$92,860***

Total of all Annual Maintenance

Total Maintenance for all quoted Applications and Support:	***$12,557***
Total Travel Expenses (not to exceed)	$14,130.00

SERVICES

DESCRIPTION OF SERVICES	Service Costs	Total Estimated Hours	Days On-Site
1. **Project Management** Includes estimated professional services required for on-site visits as well as general project development. Project management includes communications and meetings with end user staff members for general development the specific project; Project Plan and Schedule, Conversion Plan, Installation/Implementation Plan, Training Plan and schedule as well as data and software testing plan and on-going Project Management.	6,580	47	2
2. **Business Analysis** Includes estimated professional services required for information gathering on business processes, creation/discussion of forms, business/calculation models, workflow, etc. Specify software functions any required modifications/enhancements.	7,000	50	3
3. **Software Configuration & Staging** Includes estimated professional services for staging, configuration installation of configured application software and hardware quoted. Includes the creation of the following number of appraisal models for EagleAppraiser, setting up attributes, calculations, reports, etc. Number of Appraisal Models Included:	6,720	48	0
4. **Testing and User Acceptance** Includes estimated professional services for user testing and acceptance of all the software components (screens, models, current reports; forms; workflow, etc.).	2,240	16	0
5. **Installation** Includes estimated professional services for installation of the base software and any hardware quoted herein. Includes configuration of database and application servers. Provides for both on-site and off-site services.	2,800	20	3
6. **Training and Implementation** Includes estimated professional services for training and implementation required for a successful implementation of the project. This line item anticipates on-site training and implementation, complete with all ancillary logistical costs.	11,200	80	8
7. **WebEx Remote Training Services** Includes estimated professional services for WebEx remotes training for follow-up training and annual processes for the balance of the calendar year.	1,600	16	n/a
8. **Go-Live Services** Includes estimated professional services for Go-Live Services.	5,040	36	5
9. **Production System Transition** Includes estimated professional services to transition from a training and implementation status to a production system status.	560	4	0
10. **Data Upload**	800		
11. **Image Upload**	N/A		
12. **Sketch Conversion - Priced for 0 sketches.**	N/A		
13. **Pricing Note** **Service hours have been estimated, based on a typical installation for a county of this size. Service hours assume that the CLIENT is able to meet their obligations regarding staff availability for all scheduled training, hardware delivery dates (if ordering their own hardware), etc. Service hours could be greater or less than those quoted. Any additional hours required will be scheduled with the consent of the CLIENT's Project Manager. Actual service hours will be billed.**			
14. **Estimated Expenses Pricing Note**			
Professional Services Total	**$44,540**		

COMPANY AGREEMENT
TERMS AND CONDITIONS

Exhibit 1

1. **General Terms.** The following terms set forth in this Section 1 apply to each of the Software License Agreement (Section 2), Professional Services Agreement (Section 3), Annual Maintenance Agreement (Section 4), Hardware and System Software Agreement (Section 5), Annual Hardware Maintenance Agreement (Section 6), Third Party Product Agreement (Section 7), RMA Policy (Section 8), and Software Product Return Policy (Section 9) as if fully set forth therein.

1.1 **General Payment Terms.** See page D of the Investment Summary.

1.2 **Invoicing.** The COMPANY shall invoice the CLIENT in accordance with Section 1.1. In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) days. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice. Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under this Agreement.

1.3 **Cooperative Nature of Implementations.** CLIENT acknowledges that the implementation of the products identified on the Investment Summary is a cooperative process requiring the time and resources of CLIENT personnel. CLIENT shall, and shall cause CLIENT personnel to, use all reasonable efforts to cooperate with and assist the COMPANY as may be reasonably required to timely implement the systems. The COMPANY shall not be liable for failures to timely and effectively implement the systems when such failure is due to Force Majeure (as identified within) or to the failure by CLIENT personnel to provide such cooperation and assistance (either through action or omission).

1.4 **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

1.5 **Governing Law. This Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.**

1.6 **Entire Agreement.**

(a) This Agreement, including the functional description of the software products found in COMPANY's written proposal and/or RFP Response to CLIENT, represents the entire agreement of CLIENT and COMPANY with respect to the items listed within the Investment Summary and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement and the functional description of the software products found in COMPANY's written proposal and/or RFP Response to CLIENT.

(b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

COMPANY AGREEMENT
TERMS AND CONDITIONS

(c) This Agreement may only be amended, modified, or changed by written instrument signed by both parties.

(d) CLIENT should return an executed copy of this Agreement to COMPANY. If the Agreement is not returned to COMPANY within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

1.7 **Cancellation or Termination.** In the event of cancellation or termination of this Agreement, CLIENT will make payment to COMPANY for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Agreement.

1.8 **General Limitation of Liability. In no event shall CLIENT or COMPANY be liable to the other party for incidental, consequential, exemplary, indirect, or special damages of any kind or nature, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this Agreement, irrespective of whether the parties have advance notice of the possibility of such damage.**

1.9 **Approval of Governing Body.** CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both parties represent that this Agreement has been executed by an authorized representative.

1.10 **Non-Assignability.** The CLIENT shall not have the right to assign or transfer its rights hereunder to any party.

1.11 **Force Majeure.** COMPANY shall not be responsible for delays in performing its obligations hereunder to the extent that such delays are caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

1.12 **Dispute Resolution.** In the event of a dispute between the parties under this Agreement that cannot be resolved by good faith negotiations between the parties, the matter shall be settled by arbitration in accordance with the then-prevailing rules of the American Arbitration Association.

2. Software License Agreement

2.1 **Software Product License.**

(a) Upon CLIENT's timely payment in full of the software products license fees set forth in the Investment Summary of this Agreement, COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, nontransferable, non-assignable license to use the software products and accompanying documentation for the internal business purposes of CLIENT only, subject to the conditions and limitations in this Software License Agreement.

(b) CLIENT shall not (i) reverse engineer, de-compile, or disassemble any portion of the software products or (ii) sublicense, transfer, rent, or lease the software products.

(c) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with COMPANY.

(d) The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by COMPANY at the time COMPANY issued this Agreement.

(e) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to CLIENT. Advance written notice of any such transfer shall be provided to COMPANY.

(f) CLIENT agrees that the software products, any modifications and enhancements, and any related interfaces are proprietary to COMPANY and have been developed as a trade secret at COMPANY's expense. To the extent permitted by law, CLIENT agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

(g) If CLIENT has made modifications to the software products, COMPANY will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by COMPANY.

(h) CLIENT may make copies of the software products for archive purposes only. CLIENT will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

(i) The term of the license granted by this Section shall be perpetual.

(j) COMPANY maintains an escrow agreement with an Escrow Services Company under which COMPANY places the source code of each major release. At CLIENT's request, COMPANY will add CLIENT as a beneficiary on its escrow account. CLIENT will be invoiced the annual beneficiary fee by COMPANY and is solely responsible for maintaining its status as a beneficiary.

2.2 **License Fees.** CLIENT agrees to pay COMPANY, and COMPANY agrees to accept from CLIENT as payment in full for the license herein, the total sum of the COMPANY license fees set forth in the Investment Summary in accordance with the payment provisions set forth in Section 1.1.

2.3 **Verification of the Software Products.**

(a) At the CLIENT's request, within thirty (30) days after the software products have been installed on CLIENT's system, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT.

(b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

(c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

(d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

(e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

2.4 **Schedule of Verification.** COMPANY will install the software products and cause the same to be verified within sixty (60) days after CLIENT makes available to COMPANY the equipment into which the software product is to be loaded. COMPANY shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but COMPANY shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of COMPANY.

2.5 **Limited Warranty.** COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER

COMPANY AGREEMENT
TERMS AND CONDITIONS

EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.6 **Intellectual Property Indemnity.**

In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, COMPANY shall defend and hold harmless CLIENT and its officers, agents and employees from any claim or proceedings brought against CLIENT and from any cost damages and expenses finally awarded against CLIENT which arise as a result of any claim that is based on an assertion that CLIENT's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright or trademark provided that CLIENT notifies COMPANY promptly of any such claim or proceeding and gives COMPANY full and complete authority, information and assistance to defend such claim or proceeding and further provided that COMPANY shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that COMPANY shall consult with CLIENT regarding such defense. In the event that the software products are finally held to be infringing and its use by CLIENT is enjoined, COMPANY shall, at its election; (1) procure for CLIENT the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement cannot be completed by COMPANY, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. COMPANY shall have no liability hereunder if CLIENT modified the software products in any manner without the prior written consent of COMPANY and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by CLIENT's use of the most current revision of the software products. The foregoing states COMPANY's entire liability and CLIENT's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

2.7 **Limitation of Liability.**

If the Software Products do not perform as warranted prior to the initiation of paid annual maintenance, COMPANY's sole obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should COMPANY be unable to cure the defect or provide a TYLER replacement product, CLIENT shall be entitled to a refund for the license fee paid for application, which shall be CLIENT'S sole and exclusive remedy for damages hereunder, whether based on a theory of contract or tort. The license fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Software License Agreement. Upon the initiation of paid annual software maintenance, COMPANY'S obligations and liabilities shall be as set forth in Section 4, Annual Software Maintenance Agreement.

3. **Professional Services Agreement**

3.1 **Services Provided.** COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

(a) Installation as described in the Investment Summary;

(b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Data Conversion Process Statement.

(c) Training/Implementation as set forth in the Investment Summary;

(d) Consulting/Analysis as set forth in the Investment Summary; and

(e) Verification Testing as described in the Software License Agreement.

COMPANY AGREEMENT
TERMS AND CONDITIONS

3.2 **Professional Services Fees.**

(a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

(b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

(c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of $500 per weekend day.

(d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

(e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

(f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

3.3 **Training Environment.** If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

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

3.5 **Additional Services.** Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee, will be billed as delivered.

3.6 **Limitation of Liability. COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary.**

4. **Annual Software Maintenance Agreement**

4.1 **Scope of Agreement.** The CLIENT agrees to purchase and COMPANY agrees to provide services for the software products listed in the Investment Summary of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both support for the software products listed in the Investment Summary of this Agreement and licensing of updates of such installed software products.

COMPANY AGREEMENT
TERMS AND CONDITIONS

4.2 **Term of Agreement.** This Annual Software Maintenance Agreement is effective on the date executed by an officer of COMPANY and shall have a term beginning upon the first of the month ninety (90) days after the verification of the COMPANY software and ending upon the last day of the month one year following that date.

(a) This Annual Software Maintenance Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew prior to the expiration of the then current term. Fees for subsequent years are subject to change.

(b) If CLIENT has not elected to participate in the COMPANY Annual Software Maintenance Agreement, or elects not to renew the Annual Software Maintenance Agreement, the CLIENT shall acquire Software maintenance in accordance to the Section entitled "Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement ".

4.3 **Payment.**

(a) CLIENT agrees to pay COMPANY the amount identified in the Investment Summary for licensing and support services of the software products in accordance with the payment provisions set forth in Section 1.1.

(b) Additional Charges. Any maintenance performed by COMPANY for the CLIENT, which is not covered by this Annual Software Maintenance Agreement, will be charged at COMPANY's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to CLIENT.

(c) Support and services will be suspended whenever CLIENT's account is thirty (30) calendar days overdue and shall be reinstated when CLIENT's account is made current.

4.4 **Licensing of Updates, Releases, and New Versions of the Installed Software Products.**

(a) In consideration for the payment of the annual maintenance fees, CLIENT'S license of the COMPANY'S installed software products set forth in the Investment Summary shall be extended to include any and all updates, releases, and/or new versions of the installed software products delivered to CLIENT under this Annual Software Maintenance Agreement, subject to the terms, conditions, and restrictions set forth in Section 2.1 of the Software License Agreement.

(b) For as long as a current Annual Software Maintenance Agreement is in place, COMPANY shall promptly correct any functions of the software products which fail to substantially comply with COMPANY's current specifications for the most current version of the software products. If CLIENT has made modifications to the software products, COMPANY will not make such corrections, unless modifications were specifically authorized in writing by COMPANY.

(c) COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

4.5 **Terms and Conditions for Support.**

(a) COMPANY shall provide software related CLIENT support during standard support hours. Currently, standard support hours are from 7:00am to 7:00pm, Central Standard Time, Monday thru Friday, excluding holidays. COMPANY reserves the right to modify these support hours as COMPANY sees fit in order to better serve its entire client base. Assistance and support requests which require special assistance from COMPANY's development group will be taken and directed by support personnel.

(b) COMPANY will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

(c) COMPANY will provide CLIENT with all updates that COMPANY may make to the then current version of the installed software products covered in this Agreement. CLIENT agrees to install such updates promptly after receipt.

(d) CLIENT acknowledges that the updates/enhancements may not be compatible with CLIENT's particular hardware configuration or operating system. CLIENT acknowledges that additional hardware and software may be required at the CLIENT's expense in order to utilize the updates/enhancements.

(e) COMPANY will make available appropriately trained personnel to provide CLIENT additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. ***COMPANY employs many CPAs but is not a board registered CPA firm.***

(f) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

4.6 **Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement.** The Software License Agreement includes ninety (90) days free maintenance. If CLIENT elects not to participate in the COMPANY Annual Software Maintenance Agreement, CLIENT shall receive support on a Time and Materials basis following ninety (90) days after the COMPANY Software is verified in accordance with the following terms:

(a) CLIENTs not on Software Support Maintenance will receive the lowest priority for Software Support.

(b) CLIENTs not on Software Support Maintenance will be required to purchase new releases of the Software. New Releases will include fixes, enhancements and updates, such as, Tax Tables, W/2 reporting formats, 1099 changes, etc.

(c) CLIENTs not on Software Support Maintenance will be charged $175 per hour with a one-hour minimum for all software support calls.

(d) CLIENTs not on Software Support Maintenance will not be granted access to COMPANY's software support web-site.

(e) CLIENTs not on Software Support Maintenance are subject to higher rates for training and continuing education performed by COMPANY employees. This is due to the fact that the CLIENT may not be utilizing the most current version of our software.

(f) COMPANY will not guarantee a program fix to a documented bug for software versions that are not the currently released version. Because every CLIENT is on Software Support Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.

(g) If a CLIENT decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, the CLIENT will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the CLIENT discontinued Software Support Maintenance.

4.7 **Additional Services.** The services listed below are not included in the COMPANY Software Maintenance Agreement. These services shall be provided at COMPANY's discretion and will be billed on a Time and Materials basis at COMPANY's then current rates:

(a) Changes to print programs;
(b) Software modifications;
(c) Software Training;
(d) Responding to problems caused by bad data;
(e) Responding to problems caused by hardware;
(f) Responding to problems caused by operator error;
(g) Responding to problems caused by software that is not COMPANY software;
(h) Responding to problems resulting from misuse, accidents, CLIENT neglect, fire, or any other cause not within COMPANY's reasonable control;
(i) Changes made to the COMPANY Software by someone other than COMPANY personnel; and
(j) Any other services performed by COMPANY not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

4.8 **Limitations and Exclusions.** The support and services of this Annual Software Maintenance Agreement do not include the following:

(a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.

(b) CLIENT shall be responsible for implementing, at its expense, all changes to the current version. CLIENT understands that changes furnished by COMPANY for the current version

are for implementation in the current installed software products version, as it exists without customization or CLIENT alteration.

(c) If CLIENT has made modifications to the software products, COMPANY will not support the modified software products, unless modifications were specifically authorized in writing by COMPANY.

4.9 CLIENT Responsibilities.

(a) CLIENT shall provide, at no charge to COMPANY, full and free access to the software programs covered hereunder, including the following: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by COMPANY and additionally specifies that the environment for any COMPANY software application requires the CLIENT to have e-mail and Internet access. CLIENT will be responsible for all additional costs incurred to the extent such hardware and software does not conform to COMPANY's current specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the CLIENT.

(b) CLIENT shall maintain a high speed internet connection (DSL, Cable, or faster) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

(c) CLIENT must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the COMPANY software applications.

(d) CLIENT must open firewall ports to enable access to COMPANY's FTP server for program updates via Live Update.

(e) CLIENT is responsible for reading and complying with COMPANY's Systems Requirements.

(f) CLIENT is responsible for ensuring that data and application backup processing is occurring, as well as, verifying the existence and accuracy of the data being backed up. For mission critical data, COMPANY highly recommends regularly scheduled off-site backup services, as well as, frequent local backups.

4.10 Limitation of Liability. Upon the initiation of maintenance and support services under this Annual Maintenance Agreement, the liability of COMPANY, whether based on a theory of contract or tort, shall be limited to fixing defects in accordance with the terms herein, and if the COMPANY cannot fix defects, to the fees paid by CLIENT for services under this Annual Software Maintenance Agreement.

5. Hardware and System Software Agreement

5.1 Agreement to License or Sell Hardware. For the price set forth in the Investment Summary (Hardware & System Software), COMPANY agrees to license or sell and deliver to CLIENT, and CLIENT agrees to accept from COMPANY, the hardware and system software products set forth in the Investment Summary.

5.2 License of Hardware.

Upon CLIENT's payment for the hardware listed in the Investment Summary, for the license fees set forth in the Investment Summary, COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY a non-exclusive, nontransferable, non-assignable license to the hardware and system software products and accompanying documentation and related materials for internal business purposes of CLIENT, subject to the conditions and limitations in this section.

COMPANY AGREEMENT
TERMS AND CONDITIONS

5.3 **Price and Costs.**

(a) CLIENT agrees to pay COMPANY and COMPANY agrees to accept from CLIENT as payment in full for the hardware and system software products the price set forth in the Investment Summary in accordance with the payment provisions set forth in Section 1.1.

(b) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the hardware and system software products from the supplier's place of manufacture to CLIENT's site.

5.4 **F.O.B. Point.** Delivery of each hardware and system software product shall be F.O.B. CLIENT's site.

5.5 **Schedule of Delivery.** Delivery of each hardware and system software product shall take place according to mutually agreeable schedule, but COMPANY shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of COMPANY.

5.6 **CLIENT Delays.** If any act or failure to act by the CLIENT delays COMPANY's performance, COMPANY shall be excused from performance for an amount of time commensurate with the delay caused by CLIENT. CLIENT acknowledges that its delay may excuse COMPANY from performance for an amount of time greater than the delay caused by CLIENT. Such delays by CLIENT that may cause COMPANY to delay performance include, but are not limited to, failure to have prepared any data in the form and format requested by COMPANY, on or before the date specified by COMPANY or to have verified such data for accuracy, submission of erroneous data to COMPANY or CLIENT's failure to have completely prepared the Hardware's installation site prior to the Hardware's actual delivery including, but not limited to, failure to have all electrical work and cable installation completed.

5.7 **Installation and Verification.** If itemized in the Investment Summary, the price includes installation of the hardware and system software products. Upon the completion of installation, CLIENT shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute CLIENT's acceptance of the hardware and system software products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud.

5.8 **Site Requirements.** CLIENT shall prepare the installation site prior to the delivery of the hardware and system software. CLIENT is solely responsible for and will furnish all necessary labor and material to install all associated electrical lines, CRT cables, and telephone lines for communication modems. CLIENT is responsible for installing all required cables.

5.9 **Warranties.**

ALL WARRANTIES RELATING TO THE HARDWARE AND SYSTEM SOFTWARE ARE PROVIDED DIRECTLY FROM THE HARDWARE MANUFACTURERS AND/OR SOFTWARE PUBLISHERS UNDER THE TERMS AND CONDITIONS OF THEIR RESPECTIVE WARRANTIES. THE WARRANTIES SET FORTH IN THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

5.10 **Maintenance.** There is no hardware maintenance provided pursuant to this Agreement. Hardware warranty and/or maintenance are typically provided by the manufacturer or a Third Party. In situations where COMPANY and the CLIENT agree that COMPANY will provide hardware maintenance, such hardware maintenance shall be governed by the terms of COMPANY's Annual Hardware Maintenance Agreement.

5.11 **Limitation of Liability. CLIENT expressly assumes sole responsibility for the selection and use of the hardware and system software. COMPANY's liability for damages arising out of this Hardware and System Software Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the price of the hardware and system software products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Hardware and System Software Agreement.**

COMPANY AGREEMENT
TERMS AND CONDITIONS

6. Annual Hardware Maintenance Agreement

6.1 **Scope of Agreement.** For the prices set forth in the Investment Summary, CLIENT agrees to purchase, and COMPANY agrees to provide, services for the equipment specified therein in accordance with the following terms and conditions. COMPANY requires all like-kind hardware to be covered (i.e. ALL cash drawers, ALL receipt printers, etc.).

6.2 **Price and Payment.** The CLIENT agrees to pay the Annual Hardware Maintenance fee specified in the Investment Summary. COMPANY guarantees this fee for the then current term of the Annual Hardware Maintenance Agreement; however, fees for subsequent years are subject to change. CLIENT shall pay the annual hardware maintenance fees in accordance with the payment provisions set forth in Section 1.1.

6.3 **Equipment Maintenance Program Terms.** COMPANY agrees to provide the maintenance on the equipment specified under this Annual Hardware Maintenance Agreement in accordance to the following terms:

(a) In the event of equipment failure, COMPANY will repair the defective equipment and provide the CLIENT with "like or near like" equipment while the defective equipment is being repaired.

(b) CLIENT shall notify COMPANY of equipment failure. Upon notification, COMPANY will ship via over-night service to the CLIENT the appropriate loaner equipment. The CLIENT shall package the defective equipment in its original container and ship the equipment to COMPANY.

(c) Once the equipment is repaired, it will be shipped to the CLIENT. Upon receipt of the repaired equipment, the CLIENT shall ship the loaner equipment back to COMPANY. The loaner equipment should be shipped back to COMPANY within two days of receiving the repaired equipment. The CLIENT agrees to pay daily rental fees to COMPANY if the loaner equipment is not shipped back to COMPANY within the time frame specified.

(d) The CLIENT is responsible for shipping cost related to shipping equipment to COMPANY. COMPANY is responsible for shipping cost related to shipping equipment to the CLIENT.

6.4 **Definitions.** The following definitions apply to the terms of this Annual Hardware Maintenance Agreement:

(a) Loaner Equipment: equipment loaned to the CLIENT by COMPANY for use while the CLIENT's equipment is being repaired.

(b) Like or Near-Like Equipment: equipment compatible with the CLIENT's computer system and capable of performing the tasks performed by the equipment being repaired.

6.5 **Limitation of Liability. COMPANY's liability for damages arising out of this Annual Hardware Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the annual fees paid hereunder.**

7. Third Party Product Agreement

7.1 **Agreement to License or Sell Third Party Products.** For the price set forth in the Investment Summary (Hardware & System Software), COMPANY agrees to license or sell and deliver to CLIENT, and CLIENT agrees to accept from COMPANY the third party products set forth in the Investment Summary.

7.2 **License of Third Party Software Products.**

(a) Upon CLIENT's payment for the third party software products listed in the Investment Summary, for the license fees set forth in the Investment Summary, COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY a non-exclusive, nontransferable, non-assignable license to use the third party software products and accompanying documentation and related materials for the internal business purposes of CLIENT only, subject to the conditions and limitations in this section.

(b) Ownership of the third party software products, accompanying documentation, and related materials shall remain with the third party manufacturer or supplier.

(c) The right to transfer this license to a replacement hardware system is governed by the Third Party. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to CLIENT. Advance written notice of any such transfer shall be provided to COMPANY.

(d) CLIENT agrees that the third party software products are proprietary to the third party manufacturer or supplier and have been developed as a trade secret at the third-party's expense. To the extent permitted by law, CLIENT agrees to keep the third party software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the third party software products or accompanying documentation.

(e) CLIENT shall not perform de-compilation, disassembly, translation or other reverse engineering on the software products.

(f) CLIENT may make copies of the software products for archive purposes only. CLIENT will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

7.3 **Price and Payment; Costs.**

(a) CLIENT agrees to pay COMPANY and COMPANY agrees to accept from CLIENT as payment in full for the third party products, the price set forth in the Investment Summary in accordance with the payment provisions set forth in Section 1.1.

(b) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the third party products from the supplier's place of manufacture to CLIENT's site.

7.4 **F.O.B. Point.** Delivery of each third party product shall be F.O.B. CLIENT's site.

7.5 **Schedule of Delivery.** Delivery of each third party product shall take place according to mutually agreeable schedule, but COMPANY shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of COMPANY.

7.6 **Installation and Verification.**

If itemized in the Investment Summary, the price includes installation of the third party products. Upon the completion of installation, CLIENT shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute CLIENT's acceptance of the third party products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud.

7.7 **Site Requirements.** CLIENT shall provide:

(a) a suitable environment, location, and space for the installation and operation of the third party products;

(b) sufficient and adequate electrical circuits for the third party products; and

(c) installation of all required cables.

7.8 **Warranties.**

(a) COMPANY is authorized by the manufacturer or supplier of all third party software products listed in the Investment Summary to grant licenses or sublicenses to such products.

(b) Unless otherwise noted in any attached addendum, COMPANY warrants that each third party product shall be new and unused, and if CLIENT fully and faithfully performs each and every obligation required of it under the Third Party Product Agreement, CLIENT's title or license to each third party product shall be free and clear of all liens and encumbrances arising through COMPANY.

(c) The parties understand and agree that COMPANY is not the manufacturer of the third party products. As such, COMPANY does not warrant or guarantee the condition of the third party products or the operation characteristics of the third party products.

(d) THE WARRANTIES SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY,

INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

7.9 **Maintenance.** It shall be the responsibility of CLIENT to repair and maintain the third party products after acceptance. Support for Third Party Application Software is not provided by COMPANY unless otherwise specified in this Agreement. COMPANY's responsibility is limited to delivering the Third Party Application Software and installing the software if installation services are provided in this Agreement.

7.10 **Limitation of Liability. CLIENT expressly assumes sole responsibility for the selection and use of the Third Party Application Software. COMPANY's liability for damages arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the price of the third party products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Third Party Product Agreement.**

8. **General Return Merchandise Authorization (RMA) Policy.**

(a) In order to return or replace any product ordered from COMPANY, CLIENT will need to request and obtain an RMA number from appropriate COMPANY personnel. RMA numbers will be issued at the discretion of COMPANY and products returned without an RMA number may be refused by COMPANY. COMPANY reserves the right to refuse the return of any product or to refuse the issuance of an RMA number.

(b) All shipping costs are the responsibility of the CLIENT. COMPANY recommends the use of a traceable and insurable shipping source. COMPANY will not be responsible for lost or damaged products as a result of the shipping process.

(c) Qualifying products must be returned unopened with original packaging and materials unless otherwise agreed upon by COMPANY. The following situations will result in the refusal of an RMA number and credit will not be issued to client:

- Opened inkjet or laser jet printers;
- Opened Third Party Software; or
- Damaged products as a result of irregular use of mishandling by customer.

(d) Products may only be returned to COMPANY for account credit after an RMA number has been issued by COMPANY. All returns are subject to a restocking fee of 20% of original purchase price. Failure to comply with this policy will result in a refusal of credit and future product placement.

9. **Software Product Return Policy.**

(a) Returns are only accepted for Clients that are currently in the implementation process or are no greater than six months past "go-live" of that product suite.

(b) Returns are only valid for a dollar for dollar exchange (license fees paid only) to be used for the purchase of another module. Such cannot be used for services or maintenance.

(c) Credits are only valid for a 180 day period from Company authorization.

Gila County

Gila County Board of Supervisors:

Michael A. Pastor, Chairman, Board of Supervisors

Date: 12-14-10

Tyler Technologies, Inc.

Brett Cate; President, Local Government Division

Date:

Attest:

Marian Sheppard, Chief Deputy Clerk of the Board

Date: 12-14-10

Approved as to Form:

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

Date: 12-14-2010

2010-014274 CONT Page: 50 of 50
12/27/2010 09:09:49 AM Receipt #: 10-7116
Rec Fee: $0 Gila County Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder

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 venders, 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-1258 **4- I**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Payson Regional Constable's Office Monthly Report for April 2012

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable's Office Monthly Report for April 2012

Suggested Motion

Approval of the April 2012 monthly activity report submitted by the Payson Regional Constable's Office

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Attachments

Payson Regional Constable's Office Monthly Report for April 2012

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

April 2012
MONTHLY REPORT

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MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

May 8, 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 **April, 2011**, the Payson Regional Constable's Office:

- Received a total of **142** papers for service
- Drove a total of **1,750** miles
- Collected a total of **$2,545.05** as follows:

Check Total	$1,538.40
Cash Total	1,006.65
Total Deposited	$2,545.05
#1184 returned check from WPAL LLC on 4/13/12	($ 56.00)
#1184 returned check fee from WPAL LLC	($ 12.00)
Less Writ Fee (2 @ $5.00/each) Collected (Check #2290/Treasurer's Receipt #98336)	($ 10.00)
Paid to General Fund (Check #2291/Treasurer's Receipt #98337)	$ 2,467.05
Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$3,342.05**

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
MARCH	218	2,000	$5,122.25	MARCH	142	1,680	$1,539.70
APRIL	132	1,657	$2,784.76	APRIL	142	1,750	$2,545.05
COMPARISON TOTAL	1,874	19,075	$32,833.18	COMPARISON TOTAL	1,550	18,632	$22,604.38
				Difference	-324	-443	-$10,228.80
2011				2012			
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:	1,550	18,632	$22,604.38

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				April	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
4/2/2012	#748519	$46.00	2012CV256FD	Hinds, Donald Jay	Amburgey, Robert & Tiffany
4/2/2012	#748520	$40.00	2012CV257OV	Ashby-Turunen, Julie	Adams, Dwayne; Southwest Transmission
4/5/2012	#11936	$40.00	CV2012-004697	The Sherwin-Williams Company(AZ Quick Serve)	Road Markings, Inc, et al
4/9/2012	#748521	$40.00	2012CV251IH	Gullett, Lance	Peck, Josh
4/9/2012	#748522	$56.00	DO20080435	Berryman, Jade	Hollenbeck, Joshua
4/9/2012	#9058811302	$74.00	DO201280100	Hammons, Robert A.	(Evans) Hammons, Rebecca J.
4/9/2012	#5570/5579	$55.20	CC2012045814RC	Grace Finance Inc. dba CNAC	Brown, Michael Leroy
4/9/2012	#9464404325	$40.00	2012CV241-OV	Sonoran Orthopaedic Trauma Surgeons, PLLC c/o Cheryl A. Warzynski PLLC	Mansoor, Margaret
4/10/2012	#748523	$60.00	DO201100356	McCaw, James	McCaw, Sharon
4/10/2012	#748524/5824	$46.00	2012CV278-FD	Bolt, Skip/Boldt, Julie	Clouser, Dena/Pierce, Christopher
4/11/2012	#748528/20385648089	$74.00	FC2012-091300	Smith, Jacob E.	Hill aka Smith, Jacquelyn M.
4/12/2012	#748525	$46.00	2012CV280-FD	Sellis, Teresa	Garcia, Cynthia Mendoza
4/12/2012	#748526	$46.00	2012CV284-FD	Wanless, Tracy and/or Vicky	Carlson, Rocky
4/12/2012	#748527	$46.00	2012CV286-FD	Hinds, Donald Jay	Amburgey, Robert & Tiffany
4/13/2012	#1184	$56.00	FC2012-091794 (Re-deposit NSF Check)	Luis Antonio Munoz, Jr	Samantha Trujillo
4/13/2012	#748529	$46.00	2012CV291-FD	Cedar Grove MHP, LLC	Wilbur, Eric
4/13/2012	#20374746080	$40.00	2012CV290-SC	Mauldin, Sandra	Deb's Dogs
4/13/2012	#29156	$64.00	CC2012057517	Chateau De Vie Townhouses Association (Integrity Attorney Services, Inc)	Loofborough, James and Loofborough, Karen M.
4/13/2012	#6623/6627	$128.00	2012CV234-OV/2012CV235-OV	The Rim Golf Club Community Assoc. (Get Smart Process Service)	Lanny Floyd and Tracey Floyd et al
4/16/2012	#748530	$40.00	2012CV000293	Draper, Arlen	Jones, Jason
4/16/2012	#748537	$60.00	2012CV000296	Martin-Svoboda, Steven	Dunlap, Dyllan
4/16/2012	#748535	$60.00	2012CV000294	Parks, Kimberly	Dunlap, Dyllan
4/16/2012	#748533	$46.00	2012CV298-FD	World Yachts, LLC (Harold Corbin)	Fischer, Erin or Connolly, Cubb
4/17/2012	#748536	$170.40	2012CV000299	Kluck, Randolph	Condon, Samuel
4/17/2012	#748538/14241	$46.00	2012CV301-FD	Star Valley Investments (Roy Haught)	Romero-Fink, Lidia

4/17/2012	#2262821736	$64.00	2011CV835UN	Capital One Bank (Lawgistic Partners)	Popke, Richard A and Jane Joe
4/17/2012	#2262821736	$64.00	2011CV834OV	Crown Asset Management (Lawgistic Partners)	Lavista, Marie and J Doe
4/17/2012	#2262821736	$64.00	2011CV836UN	FIA Card Services, N.A. (Lawgistic Partners)	Blanchette, Charles D and J Doe
4/17/2012	#220164	$69.00	CV2009094185	Prestige Financial Services	Perrine, Shawn and Gordon Trucking, LLC, Garnishee
4/17/2012	#748545/1287	$12.00	FC2012-091794 (NSF Fee)	Munoz, Luis Antonio Jr. (Why Pay a Lawyer)	Trujillo, Samantha
4/18/2012	#748540	$2.00	2012CV000302 (Copies)	Wright, Marilyn	Hadges, James
4/19/2012	#748541	$46.00	2012CV304-FD	Sexton, Paul	Sweatt, Billy
4/19/2012	#748542	$40.00	2012CV000305	Cornelius, Tammy	Green, Shawna
4/19/2012	#335	$40.00	CC2012063164RC	Sierra Point North Homeowners Association c/o Brown Community Management (The Anderson Law Firm)	Hounshell, Shaun and Hounshell, Jane Doe et al
4/23/2012	#748543	$40.00	2012CV000310	Carl, Debbie	Geldarski, Andre
4/23/2012	#1207	$40.00	CC2012-071405RC	Dano's Bail Bonds LLC	Hillegas, Lisa
4/23/2012	#748544	$0.25	2012CV279-UN (Copies)	Slover, Claudia	Aloha Towing
4/25/2012	#748546/2384	$46.00	2012CV314-FD	Tonto Oaks Apts/Payson Units	Madrid, Christian & Renee
4/25/2012	#748547/3137	$77.00	2012CV291-FD	Cedar Grove MHP, LLC	Wilbur, Eric
4/25/2012	#29311	$40.00	PB0000-096678	State of Arizona (Integrity)	Paul David Harp
4/25/2012	#748548/1286	$56.00	DO2007-293	Cathy Dejon Nygaard (Herring) {Jo Ellen Vork}	Anthony Scott Puskaric
4/25/2012	#95888	$120.00	CV2011-080892	Discover Bank [JJL]	William Glenn Thomack, II & Linda Thomack
4/26/2012	#748549	$60.00	2012CV000326	Mary Richey	Jamie White
4/27/2012	#748550/1200	$46.00	2012CV329-FD	BKS Investments, LLC	Fickel, Debbie
4/30/2012	#20173	$46.00	2012CV324-FD	Frontier Village Partners (Evans Dove & Nelson)	Taylor Pilcher; Robert Pilcher et al
4/30/2012	#748551	$16.00	2012CV000187	Valenzuela, Fausto	Goseyun, Terrall Don
4/30/2012	#6141/6176	$91.20	CV2012-005604	JP Morgan Chase Bank NA (DL Investigations)	Gooder, Ross and Betty
	Total deposit for April 2012	$2,545.05			
	#1184 returned check from WPAL LLC on 4/11/2012	-$56.00			
	#1184 returned check fee from WPAL LLC	-$12.00			
	05/07/2012- Constable ck#2290 -Writ Fees Collected	-$10.00			
	Adjusted Service Fees Collected for April 2012 05/07/2012 ck#2291	$2,467.05			

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Payson Regional

(928) 474-3844

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

4/1/2012 TO 4/30/2012

Number of Cases	Description
1	Complaint & Summons (Fee)
1	Complaint/Summons/Answer (Fee)
3	Injunction Against Harassment (Fee Waived By Ct) (Fee)
9	Injunction Against Harassment (Fee)
1	Motion To Modify Custody, Support & Parenting Plan; Motion For Temporary Orders (Fee)
1	Notice Of Hearing (Fee)
1	Petition For Dissolution Of Marriage w/o Minor Children (Divorce) (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Petition To Modify Child Custody, Parenting Time & Child Support (Fee)
9	Summons & Complaint (Fee)
4	Summons & Complaint Contract (Fee)
3	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
12	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

4/1/2012 TO 4/30/2012

Number of Cases	Description
1	Amended Notice To Appear
14	Notice To Appear; Petition
10	Order Of Protection
1	Status Hearing Subpoena
45	Subpoena
1	Subpoena Trial Reset
5	Summons
15	Summons & Complaint
1	Summons Focible Detainer

Total Number of Fee Services	49
Total Number of Non Fee Services	93
Total Number of Services	142

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2012 TO 4/30/2012

Date: 5/8/2012
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/2/2012	4/2/2012	2012CV256FD	Donald Jay Hinds	Robert Amburgey /Tiffany Amburgey	Posted-front door	$46.00	748519	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Amburgey /Tiffany Amburgey	606 W. Summitt Payson, AZ 85541	606 W. Summitt Payson, AZ 85541	$46.00			1
4/2/2012	4/4/2012	2012CV257OV	Julie Ashby-Turunen	Southwest Transmission, Dwayne Adams	Southwest Transmission, Dwayne Adams	$40.00	748420	Payson Justice Court	0
		Complaint/Summons/Answer	Southwest Transmission, Dwayne Adams	212 W. Aero Drive Payson, AZ 85541	212 W. Aero Drive Payson, AZ 85541	$40.00			1
4/4/2012	4/4/2012	2012CV000157OP	Joanna Mada	Jennifer Renee James	Jennifer Renee James	$0.00		Globe Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Jennifer Renee James	200 Aero #B Payson, AZ 85541	200 E. Aero Apt. A Payson, AZ 85541	$0.00			2
4/5/2012	4/11/2012	CV2012-004697	The Sherwin-Williams Corporation	Road Markings, Inc. Intermountain West Civil Constructors Inc.	Inter Mountain West, c/o Reese Randall	$40.00	11936	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Road Markings, Inc. Intermountain West Civil Constructors Inc.	107 N Tonto Road Payson, AZ 85541	107 N. Tonto Street Payson, AZ 85541	$40.00			1
4/9/2012	4/16/2012	DO20280100	Robert A. Hammons	Rebecca J. Hammons	Rebecca J. Hammons	$74.00	9058811302	Yavapai County Superior Court	0
		Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Rebecca J. Hammons	301 S. Beeline Hwy Payson, AZ 85541	107 E. Bonita Apt C Payson, AZ 85541	$74.00			6
4/9/2012	4/13/2012	CC2012045814RC	Grace Finance Inc dba CNAC	Michael Leroy Brown aka Micheal Leroy Brown Jane Doe (Husband and Wife)	Tina Frost	$55.20	5570	West McDowell Justice Court	0
		Summons & Complaint	Michael Leroy Brown aka Micheal Leroy Brown Jane Doe (Husband and Wife)	922 N Deer Creek Dr Payson, AZ 85541	922 N Deer Creek Dr Payson, AZ 85541	$55.20			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/9/2012	4/13/2012	2012CV241-OV	Sonoran Orthopaedic Trauma Surgeons PLLC c/o Cheryl A Warzynski PLLC	Margaret Mansoor	Margaret Mansoor	$40.00	9464404325	Payson Regional Justice Court	0
		Summons & Complaint	Margaret Mansoor	1108 N. Matterhorn Road Payson, AZ 85541	1009 W. Cedar Payson, AZ 85541	$40.00			2
4/9/2012	4/11/2012	DO20080435	Jade Jeannine Berryman	Jade Jeannine Berryman	Jade Jeannine Berryman	$56.00	748522	Gila County Superior Court	0
		Motion To Modify Custody, Support & Parenting Plan; Motion For Temporary Orders	Joshua Hollenbeck	803 W. Main Street Payson, AZ 85541	803 W. Main Street Payson, AZ 85541	$56.00			5
4/10/2012	4/11/2012	DO201100356	James A McCaw	Sharon L. McCaw	Sharon L. McCaw	$60.00	748523	Superior Court Gila County	0
		Injunction Against Harassment	Sharon L. McCaw	6793 Tonto Drive Pine, AZ 85544	6793 Tonto Drive Pine, AZ 85544	$60.00			1
4/10/2012	4/10/2012	2012CV278FD	Skip Boldt /Julie Boldt	Dena Clouser /Christopher Pierce	Christopher Pierce	$46.00	748524/5824	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Dena Clouser /Christopher Pierce	511 S. Colcord Road, #C Payson, AZ 85541	511 S. Colcord Rd #C Payson, AZ 85541	$46.00			1
4/11/2012	4/13/2012	FC2012-091300	Jacob E. Smith	Jacquelyn M Hill aka Smith	Jacquelyn M Hill aka Smith	$74.00	748528/20385 648089	Superior Court of Maricopa County	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Jacquelyn M Hill aka Smith	209 S Ponderosa St #38 Payson, AZ 85541	209 S Ponderosa St #38 Payson, AZ 85541	$74.00			1
4/12/2012	4/13/2012	2012CV280-FD	Teresa Sellis	Cynthia Leticia Mendoza Garcia	Cynthia Leticia Mendoza Garcia	$46.00	748525	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Cynthia Leticia Mendoza Garcia	1101 W. Driftwood Drive Payson, AZ 85541	1101 W. Driftwood Drive Payson, AZ 85541	$46.00			1
4/12/2012	4/13/2012	2012CV284-FD	Tracy Wanless & Vicky Wanless	Rocky Carlson	Robin Robinette	$46.00	748526	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Rocky Carlson	7982 W Vista Del Norte Payson, AZ 85541	7982 W. Vista Del Norte Payson, AZ 85541	$46.00			1
4/12/2012	4/13/2012	2012CR286-FD	Donald Jay Hinds	Robert Amburgey /Tiffany Amburgey	Posted	$46.00	748527	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Amburgey /Tiffany Amburgey	606 W. Summitt Payson, AZ 85541	606 W. Summitt Payson, AZ 85541	$46.00			1
4/13/2012	4/23/2012	CC2012057517	Chateau De Vie Townhouses Association	James Loofborough and Karen M. Loofborough	Unserved	$40.00	29156	Maricopa County-McDowell Mountain Justice Court	0
		Summons & Complaint	James Loofborough and Karen M. Loofborough	750 N Mountain View Rd Payson, AZ 85541		$40.00			4
4/13/2012	4/23/2012	CC2012057517	Chateau De Vie Townhouses Association	James Loofborough and Karen M. Loofborough	Unserved	$24.00	29156	Maricopa County-McDowell Mountain Justice Court	0
		Summons & Complaint	James Loofborough and Karen M. Loofborough	750 N Mountain View Rd Payson, AZ 85541		$24.00			4

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/13/2012	4/27/2012	2012CV234-OV	The Rim Golf Club Community Association	Lanny Floyd and Tracey Floyd, Trustees of The Lanny and Tracy Floyd Living Trust dated October 8, 2005	Lanny Floyd	$40.00	6623/6627	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd and Tracey Floyd, Trustees of The Lanny and Tracy Floyd Living Trust dated October 8, 2005	118 South Crescent Moon Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			4
4/13/2012	4/27/2012	2012CV234-OV	The Rim Golf Club Community Association	Lanny Floyd and Tracey Floyd, Trustees of The Lanny and Tracy Floyd Living Trust dated October 8, 2005	Tracey Floyd	$24.00	6623/6627	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd and Tracey Floyd, Trustees of The Lanny and Tracy Floyd Living Trust dated October 8, 2005	118 South Crescent Moon Payson, AZ 85541	118 South Crescent Moon Payson, AZ 85541	$24.00			4
4/13/2012	4/25/2012	2012CV235-OV	The Rim Golf Club Community Association	Lanny Floyd and Tracey Floyd	Unserved	$40.00	6623/6627	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd and Tracey Floyd; Richard J. Gascoyne, and Lori L. Gascoyne, as Trustees of the Lanny and and Richard J. Gascoyne and Lori L. Gascoyne	118 South Crescent Moon Payson, AZ 85541		$40.00			4
4/13/2012	4/25/2012	2012CV235-OV	The Rim Golf Club Community Association	Lanny Floyd and Tracey Floyd	Unserved	$24.00	6623/6627	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd and Tracey Floyd; Richard J. Gascoyne, and Lori L. Gascoyne, as Trustees of the Lanny and and Richard J. Gascoyne and Lori L. Gascoyne	118 South Crescent Moon Payson, AZ 85541		$24.00			4
4/13/2012	4/16/2012	2012CV291-FD	Cedar Grove MHP, LLC c/o Mel/Amanda	Eric Wilbur	Posted-front door	$46.00	748529	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Eric Wilbur John and Jane Does I-X	703 E. Frontier #12 Payson, AZ 85541	703 E. Frontier #12 Payson, AZ 85541	$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/13/2012	4/18/2012	2012CV290-SC	Sandra Mauldin	Deb's Dogs, c/o Debra Ann Leakey	Debra Ann Leakey	$40.00	20374746080	Payson Justice Court	0
		Summons & Complaint	Deb's Dogs, c/o Debra Ann Leakey	200 W. Frontier Street, #11 Payson, AZ 85541	200 W Frontier #11 Payson, AZ 85541	$40.00			1
4/16/2012	4/16/2012	2012CV000293	Arlen Draper	Jason Jones	Jason Jones	$40.00	748530	Payson Regional Justice Court	0
		Injunction Against Harassment	Jason Jones	604 E Park Drive Payson, AZ 85541	604 E Park Drive Payson, AZ 85541	$40.00			2
4/16/2012	4/20/2012	2012CV000294	Kimberly Parks	[redacted]	Stephanie Dunlap	$60.00	748535	Payson Regional Justice Court	0
		Injunction Against Harassment	[redacted] minor c/o Stephanie Dunlap	922 E. Sycamore Payson, AZ 85541	512 S Beeline Hwy Payson, AZ 85541	$60.00			2
4/16/2012	4/20/2012	2012CV000295	Theo Ostling	Stephanie Dunlap	Stephanie Dunlap	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Stephanie Dunlap	922 Sycamore Payson, AZ 85541	512 S Beeline Hwy Payson, AZ 85541	$0.00			2
4/16/2012	4/18/2012	2012CV298-FD	World Yachts, LLC, by Harold Corbin	Erin Fischer or Cubb Connolly	Erin Marie Fisher	$46.00	748533	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Erin Fischer or Cubb Connolly	308G W Frontier Payson, AZ 85541	308G W Frontier Payson, AZ 85541	$46.00			1
4/16/2012	4/20/2012	2012CV000296	Steven Martin-Svoboda	[redacted]	Stephanie Dunlap	$60.00	748537	Payson Regional Justice Court	0
		Injunction Against Harassment	[redacted] minor c/o Stephanie Dunlap	922 E. Sycamore Payson, AZ 85541	512 S Beeline Hwy Payson, AZ 85541	$60.00			2
4/17/2012	4/23/2012	CV2009094185	Prestige Financial Services	Gordon Trucking, LLC, c/o Michael Gordon	Michael Walker Gordon	$69.00	220164	Maricopa County Superior Court	0
		Writ Of Garnishment (Earnings) & Summons	Shawn Perrine	1100 N Ponderosa Cir Payson, AZ 85541	1100 N Pondersona Cir Payson, AZ 85541	$69.00			2
4/17/2012	5/2/2012	2012CV000299	Randolph Kluck	Samuel Condon	Unserved	$170.40	748536	Payson Regional Justice Court	0
		Injunction Against Harassment	Samuel Condon	187 W. Hacienda Young, AZ 85554		$170.40			7
4/17/2012	4/18/2012	2012CV301-FD	Star Valley Investments/Roy Haught	Lidia Romero-Fink	Posted-front door	$46.00	14241	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Lidia Romero-Fink	3696 E. Arizona Highway 260 #A12 Star Valley, AZ 85541	3696 E AZ Hwy 260 A-12 Star Valley, AZ 85541	$46.00			1
4/19/2012	4/20/2012	2012CV304-FD	Paul Sexton	William Sweatt	Posted	$46.00	748541	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	William Sweatt	107 E Bonita #22 Payson, AZ 85541	107 E. Bonita #22 Payson, AZ 85541	$46.00			1
4/19/2012	4/19/2012	2012CV000305	Tammy Ann Cornelius	Shawna Green	Shawna Green	$40.00	748542	Payson Regional Justice Court	0
		Injunction Against Harassment	Shawna Green	105 E Main Street Apt 221 Payson, AZ 85541	105 E Main Street Apt 221 Payson, AZ 85541	$40.00			2

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4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/19/2012	4/30/2012	CC2012063164RC	Sierra Point North Homeowners, a non-profit corporation duly licensed in Arizona	Shaun Hounshell and Jane Doe Hounshell, individually and as husband and wife; Reputed Owners; et al	Unserved	$40.00	000335	San Marcos Justice Court	0
		Summons & Complaint	Shaun Hounshell and Jane Doe Hounshell, individually and as husband and wife; Reputed Owners; et al	136 West Latigo Lane Star Valley, AZ 85541		$40.00			3
4/23/2012	4/25/2012	CC2012-071405RC	Dano's Bail Bonds LLC	Lisa Hillegas	Lisa Hillegas	$40.00	1207	San Marcos Justice Court	0
		Summons & Complaint	Lisa Hillegas	309 E Hwy 260 Payson, AZ 85541	309 E Hwy 260 Payson, AZ 85541	$40.00			2
4/23/2012	4/23/2012	2012CV000310	Deborah Carl	Andre Geldarski	Andre Geldarski	$40.00	748543	Payson Regional Justice Court	0
		Injunction Against Harassment	Andre Geldarski	910 S Manzanita Payson, AZ 85541	910 S Manzanita Payson, AZ 85541	$40.00			1
4/23/2012	4/25/2012	2012CV279-UN	Claudia Slover	Aloha Towing c/o Jerry	Jerry Gugino	$40.00		Payson Justice Court	0
		Complaint & Summons	Aloha Towing c/o Jerry	359 W Emerald Way Payson, AZ 85541	359 W Emerald Way Payson, AZ 85541	$0.00			2
4/25/2012	4/25/2012	2012CV314-FD	Tonto Oaks Apartments, LLC/Payson Units c/o Cindy Miller	Christian & Renee Madrid	Renee Madrid	$46.00	748546/2384	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Christian & Renee Madrid	720 W Frontier Payson, AZ 85541	720 W Frontier Payson, AZ 85541	$46.00			1
4/25/2012	4/30/2012	2012CV291-FD	Cedar Grove MHP, LLC c/o Mel/Amanda	Eric Wilbur John and Jane Does I-X	Posted	$77.00	748547/3137	Payson Justice Court	0
		Writ Of Restitution	Eric Wilbur John and Jane Does I-X	703 E. Frontier #12 Payson, AZ 85541	703 E Frontier #12 Payson, AZ 85541	$77.00			2
4/25/2012	4/30/2012	CV2011-080892	Discover Bank	William Glenn Thomack, II	Linda Thomack	$96.00	95888	Superior Court of Maricopa County	0
		Summons & Complaint	William Glenn Thomack, II & Linda Thomack	170 Tonto Creek Tr Rd Tonto Basin, AZ 85553	170 Tonto Creek Tr Rd Tonto Basin, AZ 85553	$96.00			3
4/25/2012	4/30/2012	CV2011-080892	Discover Bank	Linda Thomack	Linda Thomack	$24.00	95888	Maricopa County Superior Court	0
		Summons & Complaint	William Glenn Thomack, II & Linda Thomack	170 Tonto Creek Tr Rd Tonto Basin, AZ 85553	170 Tonto Creek Tr Rd Tonto Basin, AZ 85553	$24.00			3
4/25/2012	4/27/2012	DO2007-293	Cathy D. Nygaard	Anthony Scott Puskaric	Anthony Scott Puskaric	$56.00	748548/1286	Superior Court Gila County	0
		Petition To Modify Child Custody, Parenting Time & Child Support	Anthony Scott Puskaric	107 W Frontier Payson, AZ 85541	100 W Aero Payson, AZ 85541	$56.00			1
4/25/2012	5/1/2012	PB0000-096678	State of Arizona	Paul David Harp	Paul David Harp	$40.00	29311	Maricopa County Superior Court	0
		Notice Of Hearing	Paul David Harp	309 W Summit Payson, AZ 85541	634 N Beeline Hwy Payson, AZ 85541	$40.00			5

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/26/2012	4/27/2012	J-404-CV-2012000326	Mary Richey	Jamie White	Jamie White	$60.00	748549	Payson Regional Justice Court	0
		Injunction Against Harassment	Jamie White	876 S Tonto Creek Dr Payson, AZ 85541	876 S Tonto Creek Dr Payson, AZ 85541	$60.00			1
4/26/2012	4/27/2012	2012CV000328	April Mae Campbell	Barbara Jean Trowbridge	Barbara Jean Trowbridge	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Barbara Jean Trowbridge	118 W. Aero Apt. #5 Payson, AZ 85541	110 E Aero #4 Payson, AZ 85541	$0.00			4
4/27/2012	5/1/2012	2012CV329-FD	BKS Investments, LLC	Debbie Fickel	Debbie Fickel	$46.00	1200	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Debbie Fickel	Gila County Community Development Department 608 E. Highway 260, Payson AZ	101 S Beeline Hwy Payson, AZ 85541	$46.00			5
4/27/2012	4/27/2012	J-404-CV-2012000331	Curtis Acheson	Gregory Ramstandt	Gregory Ramstandt	$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Gregory Ramstandt	907 S Beeline Hwy Payson, AZ 85541	907 S Beeline Hwy Payson, AZ 85541	$0.00			1
4/30/2012	5/2/2012	CV2012-005604	JPMorgan Chase Bank, N.A.	Ross William Gooder	Betty Marley Gooder	$67.20	06141/06176	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Ross W Gooder and Betty M Gooder husband and wife	10555 Fossil Creek Rd Strawberry, AZ 85544	10555 Fossil Creek Rd Strawberry, AZ 85544	$67.20			2
4/30/2012	5/2/2012	CV2012-005604	JPMorgan Chase Bank, N.A.	Betty Marley Gooder	Betty Marley Gooder	$24.00	06141/06176	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Ross W Gooder and Betty M Gooder husband and wife	10555 Fossil Creek Rd Strawberry, AZ 85544	10555 Fossil Creek Rd Strawberry, AZ 85544	$24.00			2
4/30/2012	4/30/2012	2012CV324-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Taylor Pilcher & Robert Pilcher John & Jane Does I-X	Robert Pilcher	$46.00	20173	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Taylor Pilcher & Robert Pilcher John & Jane Does I-X	801 E. Frontier Street, Unit #5 Payson, AZ 85541	801 E Frontier Street Unit 5 Payson, AZ 85541	$46.00			1

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED

4/1/2012 TO 4/30/2012

Date: 5/8/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/3/2012	4/4/2012	2012CV272OP	Terra Lynn Cluff	Georg Reykowski, III	Georg Reykowski, III	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Georg Reykowski, III	309 W. Aero Payson, AZ 85541	300 W. Bonita Street, #23 Payson, AZ 85541	$0.00			4
4/4/2012	4/4/2012	2012CV000156OP	Joanna Mada	Ruben Mada	Ruben Mada	$0.00		Globe Justice Court	0
		Order Of Protection	Ruben Mada	200 Aero #B Payson, AZ 85541	200 E. Aero Apt. A Payson, AZ 85541	$0.00			1
4/4/2012	4/12/2012	2012CR012123	State of Arizona	Lori Anne Horn	Unserved	$0.00		Payson Magistrate Court	0
		Summons	Lori Anne Horn	107 E. Bonita Street, #2 Payson, AZ 85541		$0.00			5
4/4/2012	4/9/2012	2012CR085	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Steven Martin-Svoboda	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/4/2012	4/9/2012	2012CR054	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Ronald Adler	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
4/4/2012	4/9/2012	2012CR054	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Ronald Adler	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/4/2012	4/9/2012	2012CR054	State of Arizona	Department of Public Safety, Ofc. J.E. Oestmann	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Ronald Adler	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
4/4/2012	4/9/2012	2012CR019	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Jered Wade White	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
4/4/2012	4/6/2012	JV2012-38; Petition 2012-1	State of Arizona	[redacted] minor c/o John & Linda Schreur, parents	Linda K. Schreur	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	905 S. Pinecone Street Payson, AZ 85541	905 S. Pine Cone Street Payson, AZ 85541	$0.00			3

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4/4/2012	4/6/2012	JV2012-34; Petition 2012-1	State of Arizona	[redacted] minor c/o Jacqueline Turlukis, mother	Jacqueline Turlukis	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	603 S. Colcord Apt C Payson, AZ 85541	603 S. Colcord Apt C Payson, AZ 85541	$0.00			1
4/4/2012	4/9/2012	JV2012-039	State of Arizona	[redacted] minor c/o Barbara Lopez, mother	Barbara Lopez	$0.00		Gila County Juvenile Court	0
		Amended Notice To Appear	[redacted] minor	305 E. Phoenix Street Payson, AZ 85541	1008 S. Butte Crest Cir Payson, AZ 85541	$0.00			3
4/4/2012	4/6/2012	JV2009-017; Petition 2012-1	State of Arizona	[redacted] minor c/o Lori Ann Fraijo, mother	Lori Ann Fraijo	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	902 W. Cherry St. Payson, AZ 85541	902 W. Cherry St. Payson, AZ 85541	$0.00			1
4/4/2012	4/6/2012	JV2012-35; Petition 2012-1	State of Arizona	[redacted] minor c/o Jennifer Rodgers, mother	Jennifer Rodgers	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	308 W. Corral Drive Payson, AZ 85541	700 N. Beeline Payson, AZ 85541	$0.00			1
4/4/2012	4/6/2012	2012CR000155	State of Arizona	Tina Louise Weaver	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Tina Louise Weaver	705 E. Frontier Street #3 Payson, AZ 85541		$0.00			5
4/4/2012	4/10/2012	2012CR000158	State of Arizona	Talisa Ann Thiele	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Talisa Ann Thiele	300 W. Frontier Street, #7 Payson, AZ 85541		$0.00			4
4/4/2012	4/12/2012	2012CR000154	State of Arizona	Zachary Levi Mason	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Zachary Levi Mason	2704 W. Nicklaus Payson, AZ 85541		$0.00			5
4/5/2012	4/5/2012	2012CV275OP	Dennis Frost	Colleen Nichol	Colleen Nichol	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Colleen Nichol	9225 Fossil Creek Strawberry, AZ 85544	9225 Fossil Creek Strawberry, AZ 85544	$0.00			1
4/5/2012	4/9/2012	2012CR019	State of Arizona	Rhonda Kyzer	Rhonda Kyzer	$0.00		Payson Regional Justice Court	0
		Subpoena	Jered Wade White	400 N. Arizona Circle Payson, AZ 85541	400 N. Arizona Circle Payson, AZ 85541	$0.00			1
4/5/2012	4/9/2012	2012CR019	State of Arizona	Clayton White	Paula Lynn White	$0.00		Payson Regional Justice Court	0
		Subpoena	Jered Wade White	1004 W. Summit Payson, AZ 85541	1004 W. Summitt Payson, AZ 85541	$0.00			2
4/5/2012	4/9/2012	2012TR000497	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Jeffery Daniels	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/5/2012	4/9/2012	2012TR000599	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Tobey Lacey	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/5/2012	4/9/2012	2012TR000315	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Anthony Dho	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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4/5/2012	4/9/2012	2012TR012032	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Dho	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/5/2012	4/9/2012	2012TR012126	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ezekial Charles Brooks	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/6/2012	4/9/2012	2003-552	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jennifer Lynn Turner	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/6/2012	4/9/2012	2003-552	State of Arizona	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jennifer Lynn Turner	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
4/6/2012	4/9/2012	2011-627	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	$0.00		Superior Court Gila County	0
		Status Hearing Subpoena	Timothy Mitchell	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
4/6/2012	4/9/2012	2011-627	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	Payson Police Department Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Timothy Mitchell	303 N. Beeline Highway Payson, AZ 85541	303 N Beeline Hwy Payson, AZ 85541	$0.00			1
4/10/2012	4/11/2012	JV2012-36;Petition 2012-1	State of Arizona	[redacted] minor c/o Alexis Voigt, Mother	Alexis Voigt	$0.00		Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor	2708 W. Bulla Dr. Payson, AZ 85541	912 W. Summit Payson, AZ 85541	$0.00			1
4/10/2012	4/11/2012	2012CR000166	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Kylee Kathleen Maksymowski	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/10/2012	4/13/2012	2011CR428	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Kenneth Edward Dillman, III	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/11/2012	4/17/2012	M-341-CV-2012000095	William Whitlow	Tonia Whitlow	Unserved	$0.00		Flagstaff Municipal Court	0
		Order Of Protection	Tonia Whitlow	4145 E. Highway 260 Star Valley, AZ 85541		$0.00			5
4/11/2012	4/13/2012	2012TR000880	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	David Jones	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR000167	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Jerry Michael Morris	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR000166	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Kylee Kathleen Maksymowski	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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4/12/2012	4/13/2012	2012CR00167	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Jerry Michael Morris	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR00166	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Kylee Kathleen Maksymowski	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR000167	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Jerry Michael Morris	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR000166	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Kylee Kathleen Maksymowski	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR000166	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Kylee Kathleen Maksymowski	108 W. Main Street Payson, AZ 85541		$0.00			1
4/12/2012	4/13/2012	2012CR000167	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Jerry Michael Morris	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR12055	State of Arizona	John Covey	John Covey	$0.00		Payson Magistrate Court	0
		Subpoena	John Mark (Marcos) Slater	905 N. Beeline Hwy, #25 Payson, AZ 85541	905 N. Beeline Hwy, #25 Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2012CR12055	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	John Mark (Marcos) Slater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/12/2012	4/13/2012	2010-443	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Bonnie Lynn Huffman aka Bonnie Lynn McCraney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/13/2012	4/17/2012	2011-295	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Ashley Rose Richardson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/13/2012	4/13/2012	2011-295	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Ashley Rose Richardson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/13/2012	4/13/2012	2011-350	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	$0.00		Superior Court Gila County	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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4/13/2012	4/13/2012	2011-350	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Carole Ann Selig	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/13/2012	4/18/2012	2011-410	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	$0.00		Gila County Superior Court	0
		Subpoena	Kylan Lee Rubio	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
4/13/2012	4/18/2012	2007-672	State of Arizona	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Robert Herrera	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
4/13/2012	4/16/2012	2012CR000174	State of Arizona	Tommy Holdren, Jr.	Tommy Holdren, Jr.	$0.00		Payson Justice Court	0
		Summons & Complaint	Tommy Holdren, Jr.	412 S. Ponderosa Street Payson, AZ 85541	412 S. Ponderosa Street Payson, AZ 85541	$0.00			1
4/13/2012	4/18/2012	2012CR000175	State of Arizona	Charles Underwood	Kimberly Underwood	$0.00		Payson Justice Court	0
		Summons & Complaint	Charles Underwood	95 S. Sprague Dr. Star Valley, AZ 85541	905 S McLane #30 Payson, AZ 85541	$0.00			1
4/16/2012	4/23/2012	JV2011-015 Petition 2012-1	State of Arizona	[redacted] minor c/o Alleene Bishop, mother	Saundra Bishop	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] c/o Alleene Bishop, mother	717 W. Frontier Street Payson, AZ 85541	717 W Frontier Street Payson, AZ 85541	$0.00			1
4/16/2012	4/23/2012	JV2012-00040 Petition 2012-1	State of Arizona	[redacted] minor c/o Jerald Fleischaker, father	Sara Fleischaker	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Jerald Fleischaker, father	516 N Colcord Payson, AZ 85541	516 N Colcord Payson, AZ 85541	$0.00			1
4/16/2012	4/23/2012	JV2012-00040 Petition 2012-2	State of Arizona	[redacted] minor c/o Jerald Fleischaker, father	Sara Fleischaker	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Jerald Fleischaker, father	516 N Colcord Payson, AZ 85541	516 N Colcord Payson, AZ 85541	$0.00			1
4/16/2012	4/23/2012	JV2012-00040 Petition 2012-3	State of Arizona	[redacted] minor c/o Jerald Fleischaker, father	Sara Fleischaker	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Jerald Fleischaker, father	516 N Colcord Payson, AZ 85541	516 N Colcord Payson, AZ 85541	$0.00			1
4/16/2012	4/23/2012	JV2009-111 Petition 2012-1	State of Arizona	[redacted] minor c/o Stephen Redondo, father	Stephen Daniel Redondo	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Stephen Redondo, father	217 W Wade Lane Payson, AZ 85541	217 W Wade Lane Payson, AZ 85541	$0.00			2

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4/16/2012	4/25/2012	JV2012-00041 Petition 2012-1	State of Arizona	[redacted] minor c/o Angela Christenson, mother	Angela Christenson	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Angela Christenson, mother	733 S Tonto Creek Drive, Gisela Payson, AZ 85541	733 S. Tonto Creek Dr. Gisela, AZ 85541	$0.00			1
4/16/2012	4/25/2012	JV2011-137 Petition 2012-1	State of Arizona	[redacted] minor c/o Stephanie Byas, mother	Brandon Byas	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Stephanie Byas, mother	3750 N. Ellison Drive Pine, AZ 85544	3750 N. Ellison Drive Pine, AZ 85544	$0.00			1
4/16/2012	4/25/2012	JV2012-00042 Petition 2012-1	State of Arizona	[redacted] minor c/o Erin Atkins	Unserved	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] minor c/o Erin Atkins	602 S Colcord Rd #7 Payson, AZ 85541		$0.00			2
4/16/2012	4/20/2012	2012CV000297	Steven Martin-Svoboda	Stephanie Dunlap	Stephanie Dunlap	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Stephanie Dunlap	922 E. Sycamore Payson, AZ 85541	512 S Beeline Hwy Payson, AZ 85541	$0.00			2
4/17/2012	4/17/2012	2012CV000300	Tatum Hughes	Joei Maguire	Joei Maguire	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Joei Maguire	8084 Cherry Ann Ln Payson, AZ 85541	8084 Cherry Ann Ln Payson, AZ 85541	$0.00			1
4/18/2012	4/23/2012	2012TC012027	State of Arizona	Danielle Espinosa	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Danielle Espinosa	8198 W Camino Real Payson, AZ 85541		$0.00			4
4/18/2012	4/18/2012	2012TC012026	State of Arizona	Macy Dailey	Mimi Dailey	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Macy Dailey	149 Monument Trail Payson, AZ 85541	149 Monument Trail Payson, AZ 85541	$0.00			1
4/18/2012	4/20/2012	2012CR012147	State of Arizona	Jeffrey Harvey Kenna	Jeffrey Harvey Kenna	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jeffrey Harvey Kenna	209 S Ponderosa St #24 Payson, AZ 85541	209 S Ponderosa St #24 Payson, AZ 85541	$0.00			1
4/18/2012	4/25/2012	2012CR012146	State of Arizona	Josh Peck	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Josh Peck	905 S. McLane Apt 12 Payson, AZ 85541		$0.00			5
4/18/2012	4/18/2012	2012CR012145	State of Arizona	Adianna Siegrist	Shawn Siegrist	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Adianna Siegrist	7715 N Cortita Rd Payson, AZ 85541	7715 N Cortita Rd Payson, AZ 85541	$0.00			1
4/18/2012	6/27/2012	2012CR012144	State of Arizona	Addam Lee Wilson	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Addam Lee Wilson	2104 N Pratt Cir Payson, AZ 85541		$0.00			4
4/18/2012	4/20/2012	2012TR012203	State of Arizona	Michael Curtis	Michael Curtis	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michael Curtis	1002 N Carefree Cir Payson, AZ 85541	1002 N Carefree Cir Payson, AZ 85541	$0.00			2
4/18/2012	4/18/2012	2012CR12055	State of Arizona	Billie J. Chick	Billie J. Chick	$0.00		Payson Magistrate Court	0
		Subpoena	John Mark (Marcos) Slater	900 N. Beeline Highway, #4 Payson, AZ 85541	900 N. Beeline Highway, #4 Payson, AZ 85541	$0.00			1

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4/18/2012	4/20/2012	2012TR000888	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Jamie Kester	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
4/19/2012	4/20/2012	JV2009-078 Petition 2012-1	State of Arizona	[redacted] minor c/o Amanda Baroncini, mother	Amanda Baroncini	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted]	117 W. Cedar Lane Payson, AZ 85541	117 W. Cedar Lane Payson, AZ 85541	$0.00			1
4/19/2012	4/23/2012	CR2012-167	State of Arizona	Norman Ashby	Unserved	$0.00		Superior Court Gila County	0
		Summons	Norman Ashby	404 W Bridle Path Lane Payson, AZ 85541		$0.00			4
4/19/2012	4/20/2012	CR2012-143	State of Arizona	Roy Allen McMillen	Roy Allen McMillen	$0.00		Superior Court Gila County	0
		Summons	Roy Allen McMillen	535 S Thiele Lane, Oxbow Estates Payson, AZ 85541	210 S Beeline Hwy Payson, AZ 85541	$0.00			3
4/19/2012	4/30/2012	CR2012-00057	State of Arizona	Ronald Lee Hines	Ronald Lee Hines	$0.00		Superior Court Gila County	0
		Summons	Ronald Lee Hines	203 N Airport Road Payson, AZ 85541	602 S Colcord #5 Payson, AZ 85541	$0.00			8
4/19/2012	4/23/2012	2011-284	State of Arizona	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
4/19/2012	4/20/2012	2012CR000188	State of Arizona	Amber Long	Amber Long	$0.00		Payson Justice Court	0
		Summons & Complaint	Amber Long	105 E. Main Street, Apt. 202 Payson, AZ 85541	105 E. Main Street, Apt. 202 Payson, AZ 85541	$0.00			1
4/19/2012	4/20/2012	2012CR000187	State of Arizona	Christopher Smith	Amber Long	$0.00		Payson Justice Court	0
		Summons & Complaint	Christopher Smith	105 E Main Street #202 Payson, AZ 85541	105 E. Main Street, Apt. 202 Payson, AZ 85541	$0.00			1
4/20/2012	4/20/2012	2012CR012055	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	John Mark (Marcos) Slater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/20/2012	4/20/2012	2012CR012055	State of Arizona	Jerrod Walton	Jerrod Walton	$0.00		Payson Magistrate Court	0
		Subpoena	John Mark (Marcos) Slater	8019 Vista Del Norte Payson, AZ 85541	113 W Main Street Payson, AZ 85541	$0.00			2
4/23/2012	4/23/2012	2012CV298-FD	World Yachts, LLC, by Harold Corbin	Erin Fischer or Cubb Connolly	Erin Marie Fisher	$0.00		Payson Justice Court	0
		Summons Focible Detainer	Erin Fischer or Cubb Connolly	308G W Frontier Payson, AZ 85541	308G W Frontier Payson, AZ 85541	$0.00			1
4/24/2012	4/24/2012	2012CV000312	Colleen Nichol	Dennis Frost	Dennis Frost	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Dennis Frost	3016 Mary Gay Circle Pine, AZ 85544	3016 Mary Gay Circle Pine, AZ 85544	$0.00			1
4/25/2012	4/25/2012	2012CV000315	Stephanie Turlukis-Keeney	Wayne McCandless	Wayne McCandless	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wayne McCandless	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

4/1/2012 TO 4/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/26/2012	4/26/2012	2012CV000325	Charles Spalink	Michael Romo	Michael Romo	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael Romo	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
4/30/2012	5/4/2012	CR 2012-00147	State of Arizona	Luke Wayne Miller	Unserved	$0.00		Superior Court Gila County	0
		Summons	Luke Wayne Miller	307 E Juniper St #2 Payson, AZ 85541		$0.00			3
4/30/2012	5/4/2012	2012TR001138	State of Arizona	Christopher Schwanbeck	Christopher Schwanbeck	$0.00		Payson Justice Court	0
		Summons & Complaint	Christopher Schwanbeck	214 W. Midway Payson, AZ 85541	214 W. Midway Payson, AZ 85541	$0.00			4
4/30/2012	4/30/2012	2012TR12111	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Larry Mehlberg	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/30/2012	4/30/2012	2012CR12059	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Allen Price	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/30/2012	4/30/2012	2012CR12059	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Allen Price	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
4/30/2012	4/30/2012	2012CR12059	State of Arizona	Dennis Joseph Engel	Dennis Joseph Engel	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Allen Price	1101 West Birchwood Road Payson, AZ 85541	1101 West Birchwood Road Payson, AZ 85541	$0.00			1
4/30/2012	5/4/2012	2012CR12059	State of Arizona	Veronica Nicole Cotto	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Allen Price	1101 W. Birchwood Road Payson, AZ 85541		$0.00			2
4/30/2012	4/30/2012	2012CR12059	State of Arizona	Victor Nazrith Cotto, Jr.	Victor Nazrith Cotto, Jr.	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Allen Price	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	$0.00			1
4/30/2012	4/30/2012	J-404-CV-2012000332	Cary Monroe Lynn	Barbara Jean Trowbridge	Barbara Jean Trowbridge	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Barbara Jean Trowbridge	118 W. Aero Apt. #5 Payson, AZ 85541	118 W. Aero Apt. #5 Payson, AZ 85541	$0.00			1

MILEAGE FOR THE MONTH April 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
4/2	30		104	
4/3	117			
4/4	94		20	
4/5	37			
4/6			73	
4/9	20		42	
4/10	27			
4/11	26		65	
4/12	46			
4/13	39		78	
4/16	36		61	
4/17	36			
4/18	43		40	
4/19	45			
4/20			75	
4/23	32		78	
4/24	35			
4/25	36		97	
4/26	34			
4/27	28		114	
4/30	33		109	
DAYS	**794**		**956**	

Total Miles Driven By The Constable's Office **1750** **Month** **2012**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 5/7/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics, Standards + Treasurer Board Writ fee Collected

Account Code	Revenue Description	Amount
T91620601	CESTB - Writ fees collected	10 00
	for April 2012	
	2 @ 5 00	
	Ck# 2290, 5/7/12	

10 00

Authorized Signature _____ Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98336

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2290
91-527/1221 6128
0703680454

DATE 5/7/12

PAY TO THE ORDER OF Gila County Treasurer $ 10 00

Ten + NO/100's DOLLARS

Security Features Details on Back

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ fees - April 2012

MP

⑈000002290⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 5/7/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees Collected for the month of April 2012

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service Fees Collected	2,467	05
X1005-01-32400-4614	4/1/12 thru 4/30/12		
	Ck# 2291, 5/7/12		
		2,467	05

Authorized Signature _____ Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98337

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2291
91-527/1221 6128
0703680454

DATE 5/7/12

PAY TO THE ORDER OF Gila County Treasuer $ 2467.05

Two thousand four hundred Sixty-seven & 05/100's DOLLARS

Security Features Details on Back.

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service fee's - April 2012

3220

MP

⑈000002291⑈ ⑆122105278⑆ 0703680454⑈

ARF-1261 **4- J**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Recorder's Office Monthly Report for April 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for April 2012.

Suggested Motion

Approval of the April 2012 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's April 2012 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF April 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

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
102359 MAY 14 12

DATE 5-11-2012

DEPOSIT TO FUND General fund Number 1005/105

REMITTING DEPT Recorders (120)

FOR PERIOD April 2012

Account Code	Revenue Description	Amount
1005-120-3400-99	105.01.120.4612 Recorders fee	14743 94
7145-120-3400-99	555.01.120.4775 Recorders Storage	6640 00
7146-120-3400-99	556.01.120.4612 County Mine fee	1 00
7147-120-3400-99	557.01.120.4612 Computer Services	5060 88
		26445 82

Authorized Signature Sadie J. Comfort Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	26445 82
Total	26445 82

TREASURER By DCOP Date 5/14/12

70138

Bank Deposit Summary From 4/1/12 12:00 AM To 4/30/12 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Apr 2, 2012 4:54:12 PM	2386	B	Globe	$237.00
Apr 2, 2012 4:56:11 PM	2387	B	Payson 04/02/12	$30.00
Apr 3, 2012 4:56:02 PM	2388	B	Payson 04/03/12	$45.00
Apr 3, 2012 4:57:52 PM	2389	B	Globe	$1,296.74
Apr 5, 2012 8:10:56 AM	2390	B	Globe	$193.00
Apr 5, 2012 4:55:18 PM	2391	B	Payson 04/05/12	$156.00
Apr 6, 2012 9:23:40 AM	2392	B	GLOBE 4/5/12	$176.00
Apr 6, 2012 4:58:22 PM	2393	B	Payson 04/06/12	$66.65
Apr 9, 2012 9:41:40 AM	2394	B	globe 4/6/12	$218.00
Apr 9, 2012 4:57:52 PM	2395	B	Payson 04/09/12	$85.00
Apr 10, 2012 8:30:30 AM	2396	B	globe 4/9/12	$229.00
Apr 10, 2012 4:55:53 PM	2397	B	Globe	$154.50
Apr 10, 2012 4:57:46 PM	2398	B	Payson 04/10/12	$53.00
Apr 11, 2012 4:54:55 PM	2399	B	Globe	$4,817.50
Apr 11, 2012 4:55:26 PM	2400	B	Payson 04/11/12	$30.00
Apr 12, 2012 4:52:44 PM	2401	B	Globe	$230.00
Apr 12, 2012 4:54:36 PM	2402	B	Payson 04/12/12	$83.00
Apr 13, 2012 4:51:31 PM	2403	B	Payson 04/13/12	$104.00
Apr 13, 2012 4:55:25 PM	2404	B	Globe	$448.00
Apr 16, 2012 4:53:44 PM	2405	B	Globe	$10,842.49
Apr 16, 2012 4:55:11 PM	2406	B	Payson 04/16/12	$36.00
Apr 17, 2012 4:29:01 PM	2409	B	Payson	$36.00
Apr 17, 2012 4:55:07 PM	2407	B	Globe	$157.00
Apr 18, 2012 4:54:09 PM	2410	B	Globe	$143.00
Apr 18, 2012 5:07:36 PM	2411	B	Payson 4/18/12	$47.00
Apr 19, 2012 4:54:49 PM	2412	B	payson 04/19/12	$23.00
Apr 19, 2012 4:55:10 PM	2413	B	Globe	$185.00
Apr 20, 2012 4:54:17 PM	2415	B	Payson 04/20/12	$2.00
Apr 23, 2012 9:45:58 AM	2416	B	globe	$339.00
Apr 23, 2012 4:55:13 PM	2417	B	Payson 04/23/12	$97.00
Apr 24, 2012 7:52:43 AM	2420	B	Globe	$101.00
Apr 24, 2012 8:42:00 AM	2418	B	globr 4/23	$307.00
Apr 25, 2012 9:06:37 AM	2421	B	Payson 04/24/2012 cor	$24.00
Apr 25, 2012 4:55:02 PM	2422	B	Payson 04/25/12	$25.00
Apr 25, 2012 4:55:18 PM	2423	B	Globe	$149.00
Apr 26, 2012 4:54:58 PM	2424	B	Globe	$251.50
Apr 26, 2012 4:56:29 PM	2425	B	Payson 04/26/12	$53.00
Apr 27, 2012 4:57:26 PM	2426	B	Payson 04/27/12	$56.00
Apr 27, 2012 4:57:58 PM	2427	B	Globe	$240.00
Apr 30, 2012 4:56:01 PM	2428	B	Globe	$636.00
Apr 30, 2012 5:07:11 PM	2429	B	Payson 04/30/12	$46.00
			Total	$22,448.38

MONTHLY ACTIVITY REPORT -

DATE	AMT PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
4/2/2012	267.00	390.00	192.00	0.00	0.00	290.00	315.00	582.00
4/3/2012	1341.74	814.00	484.00	0.00	333.74	150.00	290.00	1631.74
4/4/2012	193.00	324.00	148.00	0.00	0.00	180.00	279.00	472.00
4/5/2012	332.00	438.80	160.00	0.00	285.00	0.00	551.80	883.80
4/6/2012	284.65	541.40	208.00	0.00	736.65	0.00	1201.40	1486.05
4/9/2012	314.00	460.00	232.00	0.00	0.00	0.00	378.00	692.00
4/10/2012	207.50	337.50	140.00	0.00	0.00	629.00	270.00	477.50
4/11/2012	4847.50	3220.50	2056.00	0.00	0.00	184.00	429.00	5276.50
4/12/2012	313.00	421.00	220.00	0.00	0.00	237.00	328.00	641.00
4/13/2012	552.00	564.00	324.00	0.00	0.00	0.00	336.00	888.00
4/16/2012	10878.49	681.00	368.00	0.00	3445.49	7207.00	616.00	4494.49
4/17/2012	193.00	381.00	160.00	0.00	0.00	385.00	348.00	541.00
4/18/2012	190.00	415.00	196.00	0.00	0.00	257.00	421.00	611.00
4/19/2012	208.00	431.00	172.00	0.00	0.00	362.00	395.00	603.00
4/20/2012	341.00	608.00	252.00	0.00	0.00	250.00	519.00	860.00
4/23/2012	404.00	611.00	252.00	5.00	0.00	239.00	464.00	868.00
4/24/2012	125.00	325.00	148.00	0.00	0.00	0.00	348.00	473.00
4/25/2012	174.00	232.80	84.00	0.00	260.00	347.00	402.80	576.80
4/26/2012	304.50	434.50	200.00	0.00	0.00	104.00	330.00	634.50
4/27/2012	296.00	516.00	216.00	0.00	0.00	151.00	436.00	732.00
4/30/2012	682.00	853.00	428.00	0.00	0.00	133.00	599.00	1281.00
TOTAL	22,448.38	12999.50	6,640.00	5.00	5,060.88	11,105.00	9,257.00	24,705.38

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$5,242.00	($7,000.00)	($1,758.00)
Cash	Cash/Check	$22,448.38	$0.00	$22,448.38
D-1005-120-01-4612-001	Copies (deferred)	$0.00	($2.00)	($2.00)
D-1005-120-01-4612-003	Postage (deferred)	$15.00	($28.00)	($13.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$45.00	($84.00)	($39.00)
D-1005-120-01-4612-027	Fax (deferred)	$0.00	($5.00)	($5.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$60.00	($112.00)	($52.00)
ETransfer	Electronic Transfers	$4,105.00	$0.00	$4,105.00
	Total	**$31,915.38**	**($7,231.00)**	**$24,684.38**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$231.00	($120.00)	$111.00
	Total	**$231.00**	**($120.00)**	**$111.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($313.50)	($313.50)
1005-120-01-4612-002	Certified Seal	$0.00	($60.00)	($60.00)
1005-120-01-4612-003	Postage	$0.00	($1,376.00)	($1,376.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($294.00)	($294.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($75.00)	($75.00)
1005-120-01-4612-012	Overpayment	$0.00	($174.00)	($174.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($109.00)	($109.00)
1005-120-01-4612-023	Recording Fee	$0.00	($10,471.00)	($10,471.00)
1005-120-01-4612-026	Refunds	$0.00	($28.00)	($28.00)
1005-120-01-4612-027	Fax	$0.00	($40.00)	($40.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($6,588.00)	($6,588.00)
7146-120-01-4612	Mining Fees	$0.00	($1.00)	($1.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($4.00)	($4.00)
7147-120-01-4612-013	Microfiche	$0.00	($3.00)	($3.00)
7147-120-01-4612-018	Voter	$0.00	($3,811.88)	($3,811.88)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,246.00)	($1,246.00)
eRecording	eRecording	$3,784.00	($3,985.00)	($201.00)
	Total	**$3,784.00**	**($28,579.38)**	**($24,795.38)**
	Total	**$35,930.38**	**($35,930.38)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$22,448.38	$0.00	$22,448.38
	Range Total	**$22,448.38**	**$0.00**	**$22,448.38**

Sadie Tomerlin Dalton
Gila County Recorder
For Month Of:

New Fiscal Year Form

Month	FY No of Doc.	2011-2012 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	1,089	4,128	12,092.41	2,065.80		1.00	18,287.21
Mar	1,458	5,448	7,396.37	1,644.57			14,488.94
Apr	1,705	6,640	14,743.94	5,060.88		1.00	26,445.82
May							0.00
June							0.00
Total	**12,208**	**45,724**	**114,335.45**	**16,757.64**	**23,500**	**57.00**	**200,374.09**

Fiscal Year All Monies **200,374.09**

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR		April 2012		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$11,105.00		$0.00	
7		PAID OUT OF SUSPENSE ACCT		$9,257.00	$1,848.00	
8		RECORDING FEES	$12,999.50	$0.00	$0.00	
9		REFUNDS-EXCESS FEES	$0.00	$28.00		
10		INTEREST PD TO ACCT	$0.85	$0.00		
11		E-Recordins from last month	$32.00			
12		check printing fee		$108.41		
13	TOTAL 1005 FUNDS		$24,137.35	$9,393.41	$14,743.94	
14						
15	SECTION II					
16		7145 FUND (RECORDER)	$6,640.00	$0.00	$5,448.00	
17		7146 FUND (MINING - 80% STATE TREAS)	$4.00	$4.00	$4.00	
18		7146 FUND (MINING - 20% RECORDER)	$1.00	$0.00	$1.00	
19		7147 FUND (COMPUTER SVCS)	$5,060.88	$0.00	$5,060.88	
20	TOTAL SEC II FUNDS		$11,705.88	$4.00	$11,709.88	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		$35,843.23	$9,397.41	$26,445.82	
23						
24						

House Account Summary

Gila County AZ Recorder

For the Period of 04/01/2012 - 04/30/2012

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	($280.97)	$46.80	$0.00	($234.17)
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)	$21.00	$0.00	($226.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($152.00)	$0.00	$0.00	($152.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	($294.00)	$56.00	$0.00	($238.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,074.00)	$0.00	$0.00	($2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($194.00)	$8.00	$0.00	($186.00)
ERAY	ERA YOUNG REALTY	($71.80)	$46.80	$0.00	($25.00)
EXCEL	EXCEL DOCUMENT SERVICES	($187.00)	$15.00	$0.00	($172.00)
FARES	First American Corelogic Inc.	($816.40)	$285.00	$0.00	($531.40)
FATM	FIRST AMERICAN MICROFICHE	($1,343.00)	$360.40	$0.00	($982.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($618.00)	$0.00	$0.00	($618.00)
FCS,INC	Pacific Corportate & Title Service	($72.00)	$7.00	$0.00	($65.00)
FNDS	LPS APPLIED ANALYTICS	($1,143.20)	$285.00	$0.00	($858.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$73.50	$0.00	$0.00	$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($67.00)	$0.00	$0.00	($67.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$168.00	($120.00)	($34.00)
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	($931.00)	$0.00	$0.00	($931.00)
PIONE	PIONEER TITLE AGENCY FICHE	($578.00)	$256.00	$0.00	($322.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($2,326.00)	$3,904.00	($7,000.00)	($5,422.00)
RSSI	RECORD SEARCHING SERVICES INC	($211.00)	$14.00	$0.00	($197.00)
simplifile	Simplifile - eRecording	($132.00)	$3,784.00	($3,985.00)	($333.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,186.20)	$0.00	$0.00	($1,186.20)
Totals		**($14,747.47)**	**$9,257.00**	**($11,105.00)**	**($16,595.47)**

ARF-1270 **4- K**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Payson Regional Justice of the Peace's Office Monthly Report for April 2012

Submitted For: Dorothy Little

Submitted By: Dorothy Little, Justice of the Peace-Payson Region, Superior Court

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Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for April 2012

Suggested Motion

Approval of the April 2012 Monthly Activity Report submitted by the Payson Regional Justice of the Peace.

Attachments

April 2012 Reports

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

APRIL, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE
Alternative Dispute Resolution	ZADR		T848-2061	$ 72.23	$ 3.61
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004383	$ 67.90	
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,380.78	
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 6,488.74	$ 324.44
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	$ 2,660.00	$ 133.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 854.97	$ 42.75
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 539.69	$ 26.98
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	$ 1,667.43	$ 83.37
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	$ 12,526.37	$ 626.32
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 966.19	$ 48.31
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	$ -	$ -
Extra DUI Assessment $500	ZGFDU		T912-2061	$ 3,447.70	$ 172.39
Judicial Collection Enhancement $7	ZJCL	4741.314-3400.15	X36001314004615	$ 460.00	
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	$ 240.08	$ 12.00
Judicial Collection Enhancement $13	ZJCS		T818-2061	$ 860.00	
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 549.48	$ 27.47
Jail (Incarceration) Fees	ZJF	1005.300-34000-3405.40	X10502340004651	$ 684.89	
Local Costs	ZLCL	1005.314-3510.10	X105-4831	$ -	$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	$ 506.70	$ 25.34
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 1,794.79	$ 89.74
2011 Additional Assessment - State Treasurer	ZOS1			$ 1,645.93	$ 82.30
2011 Additional Assessment - County Treasurer	ZOS2			$ 205.75	$ 10.29
Officer Safety Equipment - City Police (CP)	ZOS3			$ 0.51	$ 0.03
Officer Safety Equipment - Sheriff (SHF)	ZOS4			$ 135.93	$ 6.80
Officer Safety Equipment - DPS (DPS)	ZOS5			$ 662.55	$ 33.13
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6			$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7			$ 15.89	$ 0.79
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15			$ 8.10	$ 0.41
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	$ 13.35	$ 0.67
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 138.66	$ 6.93
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 4,476.12	$ 223.81
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 11.85	$ 0.59
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004777	$ 1,675.87	
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	$ 1,117.24	
Security Enhancement Fee (Local)	ZSECE			$ -	$ -
Warrant Fee (Local)	ZWAR	1005.314-3510.10	X105-4831	$ 87.75	$ 4.39
AZ Native Plant Fund	ZANP		STATE	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 1.46	$ 0.07
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 943.79	$ 47.19
DUI Abatement	ZDUIA		STATE	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 981.62	
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,163.62	
Game and Fish - Wildlife	ZGF		STATE	$ 205.31	$ 10.27
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 2,927.27	$ 146.36
Registrar of Contractors	ZRCA		STATE	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 100.00	
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 115.36	$ 5.77
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -
TOTALS				**$ 52,401.87**	**$ 2,195.52**

TOTAL ADJUSTED BALANCE VERIFICATION

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/1/12	4611	**$ 46,173.10**	GILA COUNTY TREASURER
	4612	**$ 6,019.18**	ARIZONA STATE TREASURER
	4613	**$ 100.00**	GILA COUNTY BAD CHECK PROGRAM
	4614	**$ 109.59**	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY POLICE SUSPENDED PLATES AND HU
		$ 52,401.87	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2012

_____

DOROTHY A. LITTLE

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

APRIL, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE

Gila County Justice of the Peace

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

ADJUSTED BALANCE
$ 68.62
$ -
$ 67.90
$ -
$ -
$ 1,380.78
$ 6,164.30
$ 2,527.00
$ 812.22
$ 512.71
$ 1,584.06
$ 11,900.05
$ 917.88
$ -
$ 3,275.31
$ 460.00
$ 228.08
$ 860.00
$ 522.01
$ 684.89
$ -
$ 481.36
$ 1,705.05
$ 1,563.63
$ 195.46
$ 0.48
$ 129.13
$ 629.42
$ -
$ 15.10
$ -
$ -
$ 7.69
$ 12.68
$ -
$ 131.73
$ 4,252.31
$ 11.26
$ 1,675.87
$ 1,117.24
$ -
$ 83.36
$ -
$ 1.39
$ 896.60
$ -
$ -
$ 981.62
$ 1,163.62
$ 195.04
$ -
$ -
$ -
$ 2,780.91
$ -
$ -
$ -
$ -
$ -
$ -
$ 100.00
$ -
$ 109.59
$ -
$ -
$ 50,206.35
$ 50,206.35

URF

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

ADJUSTED BALANCE

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2012

CRIMINAL TRAFFIC	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	**85**	**6**	**136**	**227**
Filed	**12**	**0**	**16**	**28**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**97**	**6**	**152**	**255**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**14**	**1**	**14**	**29**
TOTAL TERMINATIONS	**14**	**1**	**14**	**29**
Statistical Correction	0	0	0	**0**
Pending End of Month	**83**	**5**	**138**	**226**

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
193	3	0	**196**	**0**	**1**	**1**	0	**195**

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Default Judg-ment	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
882	306	0	1,188	0	23	271	294	0	894

Civil Traffic Hearings Held: **6**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	**121**	Trans In	**0**	**TOTAL**	**121**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2012

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	554	64	0	**618**	0	63	63	*0*	**555**
Failure to Appear (Non-Traffic)	60	0	0	**60**	0	0	0	*0*	**60**
TOTAL	614	64	0	**678**	0	63	63	0	**615**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
37	**2**	**0**	39	**0**	4	4	0	**35**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **117**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2012

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	46	17	271	334
Filed	6	12	35	53
Transferred In	0	0	0	0
SUBTOTAL	52	29	306	387
Transferred Out	0	0	0	0
Other Terminations	4	13	32	49
TOTAL TERMINATIONS	4	13	32	49
Statistical Correction	0	0	0	0
Pending End of Month	48	16	274	338

Small Claims Hearings Held/Defaults: 2

Civil Court Trials Held: 7

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	13	13	0	13
Harassment	14	12	2	14

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 0

Injunction Against: 5

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 0

Juvenile Hearings Held: 0

Search Warrants Issued: 4

Printed: 05/17/12 07:49:43AM

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2012

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	162
Serious Violations	10
All Other Violations	544
TRAFFIC TOTAL	**716**

CRIMINAL WARRANTS OUTSTANDING

Felony	140
Misdemeanor	759
CRIMINAL TOTAL	**899**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A Lith

Name of Preparer

5-17-12

Date of Preparation

Printed: 05/17/12 07:51:51AM

ARF-1271 **4- L**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Clerk of the Superior Court's Office Monthly Report for April 2012

Submitted For: Vicki Aguilar

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for April 2012

Suggested Motion

Approval of the April 2012 monthly activity report submitted by the Clerk of the Superior Court.

Attachments

April 2012 - Clerk's Report

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

APRIL 2012

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of APRIL, 2012.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10th day of MAY, 2012.

Deputy

Summary Allocation by Agency Report

Report generated on : 5/8/2012 5:47:47 PM

Criteria : From Date : 4/1/2012 To Date :4/30/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$69606.94		($36648.87)		$32958.07	$0.00
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			$170.00		$170.00	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$5000.00			($500.00)	$4500.00	$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	$10.00		$1.46		$11.46	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2212.77		$33.67		$2246.44	$112.32
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$1.00		$1.00		$2.00	$0.10
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$8.00		$8.00		$16.00	$0.80
		ZVAPB	30% INTERSTATE COMPACT	$3.00				$3.00	$0.15
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$402.00		$140.00		$542.00	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZADR	ALTER. DISPUTE RESOLUTION FUND	$50.53		$0.77		$51.30	$2.57
		ZATT	ATTORNEY FEE REIMBURSEMENT	$630.00				$630.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$257.45				$257.45	$12.87
		ZFEE	BASE FEES (GENERAL FUND)	$4589.72		$70.62		$4660.34	$233.02
		ZFINE	BASE FINES	$5265.17		$2222.51		$7487.68	$374.38
		ZFORF	BOND FORFEITURES				$500.00	$500.00	$25.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	$426.23				$426.23	$21.31
		ZCEF	CLEAN ELECTIONS FUND	$562.12		$288.26		$850.38	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$36.57		$0.57		$37.14	$1.86
		ZJDET	COUNTY JUV DETENTION	$527.65		$2638.96		$3166.61	$158.33
		ZCLLF	COUNTY LAW LIBRARY FUND	$2212.56		$33.67		$2246.23	$112.31
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$2962.42		$1597.93		$4560.35	$228.02
		ZDNAS	DNA STATE SURCHARGE	$273.75		$57.83		$331.58	$16.58
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1030.37		$15.00		$1045.37	$52.27
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$278.85		$4.24		$283.09	$14.15

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	$232.50				$232.50	$11.63
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1282.88		$19.51		$1302.39	$65.12
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$1558.76		$392.21		$1950.97	$97.55
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$188.88		$2.86		$191.74	$9.59
		ZDCRT	DRUG COURT FEE FUND	$575.00				$575.00	$28.75
		ZDUIA	DUI ABATEMENT FUND	$417.26		$250.00		$667.26	$33.36
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$767.23				$767.23	$38.36
		ZWITN	EXPERT WITNESS FUND	$900.00				$900.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$1892.04		$799.96		$2692.00	$134.60
		ZEXJU	EXTRA JUV PROBATION ASMNT	$797.15		$594.72		$1391.87	$69.59
		ZEXT	EXTRADITION REIMBURSEMENT	$57.34		$180.00		$237.34	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$393.43		$201.68		$595.11	$29.76
		ZCC	GEN JURIS CONCILIATION COURT	$1456.87				$1456.87	$72.84
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$5265.18		$2602.35		$7867.53	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$877.51		$433.71		$1311.22	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2632.62		$1301.20		$3933.82	$0.00
		ZJF	JAIL (INCARCERATION) FEES	$34.99				$34.99	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1086.27		$16.53		$1102.80	$55.14
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2468.67		$37.56		$2506.23	$125.31
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$105.00		$123.78		$228.78	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$195.00		$229.89		$424.89	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40			$162.33		$162.33	$8.12
		ZJDU	JUVENILE DIVERSN FUND UNDER $40			$634.67		$634.67	$31.73
		ZJS	JUVENILE PROBATION SERV FEES	$2170.20		$2727.13		$4897.33	$244.87
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$818.30		$432.82		$1251.12	$62.56
		ZMISC	MISCELLANEOUS FEES	$71.12				$71.12 ✓	$3.56
		ZOS10	OFFCR SAFETY EQUIP -ANML CNTRL			$4.00		$4.00	$0.20
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$4.00				$4.00	$0.20

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPP	PASSPORT APPLICATION FEES	$1175.00				$1175.00	$58.75
		ZPCOF	PRISON CONSTRUCTION AND	$3841.30		$57.50		$3898.80	$194.94
		ZPRS6	PROB SURCH 2006	$25.52		$20.29		$45.81	$2.29
		ZPBA	PROBATION FEE ADULT	$11715.70		$8287.15		$20002.85	$1000.14
		ZPRSU	PROBATION SURCHARGE ($5.00)	$0.76		$0.62		$1.38	$0.07
		ZPUBZ	PUBLIC DEFENDER FEES	$380.00		$603.70		$983.70	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$397.00		$25.00		$422.00	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$110.53				$110.53	$5.53
		ZSTAT	STATE TREASURER - GENERAL FUND	$2371.47		$597.50		$2968.97	$148.45
		ZVAF	VICTIMS ASSISTANCE FUND	$7.00				$7.00	$0.35
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$190.00		$271.93		$461.93	$23.10
		ZGFDU	XTRA DUI ASSMT	$561.30				$561.30	$28.07
		ZPRS9	ZPRS9	$70.00		$160.00		$230.00	$11.50
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			$2.00		$2.00	$0.10
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$24.00				$24.00	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND			($111.00)		($111.00)	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$15646.42		$8302.78		$23949.20	$0.00
			Total:	**$159111.30**		**$0.00**	**$0.00**	**$159111.30**	**$3962.17**
						LESS SHADED AREAS:		--63,750.17	
								$95,361.13	

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

ARF-1253 **4- M**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Human Resources reports for the weeks of 05/01/12, 05/08/12, 05/15/12, 05/22/12 and 05/29/12

Submitted For: Berthan DeNero

Submitted By: Candy Bell, Human Resources & Library Services Assistant, Human Resources

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Information

Subject

Human Resources weekly reports for the month of May 2012.

Suggested Motion

Approval of the Human Resources reports for the weeks of May 1, 2012, May 8, 2012, May 15, 2012, May 22, 2012, and May 29, 2012.

Attachments

May Human Resources Report
05/01/12 Human Resources Agenda
05/08/12 Human Resources Agenda
05/15/12 Human Resources Agenda
05/22/12 Human Resources Agenda
05/29/12 Human Resources Agenda

Summary

Human Resources Action Items

	Year To Date	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
DEPARTURES FROM COUNTY SERVICE	**62**	7	13	14	13	15	
HIRES TO COUNTY SERVICE	**41**	7	9	14	3	8	
TEMPORARY HIRES TO COUNTY SERVICE	**9**	3	2	1	1	2	
VOLUNTEERS TO COUNTY SERVICE	**7**	0	0	0	0	7	
DEPARTMENTAL TRANSFERS	**14**	1	3	1	6	3	
END PROBATIONARY PERIOD	**22**	3	4	6	5	4	
POSITION REVIEW	**42**	11	13	5	7	6	
REQUEST PERMISSION TO POST	**32**	6	10	7	2	7	

Jul-12 Aug-12 Sep-12 Oct-12 Nov-12 Dec-12

HUMAN RESOURCES ACTION ITEMS
MAY 1, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Martin Feldhake – Probation – Juvenile Detention Officer – 04/25/12 – General Fund – DOH 01/10/11 – Resigned
2. Richard Kruger – Public Fiduciary – Fiduciary Services Specialist – 04/27/12 - General Fund – DOH 01/24/05 – Resigned
3. Rachel Wright – Superior Court Division One – Temporary Judicial Assistant – 04/04/12 – Superior Court Cost of Prosecution Fund – Completed job

HIRES TO COUNTY SERVICE:

4. Herman Tijerina – Court Information Systems – IT Administrator and Support Specialist – 05/07/12 – General Fund - Replacing Dennis Hanson
5. Thomas Dando – Public Works Recycling and Landfill Management – Solid Waste Services Worker – 05/07/12 – Facilities Management Fund – Replacing Mitchell Wilson
6. James Gibson – Public Works Recycling and Landfill Management – Solid Waste Services Worker – 05/03/12 – Facilities Management Fund – Replacing Vernon Davis
7. Stephanie Gibson – Health and Emergency Services – Breast Feeding Peer Counselor – 05/21/12 – WIC Fund – Replacing Katie Meredith

VOLUNTEERS TO COUNTY SERVICES:

8. Darrell Stubbs – Health and Emergency Services – Volunteer – 05/01/12
9. Darlene Medina - Health and Emergency Services – Volunteer – 05/01/12
10. Regina Moltz - Health and Emergency Services – Volunteer – 05/01/12
11. Rex Williams - Health and Emergency Services – Volunteer – 05/01/12
12. Debra Hammer - Health and Emergency Services – Volunteer – 05/01/12
13. Denise Hansen - Health and Emergency Services – Volunteer – 05/01/12
14. Violet Williams - Health and Emergency Services – Volunteer – 05/01/12

DEPARTMENTAL TRANSFERS:

15. Jay Boyer – Probation – From Deputy Probation Officer 2 – To Deputy Probation Officer Supervisor – 05/07/12 – From 100% Diversion In Take Fund - To 60% Diversion In Take Fund – 40% General Fund

END PROBATIONARY PERIOD:

16. Judith Moss – Globe Regional Justice Court – Court Clerk – 01/29/12 – General Fund
17. Ginger Horta – Administrative Services – Administrative Clerk – 05/16/12 – General Fund
18. Larry Dooly – Public Works Facilities and Land Management – Building Maintenance Technician Sr. – 05/07/12 – Facilities Management Fund

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

19. Ashley Henry – Sheriff's Office – Detention Officer – 05/07/12 – General Fund – Replacing Peter Beesley

END PROBATIONARY PERIOD:

20. Jacob Delecki – Sheriff's Office – Deputy Sheriff – 04/11/12 – General Fund

HUMAN RESOURCES ACTION ITEMS
MAY 8, 2012

DEPARTURES FROM COUNTY SERVICE:

1. James Anderson – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 04/17/12 – Public Works Fund – DOH 11/10/08 – Resigned
2. Christopher Beamon – Probation – Juvenile Detention Shift Supervisor – 05/12/12 – General Fund – DOH 07/06/09 – Resigned

HIRES TO COUNTY SERVICE:

3. Penny Miller – Community Services – Career & Employment Specialist – 05/10/12 – WIA Fund – Replacing Angela Lara

TEMPORARY HIRES TO COUNTY SERVICES:

4. David Oropeza – Board of Supervisors – Temporary Laborer – 05/14/12 - Constituent Services II Fund
5. Malin Busby - Community Services – Temporary Mobile Crew – 05/10/12 – GEST Fund

POSITION REVIEW:

6. Paula Horn – Health & Emergency Services – From Health Programs Manager – To Deputy Director of Prevention Services – 04/02/12 – Various funds – Reorganization
7. Earl LaForge – Public Works Auto/Equipment Maintenance – Automotive Mechanic – 07/01/11 – Change in funds
8. Nathaneal Cutter - Public Works Auto/Equipment Maintenance – Automotive Mechanic – 07/01/11 – Change in funds

REQUEST PERMISSION TO POST

9. County Attorney – Legal Secretary – Vacated by Lana Dever

HUMAN RESOURCES ACTION ITEMS
MAY 15, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Delia Benavidez – Globe Regional Justice Court – Justice Court Lead – 05/03/12 – General Fund – DOH 03/07/94 – Separated without prejudice

POSITION REVIEW:

2. Angelo Cutter – Human Resources – From Human Resources Assistant Sr. – To Deputy Human Resources Director – 05/17/12 – General Fund

REQUEST PERMISSION TO POST:

3. Payson Regional Justice Court – Justice Clerk Associate – Vacated by Michelle Duarte

HUMAN RESOURCES ACTION ITEMS
MAY 22, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Ronnie McDaniel – Payson Regional Courts – Pro Tempore Judge – 04/09/12 – General Fund – DOH 07/01/07 – Resigned
2. Janice Zittle – Payson Regional Constable's Office – Temporary Clerk of the Constable – 05/03/12 – General Fund – DOH – 06/11/07 – Temporary services no longer needed
3. John Geer – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 05/15/12 – Public Works Fund – DOH 09/12/11 – Resigned
4. Ursula Donovan – Health and Emergency Services – Nutrition Services Manager – 06/15/12 – 99% WIC Fund – 1% Commodity Supplement Food Program Fund - DOH 01/02/07 – Resigned
5. Misti Williams – Finance – Account Clerk Senior – 05/04/12 – General Fund – DOH 01/28/91 – Resigned

HIRES TO COUNTY SERVICE:

6. Christopher Heath – Public Works Auto/Equipment Maintenance – Automotive Service Worker – 05/24/12 – Public Works Fund – Replacing Max Coombs
7. Christopher Mooney – Public Fiduciary – Public Fiduciary Services Specialist – 05/29/12 – General Fund – Replacing Richard Kruger

DEPARTMENTAL TRANSFERS:

8. Jo Anna McDaniel – Public Fiduciary – From Public Fiduciary Assistant – To Public Fiduciary Services Specialist – 05/24/12 – General Fund – Replacing Kimberly Aguilar

REQUEST PERMISSION TO POST:

9. Public Works Consolidated Roads – Administrative Assistant – Position vacated by Cecilia Wentz
10. Health and Emergency Services – Staff Nutritionist – Position vacated by Sherri Miller
11. Health and Emergency Services – Health Programs Manager – Position vacated by Paula Horn

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

12. Ashley Henry – Sheriff's Office – Detention Officer – 05/08/12 – General Fund – DOH 05/06/12 – Unsuccessful completion of probationary period
13. Anjanette Bolinger – Sheriff's Office – Public Health Nurse – 05/06/12 – General Fund – DOH 07/19/10 – Resigned

HUMAN RESOURCES ACTION ITEMS
MAY 29, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Kristin Klee-Martinez – County Attorney – Legal Secretary – 05/24/12 – Attorney's Justice Enhancement Fund – DOH 11/26/07 – Resigned
2. Kevin Moran – Public Works Auto/Equipment Maintenance – Vehicle and Equipment Mechanic – 05/25/12 – Public Works Fund – DOH 03/15/10 - Resigned

DEPARTMENTAL TRANSFERS:

3. Susan Williams – From Superior Court – To Globe Regional Justice Court – From Calendar Administrator – To Justice Court Clerk Associate (underfill) – 06/04/12 – General Fund – Replaces Ruben Mancha

POSITION REVIEW:

4. Ramai Alvarez – County Attorney – Deputy County Attorney Senior – 07/01/12 – General Fund – Change in number of hours
5. Karen Miller – Public Fiduciary – From Fiduciary Services Specialist – To Fiduciary Services Specialist Senior – 05/21/12 – General Fund

REQUEST PERMISSION TO POST:

6. Board of Supervisors – Temporary Laborer
7. Health and Emergency Services – Nutrition Services Manager – Position Vacated by Ursula Donovan

ARF-1267 **4- N**

Regular BOS Meeting

Meeting Date: 06/05/2012

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 5-11-12 and 5-18-12

Submitted For: Joseph Heatherly

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

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 5-11-12 and 5-18-12

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of May 5, 2012 to May 11, 2012, and May 12, 2012, to May 18, 2012.

Attachments

County Manager Approved Contracts Under $50K for Week Ending 5-11-12 & 5-18-12

Continental Flooring Co. Contract 11E-CFC3-071

Bridgers & Paxton Consulting Agreement 022912

Green Tree Construction Agreement 032012

BC Coating's Agreement 032212

Hye Tech Network & Security Solutions Agreement 1025-002

Tachyon Networks Incorporated Agreement

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

May 5, 2012, to May 11, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
11E-CFC3-071 Continental Flooring Company	Superior Court Carpet Installation	$49,427.71	7-1-11 to 6-30-12	5-9-12	Expires	Removal of old carpet and installation of new carpet for the 3rd floor Globe Courthouse, Superior Court, Court Room A & Court Room B.
022912 Bridgers & Paxton Consulting Engineers	Sheriff's Office Jail Electrical Upgrade	$1,500.00	5-1-12 to 6-30-12	5-9-12	Expires	Amendment #1 to contract to add the consulting services for the Globe Jail to the agreement.

May 12, 2012, to May 18, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
032012 Green Tree Construction	Weatherization & Rehab Project No. 159-10-01	$11,526.14	5-2-12 to 6-30-12	5/16/12	Expires	Amendment #1 to agreement to add balance not paid by the City of Globe because of contract cancellation.
032212 BC Coatings	Women's Jail Dormitory Floor Project	$19,627.00	5-16-12 to 6-30-12	5/16/12	Expires	Labor and material to install a BASF product on the floors of the Women's Jail Dormitory.
1025-002 Hye Tech Network & Security Solutions	General Support Agreement for Network Security	$175.00 hr	7-1-12 to 6-30-13	5/16/12	Renewable for 1 more 1yr term	Network & security troubleshooting support and network & security architecture enhancements.
- Tachyon Networks Incorporated	Satellite Communications Service for Mobile Command Trailer	$3,900.00	7-1-12 to 6-30-12	5/16/12	Renewable for another yr term	Satellite communications service for the Sheriff's Office mobile command trailer.

Place after Tab 1

IFB 11E-0603
Carpet, Floor Covering, and Concrete Floor Applications

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-0369902

Company Name Continental Flooring Company

Address 9319 N. 94th Way, Ste. 1000 City Scottsdale State AZ Zip 85258

Telephone Number (480) 949-8509 Fax (480) 945-2603

Printed Name Christopher L. Coleman Title President

Authorized Signature _____

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 11E - CFC2 - 0701

Awarded this 01 day of July 2011.

_____
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
ARIZONA COOPERATIVE PURCHASING

IFB 11E-0603
Carpet, Floor Covering,
and Concrete Floor Applications
6/21/11
MSC

Awarded as recommended.
T. Peeler, 6/22/11

Recommended for award
Continental Flooring Company
Norcon Industries

We received nine responses to IFB 11E-0603. One bid was determined to be non-responsive.

Of the eight remaining responses, seven offered equal products from like manufacturers, and only one bidder offered Tandus: Collins and Aikman, and Crossley. Making an across the board pricing comparison was impractical for the one Tandus: Collins and Aikman, and Crossley bidder, however, like carpeting and products were compared where possible for the seven other bidders (see the pricing comparison spreadsheet attached.) All were compared, were possible, against each other using ancillary services, such as, additional products or services, mobilization, travel costs, and bonding.

In accordance with the procurement rules and the solicitation, the basis of award was to the lowest responsible and responsive bidders. The eight responses provided the following required information:

- Bid security of $50,000
- Evidence of required licenses
- Evidence of required bonding capacity
- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

Together, the recommended awardees, Continental Flooring Company and Norcon Industries provide a majority of the products and services requested in solicitation.

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing installed carpet and carpet products, and concrete floor grinding/polishing options. No single offer demonstrated the ability to effectively, and efficiently meet the needs of all our member's needs for installed carpet and carpet products, and concrete floor grinding/polishing projects.

Award is recommended to the least number of bidders determined necessary to meet the members' requirements. The decision was based upon considerations for existing installed carpet and carpet products, and concrete floor grinding/polishing products and systems, future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, and Mohave's past experience with contracts for similar product/services.

Details for the recommended awards are as follows:

- **Continental Flooring Company** was the low bidder for J+J Invision, Lees, Mohawk/Bigelow, Patcraft, Philadelphia (Shaw brand), and Shaw carpet products. They offer concrete flooring options such as, grinding, staining, and polishing. They have a large installed base of flooring products in Arizona. They have demonstrated experience in both providing installed carpet, and carpet products.

con't

Details for the recommended awards are as follows *(con't)*:

- **Norcon Industries** was the only bidder for Tandus: Collins and Aikman, and Crossley carpet products. They offer concrete flooring options such as, grinding, staining, and polishing. They have a large installed base of flooring products in Arizona. They have demonstrated experience in both providing installed carpet, and carpet products. They were the lowest bidder for concrete flooring applications. Mobilization is included for the first vehicle or trip.

None of the bidder(s) recommended for award are on the United States General Services Administration's Excluded Parties List or on the Arizona Department of Administration Excluded Parties List.

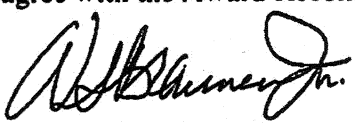
This is a new solicitation for Mohave It is recommended that the awards under IFB 11E-0603 take effect on July 01 2011.

Not recommended for award (Below the cutoff for least number of vendors determined necessary to meet the members' requirements.)
Diversified Flooring Services Phoenix, LLC
Philadelphia Queen, [Shaw Contract Flooring Services Inc., dba Shaw Integrated Solutions]
RFC Holdings, Inc., dba ReSource Arizona
Shaw Contract Flooring Services, Inc., dba Shaw Integrated Solutions
Tucson Commercial Carpet, Inc.
Wayne B. Taylor

Not recommended for award (Non-Responsive)
Southern Mill Carpet and Tile, Inc.

- Required bid bond not provided.
- Pricing workbook incomplete: no pricing information in the required Discount Summary.
- Supplementary information questions 3.3, 3.6, 3.7, 3.11 through 3.17 were not provided.
- Appendix A, questions 5 through 7 were not provided.
- General terms and conditions acceptance form not completed.
- Special terms and conditions and scope of work and specifications form not completed.

6/21/11: As the Director of Contracting Programs, and a member of the evaluation committee for IFB 11B-0603, I agree with the Award Recommendations.



CONTINENTAL
FLOORING COMPANY

9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
Phone (480) 949-8509 • Toll Free (800) 825-1221
FAX (480) 945-2603
Website www.continentalflooring.com

May 3, 2012

County of Gila
Robert Hickman
1400 E Ash St
Globe, AZ, 85501

Finalized Scope of Work Quote
Broadloom w/Pad everywhere except where Modular Furniture Is

RE: Court Room A Area (see drawing for details) Replace Carpet with New Carpet
MOHAVE Contract No. 11E-CFC3-0701, Expires 07/01/2016

Dear Mr.Hickman:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration:

ID	Description	Qty	Price	Extended
	Furnitsh & Install			
	Philadelphia Legend Falls in Atlantis	320 SY	$21.61 SY	$6,915.20
	Bigelow Carmenere Broadloom in Merlot	172 SY	$21.72 SY	$3,735.84
	Bigelow Carmenere Tile in Merlot	112 SY	$32.77 SY	$3,670.24
	Carpet Pad Havaus - 3/8" 6 lb Rebond	492 SY	$4.69 SY	$2,307.48
	Install Atypical (Upholstery at steps)	35 LF	$3.75 LF	$131.25
	Furnish & Install 4" Rubber Base	1200 LF	$1.40 LF	$1,680.00
	Color: ***To Be Determined***			
	Furnish & Install Transitions	36 LF	$3.00 LF	$108.00
	Remove Existing Standard Carpet	488 SY	$2.13 SY	$1,039.44
	Standard Floor Preparation	4195 SF	$0.40 SF	$1,678.00
	Move Standard Office Furniture	438 SY	$3.50 SY	$1,533.00
	Move Modular Office Furniture w/Lift	50 SY	$7.50 SY	$375.00
	Mileage	175 M	$0.445 M	$77.88
	M&L	4 Days	$94.000 EA	$376.00
			Sub Total	$23,627.33
	Globe Prime Contracting Tax Rate		6.2400% Tax	$1,474.35
			Total	**$25,101.68**

Prices listed in this quote include moving of modular furniture and moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases.

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

Prices listed in this quote include standard carpet removal. Over the past couple of decades, advancements in adhesive technology combined with improvements in carpet construction have led to an increasing amount of flooring removal to require more than standard demolition procedures. Even though our best effort is made to make and educated estimate to determine in advance the conditions of your existing floor, there remains the possibility of discovering at the time of demolition that an atypical, hard removal condition exists which could increase this project subtotal by $1.24/SY for the equipment and additional labor required for atypical flooring removal. This is a state contract line item called Atypical Flooring Removal. If we encounter this situation, we will notify you before proceeding with any increased costs.

Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of 25lbs of patch for every 100 square yards of material, except as otherwise noted. *Should any unforeseen sub-floor conditions exist additional charges will apply.*

Continental Flooring does not test for asbestos or provide asbestos abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and will hold Continental Flooring harmless relating to asbestos. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. **Cathy Gordon, *operations coordinator* (480) 949-8509 ext. 289** will contact you when the material for this installation has been received and provide a proposed installation date for your approval.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 285 or on my mobile at (602) 690-6978 or email me directly at **laurak@continentalflooring.com**.

Respectfully,

Laura Kuligowska
Continental Flooring Company
Celebrating over 30 years of flooring the public sector

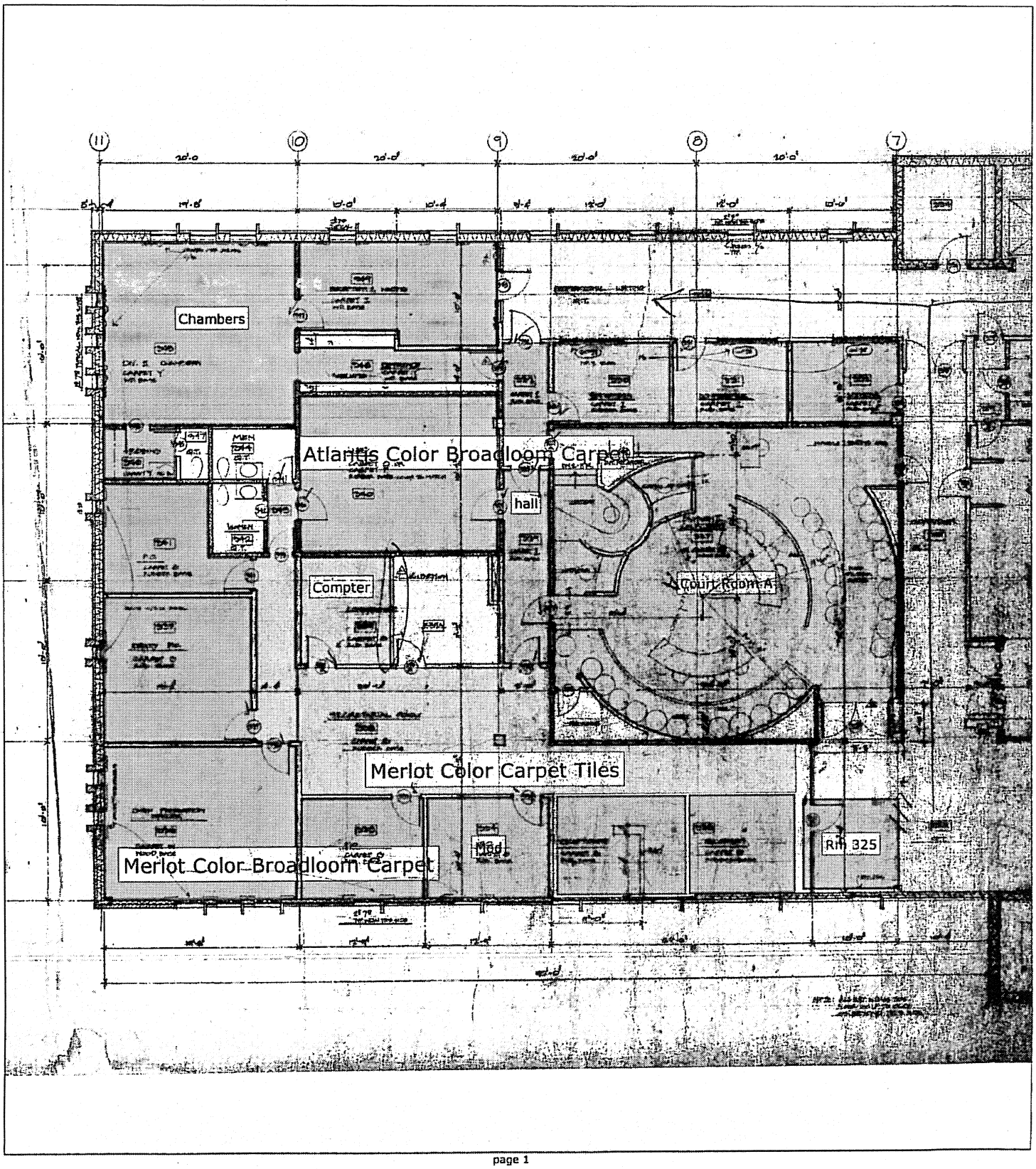
Untitled

03 May 2012 : Glia County Court Drawing 1

Current screen

Continental Flooring

Scale 1:160 (original drawing scale 1:49)



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May 3, 2012

County of Gila
Robert Hickman
1400 E Ash St
Globe, AZ, 85501

Finalized Scope of Work Quote
Broadloom w/Pad everywhere except where Modular Furniture IS

RE: Court Room B Area (see drawing for details) Replace Carpet with New Carpet
MOHAVE Contract No. 11E-CFC3-0701, Expires 07/01/2016

Dear Mr.Hickman:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration:

ID	Description	Qty	Price	Extended
	Furnish & Install			
	Philadelphia Legend Falls - Atlantis	385 SY	$21.61 SY	$8,319.85
	Bigelow Carmenere Broadloom - Merlot	55 SY	$21.72 SY	$1,194.60
	Bigelow Carmenere Tile - Merlot	144 SY	$32.77 SY	$4,718.88
	Carpet Pad Havaus - 3/8" 6 lb Rebond	440 SY	$4.69 SY	$2,063.60
	Install Atypical (Upholstery at steps)	46 LF	$3.75 LF	$172.50
	Furnish & Install 4" Rubber Base Color: *To Be Determined*	840 LF	$1.40 LF	$1,176.00
	Furnish & Install Transitions	24 LF	$3.00 LF	$72.00
	Remove Existing Standard Carpet	458 SY	$2.13 SY	$975.54
	Standard Floor Preparation	4194 SF	$0.40 SF	$1,677.60
	Move Standard Office Furniture	341 SY	$3.50 SY	$1,193.50
	Move Modular Office Furniture w/Lift	117 SY	$7.50 SY	$877.50
	Mileage	178 M	$0.445 M	$79.21
	M&L	4 Days	$94.00 EA	$376.00
			Sub Total	$22,896.78
	Globe Prime Contracting Tax Rate		6.2400% Tax	$1,428.76
			Total	**$24,325.54**

Prices listed in this quote include moving of modular furniture and moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases.

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department

coordinate the moving of all electronic items. A guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

Prices listed in this quote include standard carpet removal. Over the past couple of decades, advancements in adhesive technology combined with improvements in carpet construction have led to an increasing amount of flooring removal to require more than standard demolition procedures. Even though our best effort is made to make and educated estimate to determine in advance the conditions of your existing floor, there remains the possibility of discovering at the time of demolition that an atypical, hard removal condition exists which could increase this project subtotal by $1.24/SY for the equipment and additional labor required for atypical flooring removal. This is a state contract line item called Atypical Flooring Removal. If we encounter this situation, we will notify you before proceeding with any increased costs.

Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of 25lbs of patch for every 100 square yards of material, except as otherwise noted. ***Should any unforeseen sub-floor conditions exist additional charges will apply.***

Continental Flooring does not test for asbestos or provide asbestos abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and will hold Continental Flooring harmless relating to asbestos. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. **Cathy Gordon**, ***operations coordinator*** **(480) 949-8509 ext. 289** will contact you when the material for this installation has been received and provide a proposed installation date for your approval.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 285 or on my mobile at (602) 690-6978 or email me directly at **laurak@continentalflooring.com**.

Respectfully,

Laura Kuligowska
Continental Flooring Company
Celebrating over 30 years of flooring the public sector

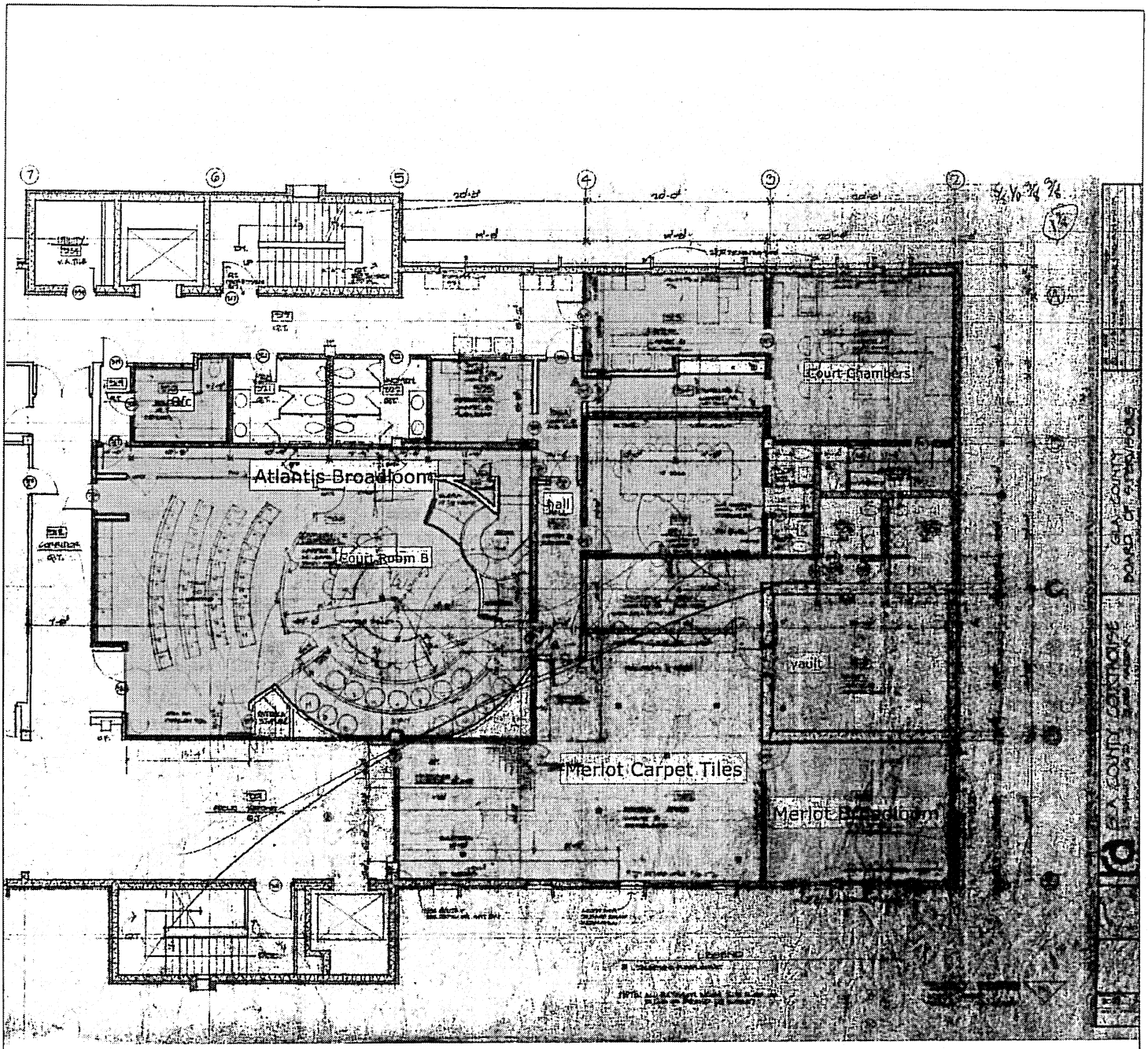
Untitled

03 May 2012 : Gila County Court Drawing 2

Current screen

Continental Flooring

Scale 1:190 (original drawing scale 1:49)



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICE AGREEMENT NO. 022912
SHERIFF'S OFFICE JAIL ELECTRICAL UPGRADE

Effective May 2, 2012, Gila County and Bridgers & Paxton Consulting Engineers entered into an agreement whereby the Consultant agreed to provide professional engineering services for the upgrade of the electrical system at the Payson Gila County Jail.

Amendment No. 1 will add the Gila County Jail located at 1100 South Street, Globe, Arizona to the agreement at a cost of $1,500.00. Contractor shall provide:

- **Load Calculations**
- **Fault Current Calculations**
- **One-Line Calculations-Drawings**
- Bond Requirements
- Site Plan

All other terms and conditions of the original agreement shall remain the same during the term of the contract.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/9/12

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

Signature

Vice-President

Title

Date: 5-7-12

AMENDMENT NO. 1

The following amendments are hereby incorporated into the documents for the below stated project:

SERVICE AGREEMENT 032012

WEATHERIZATION & REHAB PROJECT NO. 159-10-01
GREEN TREE CONSTRUCTION

Effective April 2, 2012, Gila County and Green Tree construction entered into an agreement whereby the Contractor agreed to provide construction services for Community Service Weatherization Project 159-10-01 in the amount of $41,611.56.

The combined project amount was to be paid by both the City of Globe and Gila County in the amount of $79,706.56. The City of Globe was responsible for $38,095.00 of the project. The City's contract closed prior to receipt of the total funds. The City paid $26,568.86 leaving an unpaid balance of $11,526.14.

Amendment No. 1 to the agreement will add the $11,526.14 of the unpaid balance to the County's portion of the project. The County's total cost for the project will be $53,137.70.

All other terms and conditions of the original agreement shall remain the same during the term of the contract.

See attached "Exhibit A" for cost breakdown.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/10/12

GREEN TREE CONSTRUCTION

Gerald L. Philpot Sr.
Signature

Owner
Title

Date: 5/11/2012

EXHIBIT A

5/14/12

WEATHERIZATION & REHAB PROJECT NO. 159-10-01 **COUNTY CONTRACT 032012**

TOTAL PROJECT AMOUNT: $79,706.56

Original Amount to be Paid by County	$41,611.56
Original Amount to be Paid by City	$38,095.00
Total Project Cost	$79,706.56

City of Globe Contract Closed after City had Paid	$26,568.86
Minus Original Amount	$38,095.00
Remaining Unpaid Balance	$11,526.14

Amendment is being requested in the amount of remaining City of Globe unpaid balance of $11,526.14.

Original Amount Paid by County	$41,611.56
Amendment of Unpaid Balance	$11,526.14
Revised Amount to be Paid by County	$53,137.70

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 032212

WOMEN'S JAIL DORMITORY FLOOR PROJECT

THIS AGREEMENT, made and entered into this 16th day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **Bio Clean Cleaning and Coatings LLC (BC Coating's)**, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities and Land Manager or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Service

Contractor shall provide for the material and installing of a BASF product on the floors of the Gila County Jail Women's Dormitory located at 1100 South Street, Globe, Arizona.

The Women's Dormitory is approximately 4,295 square feet. The contractor shall apply a polyurethane flooring system to the floor. The product to be used will be the CONIPUR product by BASF Building Systems, Light Traffic System.

Product Specifications

From the American Institute of Architects (AIA) BASF Product Specifications at www.aia.org

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
1. Waterproofing and pedestrian traffic coating for interior and exterior elevated slabs as scheduled.

B. Related Sections:
1. Section 03 30 00 - Cast-in-Place Concrete.

1.2 SYSTEM DESCRIPTION

A. Fluid-applied polyurethane waterproofing coating consisting of fast-setting 2-component reactive curing mechanism with very low odor. VOC compliant.

B. Deck Coating System:
1. CONIPUR 78 PRIMER: 2-component polyurethane-based adhesive primer.
2. CONIPUR 265-Z BASE COAT: 2-component fast-curing polyurethane base coat.
3. CONIPUR 275 TOP COAT: 2-component fast-curing aromatic polyurethane topcoat.
4. CONIPUR 295 TOP COAT: 2-component aliphatic 100 percent solids, fast-curing topcoat with UV resistance.

C. Performance Requirements: Provide material complying with the following requirements:
1. Crack Bridging (Base Coat): Passes per ASTM C 957.
2. Adhesion Peel (Primer and Base Coat): Plywood 25 pli, Concrete 14 pli per ASTM C 957.
3. Tensile Strength (Base Coat): 2,500 psi (17.2 MPa) per ASTM D 412.
4. Elongation (Base Coat): 900 percent per ASTM D 412.
5. Tensile Strength (Top Coat): 3,000 psi (20.7 MPa) per ASTM D 412.
6. Elongation (Top Coat): 30 percent per ASTM D 412.
7. Hardness: ShoreD (70) per ASTM D 2240.
8. Taber Abrasion Resistance (Primer/Base Coat/Top Coat): 9 mg lost per ASTM C 957. CS-17 Wheel, 1,000 gm load, 1,000 cycles

1.3 SUBMITTALS

A. Comply with Section [01 33 00].

B. Product Data: Submit manufacturer's technical bulletins and MSDS on each product.

C. Submit list of project references as documented in this Specification under Quality Assurance Article. Include contact name and phone number of person charged with oversight of each project.

D. Quality Control Submittals:
1. Provide protection plan of surrounding areas and non-work surfaces.

1.4 QUALITY ASSURANCE

A. Comply with Section [0140 00].

B. Qualifications:
1. Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products and systems.
2. Applicator Qualifications: Company with minimum of 5 years experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
a. Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.

C. Field Sample:
1. Install at Project site or pre-selected area of building an area for field sample, as directed by Architect.

a. Provide mock-up of at least 100 square feet (9.3 sm) to include surface profile, sealant joint, crack, flashing, and juncture details and allow for evaluation of slip resistance and appearance.
b. Apply material in strict accordance with manufacturer's written application instructions.

2. Manufacturer's representative or designated representative will review technical aspects; surface preparation, application, and workmanship.
3. Field sample will be standard for judging workmanship on remainder of Project.
4. Maintain field sample during construction for workmanship comparison.
5. Do not alter, move, or destroy field sample until Work is completed and approved by Architect.
6. Obtain Architect's written approval of field sample before start of material application, including approval of aesthetics, color, texture, and appearance.

1.5 DELIVERY, STORAGE AND HANDLING

A. Comply with Section [01 60 00]

B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

1.6 PROJECT CONDITIONS

A. Environmental Requirements:
1. Minimum application temperature is 40 degrees F (4 degrees C) and rising.
2. Do not apply in rain or when rain is expected within 24 hours. Do not apply above 90 degrees F (32 degrees C) or below 40 degrees F (4 degrees C) or when temperatures are expected to fall below 40 degrees F (4 degrees C) within 24 hours.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, provide products from the following manufacturer:
1. BASF Building Systems
889 Valley Park Drive
Shakopee, MN 55379
Customer Service: 800- 433-9517
Technical Service: 800-243-6739
Direct Phone: 952-496-6000
Internet: www.degussabuildingsystems.com

B. Substitutions: Comply with Section [01 60 00].

C. Specifications and Drawings are based on manufacturer's proprietary literature from Degussa Building S ystems. Other manufacturers shall comply with minimum levels of material, color selection, and detailing indicated in Specifications or on Drawings. Architect will be sole judge of appropriateness of substitutions.

2.2 MATERIALS

A. Acceptable Product:

1. Primer: Conipur 78 Primer.
2. Base coat: Conipur 265-Z.
3. Top Coat: Conipur 275.
4. Top Coat: Conipur 295.
5. Aggregate: Sonoguard Aggregate.
6. Clean-up: Reducer 990.
7. Sealant Primer: Sonneborn Primer 733.
8. Sealant: Sonneborn SL-2 or Sonneborn Ultra.
9. Deep joint Sealant: Sonneborn SL-2 or Sonneborn NP-2.
10. Plywood Joint Sealant: Sonneborn NP-1 or Sonneborn NP-2.
11. Reinforcing Fabric: Sonoshield Reinforcing Fabric.

2.3 MIXING

A. Mix material per manufacturer instructions.

B. Color

1. Gray.
2. Charcoal Gray.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Comply with Section [01 70 00].

3.2 SURFACE PREPARATION

A. Ensure substrates are sound and free of dust, dirt, laitance, paints, oils, grease, curing compounds, or any other contaminants

B. Verify substrate has properly cured. If efflorescence is present, mechanically remove it before proceeding. For extreme cases where this is not adequate, contact Technical Service.

1. Concrete should have minimum compressive strength of 3,000 psi (21 MPa) and be cured for minimum of 28 days or 80 percent of design strength.

C. Mechanically prepare substrate to remove previous coatings, laitance, and miscellaneous surface contamination. Shotblast surface to profile equal to International Concrete Repair Institutes CSP 3.

1. Roughen or brush blast extremely smooth surfaces to ensure good mechanical adhesion.
2. Patch holes and cracks before installation.

3.3 APPLICATION- GENERAL

A. Surface Prestriping and Detailing:

1. Prestripe with primer 1 inch (25 mm) beyond surfaces that require detail Work, using short-nap roller.
2. For nonmoving joints and cracks less than 1/16 inch (1.6 mm) wide, apply 25 to 30 wet mils (0.6 to 0.8 mm) prestriping of base coat over cured primer. Apply base coat to fill and overlap joint or crack 3 inches (76 mm) on each side. Feather edges.

3. Route dynamic cracks and joints over 1/16 inch {1.6 mm) to minimum of 1/4 inch by 1/4 inch {6 by 6 mm) and clean. Install bond breaker tape to prevent adhesion to bottom of joint. Prime joint faces only with sealant primer and fill with sealant. Fill joints deeper than 1/4 inch {6 mm) with backer rod and deep joint sealant. For cracks, apply sealant flush with adjacent surface. For expansion joints, apply sealant slightly concave.
4. Coat sealed joints 1 inch (25 mm) or less with deck coating system.
5. Do not coat expansion joints exceeding 1 inch (25 mm) wide, including primary wide expansion-joint system.
6. Where coating system will be terminated and no wall, joint, or other break exists, cut 1/4 inch by 1/4 inch {6 by 6 mm) keyway into concrete. Fill and coat keyway as application of base coat progress.

3.4 LIGHT TO MEDIUM DUTY TRAFFIC SYSTEM

A. Apply 4 wet mils (0.1 mm) of primer.

B. Apply 25 wet mils (0.5 mm) of base coat. Allow base coat to dry 3 to 4 hours.

C. Apply 15 wet mils (0.4 mm) of top coat.

D. Immediately broadcast aggregate at rate of 10 to 15 pounds per 100 square feet {0.5 to 0.75 kg/sm) into wet top coat. Coat and backroll to encapsulate. Allow to cure.

3.5 CLEANING

A. Clean wet traffic membrane from tools and equipment with Reducer 990 or Xylene. Remove cured materials mechanically.

B. Clean up and properly dispose of debris remaining on Project site related to application.

C. Remove temporary coverings and protection from adjacent Work areas.

3.6 PROTECTION

A. Protect system from damage during construction.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: 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.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his 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. All 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to

circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of 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

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – 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 even if this Contract does not specifically reference any provision 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.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires **June 31, 2012 .**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 19,627.50** for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 032212**, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date:

BIO CLEAN CLEANING AND COATINGS LLC

Contractor Signature

Print Name Ray Aycox

Date: 4-16-12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

GENERAL SUPPORT AGREEMENT NO. 1025-002

HYE TECH NETWORK & SECURITY SOLUTIONS, LLC

Effective July 1, 2012, Gila County and Hye Tech Network & Security Solutions, LLC entered into an agreement whereby the Contractor agreed to provide network & security troubleshooting support and network & security architecture enhancements for the County.

The agreement expires June 30, 2012. Per the terms of the agreement the County shall have the option to extend for two additional twelve month periods if they so choose.

Amendment No. 1 will extend the agreement from July 1, 2012, to June 30, 2013. All other terms and conditions of the original agreement shall remain the same during the term of the extension.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/16/12

HY TECH NETWORK & SECURITY SOLUTIONS ,LLC

Signature

CTO

Title

Date: 5/7/2012

AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement documents for the below stated project:

SATELLITE COMMUNICATIONS SERVICE
SHERIFF'S OFFICE MOBILE COMMAND TRAILER

TACHYON NETWORKS INCORPORATED

Effective June 28, 2011, Gila County and Tachyon Networks Incorporated entered into a contract whereby Tachyon agreed to provide satellite communications service for the Gila County Sheriff's Office mobile command trailer. The agreement expires on June 30, 2012, and has the option to be renewed for another 12 month term.

Amendment No. 1 will extend the term of the agreement from July 1, 2012, to June 30, 2013.

All other terms and conditions of the original agreement shall remain the same during the term of the contract including the monthly service rate.

See attached *"Exhibit A"* made a binding part of this amendment as set forth herein.

EXHIBIT A

Tachyon Networks incorporated

Quote Date	5/9/2012
Quote Number	GC00509
Quote Expires	5/30/2012
Prepared By	Marc Giroux
Preparer Phone	858-882-8173

BILLING DETAILS		SHIPPING DETAILS	
Company	Gila County Sheriff	Renewal TAP # 100-0-121 SO# 33135-1	
Billing Address	POB 311 1100 South Street Globe, AZ 85502		
Contact	Chief Admin Claudia DalMolin		
Phone	928-402-8572	Shipping Method	Ground
Email	cdalmolin@co.gila.az.us	Est. Ship Date	TBD
		Target Install Date	TBD

HARDWARE INFORMATION (Non-recurring costs)

QUANTITY	DESCRIPTION	Part #	PRICE	TOTALS

Hardware sub-total: $0.00

SERVICE INFORMATION (Monthly recurring costs)

QUANTITY	SERVICE TYPE--(Primary, Redundant, Temporary)	MB	TERM	PRICE	TOTALS
1	1544Kbps download x 512Kbps upload (Backup). Additional price per MB $1.40 with a monthly cap of $7,000	600	12 mo.	$275.00	$3,300.00
2	DID number's provided to Gila County $25.00 per DID per month		12 mo.	$25.00	$600.00
	Customer will have the availability to switch to Primary service should a disaster occur for a minimum of 30days. 1544Kbps download x 512Kbps upload at a cost of $1500 per month with a 5GB MVG				
1	VOIP 500 Included Minutes per Month (overage fee's $.55 per minute). Will have the ability to turn on when Primary service is added for a minimum of 60days at a cost of $180 per month.				
QUANTITY		RESPONSE TIME		PRICE	TOTALS

Monthly charge sub-total $325.00

Service Sub-total: $3,900.00

INSTALLATION DETAILS

Additional Details	Backup plan provides 600MB monthly usage. Additional MB are $1.40 each per month with a monthly cap of $7,000

PAYMENT TERMS:		
PROPOSAL OVERVIEW:	SUBTOTAL:	$3,900.00
Renewal of SO # 33135 starting June 30,2012 through July 1, 2013. Tachyon to provide voice communication services via satellite to Gila County for 12months. Site will have the option to switch to primary service with a minimum of 30days. All pricing remains unchanged to previous order.	Estimated Installation:	$0.00
	Estimated Shipping & Handling	$0.00
	ORDER TOTAL:	$3,900.00

All prices stated herein are US Dollar amounts.

All Quotations and acceptance of orders are based on Tachyon, Inc. terms and conditions of sale.

Hardware is FOB. San Diego, CA. All Taxes, Duties and Freight are not included.

I agree that the information above is correct and I wish to proceed with this order.

Signed by Client: _____ Print Name: Don E. McDaniel, Jr. Gila County Manager Date: 5/16/12

Accepted by Tachyon: _____ Print Name: ERIK HANSEN Date: 5/10/12