

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, SEPTEMBER 4, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Public recognition of 1 employee for August's "Spotlight on Employees" Program, as follows: Minda Thompson. **(Erica Raymond)**
- 3 **PUBLIC HEARINGS:**
 - A Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-09-01 accepting Vertical Heights Road into the County Maintained Road System as a County Highway. **(Steve Sanders)**
 - B Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-09-02, amending the Gila County Comprehensive Master Plan from Residential to Neighborhood Commercial-P&Z Case No. CPA-12-01, for an application submitted by Robert VerHeyen, agent for owner J Pak, for Gila County Tax Assessor's Tax Parcel 301-21-046, 6261 W. Hardscrabble Mesa Drive, Pine, Arizona. **(Robert Gould)**
 - C Public Hearing-Information/Discussion/Action to adopt Ordinance No. 11-05, amending the Gila County Planning and Zoning Ordinance, Planning and Zoning Case No. Z-12-01, for an application submitted by Robert VerHeyen, agent for owner J Pak, to rezone Gila County Tax Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona, from R1 (Residence One District) to C-2 (Commercial Two District). **(Robert Gould)**
- 4 **REGULAR AGENDA ITEMS:**
 - A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the 2012-2013 fiscal year in the amount of \$23,000 designated to Gila County for the period July 1, 2012, through June 30, 2013. **(Jacque Griffin)**

- B Information/Discussion/Action to approve a Library Service Agreement between the Gila County Library District and the Globe Public Library to cooperate in the provision of library services to the citizens of the District for the period July 1, 2012 through June 30, 2013 with a funding match up to \$116,750.00. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)
- C Information/Discussion/Action to adopt Resolution No. 12-09-03 electing the full Gila County share of the State Payment option, pursuant to Public Law 112-141, for the "Secure Rural Schools and Community Self-Determination Act of 2000" and further allocates 80 percent of the Gila County share to Title I - Secure Payments for Schools and Roads and 20 percent of the Gila County share to Title II - Special Projects. **(Jacque Griffin)**
- D Information/Discussion/Action to approve the submittal by the Gila County Public Works Department of the grant application for a "Secure Rural Schools and Community Self-Determination Act of 2000" Title II - Special Project Grant for fiscal year 2012 funding for a Forest Road 512 Surfacing Project. **(Steve Stratton, Steve Sanders, Jacque Griffin)**
- E Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Assessment of the Tonto Basin, Walnut, and 7/K Grazing Allotments, and to support the continued livestock grazing on these allotments within the Tonto Basin Ranger District, Gila County, Arizona. **(Jacque Griffin)**
- F Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held August 28, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**
- G Information/Discussion/Action to approve a Detention Services Intergovernmental Agreement No. 08-99-0015 between the United States Marshals Service and Gila County, on behalf of the Gila County Juvenile Detention Center, to continue to provide detention services to the United States Marshals Service at a rate of \$131.40 per detainee per day. **(Kendall Rhyne)**
- H To authorize the Chairman's signature on Amendment No. 2 to the Power Purchase Agreement between Gila County and Tioga Solar Gila, LLC, to relocate the Point of Delivery at the Globe Courthouse in the not-to-exceed amount of \$50,000. **(Joe Heatherly)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of an Intergovernmental Agreement for Election Services between Gila County and the Tri-City Fire District.
- B Approval of an Intergovernmental Agreement for Election Services between Gila County and the Christopher-Kohl's Fire District.

- C Approval of an Order to cancel November 6, 2012, governing board elections for the fire districts, water and wastewater improvement districts, sanitary districts, technological districts, college district, and school districts named on Attachments A through E.
- D Approval of Amendment No. 8 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors increasing the Contract amount from \$8,642,496 to \$8,699,003 due to the Gila-Pinal Workforce Investment Area exceeding 14 out of 15 core performance measures.
- E Authorization of the Chairman's signature on Amendment No. 3 to Professional Services Engineering Contract No. 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc. to increase the contract amount by \$20,000 for professional engineering services on the Pine Creek Canyon Road Reconstruction Project with the term ending June 30, 2013.
- F Approval of revisions to Public Works Division Policy No. RM 09-02 - Commercial Driver's License Expenses.
- G Approval of two Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on September 20, 2012, and September 22, 2012, during the Gila County Fair.
- H Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken of Rimside Grill to temporarily extend the Rimside Grill patio area in order to serve liquor in that area on September 22, 2012, and September 29-30, 2012 during special charity events.
- I Approval of the July 2012 monthly activity report submitted by the Payson Regional Constable.
- J Approval of the July 2012 monthly activity report submitted by the Globe Regional Justice Court.
- K Approval of the July 2012 monthly activity report submitted by the Recorder's Office.
- L Approval of the July 2012 monthly activity report submitted by the Payson Regional Justice of the Peace.
- M Acknowledgment of the Human Resources reports for the weeks of August 7, 2012, August 14, 2012, August 21, 2012, and August 28, 2012.
- N Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of August 4, 2012, to August 10, 2012, and the week of August 11, 2012, to August 17, 2012.
- O Approval of finance reports/demands/transfers for the weeks of August 28, 2012, and September 4, 2012.

- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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

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

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

ARF-1438

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Berthan Submitted By:

DeNero,
Human
Resources
Director

Erica Raymond, Human Resources
Assistant, Human Resources

Department: Human Resources

Information

Request/Subject

August 2012 "Spotlight on Employees" Program

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize 1 employee for August 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 1 employee for August's "Spotlight on Employees" Program, as follows: Minda Thompson. **(Erica Raymond)**

ARF-1403

Public Hearing 3- A

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Information

Request/Subject

To accept Vertical Heights Road into the County maintained road system as a County Highway

Background Information

On Sept. 20, 2011, the Board accepted a citizen's petition and directed the County Engineer to survey the road, prepare maps, and come before the Board at a future date with the results of that survey so the Board could decide whether or not to create a County Highway.

Evaluation

The survey and map are complete. Easements were required from owners along the road and the needed easements have been granted to the County.

Conclusion

Vertical Heights Road begins at the intersection of Pinal Creek Drive and runs in a westerly and northerly direction for approximately fifty eight hundred feet (5800'). The first four thousand feet (4000') is a County Highway. Establishing the remaining portion of the road would be consistent with the beginning portion of the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works to accept Vertical Heights Road into the County Maintained Road System as a County Highway.

Suggested Motion

Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-09-01 accepting Vertical Heights Road into the County Maintained Road System as a County Highway. **(Steve Sanders)**

Attachments

Resolution No. 12-09-01

Fee No. 2012-006167

Fee No. 2012-006168

Fee No. 2012-006169

Record of Survey Map

Legal Notice



RESOLUTION NO. 12-09-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING VERTICAL HEIGHTS ROAD AS DESCRIBED IN FEE NOS. 2012-006167, 2012-006168, AND 2012-006169, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, INTO THE GILA COUNTY MAINTAINED ROADWAY SYSTEM AS A COUNTY HIGHWAY.

WHEREAS, in accordance with the provisions of A.R.S. §28-6701 the Gila County Board of Supervisors may establish, alter or abandon a highway in the county; and,

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Gila County Board of Supervisors that Vertical Heights Road, as described in Fee Nos. 2012-006167, 2012-006168, and 2012-006169, Gila County Records, Gila County, Arizona, be accepted into the Gila County Maintained Roadway System as a County Highway.

PASSED AND ADOPTED this 4th day of September 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



When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **DONALD D. MCGREGOR**, does hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "C" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 16 day of May 2012

Donald D. McGregor
Donald D. McGregor

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this 16 day of May, 2012, before me, the undersigned Notary Public, personally appeared *Donald D. McGregor*, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 4-13-15

Shannon Boyer
Notary Public





Exhibit C

LEGAL DESCRIPTION (A portion of Parcel No. 205-01-025Q)

Gila County Public Works
Job No. GC2011-25 (McGregor to Gila County)

May 7, 2012
Page 1 of 3

PARCEL A

A strip of land being 60.00 feet in width, located in the Northeast Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Docket 491, Pages 465-466, records of the Gila County Recorder, Gila County, Arizona. Said strip of land being 30.00 feet each side of the following the following survey reference line:

Commencing at a 1 inch square head bolt, marking the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 15, from which point, a 1/2 inch pipe, with tag stamped LS 5703, marking the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 15 bears South 89°12'48" West a distance of 1318.85 feet;

THENCE South 89°12'48" West a distance of 659.35 feet;

THENCE North 00°26'34" West a distance of 18.74 feet to the POINT OF BEGINNING of said survey reference line;

THENCE North 53°37'51" West a distance of 408.73 feet;

THENCE northwesterly 123.89 feet along a tangent curve to the left, having a radius of 515.00 feet, a delta of 13°46'58" Left, a chord distance of 123.59 feet and a chord bearing of North 60°31'20" West to a point on the northerly boundary line of that portion of Vertical Heights Road as described in Document Id No. 2003-011702, records of said Gila County Recorder;

THENCE North 67°24'49" West a distance of 47.47 feet;

THENCE northwesterly 153.05 feet along a tangent curve to the right, having a radius of 130.00 feet, a delta of 67°27'25" Right, a chord distance of 144.37 feet and a chord bearing of North 33°41'07" West;



Gila County Public Works
Job No. GC2011-25 (McGregor to Gila County)

May 7, 2012
Page 2 of 3

THENCE North 00°02'36" East a distance of 153.19 feet;

THENCE northeasterly 104.03 feet along a tangent curve to the right, having a radius of 375.00 feet, a delta of 15°53'42" Right, a chord distance of 103.70 feet and a chord bearing of North 07°59'26" East;

THENCE North 15°56'17" East a distance of 105.02 feet;

THENCE northeasterly 100.37 feet along a tangent curve to the left, having a radius of 285.00 feet, a delta of 20°10'44" Left, a chord distance of 99.86 feet and a chord bearing of North 05°50'55" East;

THENCE North 04°14'27" West a distance of 67.10 feet;

THENCE northwesterly 145.94 feet along a tangent curve to the right, having a radius of 1100.00 feet, a delta of 07°36'05" Right, a chord distance of 145.83 feet and a chord bearing of North 00°26'24" West;

THENCE North 03°21'38" East a distance of 96.89 feet;

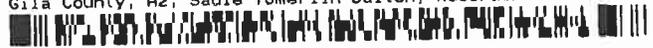
THENCE northeasterly 94.06 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 51°19'31" Right, a chord distance of 90.95 feet and a chord bearing of North 29°01'24" East to a point on the northerly boundary line of that property described in Docket 491, Pages 465-466, records of said Gila County Recorder;

THENCE northeasterly 50.32 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 27°27'32" Right, a chord distance of 49.84 feet and a chord bearing of North 68°24'56" East;

THENCE North 82°08'42" East a distance of 58.18 feet;

THENCE northeasterly 109.02 feet along a tangent curve to the left, having a radius of 150.00 feet, a delta of 41°38'35" Left, a chord distance of 106.64 feet and a chord bearing of North 61°19'25" East ;

THENCE North 40°30'07" East a distance of 71.53 feet to the terminal point of said survey reference line;



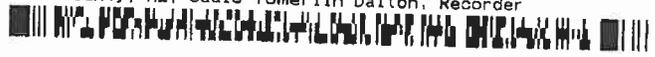
**Gila County Public Works
Job No. GC2011-25 (McGregor to Gila County)**

**May 7, 2012
Page 3 of 3**

EXCEPT any portion of said strip lying south of the northerly line of that land described in Docket 816, Pages 783-784, records of said Gila County Recorder;

EXCEPT any portion of said strip lying north of the southerly line of that land described in Document Id No. 2006-017614, records of said Gila County Recorder.

Parcel A having an area of 1.483 acres, more or less.



When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **PATTY J. BAACK, Trustee of the BAACK LIVING TRUST**, does hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "B" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 10 day of May 2012

Patty J. Baack
PATTY J. BAACK

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this 10th day of May, 2012, before me, the undersigned Notary Public, personally appeared Patty J. Baack, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 4-13-15

Shannon Boyer
Notary Public





Exhibit B

LEGAL DESCRIPTION (A portion of Parcel No. 205-01-046A)

Gila County Public Works
Job No. GC2011-25 (Baack to Gila County)

April 30, 2012
Page 1 of 2

A strip of land, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No.'s 2006-002997 and 2006-002999, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 1/2 inch rebar, with tag stamped LS 8022, marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 15, from which point a 5/8 inch rebar, with tag stamped LS 2648, marking the Center Quarter corner of said Section 15 bears South 89°58'22" East a distance of 1309.53 feet;

THENCE South 89°58'22" East a distance of 654.77 feet the west boundary line of said property described in Document Id No. 2006-002997;

THENCE North 00°29'42" West, along said west boundary line, a distance of 248.27 feet to the TRUE POINT OF BEGINNING;

THENCE North 00°29'42" West a distance of 387.61 feet;

THENCE North 89°30'18" East a distance of 30.00 feet;

THENCE South 15°30'46" West a distance of 68.96 feet;

THENCE South 05°15'33" West a distance of 59.67 feet;

THENCE South 06°29'42" East a distance of 212.89 feet;

THENCE southwesterly 55.19 feet along a tangent curve to the right, having a radius of 50.00 feet, a delta of 63°14'54" Right, a chord distance of 52.43 feet and a chord bearing of South 25°07'45" West;



Gila County Public Works
Job No. GC2011-25 (Baack to Gila County)

April 25, 2012
Page 2 of 2

**THENCE South 56°45'12" West a distance of 5.44 feet to the POINT OF
BEGINNING, having an area of 0.144 acres, more or less.**



Exhibit A

LEGAL DESCRIPTION

(Easement over a portion of Parcel No. 205-01-031D)

Gila County Public Works
Job No. GC2011-25 (Mangum to Gila County)

April 25, 2012
Page 1 of 5

PARCEL NO. 1

A strip of land, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2006-017614, records of the Gila County Recorder, Gila County, Arizona. Said strip of land being 30.00 feet easterly, southerly and southeasterly of, and also being parallel and concentric with, the following survey reference line:

Commencing at a 1/2 inch rebar, with tag stamped LS 8022, marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 15, from which point a 5/8 inch rebar, with tag stamped LS 2648, marking the Center Quarter corner of said Section 15 bears South 89°58'22" East a distance of 1309.53 feet;

THENCE South 40°47'39" East a distance of 232.94 feet to a point, hereinafter referred to as Reference Point A, point also being the POINT OF BEGINNING of said survey reference line;

THENCE North 03°21'38" East a distance of 96.89 feet;

THENCE northeasterly 94.06 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 51°19'31" Right, a chord distance of 90.95 feet and a chord bearing of North 29°01'24" East to a point on the southerly boundary of that property described in Document Id No. 2006-017614, records of said Gila County Recorder, said point hereinafter referred to as Reference Point B;

THENCE northeasterly 17.76 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 9°41'27" Right, a chord distance of 17.74 feet and a chord bearing of North 59°31'53" East to a point, hereinafter referred to as Reference Point C;



Gila County Public Works
Job No. GC2011-25 (Mangum to Gila County)

April 25, 2012
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THENCE northeasterly 32.56 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 17°46'06" Right, a chord distance of 32.43 feet and a chord bearing of North 73°15'39" East;

THENCE North 82°08'42" East a distance of 58.18 feet;

THENCE northeasterly 18.67 feet along a tangent curve to the left, having a radius of 150.00 feet, a delta of 7°07'48" Left, a chord distance of 18.65 feet and a chord bearing of North 78°34'48" East to a point, hereinafter referred to as Reference Point D;

THENCE northeasterly 90.35 feet along a tangent curve to the left, having a radius of 150.00 feet, a delta of 34°30'47" Left, a chord distance of 88.99 feet and a chord bearing of North 57°45'30" East;

THENCE North 40°30'07" East a distance of 71.53 feet;

THENCE northeasterly 59.84 feet along a tangent curve to the right, having a radius of 300.00 feet, a delta of 11°25'42" Right, a chord distance of 59.74 feet and a chord bearing of North 46°12'58" East;

THENCE North 51°55'50" East a distance of 34.03 feet to a point, hereinafter referred to as Reference Point E and the terminal point of said survey reference line.

EXCEPT any portion of said strip of land lying south of the northerly line of that land described in Docket 491, Pages 465-466, records of said Gila County Recorder .

Parcel No. 1 having an area of 0.236 acres, more or less.



Gila County Public Works
Job No. GC2011-25 (Mangum to Gila County)

April 25, 2012
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PARCEL NO. 2

A strip of land, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2006-017614, records of the Gila County Recorder, Gila County, Arizona. Said strip of land being 30.00 feet west, northerly and northwesterly of, and also being parallel and concentric with, the following portions of the survey reference line previously described for PARCEL NO. 1: Reference Point A to Reference Point B and from Reference Point D to Reference Point E.

EXCEPT any portion of said strip lying south of the northerly line of that land described in Docket 491, Pages 465-466, records of said Gila County Recorder .

Parcel No. 2 having an area of 0.185 acres, more or less.

PARCEL NO. 3

A strip of land, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2006-017614, records of the Gila County Recorder, Gila County, Arizona. Said strip of land being 20.00 feet west, northerly and northwesterly of, and also being parallel and concentric with, the following portion of the survey reference line previously described for PARCEL NO. 1: Reference Point C to Reference Point D.

Parcel No. 3 having an area of 0.051 acres, more or less.

PARCEL NO. 4

A strip of land located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2006-017614, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:



Gila County Public Works
Job No. GC2011-25 (Mangum to Gila County)

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Commencing at a 1/2 inch rebar, with tag stamped LS 8022, marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 15, from which point a 5/8 inch rebar, with tag stamped LS 2648, marking the Center Quarter corner of said Section 15 bears South 89°58'22" East a distance of 1309.53 feet;

THENCE South 89°58'22" East a distance of 201.99 feet to a point on the northerly line of that land described in Docket 491, Pages 465-466, records of said Gila County Recorder, and the TRUE POINT OF BEGINNING;

THENCE northeasterly 17.76 feet along a tangent curve to the right, having a radius of 105.00 feet, a delta of 9°41'27" Right, a chord distance of 17.74 feet and a chord bearing of North 59°31'53" East;

THENCE North 25°37'24" West a distance of 20.00 feet;

THENCE South 83°56'09" West a distance of 24.12 feet;

THENCE South 35°18'51" East a distance of 30.00 feet to the POINT OF BEGINNING;

EXCEPT any portion of said strip lying south of the northerly line of that land described in Docket 491, Pages 465-466, records of said Gila County Recorder .

Parcel No. 4 having an area of 0.011 acres, more or less.

PARCEL NO. 5

A strip of land located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2006-017614, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Beginning at Reference Point E of the survey reference line previously described for PARCEL NO. 1, from which point the 1/2 inch rebar, with tag stamped LS 8022, marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 15 bears South 69°23'06" West a distance of 551.20 feet;



Gila County Public Works
Job No. GC2011-25 (Mangum to Gila County)

April 25, 2012
Page 5 of 5

THENCE North 38°04'10" West a distance of 30.00 feet;

THENCE North 60°44'02" East a distance of 142.73 feet;

THENCE northeasterly 35.20 feet along a tangent curve to the left, having a radius of 30.00 feet, a delta of 67°13'44" Left, a chord distance of 33.22 feet and a chord bearing of North 27°07'10" East;

THENCE North 06°29'42" West a distance of 189.60 feet;

THENCE North 01°23'33" East a distance of 145.19 feet to a point on the northerly boundary line of said property described in Document Id No. 2006-017614;

THENCE South 89°58'49" East, along said northerly boundary line, a distance of 30.00 feet to the northeast corner of said property described in Document Id No. 2006-017614;

THENCE South 00°29'42" East, along the easterly boundary line of said property described in Document Id No. 2006-017614, a distance of 402.61 feet;

THENCE South 56°45'12" West a distance of 141.36 feet;

THENCE North 38°04'10" West a distance of 30.00 feet to the POINT OF BEGINNING, having an area of 0.420 acres, more or less.

STATE OF ARIZONA, COUNTY OF GILA,
I DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED
AND RECORDED AT THE REQUEST OF:

DATE: _____ TIME: _____
SURVEY MAP NO. _____, OFFICIAL RECORDS OF GILA COUNTY,
ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR
FIRST ABOVE WRITTEN.
SADIE TOMERLIN DALTON, COUNTY RECORDER
BY: _____

RECORD OF SURVEY

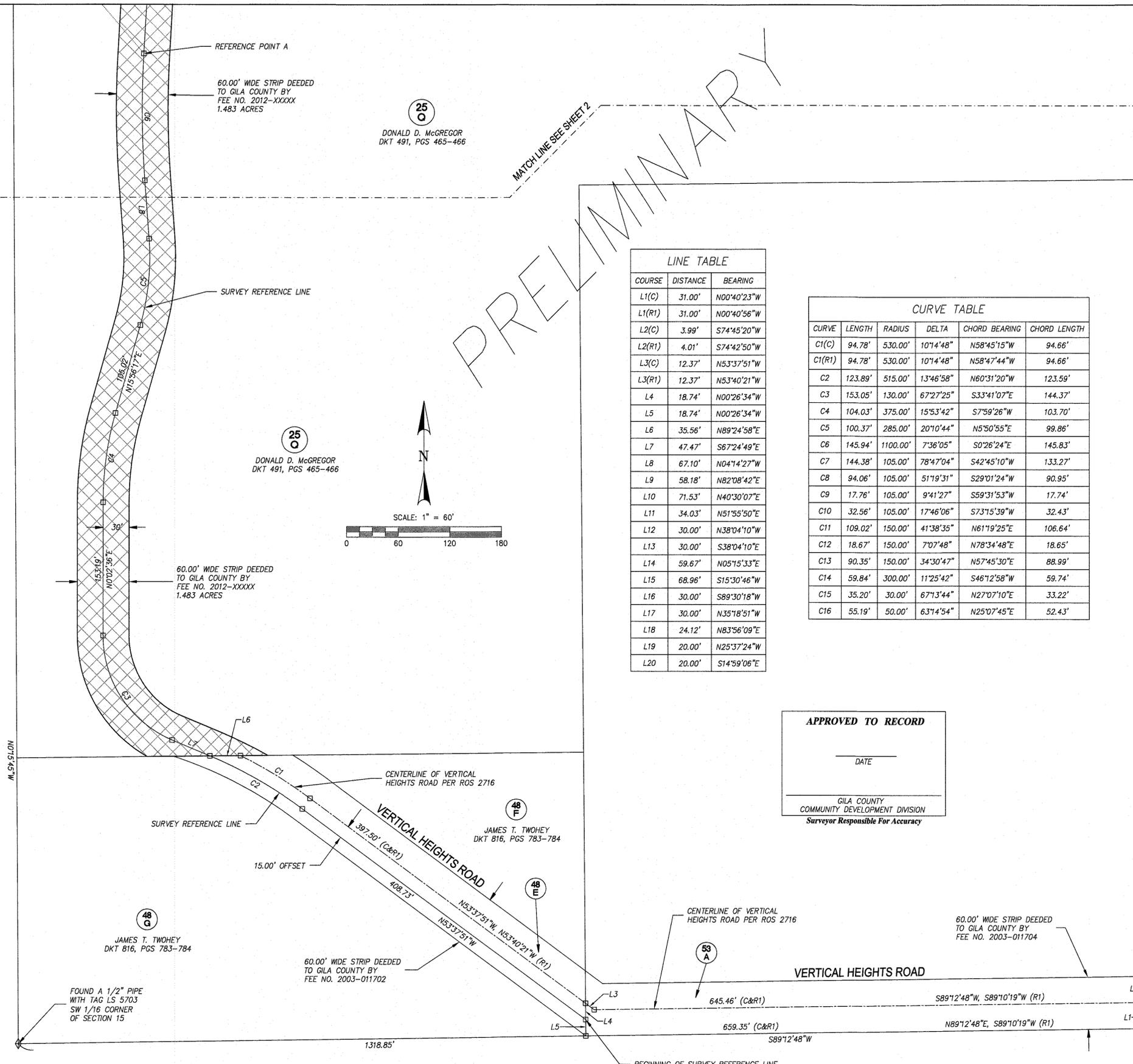
SHOWING
THAT PROPERTY DESCRIBED IN
DOCUMENT ID NO.'S 2012-XXXXXX,
2012-XXXXXX AND 2012-XXXXXX,
RECORDS OF THE GILA COUNTY RECORDER,
SITUATE IN
THE SE 1/4 OF THE NW 1/4
AND
THE NE 1/4 OF THE SW 1/4
OF SECTION 15,
TOWNSHIP 1N, RANGE 15E,
GILA AND SALT RIVER MERIDIAN,
GILA COUNTY, ARIZONA.

NOTE:
THIS MAP IS BEING RECORDED TO CLARIFY AND DELINEATE THAT
PORTION OF VERTICAL HEIGHTS ROAD DEDICATED AND ACCEPTED
BY THE GILA COUNTY BOARD OF SUPERVISORS PER RESOLUTION
NO. XX-XX-XX, RECORDED IN DOCUMENT ID NO. 2012-XXXX,
RECORDS OF THE GILA COUNTY RECORDER.

LEGEND

- ⊕ = FOUND SECTION OR FRACTIONAL SECTION CORNER UNLESS OTHERWISE NOTED.
- = CALCULATED POINT
- = FOUND MONUMENT AS NOTED
- ② 11 B = TAX PARCEL NUMBER - TAX BOOK 205, MAP 01
- C1 = CURVE REFERENCE, SEE CURVE TABLE
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- (R4) = UNRECORDED SURVEY BY J. H. QUAY - LS 8022, DATED APRIL OF 1976, FILES OF THE GILA COUNTY ENGINEERING OFFICE, STRATTON FILES - DRAWING REF. NO. S76-14a.
- (R5) = WARRANTY DEED, FEE NO. 2006-002997
- (R6) = WARRANTY DEED, FEE NO. 2006-002999
- (R7) = WARRANTY DEED, FEE NO. 2006-017614
- (M) = MEASURED COURSES.
- (C) = CALCULATED COURSES.

NOTES: 1.) COURSES SHOWN BETWEEN MONUMENTS ARE MEASURED COURSES. ALL OTHER COURSES SHOWN HEREIN ARE CALCULATED UNLESS OTHERWISE NOTED.
2.) THIS MAP MAY NOT REFLECT INFORMATION THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.



LINE TABLE		
COURSE	DISTANCE	BEARING
L1(C)	31.00'	N00°40'23"W
L1(R1)	31.00'	N00°40'56"W
L2(C)	3.99'	S74°45'20"W
L2(R1)	4.01'	S74°42'50"W
L3(C)	12.37'	N53°37'51"W
L3(R1)	12.37'	N53°40'21"W
L4	18.74'	N00°26'34"W
L5	18.74'	N00°26'34"W
L6	35.56'	N89°24'58"E
L7	47.47'	S67°24'49"E
L8	67.10'	N04°14'27"W
L9	58.18'	N82°08'42"E
L10	71.53'	N40°30'07"E
L11	34.03'	N51°55'50"E
L12	30.00'	N38°04'10"W
L13	30.00'	S38°04'10"E
L14	59.67'	N05°15'33"E
L15	68.96'	S15°30'46"W
L16	30.00'	S89°30'18"W
L17	30.00'	N35°18'51"W
L18	24.12'	N83°56'09"E
L19	20.00'	N25°37'24"W
L20	20.00'	S14°59'06"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1(C)	94.78'	530.00'	10°14'48"	N58°45'15"W	94.66'
C1(R1)	94.78'	530.00'	10°14'48"	N58°47'44"W	94.66'
C2	123.89'	515.00'	13°46'58"	N60°31'20"W	123.59'
C3	153.05'	130.00'	67°27'25"	S33°41'07"E	144.37'
C4	104.03'	375.00'	15°53'42"	S7°59'26"W	103.70'
C5	100.37'	285.00'	20°10'44"	N5°50'55"E	99.86'
C6	145.94'	1100.00'	7°36'05"	S0°26'24"E	145.83'
C7	144.38'	105.00'	78°47'04"	S42°45'10"W	133.27'
C8	94.06'	105.00'	51°19'31"	S29°01'24"W	90.95'
C9	17.76'	105.00'	9°41'27"	S59°31'53"W	17.74'
C10	32.56'	105.00'	17°46'06"	S73°15'39"W	32.43'
C11	109.02'	150.00'	41°38'35"	N61°19'25"E	106.64'
C12	18.67'	150.00'	7°07'48"	N78°34'48"E	18.65'
C13	90.35'	150.00'	34°30'47"	N57°45'30"E	88.99'
C14	59.84'	300.00'	11°25'42"	S46°12'58"W	59.74'
C15	35.20'	30.00'	67°13'44"	N27°07'10"E	33.22'
C16	55.19'	50.00'	63°14'54"	N25°07'45"E	52.43'

APPROVED TO RECORD
DATE _____
GILA COUNTY
COMMUNITY DEVELOPMENT DIVISION
Surveyor Responsible For Accuracy

CERTIFICATION:
THIS MAP REPRESENTS A SURVEY DONE UNDER MY
SUPERVISION AND IS CORRECT TO THE BEST OF MY
KNOWLEDGE.
Mark C. Guarena, R.L.S. No. 39196 Date _____



GILA COUNTY PUBLIC WORKS
STEVE STRATTON, DIRECTOR
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
(928) 425-3231
DATE: 04-02-12 SCALE: 1" = 60'

RECORD OF SURVEY

GILA COUNTY

SHEET 1 OF 3
JOB No. GC2011-25

NOTE: SEE SHEET 3 OF 3 FOR MORE INFORMATION

LINE TABLE		
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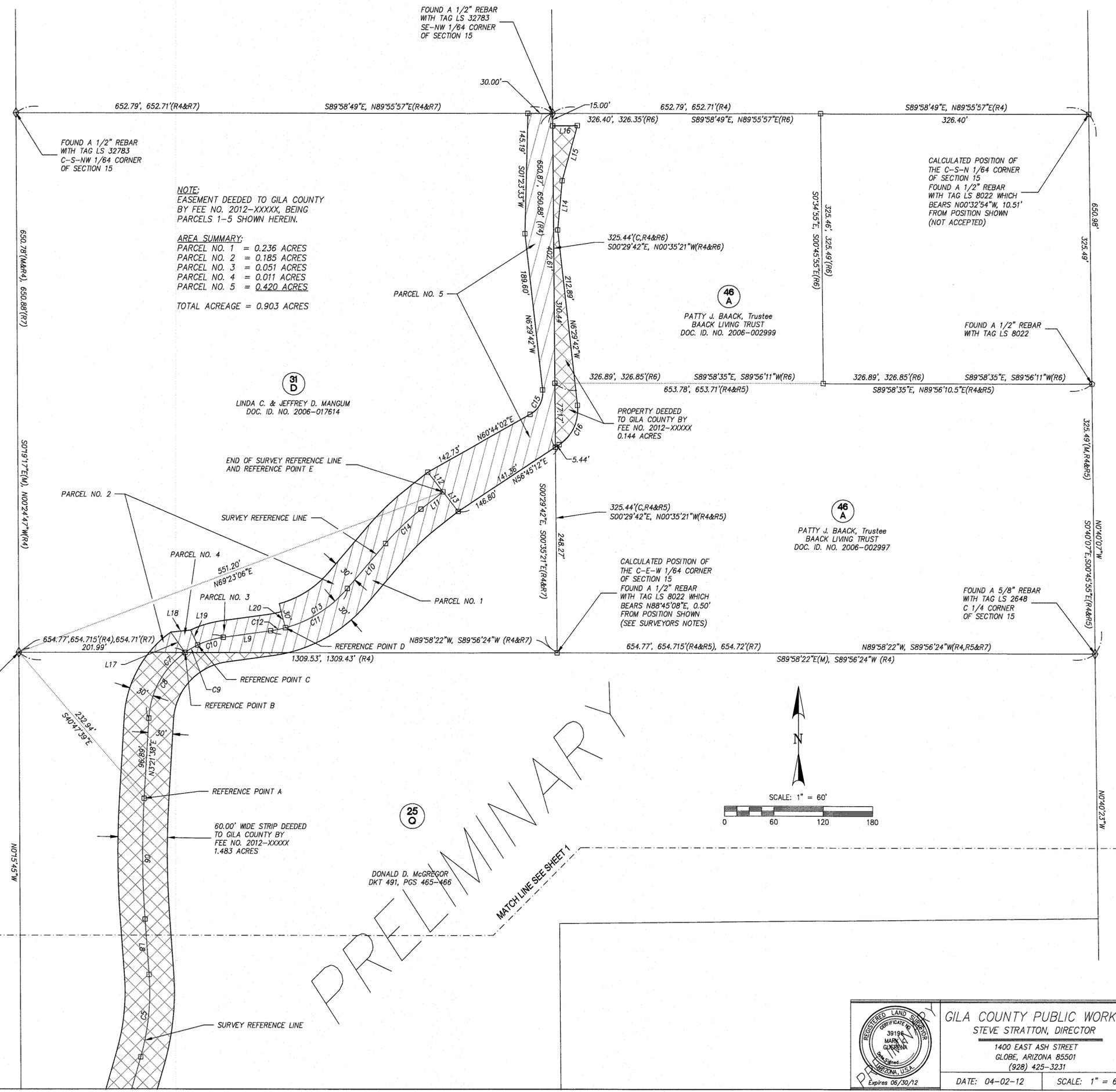
NOTE:
EASEMENT DEEDED TO GILA COUNTY
BY FEE NO. 2012-XXXXX, BEING
PARCELS 1-5 SHOWN HEREIN.

AREA SUMMARY:
PARCEL NO. 1 = 0.236 ACRES
PARCEL NO. 2 = 0.185 ACRES
PARCEL NO. 3 = 0.051 ACRES
PARCEL NO. 4 = 0.011 ACRES
PARCEL NO. 5 = 0.420 ACRES
TOTAL ACREAGE = 0.903 ACRES

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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- (R7) = WARRANTY DEED, FEE NO. 2006-017614
- (M) = MEASURED COURSES.
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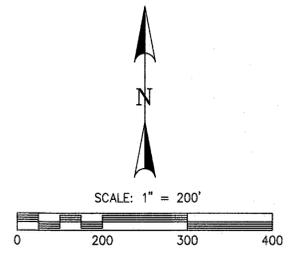
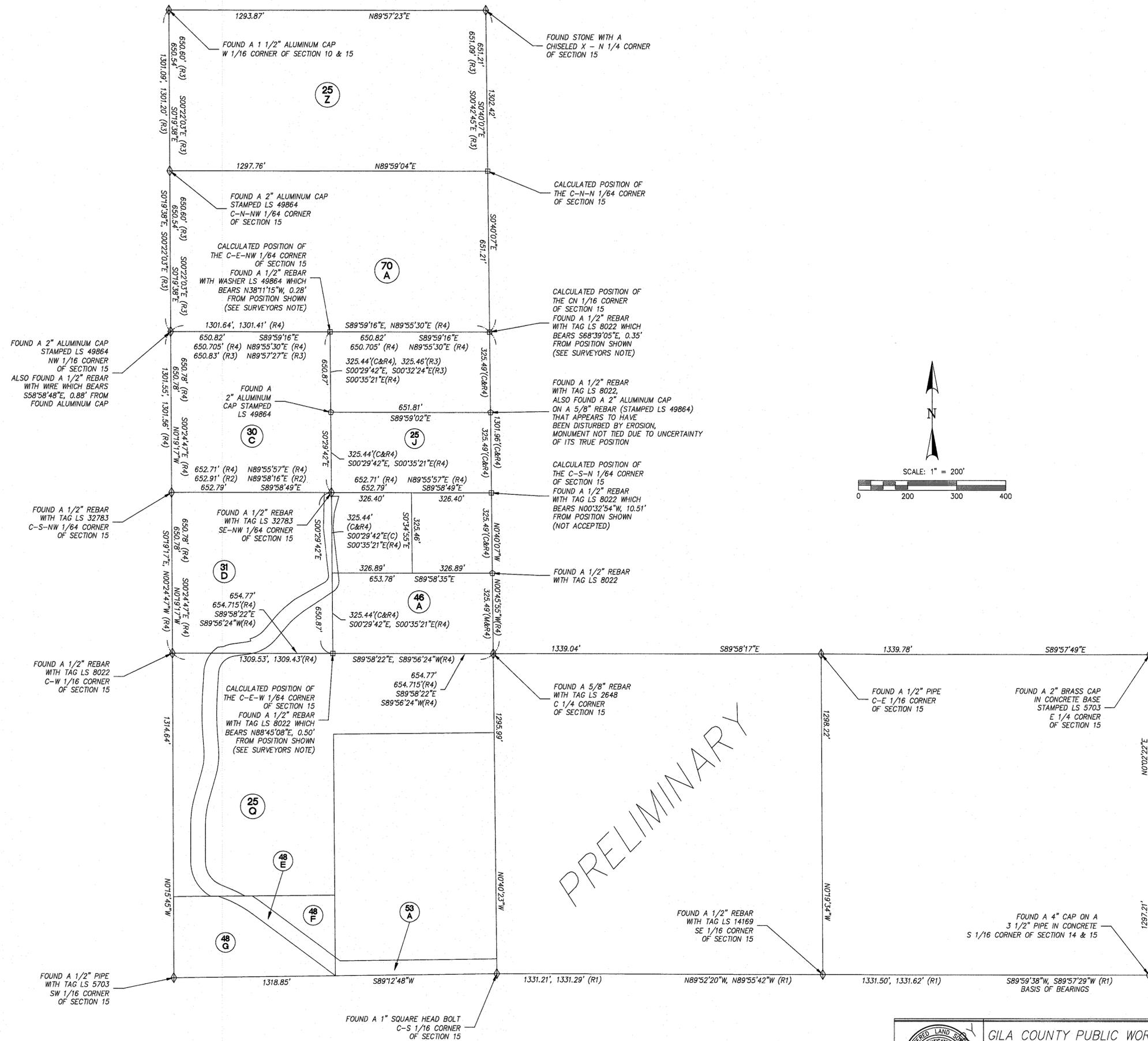
PRELIMINARY



GILA COUNTY PUBLIC WORKS
STEVE STRATTON, DIRECTOR
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
(928) 425-3231
DATE: 04-02-12 SCALE: 1" = 60'

RECORD OF SURVEY	
GILA COUNTY	SHEET 2 OF 3
JOB No. GC2011-25	

NOTE: SEE SHEET 3 OF 3 FOR MORE INFORMATION



SURVEYORS NOTE:
 AN UNRECORDED SURVEY PLAT (SEE R4) SEALED BY J.H. QUAY (LS 8022) IN 1976, SHOWS A DIVISION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 15. DEEDS IN THIS AREA REFLECT THE BREAKDOWN OF THIS PORTION OF THE SECTION PER QUAY'S SURVEY. DURING THE COURSE OF THIS SURVEY, SEVERAL OF QUAY'S MONUMENTS WERE FOUND TO BE CONSISTENT WITH THE DIMENSIONS OF SAID UNRECORDED PLAT. HOWEVER, SOME OF HIS FOUND MONUMENTS WERE NOT CONSISTENT WITH HIS PLAT AND THEREFORE WERE NOT GIVEN AS MUCH WEIGHT AS THOSE THAT WERE. ALSO FOUND DURING THIS SURVEY WERE MONUMENTS SET BY LS 32783 (SEE R2) AND LS 49864 (SEE R3) WITHIN SAID SE 1/4 OF THE NW 1/4 OF SECTION 15. THE LINES SHOWN HEREIN ARE MY INTERPRETATION OF THE BREAKDOWN OF SECTION 15 IN THIS AREA WITH CONSIDERATION GIVEN TO ALL THREE SURVEYS.

- LEGEND**
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PRELIMINARY



GILA COUNTY PUBLIC WORKS
 STEVE STRATTON, DIRECTOR
 1400 EAST ASH STREET
 GLOBE, ARIZONA 85501
 (928) 425-3231
 DATE: 04-02-12 SCALE: 1" = 200'

RECORD OF SURVEY	
GILA COUNTY	SHEET 3 OF 3
JOB No. GC2011-25	

LEGAL PUBLICATION

NOTICE OF HEARING

PUBLIC NOTICE IS HEREBY GIVEN that at the hour of 10:00 AM on Tuesday, September 04, 2012 at the Gila County Courthouse, 1400 East Ash Street, Globe, Arizona, the Gila County Board of Supervisors shall consider the feasibility, advantage and necessity of Vertical Heights Road, being declared a County Highway and accepting said road for maintenance into the Gila County Maintained Roadway System, and pursuant to A.R.S. §28-6701 and §28-6702.

All interested parties are ordered then and there to appear and show cause, if any they may have, regarding whether the described Vertical Heights Road, shall be declared as a County Highway and accepted into the Gila County Maintained Roadway System.

TAKE FURTHER NOTICE that any person(s) desiring to object to the purpose and the date of the hearing shall submit a statement in writing setting forth their objection or opposition to: JOHN NELSON, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

Arizona Silver Belt

Publication Dates: Wednesday, August 08, 2012
 Wednesday, August 15, 2012

APPROVED BY:



Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division Division: Community Development Administration

Information

Request/Subject

Adoption of Resolution No. 12-09-02 Regarding P&Z Department Case No. CPA-12-01, an application from Robert VerHeyen, agent for owner, J Pak.

Background Information

Owner is requesting that the Comprehensive Plan be amended to change the property from Residential to Community Commercial to allow a retail business. Owner is proposing a business such as a candle shop or real estate office, one that does not result in noise or nuisance issues. There are existing structures on the property-a garage that was permitted in 2005, and a structure built as a single family residence prior to 2000 with covered decks added in 2008. Many of the neighboring properties are currently zoned commercial, including a construction office to the east, and Pine Deli across the street to the north; however, there is residential zoning to the south and west of the subject property.

Evaluation

The existing structures on the property will have to be remodeled to be in compliance with building code requirements for commercial projects.

Conclusion

There are commercial businesses across the street and adjacent to this property. Because of this, the proposed Comprehensive Plan amendment will fit with the current character of the area; essentially, this Comprehensive Plan amendment would be an expansion of an existing commercial district.

Recommendation

The Gila County Planning and Zoning Commission held a public hearing on August 16th, 2012, on P&Z Case No. CPA-12-01 and unanimously recommended approval with the following conditions concerning the rezoning of the property:

1. The south and west property lines shall be screened from residential areas by a six foot high fence, wall or landscape screen approved by the Planning and Zoning Director.
2. Parking shall be paved or an alternative method of dust control must be approved by the Planning and Zoning Director.
3. A Development Plan shall be submitted before building permits can be obtained for commercial use.
4. If the property is not put into use a a commercial business within three years, it may revert back to the Residential 2 to 3.5 du/acre designation in the Comprehensive Plan.
5. Access to Lamina Lane shall not be blocked for any reason.

Suggested Motion

Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-09-02, amending the Gila County Comprehensive Master Plan from Residential to Neighborhood Commercial-P&Z Case No. CPA-12-01, for an application submitted by Robert VerHeyen, agent for owner J Pak, for Gila County Tax Assessor's Tax Parcel 301-21-046, 6261 W. Hardscrabble Mesa Drive, Pine, Arizona. **(Robert Gould)**

Attachments

Legal Ad

Staff Report

Resolution and Exhibit

Assessors Map

Comp Plan Map

Neighborhood Commercial Use

Letter of opposition

Letter of opposition

LEGAL NOTICE
GILA COUNTY
PLANNING & ZONING COMMISSION
BOARD OF SUPERVISORS

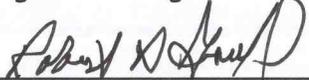
NOTICE IS HEREBY GIVEN that the Gila County Planning & Zoning Commission at their regularly scheduled meeting of July 19th, 2012 tabled this application and will hold a public hearing on AUGUST 16TH, 2012, and the Board of Supervisors will hold a public hearing on SEPTEMBER 4TH, 2012 concerning an application for P & Z Case No. CPA-12-01, applicant is Robert VerHeyen, owner is J Pak; a request to amend the Comprehensive Master Plan from Residential - 2 to 3.5 du/ac to Neighborhood Commercial to allow a retail business with hours of operation to be approximately 9:00 am to 5:00 pm, Tuesday through Saturday. *The Board of Supervisors will not hear this item on August 20th, 2012 as previously advertised.*

The P & Z Commission hearing will be held at 10:00 a.m. in the Payson Board of Supervisors Conference Room located at 610 E. Highway 260, Payson, AZ. The Board of Supervisors hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room, 1400 E. Ash Street, Globe, Arizona. Both meetings will be available by video conference from the Public Works Administration Building located at 745 N. Rose Mofford Way, Globe, AZ.

The Board of Supervisors hearing date will be continued if the Planning & Zoning Commission has not given a recommendation. Citizens may file a statement in writing for or against the Conditional Use Permit request or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses listed below.

Information regarding these applications will be available for review in the Gila County Community Development Division offices, located at 745 N Rose Mofford Way in Globe, Arizona and at 608 E. Highway 260 in Payson, Arizona. Citizens may also call the offices at 928-425-3231 EXT 8513 (Globe) or at 928-474-9276 (Payson), during normal business hours.

Planning and Zoning

By: 

Robert A. Gould, Community Development Director

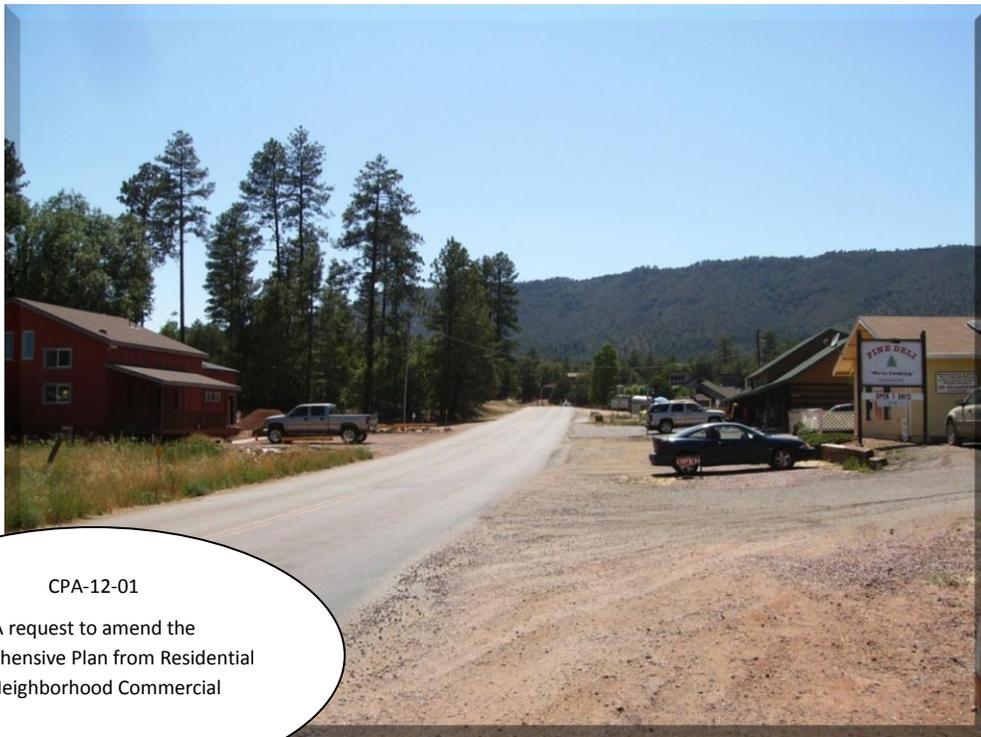
Publications:

Arizona Silver Belt
Payson Roundup

One Publication: August 8th, 2012
One Publication: August 3rd, 2012



Staff Report to the Board of Supervisors



CPA-12-01

A request to amend the
Comprehensive Plan from Residential
to Neighborhood Commercial

August 10, 2012

I APPLICATION

Applicant Name	Robert VerHeyen, agent for owner
Applicant Address	15656 N 18 th St, Phoenix, AZ 85022
Site Address	6261 W Hardscrabble Mesa Dr, Pine
APN Number	301-21-046
Current Zoning Designation	R1-D8
Current Comprehensive Plan Designation	Residential 2-3.5 du/acre
Application Number	CPA-12-01

II PURPOSE & DESCRIPTION

Owner is requesting that the Comprehensive Plan be amended to change the property from Residential to Neighborhood Commercial to allow a retail business. Owner is proposing a business such as a candle shop or real estate office, one that does not result in noise or nuisance issues. The existing structures on the property will have to be remodeled to be in compliance with building code requirements for commercial projects.

III PRIMARY ISSUE OR ISSUES TO CONSIDER

The primary issue to consider is whether the amendment to the Comprehensive Plan will be compatible with surrounding properties.

IV BACKGROUND

There are existing structures on the property—a garage that was permitted in 2005, and another that was built as a single family residence prior to 2000 (permit #4751, no date on paperwork), with covered decks added in 2008.

Many of the neighboring properties are currently shown as Neighborhood Commercial on the Comprehensive Plan Map; however, the properties to the south and west of the subject property are shown as Residential, 2 to 3.5 du/ac (see Attachment “A”, Comprehensive Plan Map). The residential property to the west is separated from the subject property by a 10’ dirt road, known as Lamina Lane, that leads to the residential properties to the south.

V ANALYSIS

Access to property is off of Hardscrabble Mesa Rd, and parking is available in front of the existing building. The parcel is relatively level in the front, with a gentle slope to the rear (south). There is residential property to the south and west, so any commercial activities would have to be appropriately screened with a six foot opaque wall, fence or approved landscape screen. Applicant plans to have ADA parking on the west side of the property, accessed by Lamina Lane.

The following table is a comparison of current and proposed Comprehensive Plan designations:

Residential 2 to 3.5 du/ac	Neighborhood Commercial
Low-density detached residential suburban development is preferred	Areas of the county where limited shopping and basic commercial services for the immediate area are preferred
Includes private lands where adequate Community facilities, access and emergency response services are available to allow the division of land into smaller individual lots or parcels	Neighborhood Commercial areas shall not be greater than five (5) acres in size and shall be designed to be compatible with the character of the surrounding community
Permitted uses include: Farming, ranching and those uses otherwise permitted by state statute. Other non-residential land uses may be permitted if allowed in the zoning district designated for the parcel, if located on a cumulative total of less than two acres and if separated and buffered from adjacent existing residential uses and adjacent residentially-designated (on the Land Use Plan) uses	Typically, but not always, located at intersections of streets that include traffic which is primarily generated from the immediate area

VI SUMMARY

There are commercial businesses across the street and adjacent to this property. Because of this, the proposed Comprehensive Plan amendment to Neighborhood Commercial will fit with the current character of the area; essentially, this Comprehensive Plan amendment would be an expansion of an existing commercial district to serve the nearby neighborhoods.

VII RECOMMENDATION

That the Board of Supervisors approve application CPA-12-01; that parcel 301-21-046 be amended on the Comprehensive Plan from Residential 2 to 3.5 du/ac to Neighborhood Commercial, when the following conditions are met:

1. The south and west property lines shall be screened from residential areas by a six foot high fence, wall or landscape screen approved by the Planning & Zoning Director.
2. Parking shall be paved, or an alternative method of dust control must be approved by the Planning & Zoning Director.
3. A Development Plan shall be submitted before building permits can be obtained for the commercial use.
4. If the property is not put into use as a commercial business within three years, it may revert back to the Residential 2 to 3.5 du/ac designation in the Comprehensive Plan.
5. Access to Lamina Lane shall not be blocked for any reason.

VIII ATTACHMENTS

Attachment "A"	Comprehensive Plan Map
Attachment "B"	Site plan/pictures
Attachment "C"	Submitted comments



RESOLUTION NO. 12-09-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING GILA COUNTY PLANNING AND ZONING DEPARTMENT CASE NO. CPA-12-01, A REQUEST BY ROBERT VERHEYEN FOR OWNER J PAK, GILA COUNTY TAX ASSESSOR'S PARCEL 301-21-046 KNOWN AS 6261 W. HARDCRABBLE MESA DR. LOCATED IN PINE, AZ, AMENDING THE GILA COUNTY COMPREHENSIVE MASTER PLAN

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on August 16, 2012, has recommended to the Board of Supervisors of Gila County, Arizona, that request to amend the Gila County Comprehensive Master Plan, set forth in the attached Exhibit "A", be adopted as provided in Section 11-805, Arizona Revised Statutes; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors of Gila County, Arizona, is of the opinion that the adoption of such recommendation would be in the best interest of Gila County;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did pass and adopt Gila County Planning and Zoning Department Case No. CPA-12-01, as set forth in the attached Exhibit "A" and that said zoning request become effective October 4th, 2012.

PASSED AND ADOPTED this 4th day of September 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

EXHIBIT "A" to Resolution No. 12-09-02
CASE NO. CPA-12-01
PROPERTY OWNER: J PAK
APPLICANT: ROBERT VERHEYEN
GILA COUNTY TAX ASSESSOR'S PARCEL 301-21-046

LOCATION: The subject site is located in Section 36 of Township 12 North and Range 8 East of the Gila and Salt River Meridian. The subject site is known as 6261 W. Hardscrabble Mesa Drive located in Pine, AZ.; a parcel within the Pine Valley Homesites Under the Tonto Rim, Gila County Recorded Plat 164.

MINOR COMPREHENSIVE PLAN AMENDMENT

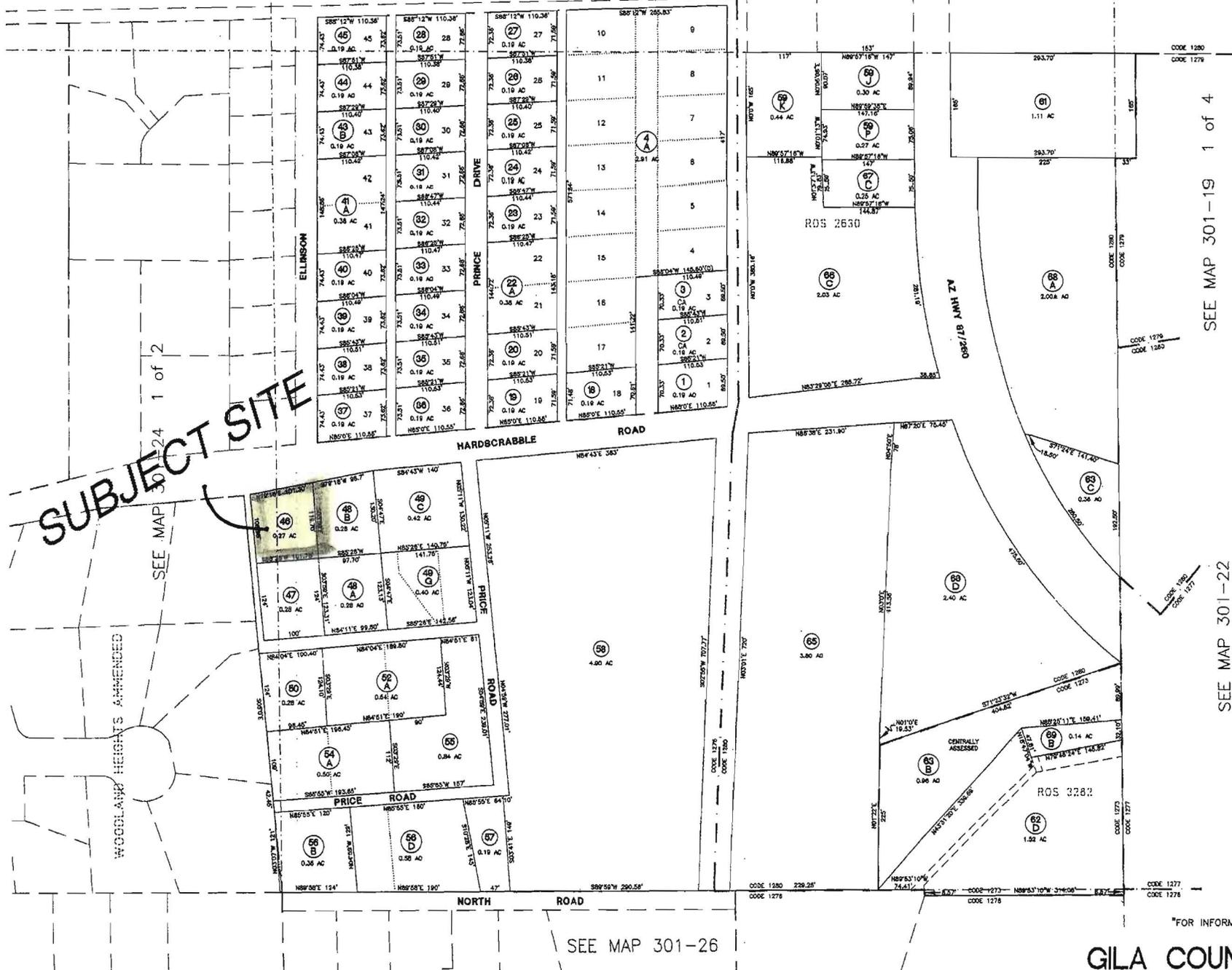
- A. Resolution No. 3-11-02, the Comprehensive Master Plan for the unincorporated areas of Gila County, Page 2-31, amending property from Residential 2 to 3.5 du/ac to Neighborhood Commercial. Subject site would be compatible with the surrounding land use category, zoning designation and topography.

The Gila County Planning and Zoning Commission recommended to the Board of Supervisors approval of application CPA-12-01, that the Comprehensive Master Plan shall be amended to recognize tax parcel 301-21-046, as being within the classification of 'Neighborhood Commercial.'

SW NE SEC 36
T12N R8E

PINE VALLEY HOMESITES
UNDER THE TONTO RIM
Gila County Recorded Plat 164

301-21
CODE 1273
CODE 1276
CODE 1277
CODE 1279
CODE 1280
UPDATED 1-18-11



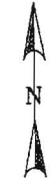
SUBJECT SITE

SEE MAP 301-24 1 of 2

SEE MAP 301-19 1 of 4

SEE MAP 301-22

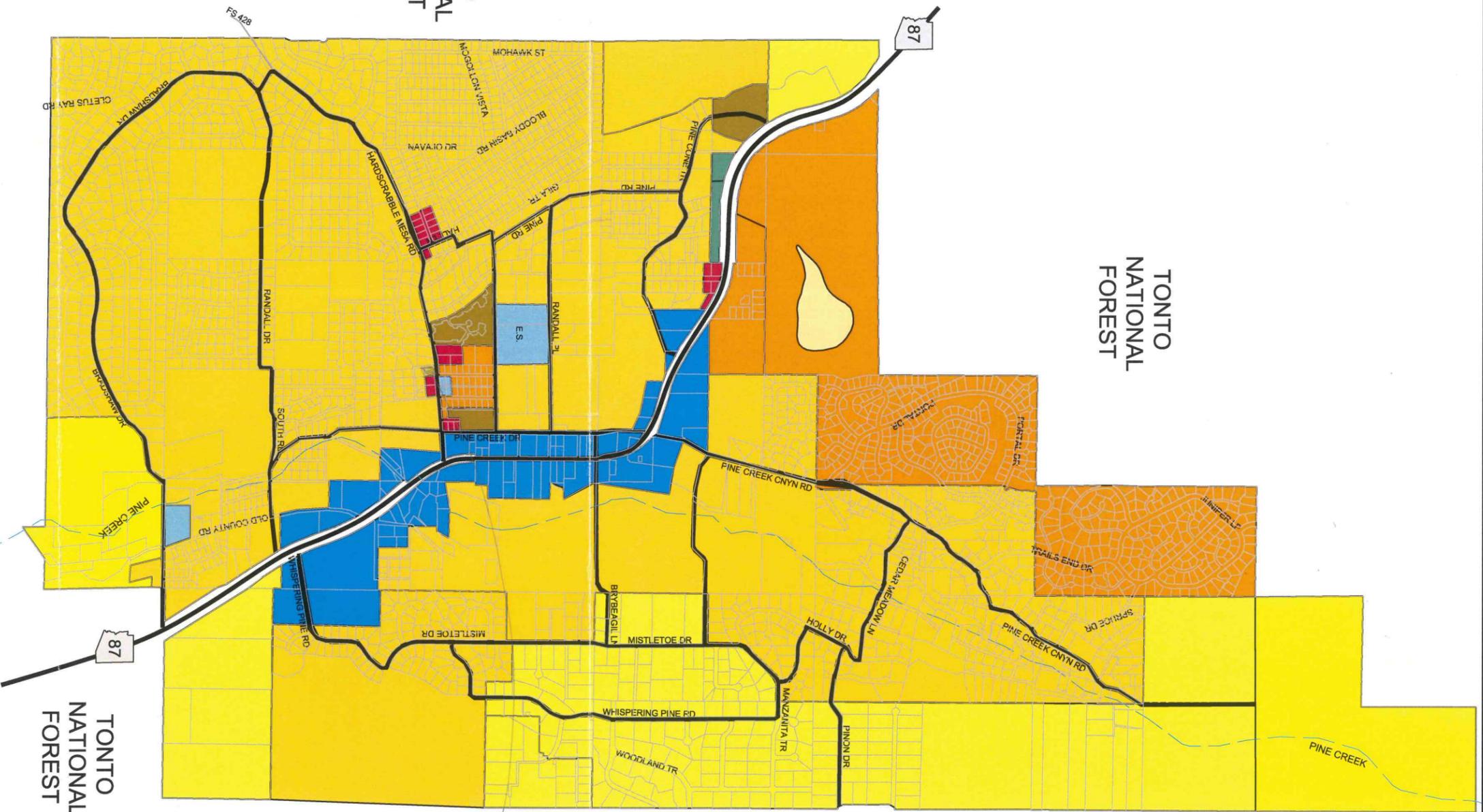
SEE MAP 301-26



SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR



301-21-046



COMMUNITY LAND USE PLAN
PINE
FIGURE 2.H

GILA COUNTY COMPREHENSIVE PLAN - 2012
 GILA COUNTY, ARIZONA



LEGEND

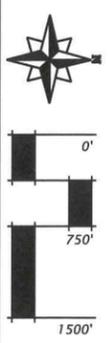
- Regional Highways and Significant Roadways
- Major Rivers or Streams
- Gila County Boundary
- Federal/Incorporated Area Lands

LAND USE CLASSIFICATIONS

- Residential - 0 to 0.1 du/ac
- Residential - 0.1 to 0.4 du/ac
- Residential - 0.4 to 1.0 du/ac
- Residential - 1 to 2 du/ac
- Residential - 2 to 3.5 du/ac

- Residential - 3.5 to 5 du/ac
- Residential - 5 to 10 du/ac
- Residential - 10+ du/ac
- Neighborhood Commercial
- Community Commercial
- Light Industrial
- Heavy Industrial
- Public Facilities
- Multi-Functional Corridor
- Mixed Use
- Resource Conservation
- Potential Resort/Lodging Use

KEY MAP:



Residential 5.0-10.0 du/acre: The Residential 5.0-10.0 category denotes the areas of the county where medium-high density suburban residential detached or attached development is preferred. The Residential 5.0-10.0 land use designation includes private lands where adequate community facilities, access and emergency response services are available to allow the division of land into smaller individual lots or parcels. Additional uses permitted within the Residential 5.0-10.0 category shall include farming, ranching and those uses otherwise permitted by state statute. Other non-residential land uses may be permitted if allowed in the zoning district designated for the parcel, if located on a cumulative total of less than five acres and if separated and buffered from adjacent existing residential uses and adjacent residentially-designated (on the Land Use Plan) uses.

Residential 10.0+ du/acre: The Residential 10.0+ category denotes the areas of the county where high-density suburban residential detached or attached development is preferred. The Residential 10.0+ land use designation includes private lands which are located in areas with adequate community facilities, are located within close proximity to significant transportation corridors, and that do not degrade proximate residential land uses. Additional uses permitted within the Residential 10+ category shall include farming, ranching and those uses otherwise permitted by state statute. Other non-residential land uses may be permitted if allowed in the zoning district designated for the parcel, if located on a cumulative total of less than ten acres and if separated and buffered from adjacent existing residential uses and adjacent residentially-designated (on the Land Use Plan) uses.

Commercial Uses:

Neighborhood Commercial: The Neighborhood Commercial category denotes the areas of the county where limited shopping and basic commercial services for the immediate area are preferred. Neighborhood Commercial areas shall not be greater than five (5) acres in size and shall be designed to be compatible with the character of the surrounding community. Neighborhood Commercial facilities are typically, but not always, located at intersections of streets that include traffic which is primarily generated from the immediate area.

Community Commercial: The Community Commercial category denotes the areas of the county where facilities that provide community and regional scale commercial services are preferred. Community Commercial development typically includes a grocery store and may contain numerous other support commercial services. Community Commercial facilities are typically located at the intersections of major roadways that carry regional and community-wide traffic. Community Commercial facilities shall be designed to be compatible with adjacent residential and non-residential development and shall provide a common architectural theme for the center.

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION
745 North Rose Mofford Way
Globe, Arizona 85501

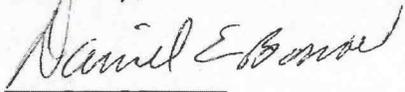
RE: Application No. Z-12-01 & CPA-12-01

Sirs:

We have read the information sent by your office regarding the above application for a change in the zoning from R1-D8 to C2 for the property located at 6261 W. Hardscrabble Mesa Dr., Pine, Arizona. I have met with the applicant(s), at their request, at the stated address on July 6 and listened to their intentions and vision for usage of the property.

Please be advised that as owners of property in the immediate vicinity, 6271 W. Lamina Lane, Pine, Arizona, we are opposed to any such change of zoning.

Sincerely,



Daniel E. Bonow
Property owner



Helen E. Bonow
Property owner

629 E. LaJolla Dr
Tempe, Arizona 85282

July 31, 2012

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

745 North Rose Mofford Way

Globe, Arizona 85501

RE: Application No. Z-12-01 & CPA-12-01

Sir(s):

Please accept the following as addendum(s) to the letter submitted to the Gila County Community Development Division on July 10, 2012, stating our objection to the application for change in the zoning from R1-D8 to C2. The application was tabled at the meeting on July 19, 2012, with a request that the applicant resubmit the application.

Prior to the above application being heard, we listened to the arguments on another request for zoning change. From that discussion we learned that once such an application is granted, for whatever reason the applicant states, it is changed forever with little repercussions if the usage changes. We have been told that potential leasers or renters for any commercial establishment would be highly selective using "candle shop or real estate sales." But, it seems, the limitations on commercial zoning cover a multitude of establishments, and down the road the quiet commerce of candle shop or real estate sales could dramatically change. Trust that it wouldn't does not reassure us.

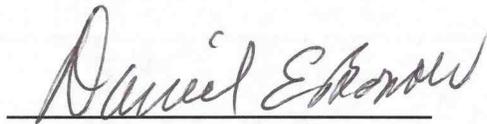
With the above in mind, we would have no objection to the change of zoning on the above application should there be a condition that would restrict any commercial enterprise that exceeded the normal business hours of 8:00 AM - 6:00 PM and that business be such that it is conducted within the confines of the building.

Further, of great concern is the public usage of the dedicated easement, Lamina Lane, which is proposed to be access for handicapped parking. The usage of this easement has caused difficulties, in the past, for the property owners adjacent to Lamina Lane to the point that the county engaged a paid arbitrator so settle any dispute. (July 27, 2001, copy attached) This agreement has stood in good stead since. The final sentence states,

"Lamina Lane is an easement and the adjacent property owners have a right to use I for ingress and egress." Having public access to a private drive to access the proposed handicapped parking puts the possibility of restricting that ingress and egress for the residents of Lamina Drive.

Hopefully, our request for denial of the applicants request for zoning change or the restriction of hours of operation should the change be granted, will be given your most serious consideration.

Sincerely,

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Daniel E. Bonow
Property Owner

A handwritten signature in cursive script that reads "Helen E. Bonow". The signature is written in dark ink and is positioned above a horizontal line.

Helen E. Bonow
Property Owner

his agreement pertains to a dispute regarding Lamina Lane and easement thereto described on assessor's map 301-21 and in Docket 171 page 472 of the Gila County Recorder's Office. This easement is the same easement as the one described in Ed and Martha Rush v. H.E. Grant, Gila County Case No 14,003-B and recorded in Docket 171 page 531 in Gila County Recorder's Office.

The agreement is as follows:

Signs. There shall be two signs erected, one at the intersection of Hardscrabble and Lamina Lane and one at the intersection of Hardscrabble and Brown Drive. Each sign shall say "Private Drive, 5 m.p.h."

The signs shall be paid for by the undersigned jointly.

Lamina lane shall be graveled. This shall be paid for by the undersigned jointly.

Gate. There shall be a gate installed approximately 30 feet from the intersection of Brown Road and Lamina Lane. The gate shall be of metal construction, of triangular shape with a pivot on one side and a post on the other. It shall be similar to forest service gates.

The gate shall never be locked.

The purpose of the gate is not to create a gated community nor restrict access by the property owners on Lamina Lane but to limit unnecessary traffic.

The gate can be left in an open or shut position without being locked. The gate shall be left open most of the time. Any property owner may open or shut the gate.

The gate shall be paid for by James and Rosemary Kienitz.

Lamina lane is an easement and the adjacent property owners have a right to use it for ingress and egress.

July 27, 2001

Dan Bonow
Dan Bonow

Robert Fuller
Robert Fuller

Mark Johnson
Mark Johnson

Ola Rae Johnson
Ola Rae Johnson

James Kienitz
James Kienitz

Rosemary Kienitz
Rosemary Kienitz

Lonnie Prince
Lonnie Prince

Opal Prince
Opal Prince

Gertrud Seiverd
Gertrud Seiverd

Charles Kienitz
Charles Kienitz

Rita Kienitz
Rita Kienitz

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Robert Gould, Community
Development Division Director

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

Department: Community Development Division Division: Community Development Administration

Information

Request/Subject

Ordinance No. 11-05 Amending the Gila County Planning and Zoning Ordinance Regarding P&Z Case No. Z-12-01 for Robert VerHeyen, agenda for owner, J Pak.

Background Information

The subject property is located at 6261 W. Hardscrabble Mesa Dr in Pine, AZ and is known as Gila County Tax Assessor's Parcel No. 301-21-046. The existing structures on the property will have to be remodeled to be in compliance with building code requirements for commercial projects. Owner is proposing use of property as a candle shop or real estate office, one that does not result in noise or nuisance issues.

Evaluation

Access to property is off Hardscrabble Mesa Road and parking is available in front of the existing building. Parcel is relatively level in the front, with a gentle slope to the rear. There is residential property to the south and west, so any commercial activities would have to be appropriately screened with a six-foot, opaque wall, fence or approved landscape screen.

Conclusion

There are commercial businesses across the street and adjacent to this property. The proposed zoning will fit with the current character of the area; essentially, this rezoning would be expansion of an existing commercial district.

Recommendation

The Gila County Planning and Zoning Commisison held a public hearing on August 16, 2012, on Planning & Zoning Case No. Z-12-01 and recommended approval with the following conditions:

1. The south and west property lines shall be screened from residential areas by a six-foot high fence, wall or landscape screen, approved by the Planning and Zoning Director.
2. Parking shall be paved, or an alternative method of dust control must be approved by the Planning and Zoning Director.
3. A Development Plan shall be submitted before building permits can be obtained for the commercial use.
4. If the property is not put into use as a commercial business within three years, it may revert back to the R1 zoning.
5. Access to Lamina Lane shall not be blocked for any reason.

Suggested Motion

Public Hearing-Information/Discussion/Action to adopt Ordinance No. 11-05, amending the Gila County Planning and Zoning Ordinance, Planning and Zoning Case No. Z-12-01, for an application submitted by Robert VerHeyen, agent for owner J Pak, to rezone Gila County Tax Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona, from R1 (Residence One District) to C-2 (Commercial Two District).

(Robert Gould)

Attachments

Legal Ad

Ordinance No 11-05 & Exhibit

Staff Report

Assessor's Map

Opposition Letter

Opposition Letter

LEGAL NOTICE
GILA COUNTY
PLANNING & ZONING COMMISSION
BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Planning & Zoning Commission at their regularly scheduled meeting of July 19th, 2012 tabled this application and will hold a public hearing on AUGUST 16TH, 2012, and the Board of Supervisors will hold a public hearing on SEPTEMBER 4TH, 2012 concerning an application for P & Z Case No. Z-12-01, applicant is Robert VerHeyen, owner is J Pak; a request to rezone property from R1-D12 (Residential District One) to C2 (Commercial Two) to allow a retail business with hours of operation to be approximately 9:00 am to 5:00 pm, Tuesday through Saturday. *The Board of Supervisors will not hear this item on August 20th, 2012 as previously advertised.*

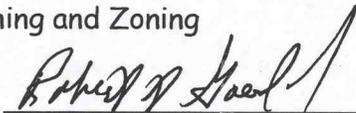
The P & Z Commission hearing will be held at 10:00 a.m. in the Payson Board of Supervisors Conference Room located at 610 E. Highway 260, Payson, AZ. The Board of Supervisors hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room, 1400 E. Ash Street, Globe, Arizona. Both meetings will be available by video conference from the Public Works Administration Building located at 745 N. Rose Mofford Way, Globe, AZ.

The Board of Supervisors hearing date will be continued if the Planning & Zoning Commission has not given a recommendation. Citizens may file a statement in writing for or against the Conditional Use Permit request or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses listed below.

Information regarding these applications will be available for review in the Gila County Community Development Division offices, located at 745 N Rose Mofford Way in Globe, Arizona and at 608 E. Highway 260 in Payson, Arizona. Citizens may also call the offices at 928-425-3231 EXT 8513 (Globe) or at 928-474-9276 (Payson), during normal business hours.

Planning and Zoning

By:



Robert A. Gould, Community Development Director

Publications:

Arizona Silver Belt
Payson Roundup

One Publication: August 8th, 2012
One Publication: August 3rd, 2012



ORDINANCE NO. 11-05
AMENDING THE GILA COUNTY PLANNING AND ZONING ORDINANCE
ADOPTED BY THE GILA COUNTY BOARD OF SUPERVISORS ON THE
31ST DAY OF AUGUST 1959 BEING RESOLUTION NO 59-9-1.

THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, HAS APPROVED GILA COUNTY PLANNING AND ZONING DEPARTMENT CASE NO. Z-12-01, A REQUEST BY ROBERT VERHEYEN, AGENT FOR OWNER J PAK, TO REZONE GILA COUNTY ASSESSOR'S TAX PARCEL NO. 301-21-046 FROM R1 (RESIDENCE ONE) TO C2 (COMMERCIAL TWO), SAID PROPERTY LOCATED AT 6261 W. HARDSCRABBLE MESA DRIVE, PINE, ARIZONA.

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on August 16, 2012, has recommended to the Board of Supervisors of Gila County, Arizona, that a zoning request, set forth in the attached Exhibit "A", be adopted as provided in Section 11-829, Arizona Revised Statutes; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors of Gila County, Arizona, is of the opinion that the adoption of such recommendation would be in the best interest of Gila County.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did pass and adopt Gila County Planning and Zoning Department Case No. Z-12-01, as set forth in the attached Exhibit "A" and that said zoning request become effective October 4, 2012.

PASSED AND ADOPTED this 4th day of September 2012, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

EXHIBIT “A”
ORDINANCE NO. 11-05 AMENDING
THE GILA COUNTY PLANNING & ZONING ORDINANCE

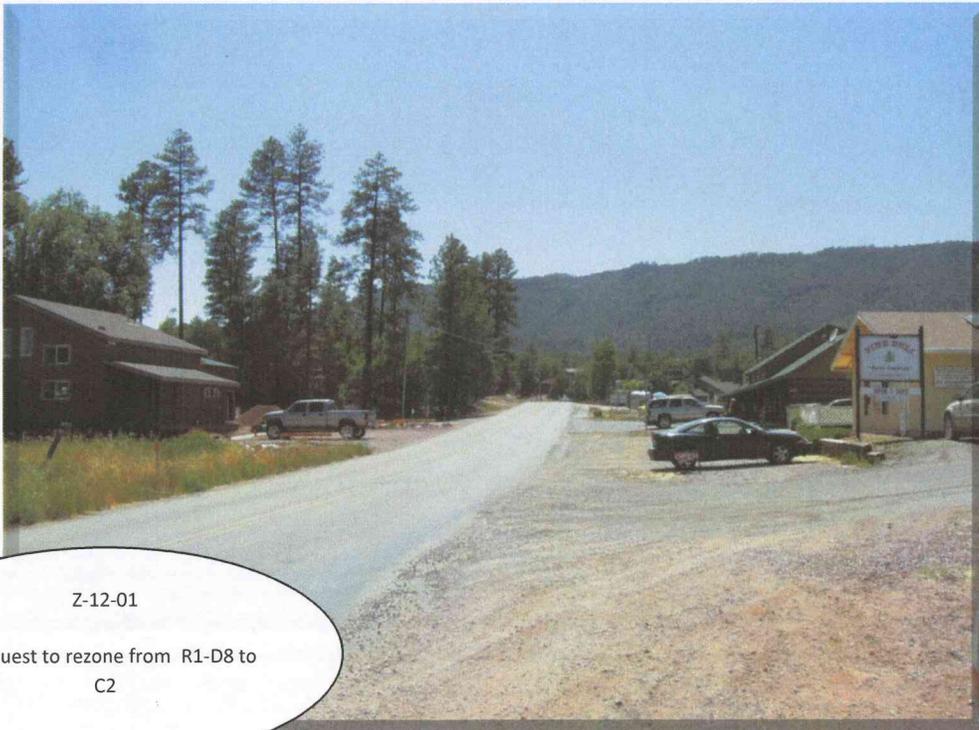
Rezoning Application for Planning and Zoning Case No. Z-12-01
for Robert VerHeyen, Agent for owner J Pak ,
known as Gila County Tax Assessor’s Parcel 301-21-046,
Located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona.

Said property to be rezoned from R1 to C2 with the following conditions:

1. The south and west property lines shall be screened from residential areas by a six foot high fence, wall or landscape screen, approved by the Planning and Zoning Director.
2. Parking shall be paved, or an alternative method of dust control must be approved by the Planning and Zoning Director.
3. A Development Plan shall be submitted before building permits can be obtained for the commercial use.
4. If the property is not put into use as a commercial business within three years, it may revert back to the R1 zoning.
5. Access to Lamina Lane shall not be blocked for any reason.



Staff Report to the Board of Supervisors



Z-12-01

A request to rezone from R1-D8 to
C2

August 10, 2012

I APPLICATION

Applicant Name	Robert VerHeyen, agent for owner
Applicant Address	15656 N 18 th St, Phoenix, AZ 85022
Site Address	6261 W Hardscrabble Mesa Dr, Pine
APN Number	301-21-046
Current Zoning Designation	R1-D8
Current Comprehensive Plan Designation	Residential 2-3.5 du/acre
Application Number	Z-12-01

II PURPOSE & DESCRIPTION

Owner is requesting that the property be rezoned from R-1 to C-2, to allow a retail business. Owner is proposing a business such as a candle shop or real estate office, one that does not result in noise or nuisance issues. The existing structures on the property will have to be remodeled to be in compliance with building code requirements for commercial projects.

III PRIMARY ISSUE OR ISSUES TO CONSIDER

The primary issue to consider is whether the change in zoning will be compatible with surrounding properties.

IV BACKGROUND

There are existing structures on the property—a garage that was permitted in 2005, and another that was built as a single family residence prior to 2000 (permit #4751, no date on paperwork), with covered decks added in 2008.

Many of the neighboring properties are currently zoned commercial, including a construction office to the east, and Pine Deli across the street to the north; however, there is residential zoning to the south and west of the subject property (see Attachment “A”, zoning map). The residential property to the west is separated from the subject property by a 10’ dirt road, known as Lamina Lane, that leads to the residential properties to the south.

V ANALYSIS

Access to property is off of Hardscrabble Mesa Rd, and parking is available in front of the existing building. The parcel is relatively level in the front, with a gentle slope to the rear (south). There is residential property to the south and west, so any commercial activities would have to be appropriately screened with a six foot opaque wall, fence or approved landscape screen. The applicant plans to use Lamina Lane to access ADA parking on the property.

The following table is a comparison of current and proposed zoning:

R1	C2
Intent is to promote the development of areas of primarily single family dwellings	Intent is to permit most types of commercial activities oriented to a larger segment of population than the average neighborhood. Designed for cluster application along major streets or highways.
Signage limited to 2 square feet for residential and directional signs; 6 square feet for non-residential permitted uses	Signage allowed to total 300 square feet, no one panel over 100 square feet Signage may be illuminated Signs must be 25 feet from residential district; max 20 feet high
Permitted uses include: <ul style="list-style-type: none"> • single family residences • group homes • home gardens/flower propagation with limited sale • other uses accessory and incidental to principle use 	Permitted uses include: <ul style="list-style-type: none"> • Retail sales • Offices, including professional, government, banking • Health services • Restaurants (except drive-in and carry-out) • Repair and construction establishments with indoor workshop • Commercial recreation such as bowling alleys, miniature golf

VI SUMMARY

There are commercial businesses across the street and adjacent to this property. Because of this, the proposed zoning will fit with the current character of the area; essentially, this rezoning would be an expansion of an existing commercial district.

VII RECOMMENDATION

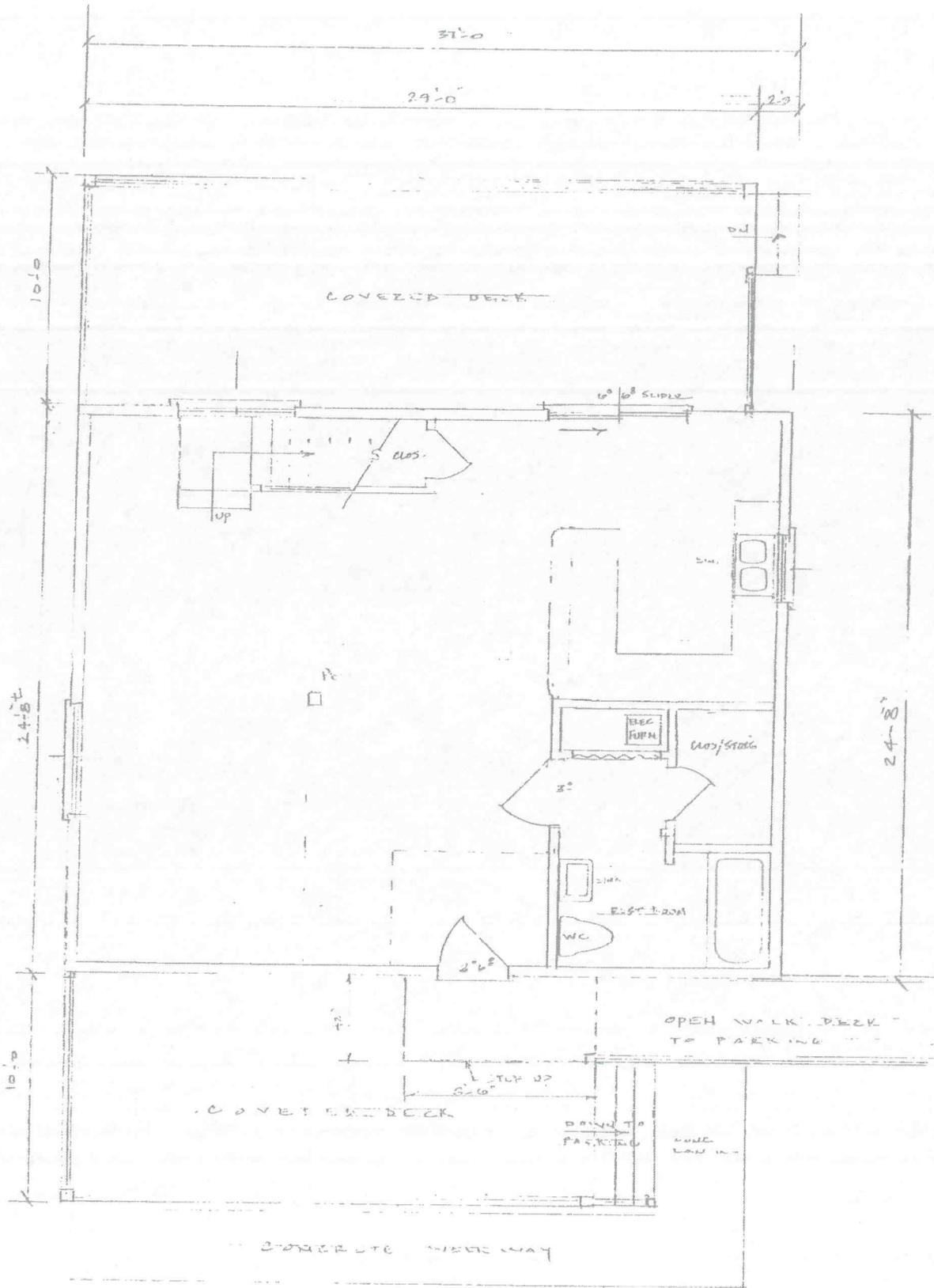
That Board of Supervisors approve application Z-12-01; that parcel 301-21-046 be rezoned from R1-D8 to C2, when the following conditions are met:

1. The south and west property lines shall be screened from residential areas by a six foot high fence, wall or landscape screen, approved by the Planning & Zoning Director.
2. Parking shall be paved, or an alternative method of dust control must be approved by the Planning & Zoning Director.
3. A Development Plan shall be submitted before building permits can be obtained for the commercial use.
4. If the property is not put into use as a commercial business within three years, it may revert back to the R1 zoning.
5. Access to Lamina Lane shall not be blocked for any reason.

VIII ATTACHMENTS

Attachment "A"	Zoning Map
Attachment "B"	Site plan/pictures
Attachment "C"	Submitted comments





FLOOR PLAN: 1/4" = 1'-0"

1ST FLOOR - 765 SQ. FT.
 2ND FLOOR - 462 SQ. FT.

EAGLE GLEN TOWNHOUSE
SUBDIVISION
SEE MAP 301-67



CODE 1276
CODE 1280

ROS 26
Siderwind
C-2

Pine Trails Parks

phone co.
CA
CA
Med center

Tall Pines Ln

301-24

C2 301-24

RI-D12

subject property

RI-D8

RI-D8

RI-D8

RI-D8

PRICE ROAD

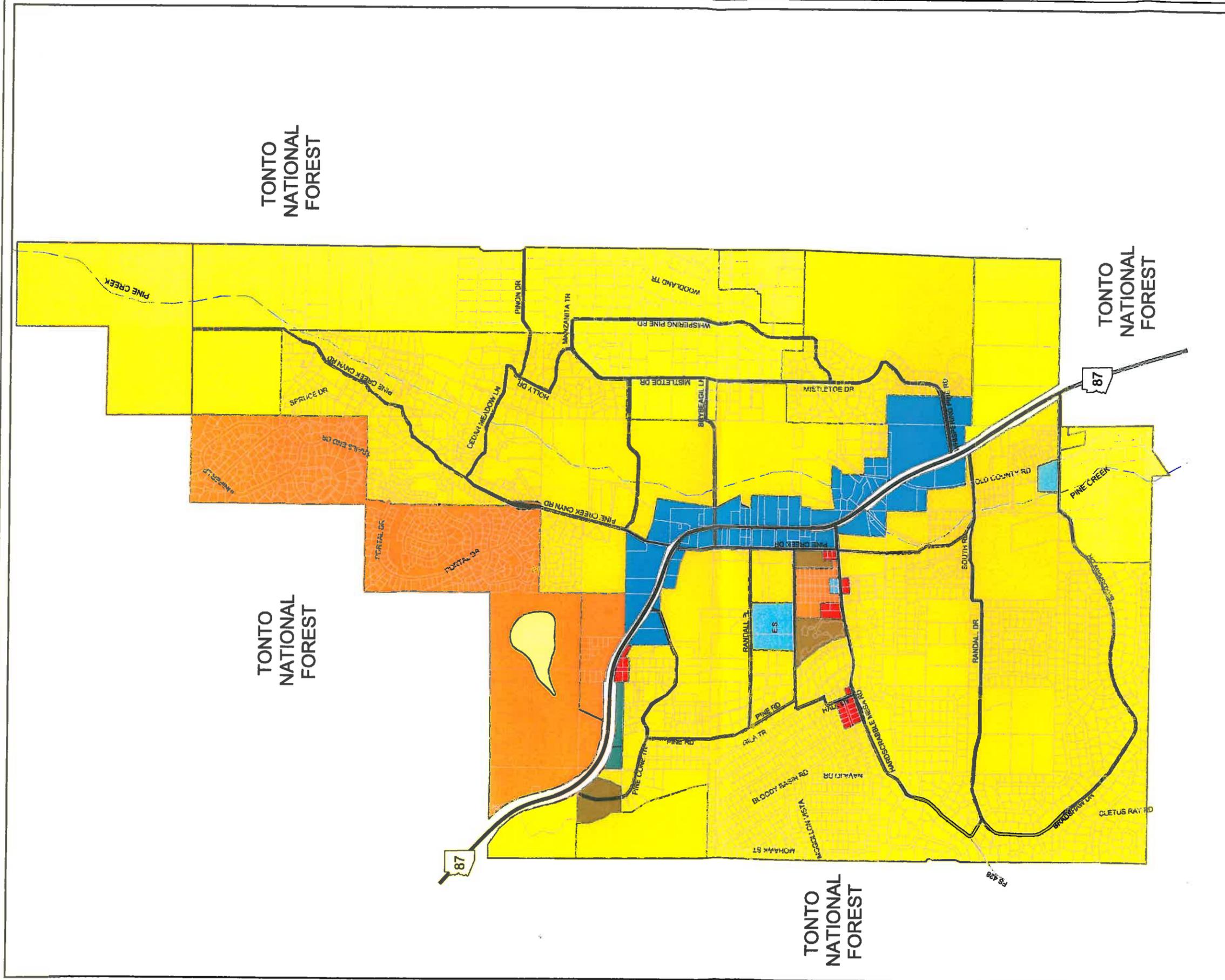
PRICE ROAD

ROAD

ROAD

DRIVE

RI-D12

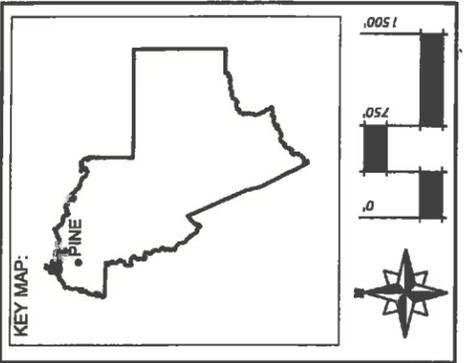


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NATIONAL
FOREST

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FOREST

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NATIONAL
FOREST



LEGEND

- Regional Highways and Significant Roadways
- Major Rivers or Streams
- Gila County Boundary
- Federal/Incorporated Area Lands

LAND USE CLASSIFICATIONS

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- Residential - 2 to 3.5 du/ac

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- Residential - 10+ du/ac
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- Community Commercial
- Light Industrial
- Heavy Industrial
- Public Facilities
- Multi-Functional Corridor
- Mixed Use
- Resource Conservation
- Potential Resort/Lodging Use



COMMUNITY LAND USE PLAN
PINE
FIGURE 2.H

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION
745 North Rose Mofford Way
Globe, Arizona 85501

RE: Application No. Z-12-01 & CPA-12-01

Sirs:

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Please be advised that as owners of property in the immediate vicinity, 6271 W. Lamina Lane, Pine, Arizona, we are opposed to any such change of zoning.

Sincerely,



Daniel E. Bonow
Property owner



Helen E. Bonow
Property owner

629 E. LaJolla Dr
Tempe, Arizona 85282

July 31, 2012

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

745 North Rose Mofford Way

Globe, Arizona 85501

RE: Application No. Z-12-01 & CPA-12-01

Sir(s):

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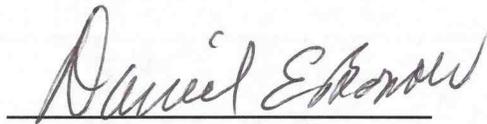
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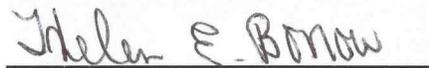
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Hopefully, our request for denial of the applicants request for zoning change or the restriction of hours of operation should the change be granted, will be given your most serious consideration.

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Property Owner

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Signs. There shall be two signs erected, one at the intersection of Hardscrabble and Lamina Lane and one at the intersection of Hardscrabble and Brown Drive. Each sign shall say "Private Drive, 5 m.p.h."

The signs shall be paid for by the undersigned jointly.

Lamina lane shall be graveled. This shall be paid for by the undersigned jointly.

Gate. There shall be a gate installed approximately 30 feet from the intersection of Brown Road and Lamina Lane. The gate shall be of metal construction, of triangular shape with a pivot on one side and a post on the other. It shall be similar to forest service gates.

The gate shall never be locked.

The purpose of the gate is not to create a gated community nor restrict access by the property owners on Lamina Lane but to limit unnecessary traffic.

The gate can be left in an open or shut position without being locked. The gate shall be left open most of the time. Any property owner may open or shut the gate.

The gate shall be paid for by James and Rosemary Kienitz.

Lamina lane is an easement and the adjacent property owners have a right to use it for ingress and egress.

July 27, 2001

Dan Bonow
Dan Bonow

Robert Fuller
Robert Fuller

Mark Johnson
Mark Johnson

Ola Rae Johnson
Ola Rae Johnson

James Kienitz
James Kienitz

Rosemary Kienitz
Rosemary Kienitz

Lonnie Prince
Lonnie Prince

Opal Prince
Opal Prince

Gertrud Seiverd
Gertrud Seiverd

Charles Kienitz
Charles Kienitz

Rita Kienitz
Rita Kienitz

ARF-1437

Regular Agenda Item 4- A

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Jacque Griffin, Asst. County
Manager/Librarian

Submitted By: Mary Stemm, Library Assistant Senior,
Asst County Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates 7/1/2012-6/30/2013 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

State Grants-in-Aid Application 2013

Background Information

State Grants-in-Aid (SGIA) is a recurring grant from the Arizona State Library Archives and Public Records provided to county library districts and large municipal libraries. The funding comes from the State of Arizona to benefit libraries throughout Arizona. This grant money is to be used for programming, supplies, equipment, training, and materials and cannot be used for salaries or as match money for other grants.

Evaluation

The Gila County Library District will be using the SGIA 2013 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 30% or \$7,000

We use these funds in various ways to supplement our services to the eight affiliate libraries.

- Part of SGIA funds are earmarked for the AZLA conference to encourage networking with other library peers, travel and training opportunities, both for the district staff, and staff at the eight libraries.
- We will continue to provide the Wilson Standard Catalog "5 pack" database for the Affiliate and District staff's use.
- We will continue to purchase public access to the Proquest Library Ancestry and the Learning Express Databases.
- The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR \$16,000

Each library in the district will be allocated \$2,000.00 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Conclusion

The State Grants-in- Aid (SGIA) grant provides for programming, supplies, training, and equipment that benefit library services in all of Gila County.

Recommendation

The District recommends that the County apply for State Grants-In-Aid 2013 to enhance needed services, materials, resources and supplies for the library patrons of Gila County.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the 2012-2013 fiscal year in the amount of \$23,000 designated to Gila County for the period July 1, 2012, through June 30, 2013. **(Jacque Griffin)**

Attachments

SGIA 2013 Application

Grant Application Cover Sheet

Current Status: Incomplete Application

Date Certification Received:

None

General Project Information

Gila County Library District
Guerrero Building
1400 E Ash St
Globe, AZ85501-1414

DUNS Number: 74462102

Password: gila

Does the applicant meet all the eligibility criteria for a library? Yes No

If no, what criteria is the applicant missing?

Project Contact Information

Contact Name Jacque Griffin

E-mail Address jgriffin@co.gila.az.us

Use Library Address as Contact Address

Mailing Address 1

Mailing Address 2

City

State

Zip Code

Phone

Fax

Legal Administrator Information

The Project Contact is the Legal Administrator

Title

First Name

Last Name

E-mail Address

Mailing Address 1

Mailing Address 2

City

State

Zip Code

Phone

Fax

928-425-3462

If this grant is awarded, what entity should the award check be made out to?

Gila County Library District

DESCRIPTION OF EXPECTED USE OF SGIA FUNDS:

The Gila County Library District will be using the SGIA 2013 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 30% or \$7,000

We use these funds in various ways to supplement our services to the eight affiliate libraries.

- Part of SGIA funds are earmarked for the AZLA conference to encourage networking with other library peers, travel and training opportunities, both for the district staff, and staff at the eight libraries.
- We will continue to provide the Wilson Standard Catalog “5 pack” database for the Affiliate and District staff’s use.
- We will continue to purchase public access to the Proquest Library Ancestry and the Learning Express Databases.
- The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR \$16,000

Each library in the district will be allocated \$2,000.00 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Application Fiscal Report

Type	Vendor	Grant Funds	Local Funds	Cash	Total	
Salaries & Benefits				<input type="checkbox"/>		Add
Salaries & Benefits		\$0.00	\$50,500.00	<input type="checkbox"/>	\$50,500.00	Edit Delete
		\$0.00	\$50,500.00		\$50,500.00	
Contractual Services		\$600.00	\$0.00	<input type="checkbox"/>	\$600.00	Edit Delete
Contractual Services	Learning Express	\$3,910.00	\$0.00	<input type="checkbox"/>	\$3,910.00	Edit Delete
Contractual Services	Movie Licensing USA	\$701.30	\$738.70	<input type="checkbox"/>	\$1,440.00	Edit Delete
Contractual Services	Proquest Ancestry Library	\$990.00	\$0.00	<input type="checkbox"/>	\$990.00	Edit Delete
Contractual Services	Wilson Core Collections Full Pack	\$1,168.70	\$0.00	<input type="checkbox"/>	\$1,168.70	Edit Delete
		\$7,370.00	\$738.70		\$8,108.70	
Travel		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$0.00	\$0.00		\$0.00	
Equipment		\$5,200.00	\$0.00	<input type="checkbox"/>	\$5,200.00	Edit Delete
		\$5,200.00	\$0.00		\$5,200.00	
Software		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$0.00	\$0.00		\$0.00	
Library Collection Materials		\$9,500.00	\$0.00	<input type="checkbox"/>	\$9,500.00	Edit Delete
		\$9,500.00	\$0.00		\$9,500.00	
Supplies		\$930.00	\$0.00	<input type="checkbox"/>	\$930.00	Edit Delete
		\$930.00	\$0.00		\$930.00	
Other		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$0.00	\$0.00		\$0.00	
		\$23,000.00	\$51,238.70		\$74,238.70	

Certification of Application

I certify this application to be true and accurate to the best of my knowledge. On behalf of all organizations participating in this application, I hereby assure and certify that I will comply with all regulations, policies, guidelines and requirements pertinent to the application and to the use of award funds. Funds will not be used for indirect or administrative costs. The applicant agrees to submit a final report, which will include a narrative, budget and certification by the final report deadline. If this application is approved, I certify that the project will begin promptly, and will be completed as described.

Library Name: Gila County Library District
Project Name: SGIA-2013-Gila County Library District
Authorizing Official's Name: Jacque Griffin
Authorizing Official's Title:

Mailing address:
Gila County Library District
1400 E Ash St

Globe, AZ 85501

Authorizing Official Signature for Gila County Library District

Date

Approved as to Form

Bryan Chambers, Chief Deputy County Attorney

Date

[View Grant Application Report](#)

IMPORTANT

This form **MUST** be postmarked by the due date in order to be eligible for consideration. Please type or print clearly.

MAIL COMPLETED APPLICATION TO:
Grants Administrator
Library Development Division
1700 West Washington Street, Suite 200
Phoenix, AZ 85007-2935

Arizona State Library, Archives and Public Records

Date

ARF-1440

Regular Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Jacque Griffin, Asst. County
Manager/Librarian

Submitted By: Mary Stemm, Library Assistant Senior,
Asst County Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2013 Budgeted?: Yes

Contract Dates July 1, 2012-June 30, 2013 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Library Service Agreement with Globe Public Library.

Background Information

The Gila County Library District contracts yearly with the eight affiliate libraries to cooperate in the provision of library services to the citizens of the District. These Library Service Agreements serve as contracts for facilitating funding and resource sharing. Six of the eight public libraries' agreements previously were approved by the Board of Supervisors at the August 7, 2012, regular meeting. The Globe Public Library agreement has now been signed and returned by the City of Globe. The San Carlos agreement will be submitted at a later date.

Evaluation

The funding amounts from the Library District to the public libraries have not changed from last year. Funding varies by type and size of entity. The Library District matches up to an upper limit for city, town and tribal libraries. Funding without a match requirement is provided to the community libraries that are not in incorporated areas. Library District funding for the Globe Public Library is \$116,750.00. The Library District will distribute this amount in two installments, in November 2012 and May 2013.

Conclusion

Approval of this Library Service Agreement facilitates funding and resource sharing with the Globe Public Library.

Recommendation

The Gila County District Librarian recommends the approval of the Library Service Agreement between the Gila County Library District and Globe Public Library for fiscal year 2012-2013.

Suggested Motion

Information/Discussion/Action to approve a Library Service Agreement between the Gila County Library District and the Globe Public Library to cooperate in the provision of library services to the citizens of the District for the period July 1, 2012 through June 30, 2013 with a funding match up to \$116,750.00. **(Jacque Griffin)**

(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Attachments

Globe Library Service Agreement

Legal Explanation

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2012 TO JUNE 30, 2013**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the CITY OF GLOBE, hereinafter referred to as the "City," and shall be for a period commencing July 1, 2012 to June 30, 2013.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the City recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the City operates and maintains a library and it is the desire of the City to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Cities.

NOW THEREFORE IT IS AGREED by and between the District and the City as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the City, are the property of the City.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the City remain the sole responsibility of the City.
4. 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 other 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, official agents, employees or volunteers.

5. The City agrees to the following conditions:
 - A. The City shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the City's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
 - B. The City shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - C. The City shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - D. The City shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the City library.
 - E. The City agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the City.
 - F. The City's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The City agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - G. The City shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
 - H. City library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
 - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

- B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
 - C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The City and the District acknowledge that the services performed have a value to the District and the City. In consideration of that value, the District agrees:
- A. To match the City local funds for library services, up to the amount of \$ 116,750.00, such amount subject to annual review.
 - B. To distribute this amount in two installments, in November 2012 and May 2013.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. **Legal Arizona Workers Act Compliance**

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

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

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

The City shall advise each subcontractor of District'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 District 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."

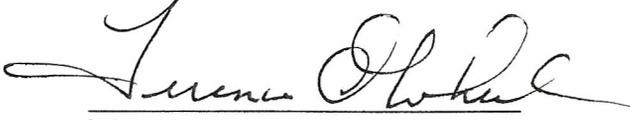
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the City.

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the City agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the City. Conversely, the Library District agrees to deliver to the City library, by the date of termination, any books, materials, and equipment belonging to the City library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the City library any books, materials and equipment belonging to the City library which had been entrusted to the possession or control of another participating library.
13. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CITY OF GLOBE

GILA COUNTY LIBRARY DISTRICT

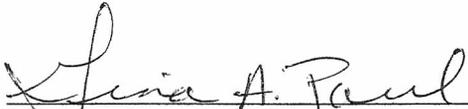


Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:



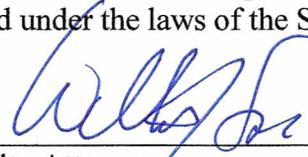
City Clerk

Clerk of the Board

July 23, 2012
Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the City, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the City.



City Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney



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-1453

Regular Agenda Item 4- C

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Don McDaniel Jr. **Submitted By:** Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Adopt Resolution No. 12-09-03 electing full payment option for the "Secure Rural Schools and Community Self- Determination Act of 2000" and allocating the payment.

Background Information

On July 6, 2012, the "Secure Rural Schools and Community Self-Determination Act of 2000" was reauthorized for federal fiscal year (FY) 2012 as part of Public Law 112-141. This one-year reauthorization of the Secure Rural Schools Act made some changes to the previous reauthorization in Public Law 110-343. The full funding amount for FY 2012 for all counties that elect to receive a share of the State payment is 95 percent of the FY 2011 amount. For FY 2012, the full funding amount is \$346,275,000.

A county's election to receive a payment must be transmitted by the Governor of each eligible State. The Forest Service will not accept an election directly from a county or from any organization acting on behalf of a county. County elections must be transmitted by the Governor's office or other appropriate executive office of the State, such as State Treasurer, on behalf of the Governor

Evaluation

Each county in which a national forest is located must elect to receive a share of the State payment or a share of the State's 25-percent payment. The new Act requires that this election be made by August 1, 2012 (or as soon thereafter as the Secretary concerned determines is practicable). The Forest Service is extending the deadline to September 30, 2012 to provide each affected county the maximum feasible time to make its election, communicate the election to the State, and for the State to transmit the election to the Forest Service. This date is also the deadline for county elections to allocate the State payment to be transmitted to the Forest Service. The county elections are effective for FY2012. The Arizona State Treasurer's Office has set a deadline of September 15, 2012 for counties to submit their election and allocation of funds, so that they can meet the September 30, 2012 deadline of submitting for the entire state.

Each county in an eligible state must elect to receive one of the following payments:

- a share of the state's 25-percent payment, OR
- a share of the "State payment".

25-percent. Since 2008 the 25-percent payment has been based on a 7-year rolling average national forest receipts, distributed among the counties in which the national forest is situated in proportion to acreage of national forest in the affected counties.

25-percent payments must be used for public schools and roads in accordance with 16 U.S.C. 500. Under 16 U.S.C. 500, the State has broad discretion as to how to allocate the payment for public schools and roads, including authorizing the county to make the allocation. The Forest Service has not made an estimate or projection of the FY2012 25-percent payment, however the estimated amount for 2011 for Gila County, had we chosen this option, would have been \$179,641.

State payment. The county share of the Secure Rural Schools Act State payment must be allocated according to the guidelines below to be used for public schools and roads (commonly called title I funds), title II special projects on national forests, and title III county funds to be used for Firewise communities activities, to reimburse counties for emergency services on the national forests and for development of community wildfire protection plans. This is the option that Gila County has chosen for at least the past four years. The Forest Service has projected the amount for this option for Gila County at \$1,673,828.

Conclusion

Gila County has historically elected the full-payment option of the "Secure Rural Schools and Community Self-Determination Act of 2000," each time the program was authorized or re-authorized. In November 2008, the Board adopted two resolutions, Electing the full payment option with Resolution 08-11-02 and allocating 20 percent to Title II projects with Resolution No. 08-11-01, for the duration of the re-authorization pursuant to Public Law (P.L.) 110-343. That expired this year, and Congress has re-authorized this program for one year with P.L. 112-141. This Resolution covers both actions as well as references the current Public Law.

Recommendation

Staff recommends that the Board of Supervisors elect the Gila County share of the State Payment option pursuant to P.L. 112-141, for the "Secure Rural Schools and Community Self-Determination Act of 2000," and further allocates 80 percent of the Gila County Share to Title I - Secure Payments for Schools and Roads, and 20 percent to Title II - Special Projects.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 12-09-03 electing the full Gila County share of the State Payment option, pursuant to Public Law 112-141, for the "Secure Rural Schools and Community Self-Determination Act of 2000" and further allocates 80 percent of the Gila County share to Title I - Secure Payments for Schools and Roads and 20 percent of the Gila County share to Title II - Special Projects. **(Jacque Griffin)**

Attachments

Resolution No. 12-09-03

Memo regarding Forest Service Deadlines



RESOLUTION NO. 12-09-03

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
ELECTING GILA COUNTY'S SHARE OF THE STATE PAYMENT OPTION
OF THE "SECURE RURAL SCHOOLS AND COMMUNITY SELF-
DETERMINATION ACT OF 2000" AND FURTHER ELECTING TO
ALLOCATE 80 PERCENT OF THAT PAYMENT TO TITLE I AND 20
PERCENT TO TITLE II OF THE SECURE RURAL SCHOOLS AND
COMMUNITY SELF DETERMINATION ACT.**

WHEREAS, on July 6, 2012, the "Secure Rural Schools and Community Self-Determination Act of 2000" was reauthorized for federal fiscal year (FY) 2012 as part of Public Law 112-141; and

WHEREAS, Title I of the "Secure Rural Schools and Community Self-Determination Act of 2000" as amended and reauthorized by P.L. 112-141 requires each county in which a national forest is situated to elect to receive a share of the payment; and

WHEREAS, each eligible county that has elected to receive a share of the State payment is required to allocate its share; and

WHEREAS, county elections must be submitted to the Governor of the State of Arizona and transmitted by the Governor's office or other appropriate executive office of the State, such as State Treasurer, on behalf of the Governor to the United States Forest Service by September 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors elects the full Gila County share of the State Payment option pursuant to P.L. 112-141, for the "Secure Rural Schools and Community Self-Determination Act of 2000" and further elects and allocates 80% of the Gila County share to Title I - Secure Payments for Schools and Roads, and 20% of the Gila County share to Title II - Special Projects.

PASSED AND ADOPTED this 4th day of September, 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 B. Chambers
Chief Deputy County Attorney

FY 2012 Forest Service Payment to States, Public Law 112-141

Election to Receive Payment

Election to Allocate the State payment

By **September 30, 2012** (midnight, mountain time), please complete and return all pages of this form to the U.S. Forest Service, Albuquerque Service Center, All Service Receipts (ASR) branch.

By email: asc_asr@fs.fed.us

By fax: (877) 684-1422, ATTN: ASR

A county's election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the State, such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Election to Receive Payment

The State must transmit, for each county in which a national forest is situated, the county's election to receive a share of the Secure Rural Schools Act State payment or a share of the State's 25-percent payment. The State may use this form to transmit county elections to the Forest Service. If the State fails to transmit a county's election by the deadline of **September 30, 2012** (midnight, mountain time), the county will be considered to have elected to receive a share of the State payment.

To assist States and counties in making informed decisions, the Projected State Payments (see [Projected FY2012 Payments](#)) and Estimated 25-percent payments (see [Estimated 25-percent payments, FY2008-FY2011](#)) for each affected county is published on the Forest Service Secure Rural Schools Act website at

<http://www.fs.usda.gov/main/pts/securepayments/projectedpayments>

The Projected FY2012 State Payments are calculated using the formula described in the Act and the currently available data for historic payments, acreage, per capita personal income and assumes all affected counties will elect to receive a share of the State payment. The actual county shares of the State payment will be calculated only for counties that elect to receive a share of the State payment or the county payment (for BLM lands in western Oregon) and will be calculated using acreage amounts for updated for FY2012.

The payments shown in "Estimated 25-percent payments, FY2008-FY2011" are based on the 7-year rolling average annual receipts. The actual county share of the State's 25-percent payment will be based on the 7-year average annual receipts for FY2006 through FY2012.

Election to Allocate the State Payment

Each county that elects to receive a share of the State payment must make an additional election to allocate the State payment. The guidelines for making the allocation vary depending on the amount of the county share of the State payment.

- **\$100,000 or less.** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under title I. **In contrast to previous years, a county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for title I purposes.** In the alternative, the

county may opt to allocate 15-percent to 20-percent of its share to title II, title III, or a combination of both, except that the allocation for title III projects may not exceed 7-percent. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

- **\$100,001 to \$349,999.** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-percent to 20-percent of its share to title II, title III, or a combination of both. The total percentage allocated to title II and/or title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$350,000 or greater.** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to title II, title III, or a combination of both, except that the allocation for title III projects may not exceed 7-percent. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

Projects funded under title II must be initiated (reviewed and recommended by a resource advisory committee) by September 30, 2012 and title II funds must be obligated by September 30, 2013. Projects funded under title III must be initiated by September 30, 2012 and title III funds must be obligated by September 30, 2013.

An eligible county that fails to elect to allocate its payment shall be considered to have elected to expend 80-percent of its share of the State payment for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.

Instructions for transmitting county elections

State name:	Preparer's mailing address:
Preparer's name and title:	
Preparer's phone number:	Preparer's email:

In the following table, for each county in which a national forest is located enter the county name in Column A.

Enter an X in Column B for each county that elects to receive a share of the State's 25-percent payment (the 7-year rolling average of national forest receipts). Enter an X in Column C for each county that elects to receive a share of the Secure Rural Schools Act State payment.

For each county that elects to receive a share of the Secure Rural Schools Act State payment, refer to the allocation guidelines above and then enter a numerical percentage to indicate the county's allocation of its share of the State payment:

- Column D, enter the percent of county share of State payment to be allocated to public schools and roads;
- Column E, enter the percent of county share of State payment to be allocated to title II, Special Projects on national forests;

ARF-1454

Regular Agenda Item 4- D

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Steve Stratton Submitted By: Jacque Griffin, Asst. County
Manager/Librarian, Asst County
Manager/Library District

Department: County Manager

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates 2012-2013 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorize submittal of a "Secure Rural Schools and Community Self-Determination Act of 2000" Title II Grant for 2012

Background Information

The "Secure Rural Schools and Community Self-Determination Act of 2000," was re-authorized for one year pursuant to Public Law 112-141 and includes provisions for Title II Special Projects on Federal Lands. This act authorizes the use of area Resource Advisory Committees (RACs) as a mechanism for local community collaboration with federal land managers in recommending Title II projects on federal lands, or that will benefit resources on federal lands. Gila County is one of the five eastern counties that make up the geographical area for the Eastern Arizona RAC. In the past, the Apache-Sigreaves National Forest administered these grant funds, however this year the Tonto National Forest will administer funds for projects included within this forest. The timing for this year's grant cycle has been considerably shortened. The announcement that this program was reauthorized was made on July 26, 2012. The Title II process includes opening the grant period for entities to apply for grants, the Resource Advisory Committee (RAC) meeting and recommending projects to be funded, and the Forest Service Officials selecting projects and allocating funds. Because the funds have to be committed by the end of the current federal fiscal year, the entire process must be completed by September 30, 2012. Grant applications for Title II projects had to be submitted by August 27, 2012.

Evaluation

The Request for Proposal process for the "Secure Rural Schools Title II Special Projects on Federal Lands" opened on July 26, 2012, and closed on August 27, 2012. These are 2012 funds and we are estimating that \$334,000 will be available for projects in Gila County. Title II funds may be used for projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems and restoring and improving land health or water quality.

In order to meet the deadline with a completed application with all of the necessary agreements with the local ranger districts, the Public Works Department submitted a grant proposal for \$330,000 to haul material and surface the unpaved portion of Forest Road 512.

Forest Road (FR) 512 provides access to the community of Young, Arizona, from State Route (SR) 260. The only other access to Young is via SR 288. The unpaved portion of FR 512 has no base material on it, and there is no way to maintain the existing road without adding material. In the past, there was minimal material available to keep the road in passable condition. The recent Poco Fire greatly increased the traffic and subsequently further deteriorated the condition of the unpaved portion of this road. The intent of this grant application is to provide funding to haul material and surface the entire 13.5 miles of unpaved road. The material will be hauled in from local material pits near the area, and placed on the road using motor graders, water trucks and rollers. The finished surface will provide a safer roadway for the traveling public. The improved surface should reduce accidents on the road and provide for quicker emergency response times, and will reduce maintenance costs on the road.

This proposal is supported by the local Pleasant Valley Ranger District, the Forest Supervisor, the Gila County Sheriff's Office and the Pleasant Valley Fire District.

The Resource Advisory Committee is scheduled to meet and select grants on September 18-19, 2012, in Springerville, Arizona. Because of this very compressed set of deadlines, this item needs to be considered prior to the September 18, 2012 Board of Supervisor's Meeting for authorization to proceed with the grant application process.

Conclusion

The project to haul material and surface the unpaved portion of Forest Road (FR) 512 has broad local support as well as support at the Tonto Forest Supervisor's Office. This project will improve the safety of the road, reduce emergency response times, and provide material for future maintenance. In addition, it will allow for goods and services to be more efficiently provided to the residents of Young, Arizona. In the past, several companies have refused to deliver their goods to that community because of the condition of this road and the damage to their delivery vehicles.

Recommendation

Staff recommends that the Board of Supervisors approve this Title II Grant application for "Secure Rural Schools and Community Self-Determination Act of 2000" as reauthorized by P.L. 112-141 for **Forest Road 512 Surfacing Project** for Funding Fiscal Year 2012.

Suggested Motion

Information/Discussion/Action to approve the submittal by the Gila County Public Works Department of the grant application for a "Secure Rural Schools and Community Self-Determination Act of 2000" Title II - Special Project Grant for fiscal year 2012 funding for a Forest Road 512 Surfacing Project.

(Steve Stratton, Steve Sanders, Jacque Griffin)

Attachments

FR 512 Title II Grant Application

New Release for Title II Grants 2012

**2008 - 2012 SECURE RURAL SCHOOLS
PUBLIC LAW 110-343
TITLE II PROJECT SUBMISSION FORM
USDA FOREST SERVICE**

Name of Resource Advisory Committee:
Project Number (Assigned by Designated Federal Official):
Funding Fiscal Year(s): 2012

2. Project Name: Forest Road 512 Surfacing Project	3a. State: 3b. County(s): Gila
4. Project Submitted By: Steve Sanders	5. Date: August 27, 2012
6. Contact Phone Number: (928) 402-8530	7. Contact E-mail: ssanders@gilacountyaz.gov

8. Project Location: The unpaved portion of Forest Road 512. Begin 3 miles south of SR 260 on Forest Road 512 and continue south for approximately 13.5 miles	
a. National Forest(s): Tonto	b. Forest Service District: Pleasant Valley
c. Location (Township-Range-Section) Township 10½ North, Range 15 East Sections 30,31,32. Township 10 North, Range 15 East Sections 5,8,9,16,21,22,27,33,34. Township 9 North, Range 15 East Sections 1,4,5,6,8	

9. Project Goals and Objectives:
The goal of this project is to improve the surface condition of the unpaved portion of Forest Road 512. The existing roadbed has no material on it or in the adjoining ditches that can be used for maintenance. Hauling material and surfacing the road will improve the safety of the road and provide material for future maintenance of the road. Improving the surface of this road should provide for safer passage for the travelling public and provide a quicker response time for emergency responders. Improving this road will provide for the residents of Young to receive supplies for local retailers and public using the road.

10. Project Description:
a. Brief: (*in one sentence*) Haul material and surface unpaved portion of Forest Road 512.

b. Detailed: Forest Road 512 provides access to the community of Young from SR 260. The only other access to Young is from the south via SR 288. The unpaved portion of Forest Road 512 has no base material on it and there is no way to maintain the existing road without adding material. While the road has not had much material available there has been enough to provide some maintenance and keep the road in a passable condition. The recent Poco fire in the area saw a huge increase in traffic. One of the indirect results of the traffic was that any existing material on the road disappeared. With no material in place and no resources to haul the amount of material needed to improve the road, the road will continue to deteriorate until such time that it will only be passable by 4 wheel drive vehicles. The intent of this application is to haul material and surface the road. The material will be trucked in from local material pits in the area. It will be placed on the road using motor graders, water trucks and rollers. The finished surface will provide safer road for the travelling public. The improved

surface should reduce accidents on the road and provide for quicker emergency response time. It will reduce maintenance costs on the road.

11. Types of Lands Involved?

State/Private/Other lands involved? Yes No

Land Status: National Forest Land

If Yes, specify:

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)

Improves maintenance of existing infrastructure.

Implements stewardship objectives that enhance forest ecosystems.

Restores and improves land health.

Restores water quality

13. Project Type

a. Check all that apply: (check at least 1)

Road Maintenance

Trail Maintenance

Road Decommission/Obliteration

Trail Obliteration

Other Infrastructure Maintenance (specify):

Soil Productivity Improvement

Forest Health Improvement

Watershed Restoration & Maintenance

Wildlife Habitat Restoration

Fish Habitat Restoration

Control of Noxious Weeds

Reestablish Native Species

Fuels Management/Fire Prevention

Implement CWPP Project

Other Project Type (specify):

b. Primary Purpose (select only 1): Road Maintenance

14. Identify What the Project Will Accomplish

Miles of road maintained: This project will improve 13.5 miles of road

Miles of road decommissioned/obliterated:

Number of structures maintained/improved:

Acres of soil productivity improved:

Miles of stream/river restored/improved:

Miles of fish habitat restored/improved:

Acres of native species reestablished:

Acres of hazardous fuel treatment
Miles of trail maintained:
Miles of trail obliterated:
Acres of forest health improved (including fuels reduction):
Acres of rangeland improved:
Acres of wildlife habitat restored/improved:
Acres of noxious weeds controlled:
Timber volume generated (mbf):
Jobs generated in full time equivalents (FTE) to nearest tenth. One FTE is 52 forty hour weeks:
People reached (for environmental education projects/fire prevention):
Direct economic activity benefit:
Other:

15. Estimated Project Start Date: April 2013 or when funds become available	16. Estimated Project Completion Date: Approximately 45 days after start of project
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17. List known partnerships or collaborative opportunities.

Gila County and the Tonto National Forest have a road maintenance agreement in place for maintaining various Forest Roads in Gila County. Forest Road 512 is on the road maintenance agreement. In addition to the existing agreement the Tonto National Forest has agreed to provide any additional environmental clearances if needed for the project.

18. Identify benefits to communities.

The community of Young (aka Pleasant Valley) is accessed via Forest Road 512 from the north or SR 288 from the south. Most goods and services are brought into the community via Forest Road 512. Improving the road will improve the movement of goods and services and reduce emergency response time to the community. As it is now some companies refuse to deliver their goods into the community because of the condition of the road and the damage the road has caused to delivery vehicles. This causes hardships to the residents, many of whom are retired and living on fixed incomes.

19. How does the project benefit federal lands/resources?

The benefit to the federal lands in the area should be an increase in the public using the Tonto National Forest for recreation purposes by providing a safer Forest Road for travel.

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Federal Workforce
<input checked="" type="checkbox"/> County Workforce	<input type="checkbox"/> Volunteers
<input type="checkbox"/> Grant	<input type="checkbox"/> Agreement
<input type="checkbox"/> Americorps	<input type="checkbox"/> YCC/CCC Crews
<input type="checkbox"/> Job Corps	<input type="checkbox"/> Stewardship Contract
<input type="checkbox"/> Merchantable Timber Pilot	<input type="checkbox"/> Other (specify):

21. Will the Project Generate Merchantable Timber? Yes No

22. Anticipated Project Costs
a. Title II Funds Requested: \$330,000.00
b. Is this a multi-year funding request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

23. Identify Source(s) of Other Funding:
Gila County Highway Users Revenue Funds

24. Monitoring Plan (provide as attachment) See Attachment

- a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.
- b. Identify who will conduct the monitoring:
- c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

25. Identify remedies for failure to comply with the terms of the agreement.

If project cannot be completed under the terms of this agreement:

Unused funds will be returned to the RAC account.

Other, please explain:

Project Recommended By:

/s/ (INSERT Signature)

Chairperson

Resource Advisory Committee

Project Approved By:

/s/ (INSERT Signature)

Forest Supervisor

National Forest

Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	Column A Fed. Agency Appropriated Contribution	Column B Requested Title II Contribution	Column C Other Contributions	Column D Total Available Funds
a. Field Work & Site Surveys				
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering				
f. Contract/Grant Preparation				
g. Contract/Grant Administration				
h. Contract/Grant Cost		\$334,755.00		\$334,755.00
i. Salaries				
j. Materials & Supplies				
k. Monitoring				
l. Other				
1.				
2, Partner Indirect Cost				
m. Project Sub-Total		\$334,755.00		\$334,755.00
n. FS Indirect Costs @ 8%		\$26,780.40		\$26,780.40
Total Cost Estimate		\$361,535.40		\$361,535.40

NOTES :

- a. Pre-NEPA Costs
- g. Includes Contracting/Grant Officer Representative (COR) costs. Excludes Contracting/Grant Officer costs.
- i. Cost of implementing project
- l. Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.
- n. Forest Service indirect costs, including contracting/grant officer costs if needed.

Monitoring Plan Attachment

24. Monitoring Plan (provide as attachment)

- a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.

Gila County will hire a Contractor to do haul and place the material through the approved standard County procurement procedures. Gila County will administer the project, filing all required reports and documents, tracking the progress of the project, and verify all expenses.

Gila County makes it compulsory to support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly on all bid documents. Gila County includes in all contracts that best practices are consistent with our nation's civil rights and equal opportunity laws, ensuring that all individuals regardless of race, gender, age, disability, and national origin.

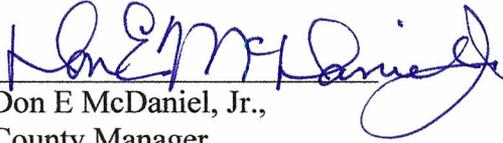
The Gila County Public Works will verify all invoices before issuing payment to Contractor.

- b. Identify who will conduct the monitoring:

The Public Works Division of Gila County will conduct all the monitoring for this project.

- c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

GILA COUNTY BOARD OF SUPERVISORS



Don E McDaniel, Jr.,
County Manager
On behalf of the Gila County Board of Supervisors



Date

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk of the Board

Approved as to form:

Bryan Chambers, Chief Deputy County Attorney



United States
Department of
Agriculture

Forest
Service

Tonto National Forest

2324 E. McDowell Rd.
Phoenix, AZ 85006
Phone: 602.225.5200
Fax: 602.225.5295
V/TTY: 602.225.5395

File Code: 7730

Date: August 21, 2012

Steve Sanders
Deputy Director of Public Works
Gila County
745 N Rose Mofford Way
Globe, AZ 85501

Dear Mr. Sanders:

The Tonto National Forest supports Gila County's proposal to secure funding to provide gravel surfacing for the 13-1/2 mile, unpaved portion of Forest Road 512 (Young Road) on the Pleasant Valley Ranger District.

The Young Road serves as an important transportation route for Forest visitors and primary access for residents of Young. The condition of the road surface and right of way are of significant concern and importance to us and we encourage maintenance activities that will improve the safety of the route for all who travel it.

Please coordinate this project with the Pleasant Valley Ranger District, and our lead Transportation Engineer, Christine Crawford, at 602-225-5279.

Sincerely,

NEIL J. BOSWORTH
Forest Supervisor

cc: Donal Luhrsen, Christine J Crawford





United States
Department of
Agriculture

Forest
Service

Pleasant Valley
Ranger
District

P.O. Box 450, Forest Rd. 63
Young, AZ 85554
Phone: 928.462.4300
Fax: 928.462.4346

File Code: 7730

Date: August 24, 2012

Mr. Steve Sanders
Deputy Director of Public Works
Gila County
745 N. Rose Mofford Way
Globe, AZ 85501

Dear Mr. Sanders,

The Pleasant Valley Ranger District strongly supports Gila County's proposal to obtain funding for the material surfacing of 13 and ½ miles of Forest Road 512.

Forest Road 512 serves as an important transportation route for Forest visitors and as primary access for the residents of Young. The current condition of the road surface does not allow for proper maintenance due to a lack of available material. Adding material will make the road easier to maintain and dramatically improve the safety for all users.

Please coordinate this project with the Pleasant Valley Ranger District, and our lead Transportation Engineer, Christine Crawford, at 602-225-5279.

Sincerely,

DONAL L. LUHRSEN
District Ranger

cc: Christine J Crawford



Thomas H. Melcher
Chief Deputy



James A. Eskew
Jail Commander

**Office of
Sheriff of Gila County
John R. Armer**

August 23, 2012

The Gila County Sheriff's Office has been made aware that Gila County Public Works is planning to apply to the USFS for a Secure Rural Schools Title II - "RAC" grant in the amount of approximately \$330,000.00 to provide for road resurfacing on USFS #512 road along the final 13-1/2 miles of unpaved surface.

The Sheriff's Office would certainly see this as a great enhancement to lowering response times to the Young, AZ area for emergency vehicles. It would also provide a much needed improvement in safety to the motoring public that uses this road. Although there are two Deputies assigned to Young and provide Law Enforcement coverage for a total of approximately 80 hours of each 168 hour week, the remaining hours require response from the Payson District. With the abysmal conditions this portion of road is usually now in, this response can take as long as an hour.

A better roadway in the National Forest will certainly decrease our response times to emergencies, lower the danger of accidents and provide better public access for both the recreational public accessing the National Forest and to the populated area of Young, AZ.

A handwritten signature in cursive script, appearing to read "Tom Melcher".

Tom Melcher, Chief Deputy
On behalf of John Armer, Sheriff



Pleasant Valley Fire District

47529 N. AZ Highway 288
PO Box 303
Young, AZ 85554

928-462-3678 Office/fax
928-462-3489 Control Burns
PVFD@mtecom.net

August 23, 2012

Ms. Jacque Griffin
Gila County Assistant Manager
1400 E. Ash Street
Globe, AZ 85501

Dear Ms. Griffin:

I am writing this letter on behalf of the Pleasant Valley Fire Department, the Pleasant Valley Fire Board and the approximately 700 residents of Young, AZ. The intent of the letter is to document our support for every effort possible to improve the condition of Forest Road 512, the primary North/South road servicing our community.

Forest Road 512 is 26 miles long, 17 of which is unpaved, and connects Young to State Highway 260. The condition of the 512 road is nothing less than extremely poor. The road surface in the majority of the road simply doesn't exist - it's compacted bedrock. Maintaining the road to even minimum acceptable standards is impossible as there is simply no material to work with. Besides the extremely rough bedrock surface, there are substantial washboards and these washboards are, in many places, severe. Accidents are not uncommon as vehicles get sideways and lose control caused by the condition of the roadway or the washboards. Flat tires are also a common occurrence. In short the road in its' current condition is not only uncomfortable and difficult to travel, it is also dangerous.

The road also raises several public safety concerns. Primary among them is the impact on fire and EMS personnel responding to incidents or the transport of medical patients. Patients that need emergency medical treatment from Young and the surrounding area are often transported to Payson Regional Hospital and that requires our ambulance to travel the 512 road. It is impossible to transport patients in a timely manner as the ambulance must travel at extremely slow speeds, sometimes at a crawl, due to the discomfort to the patient caused by the road surface. The EMS personnel administering to that patient are also challenged by the road surface. Our fire and EMS vehicles take a severe beating every time they have to travel on the 512 road. Simply put the roadway condition is prematurely aging our vehicles and endangering our residents.

We understand there is an effort underway to obtain funding to improve the 512 by resurfacing the road with new material. We strongly support any effort to improve FR512 and the ability to maintain it.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Benne".

Bonnie Benne
Clerk, Pleasant Valley Fire Board

NEWS RELEASE

Apache-Sitgreaves National Forests Tonto National Forest



For Immediate Release

Contacts: Lawrence Lujan, Apache-Sitgreaves NFs
(928) 333-6263
Paige Rockett, Tonto NF
(602) 225-5290

Funding Available to Improve Forest Health or Infrastructure Maintenance ***Deadline to submit project applications is August 27, 2012***

Springerville & Phoenix AZ; July 26, 2012—Applications are now being accepted by the Eastern Arizona Counties Resource Advisory Committee (RAC) for projects that can be funded under the Title II authority of the Secure Rural Schools and Community Self-Determination Act of 2000, as re-authorized in 2008 and recently extended through 2013. Successful applicants receive funding on a reimbursement basis.

Although the primary location for Title II projects is on Federal lands administered by the Apache-Sitgreaves National Forests (all Ranger Districts) and the Tonto National Forest (Globe, Pleasant Valley, Tonto Basin, and Payson Ranger Districts), the projects can be on non-Federal lands within Apache, Gila, Graham, Greenlee, and Navajo counties where projects would benefit resources and those who use them on these National Forests.

The Act authorizes the US Forest Service to enter into agreements or contracts with or provide grants to other Federal agencies, State and local governments, and private and non-profit entities for projects that improve the maintenance of existing infrastructure, such as roads, trails, or recreation facilities, or projects that improve forest health and restore and improve land health and water quality.

The following types of projects are eligible:

- Road, trail, and infrastructure maintenance or obliteration
- Soil productivity improvement
- Improvements in forest ecosystem health
- Watershed and stream restoration and maintenance
- Restoration, maintenance, and improvement of wildlife habitat
- Control of noxious weeds
- Re-establishment of native species

Each project proposal will be evaluated on the basis cost-effectiveness, to what extent partners are involved, it's educational value, how the project improves the quality of human life, including any employment opportunities, and what benefits accrue to ecosystem health. Projects will generally be less than \$75,000, although particularly meritorious proposals may be considered at higher funding levels.

Funding will become available in early 2013. Total funding available by county will not be determined until counties make their Secure Rural Schools and Community Self-Determination Act choices in September 2012.

-more-

- add one

Potential applicants for Title II funding should discuss their proposal with the affected District Ranger before submitting an application, because the proposal must have District Ranger support before it can be considered for funding. The Act allows Title II funds to be used for some of the costs of National Environmental Policy Act (NEPA) analysis and/or for on-the-ground project implementation. All project proposals for on-the-ground project work need to be covered by any required NEPA and associated analyses at the time of the proposal.

Project proposals will be reviewed at a September 2012 RAC meeting (exact date and location to be determined). Projects recommended and approved by the appropriate Forest Supervisor will be funded in early 2013, after completion of any needed agreements or other obligating instruments. (Successful applicants must ensure that the required legal paperwork is completed and signed before they begin their project.) Deadline for submission of project applications is August 27, 2012.

For grant applications on the Apache-Sitgreaves National Forests please contact Joe Vieth via email at jvieth@fs.fed.us or by phone at (928) 333-6261.

For grant applications on the Tonto National Forest please contact Sherry Smith via email at sherrysmith@fs.fed.us or by phone at (602) 225-5383.

For more information on Secure Rural Schools and Community Self-Determination Act please visit: <http://www.fs.usda.gov/pts>.

xxx

ARF-1443

Regular Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Jacque Griffin, Asst. County Manager/Librarian
Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Provide comment regarding Forest Service Environmental Assessment on three allotments with four permittees on the Tonto Basin Ranger District.

Background Information

The Tonto National Forest published a legal notice on August 7, 2012, in the Payson Roundup newspaper announcing the opportunity to comment on a Draft Environmental Assessment(EA)for four grazing allotments on the Tonto Basin Ranger District. The comment period ends on September 6, 2012. Only those who provide comment or otherwise express interest in the proposed action will have standing for appeal purposes.

In May 2011, the Board of Supervisors received a scoping letter regarding this proposal to develop Allotment Management Plans for these allotments. That letter stated that this proposal was originally sent out for public scoping in February 2009. Since that time, proposed actions were revised and therefore a re-scoping was needed before proceeding. That letter also stated that those who did not respond would be removed from future mailings regarding these projects.

One of the permittees involved contacted County Administration with the information that the Draft EA was currently available for comment, and asked that staff review the proposed Draft EA.

Evaluation

The Draft Environmental Assessment, "proposes to reauthorize permitted livestock grazing on Tonto Basin, 7/K, and Walnut allotments. The project area is located in the foothills of the Sierra Ancha and Mazatzal Mountains and is within the Tonto Basin Ranger District, Tonto National Forest, Arizona. This action is needed to comply with the Rescissions Act (P.L. 104-19, 1995) and because current management plans do not include definitive analysis for adaptive management as described in FSH 2209.13, Chapter 90.

Proposed action is to continue cattle grazing and associated rangeland management activities on the allotments. Livestock grazing would be managed using an adaptive management strategy as described in this document, with monitoring and mitigation measures designed to maintain satisfactory rangeland conditions and improve less than satisfactory rangeland conditions.

This 102 page document includes several alternatives, area maps, references to historical grazing practices and how that has affected current condition, soil analysis,

and environmental consequences.

Notes from a recent follow-up field trip on July 13, 2012, indicate that part or all of the four permittees have additional questions regarding both the data presented and process followed. It appears that there was very little, if any, progress on this project between February 2009 and May 2011, and that in order to meet a deadline of September 30, 2012, the process is rapidly moving through the mandated steps. Further analysis and study may be warranted.

Conclusion

Official comments to this Environmental Assessment will be considered part of the public record of this analysis and will be included in the final project record.

Recommendation

Staff recommends that the Board of Supervisors consider issuing official comments to this Draft Environmental Assessment.

Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Assessment of the Tonto Basin, Walnut, and 7/K Grazing Allotments, and to support the continued livestock grazing on these allotments within the Tonto Basin Ranger District, Gila County, Arizona. **(Jacque Griffin)**

Attachments

Legal Notice of Proposed Action TNF

Draft BOS Comment Letter

Review of Soil Analysis - Garrett

Legal Notice of Proposed Action
Opportunity to Comment
Tonto Basin, 7/K, Walnut Grazing Allotments
Draft Environmental Analysis

Tonto Basin Ranger District of the Tonto National Forest is preparing an Environmental Assessment for Tonto Basin, 7/K, and Walnut Grazing Allotments near Punkin Center, Arizona. The proposed action and associated analysis can be obtained from the Tonto Basin Ranger District in Roosevelt, Arizona. The comment period ends 30 days following the date of publication of this legal notice in the Payson RoundUp. This publication date is the exclusive means for calculating the time to submit comments on the proposed action. Those wishing to comment on this proposal should not rely upon dates or timeframes provided by any other source. Only those who provide comment or otherwise express interest in the proposed action during the comment period will be eligible as appellants. Interest expressed or comments provided on this project prior to or after the close of this comment period will not constitute standing for appeal purposes. Comments must meet the requirements of 36 CFR 215.6.

Comments must be submitted to Kelly Jardine at 28079 North Arizona Highway 188, Roosevelt, Arizona, 85545 or faxed to Mr. Jardine at (928) 467-3239. Comments may be submitted by email in Word (.doc), rich text format (.rtf), text (.txt), or hypertext markup language (.html) to comments-southwestern-tonto-tonto-basin@fs.fed.us. Comments may also be hand delivered weekdays 7:45 am - 4:30 pm at the above stated address. To be eligible for appeal, each individual or representative from each organization submitting comments must either sign the comments or verify identity upon request. Names and addresses of commentors will become part of the public record.

The U.S. Department of Agriculture is an equal opportunity provider and employer.

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September 4, 2012

Mr. Kelly Jardine
28079 North Hwy 188,
Roosevelt, AZ, 85545

Dear Mr. Jardine,

With this letter we, the Gila County Board of Supervisors are providing comments on the Draft Environmental Analysis and Environmental Assessment for the Tonto Basin, 7/K and Walnut Grazing Allotments near Punkin Center, Arizona.

We strongly support the continued Multiple Use Management philosophy, and the inclusion of adaptive management strategies that allow land managers the flexibility to make timely decisions relative to a host of ever changing conditions. We also strongly support the continued use of livestock grazing as a management tool to improve habitat.

With regard to the monitoring referenced within the Draft Environmental Analysis, we would request that the monitoring team consist of a collaborative team with broad representation including range management specialist from the educational community to ensure that the collection, interpretation and record retention aspects are adequately covered. In asking for a review in particular of the soil analysis included within this Draft Environmental Assessment, our own staff does not agree with the observations and conclusions of the Soils Specialist, USFS, who served on the ID Team. That review is attached to this letter. If there is that much room for interpretation within the data and monitoring, we ask that a broader team be tasked with the data collection, monitoring and interpretation to avoid even the appearance of personal bias.

With regard to the socioeconomic factors examined within this document, it is our belief that perhaps this section did not receive enough emphasis. With only around three percent private land, it is imperative that the federal lands within Gila County be returned to uses that generate economic benefit for both the residents and the local governments. While three allotments may not represent a

significant economic resource to the United States as a whole, they do represent a significant economic resource to our rural county. We work to preserve every single business, recognizing that these local business owners live, work, and shop here as well.

Omitted from this analysis are the other positive effects that livestock grazing has on the environment. Local ranch permittees develop and maintain valuable additional water developments that provide for enhanced habitat for all wildlife. Water development benefits the recreationists as well as hunters by providing additional suitable habitat and distribution of wildlife. Ranchers are also a valuable resource to the local law enforcement agencies with regard to being the ones most often out working in remote areas and are often the first ones to find illegal activity on the national forest. Additionally, livestock add to the species richness and diversity of an ecosystem.

We appreciate the opportunity to comment. Since these types of decisions affect the county as a whole, as well as our residents and local businesses, we request to be kept informed and this process continues, and to be provided with all future mailings as well as the decision notice.

Respectfully Submitted,

Tommie C. Martin,
Chairman

Comments on the Environmental Assessment
Tonto Basin, Walnut, 7/K Grazing Allotments
August 2012

Jake Garrett, P.E.
Wastewater Department Manager
Gila County
August 20, 2012

On July 13, 2012 I was invited to attend a range tour of the above mentioned allotments. Present at the tour were several Tonto Basin Ranger District personnel including Norm Ambos, NRCS personnel and the ranchers holding the allotments. I was specifically invited to give my opinion regarding the condition of soil in unsatisfactory and impaired pastures. Norm Ambos and I looked closely at the A horizon soil conditions in multiple locations and discussed the soil texture and structure that was encountered. Mr. Ambos showed me the platy soil structure, which he attributed to the cumulative effects of high historic grazing intensity, and the parallel root structure that was used to verify the inability of roots to penetrate through the structure. The platy soil structure was used as the major determinant in classifying pasture areas with slopes of < 10% as unsatisfactory and those with slopes between 10% and 40% as impaired.

My observations of the platy structure were that;

The structure was very fragile with soil blocks disintegrating when gently displaced. This indicates that the structure is easily penetrated by air, water and roots as was shown by the equal number of vertical roots present as compared to horizontal roots. Soil moisture conditions on this day were dry.

None of the soil observation areas possessed a platy structure of sufficient strength to inhibit the passage of air or water. By contrast, strong platy soils such as those that are found in cattle trails or two wheel dirt roads definitely inhibit the passage of air and water and would therefore be unsatisfactory or impaired.

When approximately ½ bottle of drinking water was poured onto the surface it spread out about 9"-12" before it sunk into the soil. When the remainder of the water bottle was poured in the same area it spread 2"-3" further and then disappeared into the soil.

About a week or 10 days later I happened to be passing through Tonto Basin on a day when there were NWS Flood Advisories covering these allotments. In checking with George Ewing I found that he received over ¾ inch of rain through the night and morning at his home which is near the site of the first soil observation done with Mr. Ambos on 7/13. He felt that the same amount of rain would have fallen on the test site. I conducted an observation in that location in the same fashion as was done with Mr. Ambos. My observations were as follows:

The soil was moist to a depth of about 3". A week platy structure could still be observed in the top ½ to 1" of the A Horizon, the same as was seen on 7/13.

There was no evidence of any sheeting, channeling or run off of any kind, indicating that all the rain received was absorbed in to the soil.

There was no hard, compaction skin on the surface.

Based on these observations it is my opinion that:

The cumulative effects of high historic grazing intensity are no longer present in the soils and are not a factor that should be considered when assessing the satisfactory condition of pastures.

Jake Garrett, P.E.
Wastewater Department Manager
Gila County
August 20, 2012

The platy structure noted in soil tests should be considered to be very weak platy and is not an inhibiting factor to the passage of air and water into the soil. I suspect that this soil feature has very little impact on the germination and rooting of new plants.

Conclusions drawn from the soil analysis and general translations of the specific sites to the whole of the pastures have been based on very stringent interpretations of data and have been skewed by the inclusion of the cumulative effects of high historic grazing intensity.

Weather is certainly a factor in this area but the classification of a major portion of these allotments as unsatisfactory or impaired is tremendously overstated.

I commend the Tonto Basin District Ranger and the Tonto Basin Range Management Specialist and Interdisciplinary Team Leader for committing to the Allotment Ranchers to establish test plots, with associated weather data, throughout the allotments to serve as benchmarks for future Environmental Assessments. Their commitment to working with the ranchers to develop local criteria rather than the general "Sonoran Desert" model that is presently used will be of tremendous value for future Environmental Assessments.

I am presently in the process of preparing complete comments for the Environmental Assessment for submission during the comment period.

Respectfully,

A handwritten signature in cursive script that reads "Jake Garrett". The signature is written in black ink and is positioned above the printed name.

Jake Garrett, P.E.

ARF-1406

Regular Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Department: Elections Department

Information

Request/Subject

Official Canvass of the August 28, 2012, Primary Election Results

Background Information

ARS 16-642(A) provides that the governing body holding an election shall meet and canvass the election returns not less than six days nor more than twenty days following the election.

ARS 16-646(B) provides that a certified permanent copy of the official canvass be mailed immediately to the Secretary of State.

The Secretary of State Election Procedures manual provides the Board of Supervisors shall: (1) Meet to canvass primary election returns within 10 days after the primary election; (2) Immediately provide a certified permanent copy of the county's official canvass to the Secretary of State.

Evaluation

Gila County conducted a Primary Election on August 28, 2012. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Conclusion

Gila County conducted a Primary Election on August 28, 2012. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Recommendation

The Elections Director recommends the Board of Supervisors review the Primary Election Canvass and declare the results of the election final.

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held August 28, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

Attachments

Certification Letter

ARS 16-642

ARS 16-646

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September 4, 2012

Honorable Ken Bennett
Arizona Secretary of State
1700 West Washington Street
Phoenix, AZ 85007

Dear Secretary Bennett:

I, the undersigned, being the Chairman of the Gila County Board of Supervisors do hereby certify that on Tuesday, September 4, 2012, the Gila County Board of Supervisors did canvass the returns of the August 28, 2012, Primary Election held within Gila County, Arizona, and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, this 4th day of September, 2012.

Gila County Board of Supervisors

Tommie C. Martin, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk



Fiftieth Legislature - Second Regular Session

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A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.



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16-646. Statement, contents and mailing of official canvass

A. When the result of the canvass is determined, a statement, known and designated as the official canvass, shall be entered on the official record of the election district which shall show:

1. The number of ballots cast in each precinct and in the county.
2. The number of ballots rejected in each precinct and in the county.
3. The titles of the offices voted for and the names of the persons, together with the party designation, if any, of each person voted for to fill the offices.
4. The number of votes by precincts and county received by each candidate.
5. The numbers and a brief title of each proposed constitutional amendment and each initiated or referred measure voted upon.
6. The number of votes by precincts and county for and against such proposed amendment or measure.

B. The certified permanent copy of the official canvass for all offices and ballot measures, except offices and ballot measures in a city or town election and nonpartisan election returns, shall be mailed immediately to the secretary of state who shall maintain and preserve them as a permanent public record.

C. The board of supervisors shall deliver a copy of the official canvass for all offices and ballot measures in the primary and general elections to the secretary of state in a uniform electronic computer media format that shall be agreed upon between the secretary of state and all county election officials. The uniform format shall be designed to facilitate the computer analysis of election results for offices and ballot measures that are statewide or are common to more than one county.

D. The certified permanent copy of the official canvass for all offices and ballot measures in a city or town election shall be filed with the appropriate city or town clerk, or in a special district election with the clerk of the board of supervisors, who shall maintain and preserve them as a permanent public record.

ARF-1419

Regular Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Kendall Rhyne, Chief Probation Officer
Submitted By: Sylvia Hernandez, Probation Officer Manager, Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2013 Budgeted?: Yes

Contract Dates July 31, 2012 - Grant?: No

Begin & End: July 30, 2015

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Detention Services Intergovernmental Agreement No. 08-99-0015 between the United States Marshals Service and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center is currently providing services to the United States Marshals Service by contracting bed space for the custody and care of federal detainees at a rate of \$131.40 per day per detainee. This service generates additional revenue for Gila County.

Evaluation

The purpose of this Detention Services Intergovernmental Agreement No. 08-99-0015 between the United States Marshals Service and Gila County, on behalf of the Gila County Juvenile Detention Center, is for the housing, safekeeping, and subsistence of federal juvenile detainees.

The population will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation. The estimated number of federal juvenile beds is ten (10) per day.

The per diem rate is \$131.40 per detainee per day. Guard/Transportation hourly rate is \$18.00. Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.

Conclusion

Detention Services Intergovernmental Agreement No. 08-99-0015 allows the Gila County Juvenile Detention Center to continue to provide detention services to the United States Marshals Service at a rate of \$131.40 per detainee per day.

Recommendation

The Gila County Probation Department recommends approval of the Detention Services Intergovernmental Agreement No. 08-99-0015 with the United States Marshals Service.

Suggested Motion

Information/Discussion/Action to approve a Detention Services Intergovernmental Agreement No. 08-99-0015 between the United States Marshals Service and Gila County, on behalf of the Gila County Juvenile Detention Center, to continue to provide detention services to the United States Marshals Service at a rate of \$131.40 per detainee per day. **(Kendall Rhyne)**

Attachments

Detention Services Intergovernmental Agreement No. 08-99-0015

Legal Explanation

Detention Services Intergovernmental Agreement No. 08-99-0015

between

United States Marshals Service

and

Gila County, on behalf of the

Gila County Juvenile Detention Center

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 08-99-0015	2. Effective Date See Block 19	3. Facility Code(s) 8HX	4. DUNS Number N/A
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		6. Local Government Gila County Juvenile Detention Center 1425 E. South Street Globe, AZ 85501	
7. Appropriation Data 15X1020		8. Local Contact Person Kendall Rhyne, Chief Probation Officer 9. Telephone: (928) 425-7971 x14 Fax: (928) 425-9638 Email:	
Services		Estimated Number of Federal Juvenile Beds	Per Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of Federal juvenile detainees, in accordance with content set forth herein.		11. 10	12. \$131.40
13a. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS 13b. <input type="checkbox"/> Department of Labor Wage Determination		14. Guard/Transportation Hourly Rate: \$18.00 Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency, State or County Government, and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local) _____ Signature Tommie C. Martin _____ Print Name Chairman _____ Title Date	
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal) _____ Signature Jackie Gomez _____ Print Name Grants Specialist _____ Title Date JUL 31 2012	

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Gila County** (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal juvenile detainees with the Local Government at the **Gila County Juvenile Detention Center** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal juvenile detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal juvenile detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS juvenile detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS juvenile detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal juvenile detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal juvenile detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal juvenile detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal juvenile detainees with the same level and range of care **inside** the Facility as that provided to state and local juvenile detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal juvenile detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal juvenile detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal juvenile detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal juvenile detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal juvenile detainees outside the

Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal juvenile detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal juvenile detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal juvenile detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal juvenile detainees for Tuberculosis (TB) within fourteen (14) days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal juvenile detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal juvenile detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal juvenile detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal juvenile detainee is moved.

Federal juvenile detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal juvenile detainees.

Receiving and Discharge of Federal Juvenile Detainees

The Local Government agrees to accept Federal juvenile detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal juvenile detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal juvenile detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal juvenile detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal juvenile detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal juvenile detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal juvenile detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal juvenile detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall

submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal juvenile detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal juvenile detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal juvenile detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal juvenile detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal juvenile detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal juvenile detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal juvenile detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal juvenile detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal juvenile detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal juvenile detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal juvenile detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal juvenile detainee, the Local Government shall immediately notify the Federal Government.

Special Management Inmates and Suicide Prevention

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Prisoner Rape Elimination Act (PREA)

The Facility must post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the Facility. (See Page 13.) The Facility must abide by all relevant PREA regulations.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information or Cost Sheet for Detention Services, Form USM-243;

The firm-fixed per-diem rate for services is stipulated in block #12 on page one (1) of this agreement, and shall not be subject to adjustment on the basis of **Gila County's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal juvenile detainee per "Federal juvenile detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the local U.S. Marshals district office. All information pertaining to the Facility on the USM-243 will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal juvenile detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
District of Arizona
Sandra Day O'Connor U.S. Courthouse
401 W. Washington Street, Suite 270, SPC 64
Phoenix, AZ 85003-2159
(602) 382-8768**

**Bureau of Prisons
Community Corrections Office
U.S. Courthouse and Federal Building
230 N. First Avenue, Suite 405
Phoenix, AZ 85004
(602) 766-7030**

**Immigration and Customs Enforcement
FOD – Phoenix
2035 N. Central Avenue
Phoenix, AZ 85004
(602) 766-7030**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal juvenile detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and

communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

Agreement Number 08-99-0015

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008



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-1449

Regular Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Joseph Heatherly,
Finance Director
Submitted By: Valrie Bejarano, Contracts Support
Specialist, Finance Department

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates 2012-2013 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Power Purchase Agreement with Tioga Solar Gila, LLC

Background Information

Effective October 3, 2011, Gila County and Tioga Solar Gila, LLC entered into a Power Purchase Agreement for the purpose of Tioga generating and selling electricity to Gila County at a reduced rate. Tioga will construct solar carport structures at the Globe Courthouse to generate the energy. This project does not cost the County any money for construction.

While examining the electrical Point of Delivery at the Courthouse an opportunity to reduce hazards and correct a complicated power supply was re-examined. Since the contractor is going to be on-site already and will have to make some additional switch gear additions, the Facilities Department will have them correct the expensive issues during construction.

Evaluation

Expenses related to the Point of Delivery relocation will not exceed \$50,000. The diagram shows how the power is distributed now and how it would be simplified and safer after the changes to the Point of Delivery.

This correction will isolate the electrical power so the County does not have to contact APS to coordinate and charge the County for routine maintenance on electrical panels. Secondary power to the Courthouse is safer and will move the transformer down to the generator and switch gear where it is more efficient. Moving the primary power to the lower lot will also provide better access to power for future expansion.

Conclusion

Correcting complicated and potentially hazardous electrical power service by utilizing a contractor already scheduled to do a project is fiscally responsible. Without making this Point of Delivery change our new electrical switch gear will be mounted on the outside of the Courthouse and provide a new point for possible hazards.

Recommendation

The Finance Director recommends that the Board of Supervisors approve amendment no. 2 to the Power Purchase Agreement with Tioga Solar Gila, LLC, to relocated the Point of Delivery at the Globe Courthouse to a new location.

Suggested Motion

To authorize the Chairman's signature on Amendment No. 2 to the Power Purchase Agreement between Gila County and Tioga Solar Gila, LLC, to relocate the Point of Delivery at the Globe Courthouse in the not-to-exceed amount of \$50,000. **(Joe Heatherly)**

Attachments

Amendment No. 2 to Power Purchase Agreement with Tioga Solar Gila LLC

Legal Explanation

Solar Power Point of Delivery Change Plans



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

Existing Power at Courthouse begins at the APS Power Pole

1. Primary Power goes to transformer located outside Courthouse, electrical room.
2. Secondary power travels back under the parking lot to the Transfer Switch and Generator in the lower lot.
3. Then travels back to the Courthouse Service Section in the first floor Electrical Room.
4. Using this configuration would require an additional cut through the parking lot for the solar generated power from the inverter to reach the service section with a large electrical disconnect mounted on the exterior of the first floor electrical room adjacent to the county attorneys main entrance.

New Point of Delivery would begin at the existing APS Power Pole

1. The transformer next to the courthouse will be removed eliminating the primary underground lines and transformer from the parking lot, and would be relocated at the lower lot adjacent to the existing emergency generator and transfer switch. The installation of the new service section will allow for an integrated installation of the solar power inverter the generator and transfer switches and APS transformer in one central location.
2. Some of the benefits to this would allow us to shut down and isolate the building to do maintenance on the emergency generator, transfer switch and main electrical panels in the Courthouse without having to have APS disconnect the primary voltage to the transformer this will allow for more and lower cost preventative maintenance.
 - a. Eliminates the problematic line side tap need in the existing configuration and provides power for any future building on the lower lot.

ARF-1425

Consent Agenda Item 5- A

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Department: Elections Department

Information

Request/Subject

Intergovernmental Agreement for Election Services between Gila County and the Tri-City Fire District.

Background Information

The Gila County Recorder's Office and Department of Elections perform election services for various governmental agencies and special districts within Gila County.

Changes to County policy with regard to the conduct of jurisdictional elections were adopted by the Board of Supervisors on February 7, 2012. These changes provide for a master intergovernmental agreement to be signed for each participating jurisdiction. Each master agreement will remain in effect unless one of the parties cancels the agreement.

A Menu of Services will be completed for each election. The Menu includes a fee schedule for each type of service requested of the Recorder's Office or Department of Elections.

Evaluation

The Tri-City Fire District has requested that Gila County conduct their governing board member elections.

Conclusion

At this time, the Tri-City Fire District wishes to enter into a Master Agreement with Gila County for election services.

Recommendation

The Elections Director recommends the Board of Supervisors approve the Intergovernmental Agreement for Election Services between Gila County and the Tri-City Fire District.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County and the Tri-City Fire District.

Attachments

IGA for Election Services with Tri-City Fire District

Menu of Services for Tri-City Fire District IGA

Legal Explanation

GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Tri-City Fire District seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Tri-City Fire Department hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

- I. The County shall:
 - a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter Menu, and which are requested by the Jurisdiction as indicated on the Menu;

- b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;
- c. To the extent the County determines it is able, provide personnel necessary to effectively administer and election as agreed by the parties;
- d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties;
- e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

- a. Submit to the Recorder's Office and the Department of Elections a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election.
- b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;
- c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;
- d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;
- e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;
- f. Provide Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary.
- g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

- h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets;
- i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. The County and the Jurisdiction mutually covenant and agree:

- a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice
- b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Menu to be completed for each election;
- c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;
- d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;
- e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;
- f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment, or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;
- g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

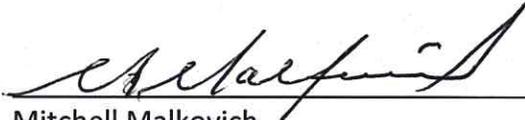
Intergovernmental Agreement for Election Services

Signed this ____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS

TRI-CITY FIRE DISTRICT

Tommie C. Martin
Chairman



Mitchell Malkovich
Chairman

ATTEST

APPROVED AS TO FORM

Marian Sheppard
Deputy Clerk of the Board



William R. Whittington, Esq.

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

<i>The Jurisdiction is responsible for meeting with BOTH the Gila County Recorder AND the Gila County Department of Elections Director to complete this Menu of Services for each election</i>			
Jurisdiction Name			
Election Title		Election Date	
Last Day to Register		No. Registered Voters	
Primary Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Secondary Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Attorney Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Candidates? (If Yes, complete section below)		Yes	No
Offices to be Elected:		Number to Elect	
1			
2			
3			
4			
5			
6			
Last Day for Candidate Filing			
Ballot Question? (If Yes, complete section below by identifying type and number of measures)		Yes	No
Copy of action calling election attached?		Yes	No
Meeting minutes, resolution, notice of election, etc. If not attached, enter date when information will be sent.		Due Date	

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

Logic and Accuracy Tests will be performed by the Gila County Department of Elections at 5515 S Apache Ave, Globe, AZ on (Enter Date)	Date
Ballot layout information including candidate names and ballot question text must be provided to the Gila County Department of Elections by the Jurisdiction no later than 5:00 pm 90 days prior to the election (Enter Date)	Due Date
Gila County Department of Elections shall email "Unofficial Early Results" to the Jurisdiction on election night shortly after 8:00 pm. Ballot Tabulation shall be reported to Jurisdiction by (Enter Date)	Due Date
Storage and Retention. All materials related to the election including signature rosters, voted ballots, official envelopes, early ballots, etc. are the property of the Jurisdiction. County shall return materials via (Select Which Method is Preferred)	Mail Pick-up Delivery

Indicate with an "X" Services to be Performed by the County	YES	NO	Resp	Cost
Early Ballot/120-Day Notice Processing per Ballot Mailed Out <small>(includes outgoing postage)</small>			Recorder	\$2.50
Early Ballot Signature Verification per Signature			Recorder	\$0.50
Provisional and Conditional Ballot Verification per ballot			Recorder	\$3.00
Petition Signature Verification per Signature			Recorder	\$3.00
Voter Registration or other Voter Lists:			Recorder	
Printed per Name			Recorder	\$0.05
Electronic per Name Plus Cost of Media			Recorder	\$0.01
CD per CD-Rom			Recorder	\$3.00
Mailing Labels per Name			Recorder	\$0.10
Registers/Rosters per Name			Recorder	\$0.05
Roster Paper			Recorder	\$0.20
Registers/Rosters per Set			Recorder	\$6.00
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Basic Fee for Service per Registered Voter <small>(Special or Not Consolidated)</small>			Elections	\$1.50
Basic Fee for Service per Registered Voter <small>(Consolidated Election)</small>			Elections	\$0.50
Ballot Question per Question			Elections	\$100.00
Sample Ballot Creation			Elections	Actual Cost
Sample Ballot Mailing			Elections	Actual Cost
Ballot Layout and Printing			Elections	Actual Cost
Recruit and Train Election Workers			Elections	\$17.00/hour
Accu-Vote Ballot Scanner Price per Unit			Elections	\$25.00
Touchscreen Unit Price per Unit			Elections	\$25.00
Memory Card Price per Card			Elections	\$25.00

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

County Personnel Labor Rate			Recorder and Elections	\$17.00/hour
County Personnel Overtime Labor Rate			Recorder and Elections	\$25.50/hour
Temporary Early Board or Other Worker Rate			Recorder and Elections	Min. Wage (Currently \$7.65/hour)
Mileage Reimbursement			Recorder and Elections	County Rate (Currently \$0.51/mile)
Postage			Recorder and Elections	Actual Cost
Written Spanish Translation			Recorder and Elections	Actual Cost
Ballot Box (Price per Box)			Recorder and Elections	\$25.00
Additional Services (as requested by the Jurisdiction) will be billed at actual cost. Such services may include consulting fees, special reports, computer programming, etc.			Recorder and Elections	Actual Cost
Additional Services Requested (Specify)				
Estimated Cost of Elections				
Gila County Recorder				
Gila County Department of Elections				
Jurisdiction Authorized Signature				
			Date	
Gila County Recorder Authorized Signature				
			Date	
Gila County Department of Elections Authorized Signature				
			Date	



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-1436

Consent Agenda Item 5- B

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Department: Elections Department

Information

Request/Subject

Intergovernmental Agreement for Election Services between Gila County and Christopher-Kohl's Fire District.

Background Information

The Gila County Recorder's Office and Department of Elections perform election services for various governmental agencies and special districts within Gila County.

Changes to County policy with regard to the conduct of jurisdictional elections were adopted by the Board of Supervisors on February 7, 2012. These changes provide for a master intergovernmental agreement to be signed for each participating jurisdiction. Each master agreement will remain in effect unless one of the parties cancels the agreement.

A Menu of Services will be completed for each election. The Menu includes a fee schedule for each type of service requested of the Recorder's Office or Department of Elections.

Evaluation

The Christopher-Kohl's Fire District has requested that Gila County conduct its governing board member elections.

Conclusion

At this time, the Christopher-Kohl's Fire District wishes to enter into an Intergovernmental Agreement with Gila County whereby Gila County will provide election services.

Recommendation

The Elections Director recommends the Board of Supervisors approve the Intergovernmental Agreement for Election Services between Gila County and the Christopher-Kohl's Fire District.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County and the Christopher-Kohl's Fire District.

Attachments

IGA for Election Services with Christopher-Kohl's Fire District
Menu of Services for Christopher-Kohl's Fire District IGA
Legal Explanation

GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Christopher-Kohl's Fire District seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Christopher-Kohl's Fire District hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

- I. The County shall:
 - a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter called the Menu, and which are requested by the Jurisdiction as indicated on the Menu;

- b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;
- c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;
- d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties;
- e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

- a. Submit to the Recorder's Office and the Department of Elections a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election;
- b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;
- c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;
- d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;
- e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;
- f. Provide Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary;
- g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

- h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets;
- i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. The County and the Jurisdiction mutually covenant and agree:

- a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;
- b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Menu to be completed for each election;
- c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;
- d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;
- e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;
- f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment, or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;
- g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

- h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;
 - i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party;
 - j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.
- IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Menu to be completed for each election.
- V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

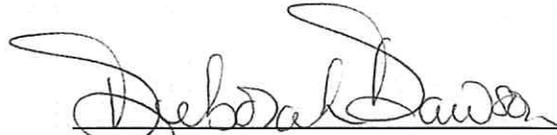
Intergovernmental Agreement for Election Services

Signed this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS

CHRISTOPHER-KOHL'S FIRE DISTRICT

Tommie C. Martin
Chairman



Deborah Dawson
Chairman

ATTEST

Marian Sheppard
Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

<i>The Jurisdiction is responsible for meeting with BOTH the Gila County Recorder AND the Gila County Department of Elections Director to complete this Menu of Services for each election</i>			
Jurisdiction Name			
Election Title		Election Date	
Last Day to Register		No. Registered Voters	
Primary Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Secondary Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Attorney Contact			
Work Phone		Email	
Cell Phone		Fax	
Home Phone		Alternate No.	
Candidates? (If Yes, complete section below)		Yes	No
Offices to be Elected:		Number to Elect	
1			
2			
3			
4			
5			
6			
Last Day for Candidate Filing			
Ballot Question? (If Yes, complete section below by identifying type and number of measures)		Yes	No
Copy of action calling election attached?		Yes	No
Meeting minutes, resolution, notice of election, etc. If not attached, enter date when information will be sent.		Due Date	

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

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Indicate with an "X" Services to be Performed by the County	YES	NO	Resp	Cost
Early Ballot/120-Day Notice Processing per Ballot Mailed Out <small>(includes outgoing postage)</small>			Recorder	\$2.50
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GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

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Additional Services Requested (Specify)				
Estimated Cost of Elections				
Gila County Recorder				
Gila County Department of Elections				
Jurisdiction Authorized Signature				
			Date	
Gila County Recorder Authorized Signature				
			Date	
Gila County Department of Elections Authorized Signature				
			Date	



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

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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-1407

Consent Agenda Item 5- C

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Department: Elections Department

Information

Request/Subject

Order to cancel elections and appoint governing board members for certain County fire districts, improvement districts, sanitary districts, vocational technology districts, and school districts.

Background Information

Water districts, wastewater districts, and sanitary districts are collectively known as County Improvement Districts. County improvement districts are covered in Title 48 of the Arizona Revised Statutes. School Districts are covered in Title 15. Elections are covered in Title 16.

ARS 16-410 provides for the cancellation of elections and the appointment of governing board members for fire districts, water and wastewater improvement districts, sanitary districts, and vocational technology districts. Further this statute provides that canceled elections shall not appear on any ballot.

ARS 15-424(D) and 15-1442, in conjunction with ARS 16-410, provide for the cancellation of elections and the appointment of governing board members for school districts and college districts.

Evaluation

The ability to cancel elections and appoint board members under these circumstances results in significant cost savings for each of the special districts, the school districts, and the County. The districts do not have to pay the County for the election and the County does not have to include these candidates on a ballot where they would have been automatically elected anyway. Additionally, the County is not required to create numerous different ballot styles for each of these individual districts.

Conclusion

Arizona Revised Statutes provide for the cancellation of elections and the appointment of board members for county improvement districts, fire districts, vocational districts, college districts, and school districts when the number of persons who filed papers is equal to or less than the number of positions available. The implementation of an Order to cancel and appoint results in cost savings to the taxpayers of Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the Order to cancel the regular scheduled November 6, 2012, governing board elections for fire districts, water and wastewater improvement districts, sanitary districts, technological districts, college district, and school districts named on Attachments A through E.

Suggested Motion

Approval of an Order to cancel November 6, 2012, governing board elections for the fire districts, water and wastewater improvement districts, sanitary districts, technological districts, college district, and school districts named on Attachments A through E.

Attachments

Order to Cancel Elections and Appoint Governing Board Members

Attachments A-E - Appointments

ARS 16-410

ARS 15-424

ARS 15-1442

ORDER

ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS CANCELLING ELECTIONS AND APPOINTING GOVERNING BOARD MEMBERS TO FIRE DISTRICTS, WATER AND WASTEWATER IMPROVEMENT DISTRICTS, SANITARY DISTRICTS, TECHNOLOGICAL DISTRICTS, AND SCHOOL DISTRICTS.

WHEREAS, pursuant to A.R.S. §16-410 the Gila County Board of Supervisors may cancel the scheduled November 6, 2012 governing board elections for fire districts, water and wastewater improvement districts, and sanitary districts when the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed for the fire districts listed on Attachment A, the water and wastewater improvement districts listed on Attachment B, the sanitary districts listed on Attachment C; and

WHEREAS, pursuant to A.R.S. §15-424(D), 15-1442, and §16-410 the Gila County Board of Supervisors may cancel the scheduled November 6, 2012 governing board elections when the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed for the technological and college districts listed on Attachment D and the school districts listed on Attachment E; and

WHEREAS, pursuant to the aforementioned Arizona Revised Statutes the Gila County Board of Supervisors may appoint those persons who filed nomination petitions or nomination papers for the district governing boards and;

WHEREAS, each person appointed pursuant to the aforementioned Arizona Revised Statutes is fully vested with the powers and duties of the office as if elected to that office;

NOW, THEREFORE BE IT ORDERED, that the Gila County Board of Supervisors does hereby cancel the November 6, 2012 governing board elections and appoint the persons listed on Attachment A to the respective fire district governing boards; the persons listed on Attachment B to the respective water and wastewater improvement district governing boards; the persons listed on Attachment C to the respective sanitary district governing boards; the persons listed on Attachment D to the respective technological district governing boards; and the persons listed on Attachment E to the respective school district governing boards.

ADOPTED this 4th day of September, 2012, in Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

FIRE DISTRICTS

Governing Board Member Appointments 2012 - 2016

District	Governing Board Member
Beaver Valley Fire District	Jolly, Jack "Ned"
	Wright, Lee
Canyon Fire District	Peterson, Michael
East Verde Park Fire District	Cambier, Mary Louise
	Pierce, Bobbie
	Weaver, Paulette
Gisela Valley Fire District	Demack, George
	Sawyer, Samuel "Gene"
	Trimblay, Ed
Houston Mesa Fire District	Norman, Randall
	Schoonover, Jeanne
Pine-Strawberry Fire District	Palmer, Melvin
	Prechtal, Dave
	Weeks, Thomas
Pleasant Valley Fire District	Braswell, David
	Hosman, Patrick M.
Round Valley/Oxbow Estates Fire District	Peterson, Teri
Tonto Basin Fire District	Jennings, Brian
	McMinimy, George
Tri-City Fire District	Gregovich Benton, Franceen
	Grider, Jim

WATER AND WASTEWATER DISTRICTS

Governing Board Member Appointments 2012 - 2016

District	Governing Board Member
Alhambra Wastewater Improvement District	Sturges, William
Canyon DWID	Ortega, Linda Haught Shellenberger, Mark A.
Pine Creek Canyon DWID	Cleary, Jim Crews, James
Pine-Strawberry WID	Dickinson, Richard Lovetro, Gary Schwalm, Sam Weeks, Thomas
Pine Water Association DWID	Heisdorffer, Maurine Randall, Sally L.
Rim Trail DWID	Rice, J. P. "Buddy"
Solitude Trails DWID	Fumusa, Mark
Strawberry Hollow DWID	Peterson, Diane
Strawberry Hollow Wastewater Imp District	Peterson, Diane
Sunflower Mesa DWID	Dudley, Norman Gibson, Donald
Tonto Village DWID	Lewinson, Jerry Martin, Roxanne Stailey, Linda
Whispering Pines DWID	Abbott, James L. Hull, Robert Wilkerson, Evelyn

Attachment C

SANITARY DISTRICTS

Governing Board Member Appointments 2012 - 2016

District	Governing Board Member
Tri-City Regional Sanitary District	Moreno, Mary Anne

TECHNOLOGICAL DISTRICTS

Governing Board Member Appointments 2012 - 2016

District	Governing Board Member
Cobre Valley Vocational Institute of Technology	Alvarado, Arthur
Northern Arizona Vocational Institute of Technology	Flake, Scott
Gila County Community College	Moorhead, Samuel

Arizona State Legislature

Bill Number Search: 

Fiftieth Legislature - Second Regular Session

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A. Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.

C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.



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15-424. Election of governing board members; terms; statement of contributions and expenditures

A. A regular election shall be held for each school district at the time and place, and in the manner, of general elections as provided in title 16.

B. Except as provided in subsection C of this section and sections 15-429 and 15-430, the term of office for each member shall be four years from January 1 next following the member's election.

C. At the first general election held for a newly formed district, three members shall be elected. The candidate receiving the highest number of votes shall be elected to a four year term, and the candidates having the second and third highest number of votes shall be elected to two year terms. A district increasing its governing board to five members shall elect at the next general election members in the following manner:

1. If one of the previous three offices is to be filled, the three candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms.

2. If two of the previous three offices are to be filled, the candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms. The candidate receiving the fourth highest number of votes shall be elected to a two year term. Thereafter all such offices shall have four year terms.

D. If only one person files or no person files a nominating petition or nomination paper for a write-in candidate for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-302. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

E. If two or more candidates receive an equal number of votes for the same office, and a higher number than any other candidate for that office, whether upon the tally by the school election board or canvass of returns by the board of supervisors, or upon recount by a court, the officer or board whose duty it is to declare the result shall determine by lot and in the presence of the candidates which candidate shall be declared elected.

F. Position of the names of candidates for each office shall be rotated so that each candidate occupies each position on the ballot an equal number of times, insofar as is possible, for each ballot style. For candidates seeking election to fill a vacancy on the governing board, the ballot shall be designated as provided in section 16-502.

G. This section does not require that a school election at which no member is to be elected be held on a general election day.

H. All candidates for the office of school district governing board member shall file with the county school superintendent a statement of contributions and expenditures as provided in section 16-913.



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15-1442. Nominating petitions; election; returns; results; certificate of election; statement of contributions and expenditures

A. Candidates for the district board must file nominating petitions, conforming to section 16-314, with the appropriate county officer.

B. Members of the district board shall be elected at the time and place, and in the manner, of general elections as provided in title 16.

C. If only one person files or no person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a community college board office, the county board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

D. The county school superintendent and the chairman of the board of supervisors shall meet on the seventh day following the election to canvass the returns in accordance with procedures for the canvass of returns in a general election. The county school superintendent shall declare the results of the election, declare elected the person receiving the highest number of votes for each office to be filled and issue to that person a certificate of election.

E. All candidates for the office of community college district governing board member shall file with the clerk of the board of supervisors a statement of contributions and expenditures as provided in section 16-913.

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Barbara Valencia, WIA Department Program Manager
Submitted By: Barbara Valencia, WIA Department Program Manager, Community Services Division

Department: Community Services Division
Division: WIA Department

Fiscal Year: Program Year 2012/Fiscal Year 2013
Budgeted?: Yes

Contract Dates Begin & End: July 1, 2012 - June 30, 2014
Grant?: Yes

Matching Requirement?: No
Fund?: Renewal

InformationRequest/Subject

Amendment No. 8 to an Intergovernmental Agreement (Contract No. DE111006001) with the Arizona Department of Economic Security.

Background Information

The Governor's Council on Workforce Policy determines each program year the amount of Governor's discretionary funds to set aside for incentives for the State's Local Workforce Investment Area. Incentive funds will be awarded to a Local Workforce Investment Area based on each core measure that is exceeded.

On September 21, 2010, the Board of Supervisors approved the original Contract No. DE111006001, which provides funds to the Gila-Pinal Workforce Investment Area under the Workforce Investment Act (WIA).

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

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

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

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

On November 1, 2011, the Board of Supervisors approved Amendment No. 5, which was amended to include paragraphs - Section 34.2, Section 35.2.

On April 3, 2012, the Board of Supervisors, approved Amendment No. 6, which was amended to reduced Dislocated Worker funds from \$979,412 to \$964,412.

On July 17, 2012, the Board of Supervisors approved Amendment No. 7, which was amended to increase the contract from \$5,847,242.00 to \$8,642,496.00.

Evaluation

Under the Local Workforce Investment Area there are a total 15 performance measures for the Youth (7 measures), Dislocated Worker (4 measures), and Adult Programs (4 measures). To exceed a performance measure means the local area must have achieved over 100% of the negotiated level. Gila/Pinal has met fourteen performance measures out of 15 with over 100% of the negotiated level.

THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, the following allocation of funds by Program and Fiscal Year are added:

PY11 WIA section 503 incentive funds \$56,507.00

Section 7.0 SERVICE DESCRIPTION is amended to add Paragraph 7.8 as follows:
7.8 TITLE V funds shall be used to support services listed in Attachment I.

Section 9.0 REPORTING REQUIREMENTS is amended to add Paragraph 9.4b as follows:
9.4 b ATTACHMENT J: QUARTERLY SUMMARY REPORT

Section 48 is amended to add Section 48.1.9 and 48.1.10 as follows:
48.1.9 Attachment I – TITLE V – Performance Incentive Services
48.1.10 Attachment J – Quarterly Summary Report

The reimbursement ceiling is increased from \$8,642,496.00 to \$8,699,003.00

Attachment H, Allocation by Program and Fiscal Year, revised 7/11/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year

Conclusion

Amendment No. 8 adds additional dollars to Contract No. DE111006001 to reflect an increase to contract in the amount of \$56,507. Contract DE111006001 between Arizona Department of Economic Security and Gila County Board of Supervisors has increased from \$8,642,496 to \$8,699,003. The contract termination date is August 31, 2015.

Recommendation

The WIA Department Program Manager recommends approval of Amendment No. 8 to Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors. This Amendment No. 8 increases the Contract from \$8,642,496 to \$8,699,003 due to exceeding 14 out of 15 core performance measures.

Suggested Motion

Approval of Amendment No. 8 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors increasing the Contract amount from \$8,642,496 to \$8,699,003 due to the Gila-Pinal Workforce Investment Area exceeding 14 out of 15 core performance measures.

Attachments

Original Contract DE111006001

Contract Amendment No. 1

Contract Amendment No.2

Contract Amendment No. 3

Contract Amendment No. 4

Contract Amendment No. 5

Contract Amendment No. 6

Contract Amendment No. 7

Contract Amendment No. 8

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner for A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

BETWEEN

THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AND

GILA COUNTY BOARD OF SUPERVISORS

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

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

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

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

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

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

FOR AND ON BEHALF OF THE ARIZONA

FOR AND ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS

DEPARTMENT OF ECONOMIC SECURITY

Elizabeth G. Csaki

Procurement Officer Signature

CATHIE G. ROSEMAN

Elizabeth G. Csaki, CPPB

Printed Name

Professional Services Unit Manager

Title

Date

11-30-10

Michael A. Pastor

Signature

Michael A. Pastor

Printed Name

Chairman of the Board of Supervisors

Title

Date

9/21/10

ADES Contract DE111006001

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara W. Behrens*
Assistant Attorney General

By: *Myra Williams*
Public Agency Legal Counsel

Date: *11/23/10*

Date: *9-21-2010*

1.0 ADES VISION AND MISSION STATEMENTS

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

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

2.0 PARTIES

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

3.0 TERM OF AGREEMENT

3.1 Term

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

3.2. Extension

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

3.3. Termination

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

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

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

4.0 PURPOSE OF AGREEMENT

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

5.0 DEFINITIONS

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

5.2 "DW" means Dislocated Worker

6.0 MANNER OF FINANCING

6.1 Compensation

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

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

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

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

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

6.3 Period of Availability for Expenditure of WIA Funds

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

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

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

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

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

6.6 Availability of Funds for the Current State Fiscal Year

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

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

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

6.7 Availability of Funds for the Next Fiscal Year

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

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

6.8 Rescission of Funds

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

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

7.0 SERVICE DESCRIPTION

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

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

7.1 Core Services

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

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

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

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

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

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

8.0 RESPONSIBILITIES

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

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

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

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

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

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

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

8.3 Confidentiality

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

8.4 Monitoring

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

9.0 REPORTING REQUIREMENTS

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

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

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

9.4 The Contractor shall provide to ADES the following reports:

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

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

10.0 PAYMENT REQUIREMENTS

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

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

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

11.0 NOTICES

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

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

Suite 200,
Globe, AZ 85501

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

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

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

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

12.0 DISPOSITION OF PROPERTY

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

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

12.2 Calculation of "Fair Market" Value

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

12.3 Property Records Retention

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

12.4 Inventory Records

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

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

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

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

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

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

13.0 PERSONAL USE OF CONTRACTS PROHIBITED

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

14.0 THIRD-PARTY ANTITRUST VIOLATIONS

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

15.0 FINGERPRINTING

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

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

16.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

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

17.0 SUSPENSION OR DEBARMENT

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

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

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

18.0 CERTIFICATION REGARDING LOBBYING

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

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

19.0 SANCTIONS AND CORRECTIVE ACTIONS

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

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

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

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

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

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

20.0 CLEAN AIR ACT & CLEAN WATER ACT

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

21.0 ENERGY POLICY AND CONSERVATION ACT

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

22.0 COPELAND "ANTI-KICKBACK" ACT

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

23.0 DAVIS-BACON ACT

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

24.0 DEBT COLLECTION & AUDIT RESOLUTION

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

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

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

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

25.0 RIGHT TO ASSURANCE

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

26.0 FIXED PRICE WITH PRICE ADJUSTMENT

The Department shall make payment in accordance with the following:

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

27.0 REVIEW

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

28.0 NON-AVAILABILITY OF FUNDS

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

29.0 ARBITRATION

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

30.0 NON-DISCRIMINATION

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

31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

32.0 CONFLICT OF INTEREST

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

33.0 AMENDMENTS OR MODIFICATIONS

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

33.2 Exceptions

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

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

34.0 AUDIT

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

35.0 APPLICABLE LAW

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

36.0 THIRD-PARTY ANTITRUST VIOLATIONS

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

37.0 IT 508 COMPLIANCE

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

38.0 INDEMNIFICATION AND INSURANCE

38.1 Indemnification

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

39.0 INDEMNIFICATION FOR SUBCONTRACTOR

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

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

40.0 INSURANCE REQUIREMENTS

40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

40.1.1 None.

41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

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

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

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

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

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

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

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

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

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

2. Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42.0 E-VERIFY

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

43.0 RIGHT OF OFFSET

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

44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

45.0 SCRUTINIZED BUSINESS

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

46.0 DATA SHARING AGREEMENT

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

47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE

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

48.0 ATTACHMENTS

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

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

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

48.1.4 Attachment D – Local Youth Report

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

48.1.6 Attachment F – Local DW Report

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

Attachment A - Sanction Schedule for Failed Performance

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

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

(Follow attached instructions)

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

Arizona Department of Economic Security

Adult Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

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

Reporting Requirements:

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

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Line Item Instructions for the Accrued Expenditure and Cash Draw Report

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

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

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

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

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

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

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

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

(Follow attached instructions)

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

Arizona Department of Economic Security

Youth Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

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

Reporting Requirements:

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

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Line Item Instructions for the Accrued Expenditure and Cash Draw Report

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

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

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

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

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

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

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

(Follow attached instructions)

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

Arizona Department of Economic Security

Dislocated Worker Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

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

Reporting Requirements:

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

ATTACHMENT G

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

ADD:

48.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

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

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

REVISE

The Numbering of the Attachments Section to:

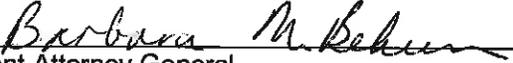
- 49.0 ATTACHMENTS
- 49.1 The following list of attachments constitutes an integral part of subject agreement.
 - 49.1.1 Attachment A - Sanction Schedule
 - 49.1.2 Attachment B - Local Adult Report
 - 49.1.3 Attachment C - Instructions for Adult Monthly Expenditure and Cash Draw Report
 - 49.1.4 Attachment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

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

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

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 2/4/11

By: 
Public Agency Legal Counsel

Bryan Chambers, Chief Deputy County Attorney

Date: 1-18-2011



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

	FROM	TO
PY10 DW Admin	\$ 33,086	\$ 40,967
FY11 DW Admin	\$ 87,888	\$ 108,823
PY10 Dislocated Worker	\$ 297,781	\$ 368,711
FY11 Dislocated Worker	\$ 790,999	\$ 979,412
PY10 Rapid Response	\$ 50,253	\$ 69,145
FY11 Rapid Response	\$ 133,486	\$ 183,061

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

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Wahle & Romano</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Michael A. Pastor</i>
TYPED NAME WAHLE & ROMANO	TYPED NAME Michael A. Pastor
TITLE Management Manager	TITLE Chairman of the Board of Supervisors
DATE 3-1-11	DATE 2/1/11

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara M. Behm*
Assistant Attorney General

By: *Raymond Chamberlain*
Public Agency Legal Counsel

Date: 2/25/11

Date: 2/1/2011



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

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

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

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

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

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Cathie G. Rodman	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman of the Board of Supervisors
DATE 3-1-11	DATE 2/1/11

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By:
Assistant Attorney General

Date: 2/25/11

By:
Public Agency Legal Counsel

Date: 2-1-2011



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Board of Supervisors 5515 S. Apache Blvd Globe AZ 885501	2. CONTRACT ID NUMBER DE111006-001 3. AMENDMENT NUMBER 4
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Section 3.1 is amended to read: The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing. Section 6.2 is amended to read: See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract. Section 6.3 is amended to read: The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b)(1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub-recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period. See Attachment H - Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this contract. Section 7.0 is amended to read: Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations. Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following: Section 7.7 is amended to read: The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105 th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant. Section 8 is amended to add Section 8.2.5 as follows: 8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur. Section 12.4 is amended to read: The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds. Property records must include: a. Asset Number b. Item Description c. Manufacturer d. Serial Number e. Acquisition Date f. Physical Location	

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

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

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

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

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

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

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

8. NAME OF CONTRACTOR
Gila County Board of Supervisors

SIGNATURE OF AUTHORIZED INDIVIDUAL *Elizabeth G. Csaki*

SIGNATURE OF AUTHORIZED INDIVIDUAL *Michael A. Pastor*

TYPED NAME
Elizabeth G. Csaki, CPPB

TYPED NAME
Michael A. Pastor

TITLE
Procurement Manager, Contract Administration

TITLE
Chairman of the Board of Supervisors

DATE
8/29/11

DATE
8/2/11

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

ARIZONA ATTORNEY GENERAL'S OFFICE

BY: *Barbara Ann Cohen*

BY: *Raymond M. ...*

ASSISTANT ATTORNEY GENERAL

PUBLIC AGENCY LEGAL COUNSEL

DATE: *8/25/11*

DATE: *6-2-2011*



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

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

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

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

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

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
8. NAME OF CONTRACTOR
Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth Csaki
TITLE Procurement Manager
DATE 11/29/2011
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Tommie C. Martin
TITLE Chairman of the Board of Supervisors
DATE 11/1/11

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

ARIZONA ATTORNEY GENERAL'S OFFICE
BY: Ken L. Smith
ASSISTANT ATTORNEY GENERAL
DATE: 11-23-11
BY: [Signature]
PUBLIC AGENCY LEGAL COUNSEL
DATE: 11 1 11



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	2. CONTRACT ID NUMBER DE111006001
	3. AMENDMENT NUMBER 06

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 33.0 Amendments or Modifications:

Section 48.1.8 Attachment H is replaced with attached Attachment H, revised 2/13/2012.:

FY11 Dislocated Worker funds are reduced from \$ 979,412.00 to \$ 964,412.00

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

The Contract total of \$5,862,242.00 is decreased by \$15,000.00. Therefore the new total contract amount is \$5,847,242.00

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth Csaki	TYPED NAME Tommie C. Martin
TITLE Procurement Manager	TITLE Chairman of the Board of Supervisors
DATE 5/4/12	DATE 4/3/12

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By:
Assistant Attorney General

Date: 4/27/12

By:
Gila County Attorney

Date: 4/3/12

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	964,412	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 975,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013

Revised 3/13/2012



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	2. CONTRACT ID NUMBER DE111006001
	3. AMENDMENT NUMBER 07

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following allocation of funds by Program and Fiscal Year are added:

- PY 2012 AD ADMIN funds are added in amount \$5,889.00
- PY 2012 YT ADMIN funds are added in amount \$70,037.00
- PY 2012 DW ADMIN funds are added in amount \$17,262.00
- FY 2013 AD ADMIN funds are added in amount \$71,300.00
- FY 2013 DW ADMIN funds are added in amount \$100,198.00
- PY 2012 YOUTH funds are added in amount \$630,336.00
- PY 2012 ADULT funds are added in amount \$53,004.00
- FY 2013 ADULT funds are added in amount \$641,698.00
- PY 2012 DW funds are added in amount \$155,350.00
- FY 2013 DW funds are added in amount \$901,786.00
- PY 2012 RR funds are added in amount \$21,807.00
- FY 2013 RR funds are added in amount \$126,587.00

The reimbursement ceiling is increased from \$ 5,847,242.00 to \$8,642,496.00

Attachment H, Allocation by Program and Fiscal Year, revised 5/1/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year..

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

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

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

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

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General
Date: _____

By: _____
Public Agency Legal Counsel
Date: _____

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
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FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
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PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			\$ 3,010,643.00			
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
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PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013

Revised 3/13/2012

PY	2012	AD ADMIN	\$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	\$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	\$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	\$ 71,300.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	\$ 100,198.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	YOUTH	\$ 630,336.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	ADULT	\$ 53,004.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	\$ 641,698.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	\$ 155,350.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	\$ 901,786.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	\$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	\$ 126,587.00	10/1/2012	6/30/2014	8/15/2014

Revised 5/1/2012

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

Table with 2 columns: 1. CONTRACTOR (Name and address) and 2. CONTRACT ID NUMBER. Includes Gila County Board of Supervisors and contract ID DE111006001.

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, the following allocation of funds by Program and Fiscal Year are added:
PY11 WIA section 503 incentive funds \$56,507.00
Section 7.0 SERVICE DESCRIPTION is amended to add Paragraph 7.8 as follows:
7.8 TITLE V funds shall be used to support services listed in Attachment I.
Section 9.0 REPORTING REQUIREMENTS is amended to add Paragraph 9.4b as follows:
9.4 b ATTACHMENT J: QUARTERLY SUMMARY REPORT
Section 48 is amended to add Section 48.1.9 and 48.1.10 as follows:
48.1.9 Attachment I – TITLE V – Performance Incentive Services
48.1.10 Attachment J – Quarterly Summary Report
The reimbursement ceiling is increased from \$8,642,496.00 to \$8,699,003.00
Attachment H, Allocation by Program and Fiscal Year, revised 7/11/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year

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

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

Table with 2 columns: 7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY and 8. NAME OF CONTRACTOR. Includes signature lines and typed names: Elizabeth G. Csaki, CPPB and Tommie C. Martin.

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

ARIZONA ATTORNEY GENERAL'S OFFICE
By: Assistant Attorney General
By: Public Agency Legal Counsel
Date: _____

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			\$ 3,010,643.00			
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
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PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	\$ 56,507.00	*1	*2	*3
			\$ 2,893,106.00			

Revised 3/13/2012

PY	2012	AD ADMIN	\$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	\$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	\$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
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PY	2012	ADULT	\$ 53,004.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	\$ 641,698.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	\$ 155,350.00	7/1/2012	6/30/2014	8/15/2014
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PY	2012	RR	\$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	\$ 126,587.00	10/1/2012	6/30/2014	8/15/2014
			\$ 2,795,254.00			

Revised 7/11/2012

signature on Amendment 9
 e of last signature on Amendment 9
 er date of last signature on Amendment 9

Funding provided through U.S. Department of Labor
 Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
 CFDA#17.258 Adult
 CFDA#17.259 Youth
 CFDA#17.278 Dislocated Worker

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

GILA/PINAL WORKFORCE INVESTMENT AREA

- A. Innovative – Services and activities beyond those the state conducts with its regular funds from these programs.

Success Coaches

A success coaches program is one of the most significant retention strategies for WIA participants attending Central Arizona College and Gila Community College. Success coaches will be second-year college students with a record of academic success (i.e. a cumulative college G.P.A. of at least 2.5). The coaches will work with cohorts of first-year Central Arizona College and Gila Community College students who are Workforce Investment Act participants. Success Coaches will provide peer leadership and mentoring and help facilitate access to college resources. Each success coach will meet with his or her assigned WIA participants at least twice a month.

The WIA Case Managers will supervise the success coaches. The success coach must complete a brief meeting summary record each time he or she meets with a student participant and log each attempt to contact the student. This record will describe the main issues of any problems discussed. The WIA Case Manager will compile a report on a monthly basis for the WIA Project Coordinator. The WIA Project Coordinator and Case Managers will select the success coaches through an application, interview, and recommendation process. Each success coach will receive a stipend and will be responsible for up to 15 students.

The WIA Case Managers will provide the success coaches with 15-20 hours of WIA training during summer and training will be mandatory for all new and returning success coaches each year they participate in the program. Training sessions will cover their roles, expectations, differences between high school and college.

For experience, the success coaches must be able to demonstrate ability to function effectively in a team environment and to communicate professionally with people from diverse cultural and personal backgrounds. Success coaches must have a positive attitude and enthusiasm about education and career goal attainment and be able to relate to the participants.

This type of mentoring will assist in retaining participants and help remove any barriers participants may have during their participation in the WIA program.

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

- B. Comprehensive and coordinated – Combined activities and services that are authorized by different programs.

Success coach program involves a high degree of collaboration with education, business, and community partners. Both major partners, Central Arizona College and Gila Community College have well-established relationships with schools, community-based organizations, human service agencies, and faith-based organizations, other community colleges, and business employers.

An Advisory Committee will be the key mechanism for maintaining, strengthening, and expanding the partnership. The committee will be comprised of representatives from the partnering organizations and will have at least one youth representative. This group will play a central role in achieving the level of communication and coordination required for continuous quality management and for achieving successful program outcomes.

Following is a chart describing the established partnerships for the WIA Program.

PARTNERSHIP RESOURCE MATRIX	
Central Arizona College	Access to vocational courses, study skills programs, work readiness classes, available curricula, student employment services, advising services, use of classrooms, computer labs, and meeting rooms.
Gila Community College	Occupational skills training, program oversight, planning and coordination activities with Central Arizona College, staff supervision, facilities, equipment, supplies, fiscal staff support.
Vista Verde High School	Outreach and recruitment, referrals, facility space.
Central Arizona Valley Institute of Technology (CAVIT)	Vocational training, service learning opportunities for WIA participants.
Seeds of Hope	Summer programming activities, referrals from agency, accept referrals from WIA staff for client services.
Coolidge Youth Coalition	Referral of eligible youth
Pinal Hispanic Council	Referral of eligible youth, guidance counseling
Coolidge Rotary Club	Referral of eligible youth, transportation assistance, scholarship opportunities
Great Western Bank	Financial Literacy classes, banking services overview, and overview of careers in banking (covers both counties)
United States Forest Service	Develop worksites/provide supervision, workshops speakers
Cobre Valley Institute of Technology	Referral of eligible youth, promotion within community.

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

- C. Targeted to improving system performance – Activities that serve needs and population that are likely to result in improving states systems of employment, training, and education, including those linking to green occupations and high-growth industries.

Both Central Arizona College and Gila Community College in this partnership have training program geared toward the “green economy”. Jobs in the emerging employment fields of renewable energy and sustainable practices are projected grow rapidly in our region. These jobs provide good ways and are usually difficult to outsource to other countries. They also offer career paths and opportunities for entrepreneurship. Sectors that have been identified as part of the green economy include construction, transportation, sustainable energy such as solar, wind, and cellulosic bio-fuels, green manufacturing, reforestation, waste and water management.

Success Coaches will refer participant to training and education that prepares them for work in the emerging green economy as well high-growth emerging industries. The following programs, resources and activities coordinated by the Success Coaches along with the WIA Case Managers will assist the WIA participants to remain in the program to achieve their training goals.

Central Arizona College	Gila Community College
Bio-Fuels Certificate (12 credits)	Electrical/Instrumentation Technology
Solar Technician (9 credits)	Industrial Plant Technology
Renewable Energy Technician (Associate Degree)	Renewable Sustainable Energy
Home Weatherization courses	Home Weatherization courses

The Workforce Investment Act youth training programs struggle with the challenge of retaining participants. A central goal of the success coach program is to retain its participants, help them complete school or college, and ensure they finish job training.

Program, Resource or Activity	Support of Retention	Support of Completion.
Dual Enrollment – Central Arizona College and Gila Community College offer dual enrollment classes for high school students.	Earning college credits in high school can give students more confidence in college	Dual Enrollment can reinforce the value of a high school education, thereby contributing to a student staying in school and graduating with a high school diploma.
Work Readiness Workshops – Provide participants with the soft skills they will need during work experience assignments. The workshops will also provide direction in finding and obtaining employment,	The ability to hold a part-time job, coupled with WIA services and financial aid, can give participants the level of support they need to stay in school or college.	Participants who have successful work experiences because they are prepared for the work environment are more likely to find value in the WIA program, which enhances program completion.

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

<p>Financial Literacy Workshops – Teach students sound financial strategies and help them to avoid making financial mistakes that damage their future prospects.</p>	<p>If participants are able to feel financially secure, they will be more likely to remain in school and complete their course of study.</p>	<p>Participants will gain the financial knowledge that enhances the likelihood of completing college.</p>
<p>Career Exploration – Career counseling provided by college, staff, high school career counselors, and case managers will help provide participants with the knowledge and support they need to make informed decisions about their future.</p>	<p>If participants feel more confident in their career decisions, they will be more inclined to stay in school or college, which supports school, college, and program retention</p>	<p>Participants with established career goals are more likely to complete college and job training programs and to value the WIA program.</p>
<p>Study Skills Program – Help participants develop the study skills needed for success in an academic setting.</p>	<p>Success in completion of high school and college classes due to enhanced study skills will increase retention in the WIA program.</p>	<p>Acquiring study skills can lead to improved grades, which would increase the extent to which the student values the WIA program.</p>

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
ATTACHMENT J
WIA Section 503 Incentive Grant Funds
Program Year 2010/Fiscal Year 2011
QUARTERLY SUMMARY REPORT

Contract # _____

Reporting Entity: _____

Report Period: _____

Report Prepared By: _____
(Name and Title)

Date: _____

Report Submitted By: _____
(Name and Title)

1. Major activities and accomplishments toward the stated goals during this reporting period
2. Problems/Barriers and how they are being addressed
3. Is the project on schedule? Ahead of schedule? Behind schedule?
4. Best practices or program innovations
5. Data
6. Vignettes

Instructions for Preparing the Quarterly Report

FORMAT

Quarterly progress reports should give the Department of Economic Security sufficient information for a full understanding of the grant performance. No page minimum or limitations are prescribed regarding the length of the report. Fully respond to each of the information categories covered by the report.

REPORT CONTENTS – Please follow this format

- 1. Major activities and accomplishments toward the stated goals during this reporting period** Summarize grant related activities and accomplishments that occurred during the reporting period. Reference should be made to each of the services provided by or developed by the grantee.
- 2. Problems/barriers and how it was addressed**
Describe any deviations or departures from the proposed activities. Describe the problem, alternatives considered to resolve the problem, and the impact of the problem on achieving program goals and objectives.
- 3. Is the project on schedule? Ahead of schedule? Behind schedule?** Describe what activities or strategies are being implemented provide details if the project is behind schedule and what actions/strategies are being implemented to ensure project timelines are met.
- 4. Best practices and/or program Innovations**
Describe best practices or innovations that have been successful in the targeted service area.
- 5. Data**
Provide summary data (e.g., # served/trained, development of core components, etc.). Please provide data for both the reporting quarter and the project-to-date.
- 6. Vignettes**
Include anecdotal information or descriptions of situations where services provided through this grant positively affected the lives of the people served.



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-1442

Consent Agenda Item 5- E

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Joseph Heatherly,
Finance Director
Submitted By: Valrie Bejarano, Contracts Support
Specialist, Finance Department

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates 9-2-2010 to Grant?: No

Begin & End: 6-30-2013

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 3 to Professional Engineering Services Contract No. 6510.526.REC04/8-2010 with C.L. Williams Consulting, Inc, for the Pine Creek Canyon Road Project

Background Information

On September 21, 2010, Gila County and C.L. Williams Consulting, Inc, entered into a contract whereby the contractor agreed to provide a scope of service related to the final roadway and major drainage improvements for the Pine Creek Canyon Road Reconstruction Project located in within the unincorporated area of Gila County known as Pine, Arizona, in the amount of \$68,382, through June 30, 2011.

Evaluation

On June 28, 2011, the Board of Supervisors approved Amendment #1 to extend the term of the contract to July 31, 2012, without a monetary increase. On April 4, 2012, the Board of Supervisors approved Amendment #2 to the contract to increase the value by \$10,000 for construction and post design during construction services and extend the contract through June 30, 2013.

There have been numerous conflicts with utilities within the project as well as additional assistance needed and provided to the project general contractor. There is currently \$438 remaining on the purchase order from the 2nd amendment; however, that amount will not cover any of the additional time or design amendments moving forward.

Conclusion

Amendment #3 will allow the contract to increase by a not to exceed budgeted amount of \$20,000 for potential supplemental professional services during construction that was not included in the original scope of work.

Recommendation

The Finance Director recommends that the Board of Supervisors approve Amendment #3 to the Professional Engineering Services Contract with C.L. Williams Consulting to provide for the final scope of work involved with the Pine Creek Canyon Road Reconstruction Project.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 3 to Professional Services Engineering Contract No. 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc. to increase the contract amount by \$20,000 for professional engineering services on the Pine Creek Canyon Road Reconstruction Project with the term ending June 30, 2013.

Attachments

Original C.L. Williams Contract 6510.526.REC04/8-2010

Amendment No 1 Contract 6510.526.REC04/8-2010

Amendment No. 2 Contract 6510.526.REC04/8-2010

Amendment No. 3 Contract 6510.526.REC04/8-2010

Legal Explanation

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PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010

PINE CREEK CANYON ROAD PROJECT

THIS AGREEMENT, made and entered into this 21st day of September, 2010, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County has requested the Engineer prepare a scope of services to provide engineering services related to final roadway and major drainage improvements for Pine Creek Canyon Road located within the unincorporated area of Gila County know as Pine, Arizona.

The roadway typical section will consist of no less than a 22-foot wide paved surface with improved shoulders where possible. Gila County has been working on the right of way throughout the project and will present all electronic linework to the Engineer on award of the contract. The design speed for this project will be 35 miles per hour but may be less to reduce possible conflicts with the existing right of way. The posted speed limit will be 25 miles per hour. No new additional right of way will be obtained as part of this project. In accordance with County Roadway Design Standards the pavement section for this project will be 3"AC over 8" ABC. Geotechnical studies will not be performed for this

project. Hydrologic analyses performed during the 2003 study (see below) will be used for this project and will assume that revisions to the previous analysis are not required.

Project History

Evaluation of this roadway began during a 2003 study and entailed detailed right-of-way determination and conceptual level construction improvement plans for the entire roadway. During the 2003 project phase, roadway improvements considered two typical roadway sections: typical County rural collector and a modified section. Given the conflicts associated with the resulting right of way the County desires a new typical section to reduce potential conflicts. However, improvements must not extend (to the east) beyond the existing roadway prism. Given this added element design efforts will require greater detail and analysis as well as the associated effort when designed any driveway access improvements/adjustment/changes. Driveway access will be of critical concern as the existing relief of the area is mountainous and any adjustment to the main roadway grade can make for associated problematic driveway grades.

The limits of this project will commence at the intersection of SR 87 and Pine Creek Canyon Road and end just north of Trails End Drive. The length of this project is approximately 4,800 feet.

The previous contracts for this project were not completed due to County changes in project priorities.

Contract Timeline History

<u>Contract Date</u>	<u>Contract Amount</u>	<u>Change Order</u>	<u>Change Amount</u>
April 20, 2004	\$ 61,490.00	#1: September 28, 2004	\$ 18,000.00
		#2: February 13, 2007	\$ 56,542.00

Contract Totals = \$136,032.00

Expensed To Date = \$ 71,360.00

New Contract = \$ 68,382.00

The Engineer proposes to complete the Pine Creek Canyon Road Improvement Project in accordance with the Scope of Services included in this Contract.

TASK 1: Data Collection, Coordination and Meetings

The work under this task will include all necessary field reconnaissance to review any changes to the conditions existing during 2003 and today. Traffic counts will not be required for this project as the roadway typical section and design speed has been established by the County (e.g., county standards and staff direction).

Other data/information to be collected and reviewed, as provided by the County, are; aerial and topographic mapping if necessary and right of way linework/electronic file located on the same horizontal and vertical datum as that used for the aerial mapping.

Any necessary field survey data collection (locate surface features and subsurface utility systems via Bluestake methods, signing...etc.) will be provided by Gila County on written request of the Consultant.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (3) three Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent design level). The Progress Meetings may be held in Payson with a field visit afterward if necessary.

The Engineer Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Public and/or BOS may be added by the County as an additional service if the County so desires. Utility coordination meetings are including within Task 5.

TASK 2: Drainage Design

No additional hydrologic analysis will be performed for this project. The previous analysis included estimates of the 25- and 100-year rainfall recurrence events. Only existing hydraulic structures (i.e., culverts) will be improved under this project. Where possible, culverts will be improved to pass the discharge resulting from the 25-year event and no greater than 12" overtopping the roadway during the 100-year event. Any improvements will be made considering the effect on downstream property to ensure that diversion(s) of existing runoff does not occur.

Improved culverts will consist of corrugated metal pipe with metal end sections. Where practicable, outlet erosion (riprap catch basin per HEC-14, 2006 edition) control systems will be included within this project.

TASK 3: Roadway Improvement Plans

Engineer will develop Construction Improvement Plans. Plan and profile sheets will be shown at a 1"=40' horizontal scale and 1"=4' vertical scale. Cross-section sheets for roadway improvements will be submitted for this project at 50 foot intervals or more frequently as determined by the Engineer. Intersection improvements, where necessary, will be shown within a plan view (grading sheets) scale of no greater than 1"=20' or other scale as determined by the Engineer or the County. There are currently about seven noted intersections within the project that may require special grading

consideration. The plans will also include details as necessary to complete the construction improvements. Detail sheets will include typical driveway and intersection treatment. However, non-typical treatment, if encountered, will be shown on each respective plan sheet or within a separate detail. Driveway and/or intersection solutions may extend outside the existing right of way, however, the improvements will be limited to within the existing right-of-way where practicable.

The plan and profile will show existing and proposed grade at the centerline of the design roadway alignment along with a super-elevation diagram.

Also included within this task will be signing and striping plans showing existing signing and any removals, relocations or new signing within or immediately outside of the project limits.

The typical roadway section for this project will be as directed by the County and may be modified during the design process (prior to the 90% design level). Where steeper slopes result, Engineer will evaluate the need for guardrail. Roadway cut slopes will be no steeper than 2:1 and embankment slopes no steeper than 3:1 but 4:1 preferable and where possible.

Potholing for utility systems are not included within this scope but may be added as an additional service if authorized by the County

Estimate of the sheets to be involved with plan set are:

1. Cover sheet; (1),
2. General Notes and Symbols sheet; (1),
3. Typical Section and Details sheets; (3-5),
4. Geometric sheet [1"=50'H]; (2),
5. Roadway Plan & Profile sheets [1"=40'H, 1"=4'V]; (5-6)
6. Signing and Striping sheet [1"=40'H]; (2), and
7. Roadway Cross Section sheets [1"=10'H, 1"=5'V]; (12-14).

TASK 4: Bid Documents

The Engineer will produce construction contract bidding documents using existing County Bidding "Boiler Plate" documents. The Engineer will develop necessary special provisions and technical specifications that will include items such as requiring the contractor to submit a traffic control plan to minimize interference with traffic during construction as this will likely be a major element of the project. The contractor will also be responsible for all other local, state and federal permits required. A storm water pollution prevention permit will be required by the ADEQ and therefore the contractor will be alerted to the need to prepare and submit the necessary permit for this element within the plans or specifications (the County will also be required to submit an NOI as the Owner of this project).

TASK 5: Utility Coordination

The Engineer will coordinate with all surrounding utility companies and supply them with reduced scale sets of preliminary plans for review and comment to insure that existing or future planned system conflicts are considered under this work. Any possible conflicts associated with the project such as relocation or removal either will be called out on the plans to be performed by the contractor or the affected utility company, as directed by the County. This task also includes sufficient time to review data obtained and to determine what, if any, conflicts would arise between the design and any existing or proposed utility systems/features. Any conflicts, if found to exist, will be resolved by each utility owner.

Also included within this task are the following meetings:

1. Up to (2) two Progress Meetings with utility owner representatives on-site to discuss elements and possible conflicts relative to this project (likely held at or just after the 60- and 90-percent design level is submitted to the County).

TASK 6: Progress Submittals, Estimates and Deliverables

Submittals will include one electronic submittal to the County and one set of prints to known utility companies for each submittal:

- **Initial Design Submittal (60% Design Level)**
 - Existing topography
 - Preliminary line and grade of roadway and drainage systems
 - Notable conflicts with right of way and/or utility system elements.
 - Existing right-of-way (linework provided to Engineer by the County)
 - Preliminary new right-of-way, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
 - 90% Level Design Plans
 - Revised line and grade of roadway and/or drainage systems
 - Preliminary Detail Sheets
 - Preliminary Construction Notes
 - Preliminary Construction Cost Estimate
 - Preliminary Contract Documents (may be submitted prior to this submittal stage)
- **Final Plan Submittal (100% Level)**
 - Final Excavation Plan
 - Final Construction Cost Estimate
 - Final Contract Documents

The final submittal will consist of: one reproducible (1) copy of the 24"x36" Final Construction Improvement Plan, one (1) sealed copy of the Final Construction Cost Estimate, and one master copy of the Contract Bidding Document (all copies to be done by Gila County).

TASK 7: Bidding Assistance

The Engineer shall provide assistance with the following post-design items.

- Preparation of Bid Addendum(s)
- Pre-bid meeting attendance,
- Bid tabulation and analysis,
- Bid Recommendation,
- Pre-Construction Meeting attendance and,
- Up to two (2) on-site progress meetings during construction.

Assumptions Used in Developing Scope of Work

The following assumptions were used by the Engineering to develop the above scope of this project.

1. Topography, in an AutoCAD 2004 3D format, including all necessary planimetrics and other aerial mapping products will be provided to the Engineer by the County if the previously developed 2003 product is found to have sufficient errors as determined by the County.
2. Attempts to contact an individual utility owner, for the purposes of determining what, if any, conflicts may exist between the proposed improvements and existing utility systems, will be limited to twice per week for no more than two weeks. Thereafter, the County will coordinate and obtain the necessary information from a given utility owner.
3. Geotechnical investigation is not required to be undertaken. Rock excavation or special removal and/or construction techniques will assume to not be required for this project.
4. Right of way information including the location of any property or construction benchmark monumentation will be provided to the Engineer by the County.
5. The location of utility systems within the study area, including any bluestake markings to be coordinated by County staff, will be provided to the Engineer by the County.
6. Floodplain and/or additional hydrologic analyses are not required.
7. The design vehicle to be used for roadway analysis and design will be a standard HS-20 type truck (i.e., heavy truck type) unless otherwise directed by the County.
8. The design of any utility relocation is not required.
9. Construction Management and other post design services (not listed within Task 7) such as major changes to the plans or bid document are not required. Minor changes to the plans that would occur during the bidding process are included within the fee. Additional post design services beyond those detailed within this proposal may be provided to the County as an additional service if desired.
10. All necessary environmental, FEMA, SHPO, ADEQ, EPA, U.S. Army of Corps...etc. permitting, planning and coordination will not be required of the Engineer for this project.

ARTICLE II – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to the Engineer by the County, it is anticipated that completion of this study will take 120 calendar days, assuming a 14-calendar day agency/utility review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 45-60 calendar days.

Engineers Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	\$6,350
2	Drainage Design	\$9,060
3	Roadway Improvement Plans	\$42,190
4	Bid Documents	\$2,020
5	Utility Coordination	\$2,200
6	Progress Submittals, Estimates and Deliverables	\$2,502
7	Post Design Services	\$4,060
Total		\$68,382

Contract term shall be in effect from date approved by Board of Supervisors until June 30, 2011.

ARTICLE III – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Engineer 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 Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Engineer from and against any and all claims. It is agreed that the Engineer 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 Engineer 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 Engineer for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Engineer 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 Engineer, 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 Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Engineer 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 Engineer".

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.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
 2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Engineer 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 Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Engineer 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 Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right

to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies or Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

Any breach of Engineer'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 Engineer 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, Engineer 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 Engineer approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Engineer certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If this 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. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

Compensation shall follow the guidelines of A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Engineer, the County agrees to pay the amount of not more than \$ 68,382.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT**

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors

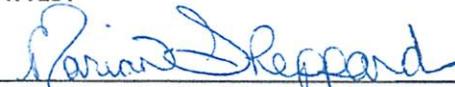


Signature of Engineer



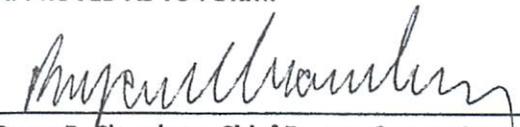
Print Name

ATTEST



Marian Shepherd, Deputy Clerk of the Board

APPROVED AS TO FORM:



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

Tommie C. Martin, District I Supervisor
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PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT
AMENDMENT #1

Effective September 21, 2010, Gila County and C.L. Williams, Inc., entered into a contract whereby C.L. Williams would provide a scope of services related to the final roadway and major drainage improvements for Pine Creek Canyon road located within the unincorporated area of Gila County known as Pine, Arizona.. The term of the contract will expire June 30, 2011.

Amendment No. 1 to the contract will allow the contract period to be extended to July 31, 2012. There have been numerous conflicts with utilities and easements that have caused delays in completing the scope of work for this project. Extending to July 31, 2012 will allow for the engineering portion to be completed by C.L. Williams.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28th day of June, 2011.

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

CONSULTANT:
C.L. WILLIAMS CONSULTING

Consultant Signature

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

CHARLES WILLIAMS
Print Name

APPROVED AS TO FORM

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

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
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
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

1400 E. Ash St.
Globe, AZ 85501

**PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT**

AMENDMENT NO. 2

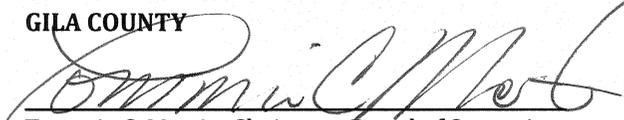
Effective September 21, 2010, Gila County and C.L. Williams, Inc., entered into a contract whereby C.L. Williams agreed to provide a scope of services related to the final roadway and major drainage improvements for Pine Creek Canyon Road project located within the unincorporated area of Gila County known as Pine, Arizona. Amendment #1 dated June 28, 2011, extended the term of the contract to July 31, 2012, without a monetary increase.

Amendment No. 2 to the contract will allow the increase of up to \$10,000.00 for potential supplemental professional services during construction that were not included in the original scope of work. Since the construction project is beginning on or around May 1, 2012, an extension for this contract may be necessary until June 30, 2013. The Scope of Work tasks that are anticipated for this amendment that are not included in the original agreement are:

- Supplemental design for site specific conditions necessitated by Construction Activities
- Supplemental design for areas where the County is not able to obtain easements
- Review of Contractor Material Submittals
- Review of Contractor Requests for Payment
- Response to Contractors and County's requests for information
- On-site inspection of sub surface site conditions revealed during Construction Activities

IN WITNESS WHEREOF, two (2) identical counterparts of amendment #2 to contract no. 6510.526.REC04/8-2010, each which shall include original signatures and for all proposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1st day of May, 2012.

GILA COUNTY


Tommie C. Martin, Chairman, Board of Supervisors

Date: 5/1/12

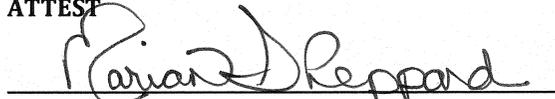
C.L. WILLIAMS CONSULTING


Consultant Signature

CHARLES L. WILLIAMS
Print Name

Date: 4-19-12

ATTEST


Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM


Bryan Chambers, Chief Deputy County Attorney

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

1400 E. Ash St.
Globe, AZ 85501

AMENDMENT NO. 3

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010 PINE CREEK CANYON ROAD PROJECT

C. L. WILLIAMS CONSULTING, INC.

Effective September 21, 2010, Gila County and C.L. Williams, Inc., entered into a contract whereby C.L. Williams agreed to provide a scope of services related to the final roadway and major drainage improvements for the Pine Creek Canyon Road Project located within the unincorporated area of Gila County known as Pine, Arizona, in the amount of \$68,382.

Amendment #1 dated June 28, 2011, extended the term of the contract to July 31, 2012, without a monetary increase. Amendment #2 dated April 4, 2012, increased the contract value by \$10,000 for Construction and Post Design during construction services and extended the contract through June 30, 2013.

There have been numerous conflicts with utilities within the project as well as additional assistance needed and provided to the project General Contractor. There is currently \$438 remaining on the purchase order from the 2nd amendment; however, that amount will not cover any of the additional time or design amendments moving forward.

Amendment No. 3 to the contract will allow the increase of a not to exceed budgeted amount of \$20,000 for potential supplemental professional services during construction that were not included in the original scope of work. The Scope of Work tasks that are anticipated for this amendment that are not included in the original agreement are:

- Supplemental design for site specific conditions necessitated by Construction Activities
- Supplemental Construction Inspection and Administration
- Review of Contractor Material Submittals
- Review of Contractor Requests for Payment
- Response to Contractors and County's requests for information
- On-site inspection of sub surface site conditions revealed during Construction Activities

IN WITNESS WHEREOF, two (2) identical counterparts of amendment #3 to contract 6510.526.REC04/8-2010, each which shall include original signatures and for all proposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2012.

GILA COUNTY

Tommie C. Martin, Chairman, Board of Supervisors

Date: _____

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan Chambers, Chief Deputy County Attorney

C.L. WILLIAMS CONSULTING

Charles L. Williams
Consultant Signature

CHARLES L. WILLIAMS
Print Name

Date: 8-17-12



GILA COUNTY ATTORNEY Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-1433

Consent Agenda Item 5- F

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Steve Stratton, **Submitted By:** Shannon Boyer, Executive
Public Works Division Administrative Asst., Public Works
Division
Director

Department: Public Works Division

Information

Request/Subject

Public Works Division Policy # RM 09-02 - Commercial Driver's License (CDL)
Expenses Proposed Revisions

Background Information

The proposed revisions are to the Public Works Division Policy # RM 09-02 - CDL Expenses, which was approved on June 23, 2009.

Evaluation

The original policy did not address how many times Gila County would reimburse for the CDL required physical exam. Since the Motor Vehicle Division requires a physical once every twenty-four months, the proposed revision reads that Gila County will reimburse for one physical every twenty-four months. Also, in the original policy, there was no provision for reimbursement of CDL renewal fees.

Conclusion

The proposed revisions address reimbursement for both the required every twenty-four month physicals and the renewal fees.

Recommendation

The Gila County Public Works Division recommends approval of the proposed revisions to the Public Works Division Policy # RM 09-02 - CDL Expenses.

Suggested Motion

Approval of revisions to Public Works Division Policy No. RM 09-02 - Commercial Driver's License Expenses.

Attachments

Final PWD Policy #RM 09-02 CDL Expenses

PWD Policy #RM 09-02 CDL Expenses - Changes in red



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

<p>Title: Commercial Driver License (CDL) Expenses</p>	<p>Effective Date: 6-23-09 Revised: 9-4-12</p>	<p>Department: Consolidated Roads, Auto/Equipment Maintenance, & Recycling & Landfill Management</p>
<p>Purpose: To clarify CDL requirements for employees and define what CDL related expenses will be paid by the Gila County Public Works Division.</p>	<p>Authorized Signature:</p> <hr/> <p align="center">Steve Stratton, Director of Public Works</p> <hr/> <p align="center">Bryan Chambers Chief Deputy County Attorney</p>	

Policy Statement:

This policy is intended to supplement Rule 10 – Drugs and Alcohol of the Gila County Merit System Rules and Policies Manual. The Gila County Merit System Rules and Policies take precedence in the event of any conflict between the policies.

It is the intent of the Public Works Department Managers and Supervisors to ensure that Public Works employees that are required to have a Commercial Driver License receive their required medical physical exam every twenty-four (24) months. Therefore, in the interest of reducing liability, Gila County will pay up to \$100 once every twenty-four (24) months for the CDL required physical exam for a Regular Status Full-Time employee that has successfully completed probation. Any endorsements

required will also be reimbursed to the employee up to the amount charged by the MVD of Arizona.

1. Background:

This policy and the CDL requirements discussed herein pertain only to the classifications that require a CDL and/or endorsements. Drivers of all commercial vehicles are required to have a medical examination every two years.

A commercial motor vehicle is any self-propelled or towed vehicle used on public highways when:

- A. The vehicle's gross weight rating or gross combination is over 26,001 pounds.
- B. The vehicle is designed to transport more than 15 passengers including the driver; or
- C. The vehicle is used in the transportation of hazardous materials in quantities requiring placard under the Hazardous Transportation Act.

2. Responsibilities:

Supervisors will uphold the requirement for a Class A and B CDL with endorsements and will prohibit any employee from operating equipment requiring a CDL without endorsements, physicals, renewals, and refreshers, except for training and/or testing purposes. This responsibility is set in 49 CFR (Code of Federal Regulations) Part 172.704 *Training Requirements*, (c) (ii)(4) *Compliance* and Part 391 *Qualifications of Driver*. Any employee performing a safety sensitive function on a commercial class vehicle must have a current CDL.

- A. It is the supervisor's responsibility to be sure their employees comply with the requirements of obtaining and maintaining a CDL and the associated endorsements.
- B. It is the employee's responsibility to obtain and maintain the CDL and the endorsements as a condition of employment. In the event a CDL is suspended or a citation is received, the CDL and endorsement must be renewed at the employee's expense using personal time for testing and physicals. If loss of CDL privileges occurs, the employee must immediately (within 24 hours) notify their supervisor upon receipt of the suspension, revocation or loss of CDL privileges.

Waivers, for employees who can't renew their CDL privileges due to health issues or driving record issues, will not be granted.

3. Procedures:

- A. The testing fees for original CDL and endorsements will be reimbursed with proper documentation provided by MVD.

- B. Renewal fees for CDL and endorsements will be reimbursed with proper documentation provided by MVD.
- C. The County does not have a clinic or physician under contract so the employee may use the doctor of their choice. Gila County will reimburse the employee up to \$100 for the physical every 2 years (24 months) or will pay the doctor directly up to \$100 once presented with a detailed or itemized invoice showing that the physical exam was for the CDL.

Employee cannot use their County credit card to pay for the CDL physical, testing fees, or endorsements. Employees may use County time but not overtime or travel expense to take their CDL-required physical. Employees must use personal time for renewal of the CDL-required physical if the CDL license is suspended or revoked.

Attachments:

None.



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

<p>Title: Commercial Driver License (CDL) Expenses</p>	<p>Effective Date: 6-23-09 Revised: 9-4-12</p>	<p>Department: Consolidated Roads, Auto/Equipment Maintenance, & Recycling & Landfill Management</p>
<p>Purpose: To clarify CDL requirements for employees and define what CDL related expenses will be paid by the Gila County Public Works Division.</p>	<p>Authorized Signature:</p> <hr/> <p align="center">Steve Stratton, Director of Public Works</p> <hr/> <p align="center">Bryan Chambers Chief Deputy County Attorney</p>	

Policy Statement:

This policy is intended to supplement Rule 10 – Drugs and Alcohol of the Gila County Merit System Rules and Policies Manual. The Gila County Merit System Rules and Policies take precedence in the event of any conflict between the policies.

It is the intent of the Public Works Department Managers and Supervisors to ensure that Public Works employees that are required to have a Commercial Driver License receive their required medical physical exam every twenty-four (24) months. Therefore, in the interest of reducing liability, Gila County will pay up to \$100 **once every twenty-four (24) months** for the CDL required physical exam for a Regular Status Full-Time employee that has successfully completed probation. Any endorsements

required will also be reimbursed to the employee up to the amount charged by the MVD of Arizona.

1. Background:

This policy and the CDL requirements discussed herein pertain only to the classifications that require a CDL and/or endorsements. Drivers of all commercial vehicles are required to have a medical examination every two years.

A commercial motor vehicle is any self-propelled or towed vehicle used on public highways when:

- A. The vehicle's gross weight rating or gross combination is over 26,001 pounds.
- B. The vehicle is designed to transport more than 15 passengers including the driver; or
- C. The vehicle is used in the transportation of hazardous materials in quantities requiring placard under the Hazardous Transportation Act.

2. Responsibilities:

Supervisors will uphold the requirement for a Class A and B CDL with endorsements and will prohibit any employee from operating equipment requiring a CDL without endorsements, physicals, renewals, and refreshers, except for training and/or testing purposes. This responsibility is set in 49 CFR (Code of Federal Regulations) Part 172.704 *Training Requirements*, (c) (ii)(4) *Compliance* and Part 391 *Qualifications of Driver*. Any employee performing a safety sensitive function on a commercial class vehicle must have a current CDL.

- A. It is the supervisor's responsibility to be sure their employees comply with the requirements of obtaining and maintaining a CDL and the associated endorsements.
- B. It is the employee's responsibility to obtain and maintain the CDL and the endorsements as a condition of employment. In the event a CDL is suspended or a citation is received, the CDL and endorsement must be renewed at the employee's expense using personal time for testing and physicals. If loss of CDL privileges occurs, the employee must immediately (within 24 hours) notify their supervisor upon receipt of the suspension, revocation or loss of CDL privileges.

Waivers, for employees who can't renew their CDL privileges due to health issues or driving record issues, will not be granted.

3. Procedures:

- A. The testing fees for **original** CDL and endorsements will be reimbursed with proper documentation provided by MVD.

- B. Renewal fees for CDL and endorsements will be reimbursed with proper documentation provided by MVD.
- C. The County does not have a clinic or physician under contract so the employee may use the doctor of their choice. Gila County will reimburse the employee up to \$100 for the physical every 2 years (24 months) or will pay the doctor directly up to \$100 once presented with a detailed or itemized invoice showing that the physical exam was for the CDL.

Employee cannot use their County credit card to pay for the CDL physical, testing fees, or endorsements. Employees may use County time but not overtime or travel expense to take their CDL-required physical. Employees must use personal time for renewal of the CDL-required physical if the CDL license is suspended or revoked.

Attachments:

None.

ARF-1435

Consent Agenda Item 5- G

Regular BOS Meeting

Meeting Date: 09/04/2012

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lions Club Special Event Liquor License Applications for September 20, 2012, and September 22, 2012

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

On January 24, 2012, the Board of Supervisors approved an application submitted by the Lions Club to sell liquor on February 11, 2012.

On March 20, 2012, the Board of Supervisors approved two applications submitted by the Lions Club to sell liquor on April 7, 2012, and April 14, 2012.

The City of Globe also approved an application for one day in 2012.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the attached applications and has determined that they have been filled out correctly.

Conclusion

This charitable organization has properly completed the applications and if the Board of Supervisors approves the applications, the Lions Club of Globe, Arizona, will have used 6 days of the allowable 10 days to serve liquor at a special event in 2012.

Since the dates being requested by the Lions Club are not consecutive, the Department requires that two (2) separate applications must be submitted because two (2) separate liquor license numbers will be issued by the Department.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve these applications. Upon approval, the applicant has the responsibility to submit the applications to the Department for its final approval.

Suggested Motion

Approval of two Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on September 20, 2012, and September 22, 2012, during the Gila County Fair.

Attachments

Lions Club Special Event License App for 9-20-12

Lions Club Special Event License App for 9-22-12

State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY LICENSE #

1. Name of Organization: Lions Club of Globe Az. Inc
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c) 4 86-6052543
3. The organization is a: (check one box only)
- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? Gila County Fair
5. Location of the event: Gila County Fairgrounds
- Address of physical location (No 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: Hefel David A 3/29/56
- Last First Middle Date of Birth
7. Applicant's Mailing Address: 808 S. Sandi Ln. Globe AZ. 85501
- Street City State Zip
8. Phone Numbers: () (928) 812-0041 (928) 402-1807
- Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (Remember, you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/20/2012</u>	<u>Thurs.</u>		
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Globe Lions Club 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # 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)

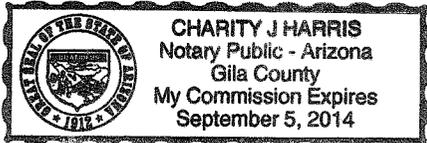
Name of Business () Phone Number

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.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, David Alan Heffel, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x David Heffel (Signature) President (Title/Position) _____ (Date) (928)812-0041 (Phone #)



State of AZ County of Gila
The foregoing instrument was acknowledged before me this

15 day of August, 2012
Day of Month Month Year

My Commission expires on: Sept 5 2014 Charity Harris

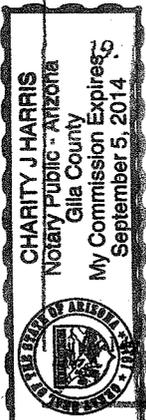
THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, David Alan Heffel, declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x David Heffel (Signature) State of AZ County of Gila
The foregoing instrument was acknowledged before me this

15 day of August, 2012
Day of Month Month Year

commission expires on: Sept 5 2014 Charity Harris
(Date) (Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County **MUST** recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, hereby recommend this special event application
(Government Official) (Title)

behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

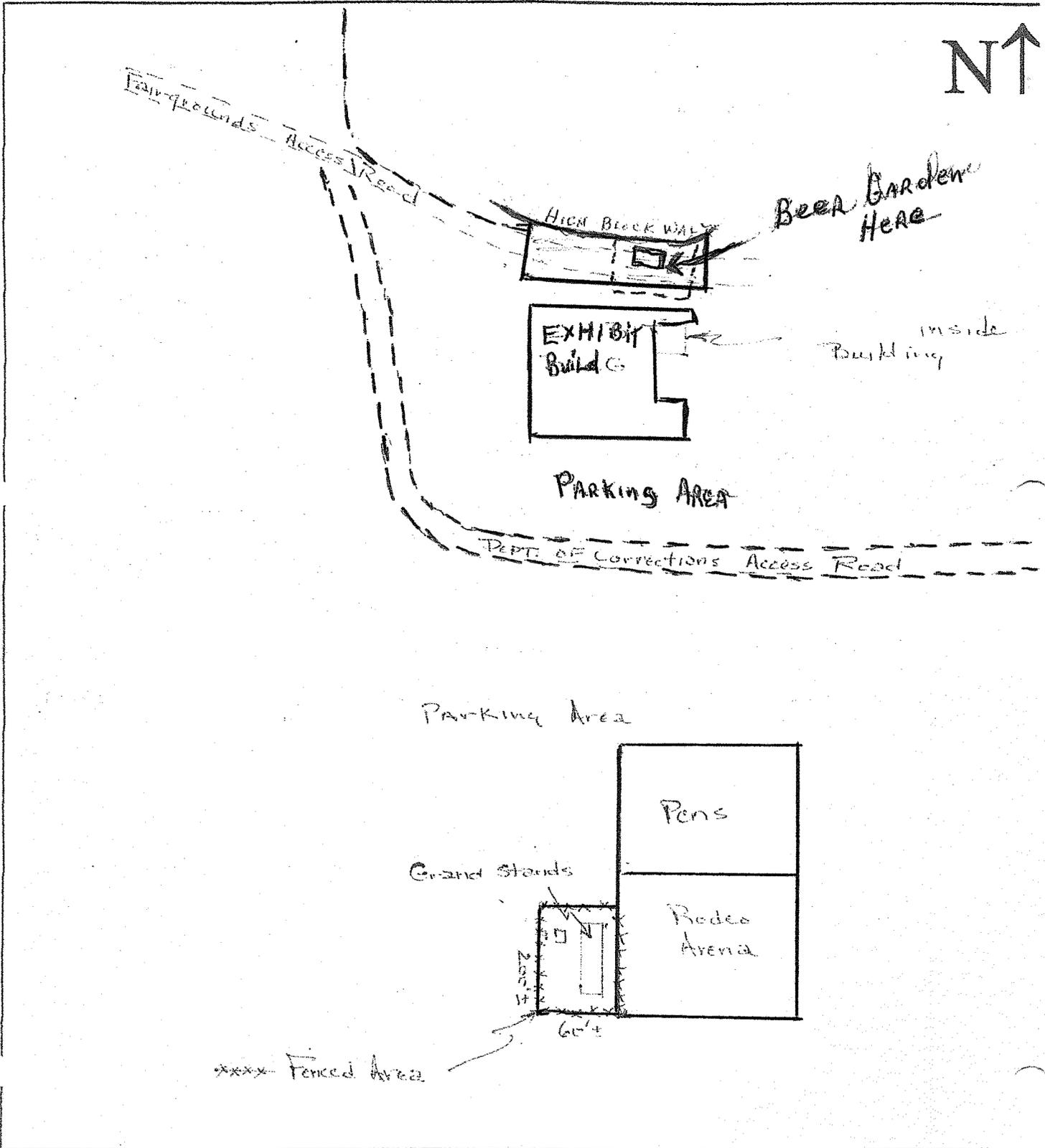
(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

9/20



State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY
LICENSE #

1. Name of Organization: Lions Club of Globe Az, Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 86-6052543
3. The organization is a: (check one box only)
- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? Gila County Fair
5. Location of the event: Gila County Fairground
- 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: Hefel David A 3/29/82
- Last First Middle Date of Birth
7. Applicant's Mailing Address: 808 S. Sandi Globe AZ 85501
- Street City State Zip
8. Phone Numbers: () (928) 812-0041 (928) 402-1807
- Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/22/12</u>	<u>Sat.</u>	_____	_____
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 6 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Globe Lions Club 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # 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)

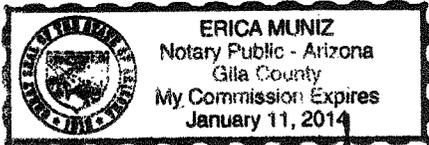
Name of Business () Phone Number

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.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, David Neffel, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X David Neffel (Signature) _____ (Title/Position) _____ (Date) 8/22/12 _____ (Phone #) _____



State of AZ County of Gila
The foregoing instrument was acknowledged before me this 22 day of August, 2012
Day of Month Month Year

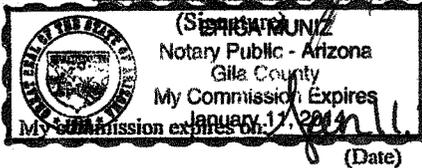
My Commission expires on: Jan 11, 2014 Erica Muniz

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, David Neffel, declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X David Neffel (Signature)

State of AZ County of Gila
The foregoing instrument was acknowledged before me this



8/22/12 day of Aug, 2012
Day of Month Month Year

Erica Muniz
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County **MUST** recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, _____, hereby recommend this special event application
(Government Official) (Title)
behalf of _____,
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

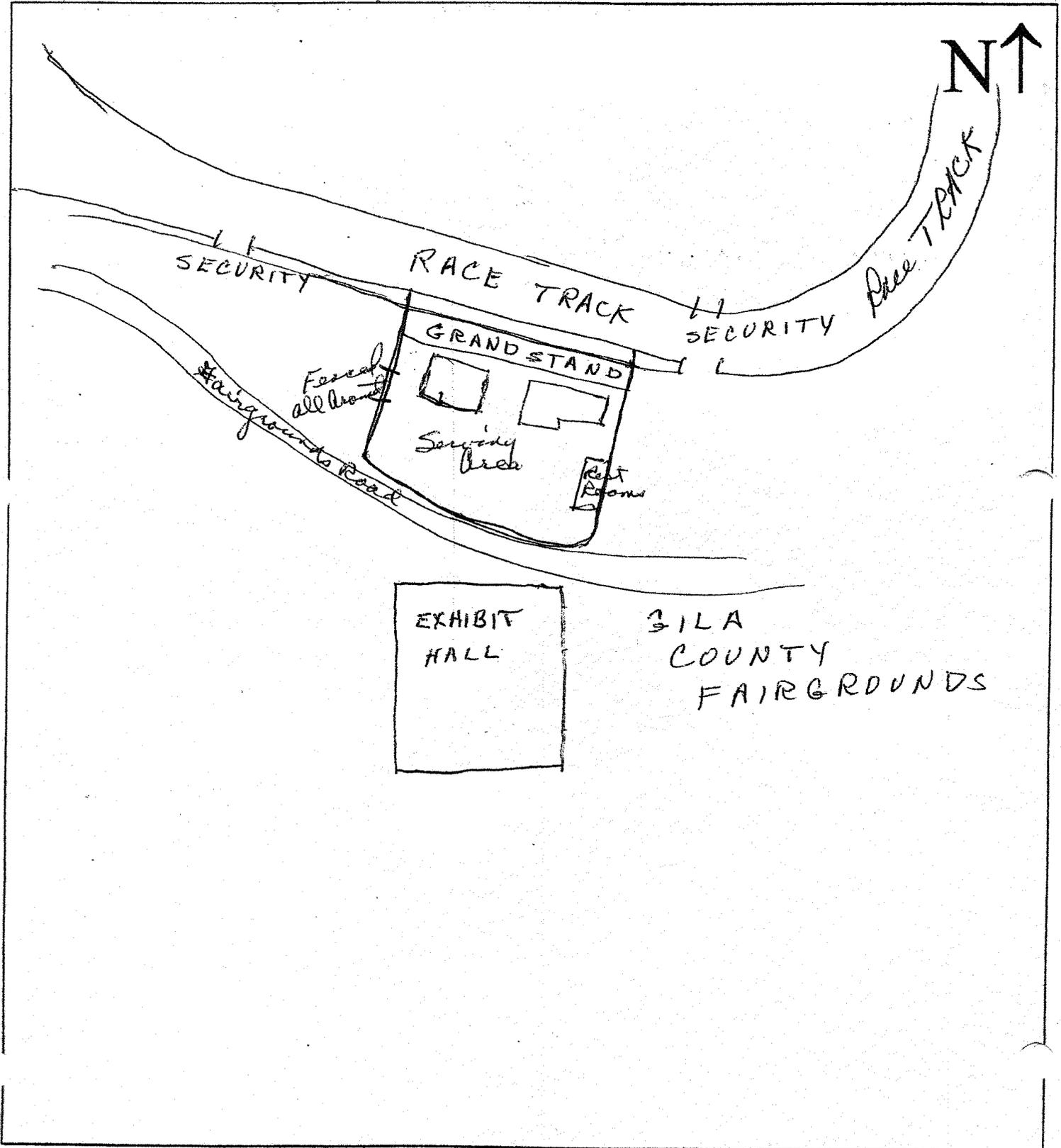
APPROVED DISAPPROVED BY: _____
(Title) (Date)

(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

9/22



ARF-1456

Consent Agenda Item 5- H

Regular BOS Meeting

Meeting Date: 09/04/2012

Submitted For: Marian Sheppard,
Chief Deputy
Clerk, BOS

Submitted By: Marilyn Brewer, Deputy Clerk, BOS,
Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Rimside Grill Application for a Temporary Extension of Patio/Premises Permit

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.

Tamara Morken of Rimside Grill submitted an application to temporarily extend the premises/patio of the Rimside Grill for the following events: September 22, 2012 - Justice McNeely 501(3)(C) Charity Event, and September 29-30, 2012 - 9th annual Octoberfest to benefit the Pine-Strawberry Fuels Reduction Project 501(3)(C).

Evaluation

The application has been reviewed by the Deputy Clerk of the Board, and staff of the Community Development Division have viewed the proposed extended area for liquor to be served on the requested dates.

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 Tamara Morken of Rimside Grill to temporarily extend the Rimside Grill patio area in order to serve liquor in that area on September 22, 2012, and September 29-30, 2012 during special charity events.

Attachments

Rimside Grill Extension of Premises-Patio Permit

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: 9/22/12 and 9/29-9/30/12 List specific purpose for change: 2 Charity Events

1. Licensee's Name: Morken Tamara Lynne
2. Mailing Address: PO Box 90 Pine AZ 85544
3. Business Name: Rimside Grill LICENSE #: 11043006
4. Business Address: 3270 N. Highway 87 Pine Gila AZ 85544
5. Business Phone: 928 476-3349 Residence Phone: 602 909-4790

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? Oct 1, 2014
8. What security precautions will be taken to prevent liquor violations in the extended area?
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.
Investigation Recommendation Approval Disapproval by: Date:

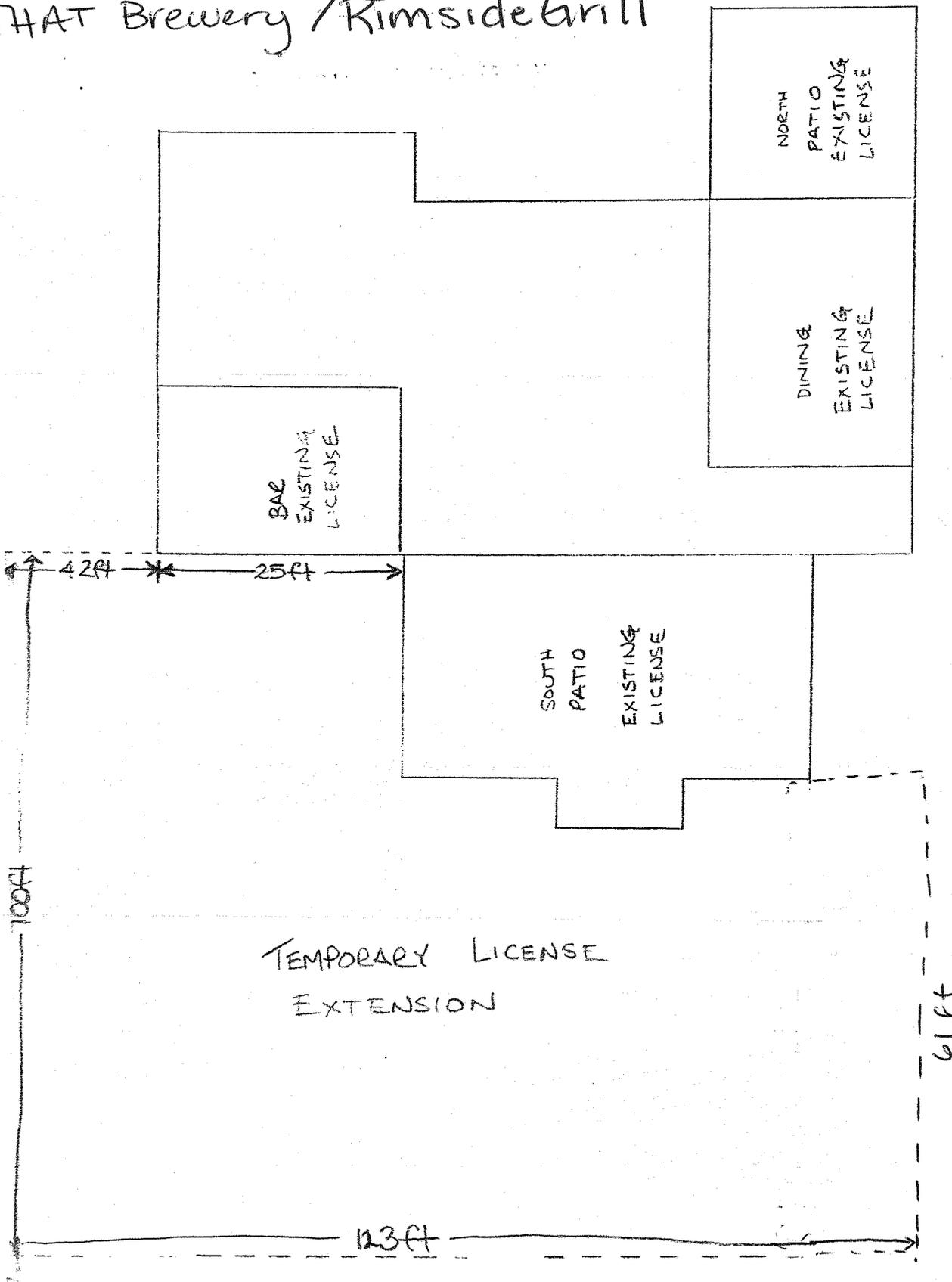
****After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:
(Authorized Signature) (Title) (Agency)

I, Tamara Lynne Morken, 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.
State of ARIZONA County of Gila
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
27 AUG 2012
Day Month Year
(Marketa Gromacki) (Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: Date:
Director Signature required for Disapprovals Date:

Lic# 1104.3006

Application for extension of patio permit
THAT Brewery / Riverside Grill



ARF-1428

5- I

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Payson Regional Constable's Monthly Report for July 2012

Submitted For: Colt White

Submitted By: Michelle Keegan,
Administrative Clerk Senior,
Constable - Payson

Information

Subject

Payson Regional Constable's Monthly Report for July 2012

Suggested Motion

Approval of the July 2012 monthly activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthly Report for July 2012

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

July 2012
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

August 1, 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 **July, 2012**, the Payson Regional Constable's Office:

- ◆ Received a total of **136** papers for service
- ◆ Drove a total of **1,765** miles
- ◆ Collected a total of **\$1,721.60** as follows:

Check Total	\$568.00
Cash Total	<u>\$1,153.60</u>
Total Deposited	\$1,721.60
Less Writ Fee (2 @ \$5.00/each) Collected (Check #2295/Treasurer's Receipt #98341)	<u>(\$ 10.00)</u>
Paid to General Fund (Check #2296/Treasurer's Receipt #98342)	\$1,711.60
Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$2,586.60</u>

Respectfully submitted,


Colt White
Payson Regional Constable
Gila County, Payson, Arizona



**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2011-2012 & 2012-2013**

2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JULY	133	1,193	\$2,708.00	JULY	136	1,765	\$1,721.60
AUGUST	159	1,886	\$2,193.28	AUGUST			
SEPTEMBER	217	1,805	\$2,410.45	SEPTEMBER			
OCTOBER	166	1,766	\$2,668.20	OCTOBER			
NOVEMBER	148	2,183	\$2,018.40	NOVEMBER			
DECEMBER	170	2,330	\$2,100.70	DECEMBER			
JANUARY	166	2,335	\$2,746.10	JANUARY			
FEBRUARY	107	1,704	\$1,674.50	FEBRUARY			
MARCH	142	1,680	\$1,539.70	MARCH			
APRIL	142	1,750	\$2,545.05	APRIL			
MAY	130	1,766	\$1,803.05	MAY			
JUNE	95	1,132	\$1,076.00	JUNE			
RUNNING COMPARISON TOTAL	133	1,193	\$2,708.00	RUNNING COMPARISON TOTAL	136	1,765	\$1,721.60
				Difference	3	572	-\$986.40
YEAR TOTAL:	1,775	21,530	\$25,483.43	YEAR TOTAL:	136	1,765	\$1,721.60

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				June	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
7/1/2012	484012/5098	\$64.00	CC2012086653RC	CACH, LLC (Neuheisel Law Firm)	Coleen C Sherman & John Doe Sherman
7/2/2012	484013/06592	\$40.00	CV2011-017159	Shirlee Bradley, individually, and on behalf of statutory bevecficiaries Scott Bradley and Chad Bradley (DL Investigations)	Catholic Healthcare West d/b/a Mercy Gilbert Medical Center; Desert Vista Medical Associates; et al
7/2/2012	484014	void			
7/2/2012	484015	\$120.00	2012CV-138-SC	Brianna & Kyle Bowan (Jason & Julie Siefert)	Julie Siefert
7/6/2012	484016	\$40.00	2012CV000506	Benjamin West	Charles William Sullivan, Jr.
7/9/2012	484017	\$40.00	2012CV000504	Guadalupe Pratt	Walter Martin
7/9/2012	484018/6835	\$64.00	2012CV447-UN	The Rim Golf Club Community Association (Get Smart)	Lanny Floyd, Tracey Floyd Trustees of the Lanny and Tracy Floyd Living Trust
7/9/2012	484019/6835	\$69.00	CC2008-246330	Maryland Lakes Condominium Association, Inc., an Arizona non-profit corporation (Get Smart)	James Lower
7/9/2012	484020	\$40.00	2012CV000512	Jo Chavez	Eileen Newton
7/11/2012	484021	\$40.00	2012CV000515	Tom Belcher	Dustin Bullard
7/12/2012	484022	\$40.00	2011CV526-FD	Ted Olsen	Ivan Luna
7/13/2012	484023/0096635 05	\$46.00	2012CV517-FD	Roger Rohrbach	Robert McKeon, Rene Christian
7/16/2012	484024/5058	\$69.00	2011CV691UN	CACH, LLC (Neuheisel Law Firm)	Tyson L Morris and Jane Doe Morris, John Does I-V and Jane Does I-V
7/17/2012	484025	\$40.00	2012CV000528	Edward Littler	Patrick Luna
7/18/2012	484026/5026	\$40.00	L27849-11	Northwest Independent School District (Linebarger Goggan Blair & Sampson)	Treeva Cowan
7/18/2012	484027/5565/56 31/13618	\$80.00	2012CV290-SC	Sandra Mauldin	Deb's Dogs, c/o Debra Ann Leakey
7/19/2012	484028	\$67.20	2012CV000532	Patrick Luna	Edward Littler
7/19/2012	484028	\$24.00	2012CV000534	Patrick Luna	Lee Littler
7/19/2012	484029	\$122.40	2012CV000535	Roosevelt Lake Marina, Chad Case agent	Richard Jeffrey
7/19/2012	484029	\$24.00	2012CV000536	Roosevelt Lake Marina, Chad Case agent	Deborah Jeffrey
7/19/2012	484030	\$40.00	2012CV000537	Margaret Bullard	Tom Belcher
7/20/2012	484031	void			
7/20/2012	484032	\$40.00	2012CV480-SC	Canal Senior Apartments	James Sherman
7/20/2012	484033/30356	\$40.00	DO201200180	Tracey Floyd (Integrity Attorney Svc)	Lanny Floyd
7/20/2012	484034	\$40.00	2012CV00473	Angie Spruit	Chancy Nutt
7/23/2012	484035	\$96.00	2012CV000554	Jennie Bartlett	Donald Neal Wiggins
7/24/2012	484036	\$60.00	2012CV000559	Melody Blakeney	Tracy Saylor
7/24/2012	484037	\$40.00	2012CV000560	Teddy Walls	Wilma Aubin
7/25/2012	484038	\$46.00	2012CV562FD	Flavio Villa	Marie Sumegi
7/25/2012	484039	\$74.00	DO201200211	Paul Greene	Jennifer Charlton

7/26/2012	484040	\$40.00	2012CV000564	Catherine Stearns	Jon Stodghill
7/26/2012	484041	\$40.00	2012CV000567	Lee Littler	Patrick Luna
7/30/2012	484042/1239	\$56.00	DO201200174	Ryan Lamb (Sherrene L Caley)	Sara Weiss
7/30/2012	484043	\$40.00	2012CV573SC	John Hughes	DeJo Goodman
	Total deposit for July 2012	\$1,721.60			
	Collected for July 2012 08/1/2012 ck#2295	\$10.00			
	Adjusted Service Fees Collected for July 2012 08/1/2012 ck#2296	\$1,711.60			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



Date: 8/1/2012

Page: 1

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED
7/1/2012 TO 7/31/2012

Number of Cases	Description
1	Citation; Original Petition (Fee)
4	Injunction Against Harassment (Fee Waived By Ct) (Fee)
13	Injunction Against Harassment (Fee)
2	Injunction Against Workplace Harassment (Fee)
3	Notice & Summons (Fee)
1	Order To Appear (Fee)
1	Petition for Dissolution of Marriage w/children (fee waived) (Fee)
1	Petition For Modification Of Parenting Time; Order To Appear (Fee)
1	Petition For Order To Show Cause Re Garnishee's Default; Order (Fee)
6	Subpoena (Fee)
4	Summons & Complaint Contract (Fee)
1	Summons & Complaint for Dissolution of Marriage (Fee)
2	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)

Date: 8/1/2012

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

7/1/2012 TO 7/31/2012

Number of Cases	Description
12	Notice To Appear; Petition
19	Order Of Protection
36	Subpoena
4	Subpoena Trial Reset
5	Summons
15	Summons & Complaint
1	Temporary Order of Protection
2	Trial Subpoena
<hr/>	
Total Number of Fee Services	42
Total Number of Non Fee Services	94
Total Number of Services	136

PAYSON REGIONAL CONSTABLE



Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED for TREASURER
7/1/2012 TO 7/31/2012

Date: 8/1/2012

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/2/2012	7/2/2012	CV2011-017159	Shirlee Bradley, individually, and on behalf of statutory bevecificaries Scott Bradley and Chad Bradley	Payson Regional Medical Center c/o Custodian of Records	Payson Regional Medical Center, Judie Machado, Custodian of Records	\$40.00	484013/06592	Superior Court of Maricopa County	0
		Subpoena	Catholic Healthcare West d/b/a Mercy Gilbert Medical Center; Desert Vista Medical Associates; et al	807 S. Ponderosa Payson, AZ 85541	807 S Ponderosa Payson, AZ 85541	\$40.00			1
7/2/2012	7/3/2012	CC2012086653RC	CACH, LLC	Coleen C Sherman aka Coleen C Hartneck	Coleen C Sherman aka Coleen C Hartneck	\$40.00	484012	Justice Court of the University Lakes Precinct, Maricopa County	0
		Summons & Complaint Contract	Coleen C Sherman and John Doe Sherman, John Does I-V and Jane Does I-V	976 West Paint Pony Drive Payson, AZ 85541	976 W Paint Pony Drive Payson, AZ 85541	\$40.00			1
7/2/2012	7/3/2012	CC2012086653RC	CACH, LLC	John Doe Sherman	Unservd	\$24.00	484012/5098	Justice Court of the University Lakes Precinct, Maricopa County	0
		Summons & Complaint Contract	John Doe Sherman	976 West Paint Pony Drive Payson, AZ 85541		\$24.00			1
7/2/2012	7/5/2012	2012CV-138-SC	Brianna & Kyle Bowan	Michael Duffy Root	Michael Duffy Root	\$40.00	484014	Payson Justice Court	0
		Subpoena	Julie Siefert	814 N. Granite Drive Payson, AZ 85541	814 N. Granite Drive Payson, AZ 85541	\$40.00			2
7/2/2012	7/5/2012	2012CV-138-SC	Brianna & Kyle Bowan	Arizona Prudential Properties, Kayla Addison	Kayla Addington	\$40.00	484014	Payson Justice Court	0
		Subpoena	Julie Siefert	609 S Beeline Hwy Payson, AZ 85541	609 S Beeline Hwy Payson, AZ 85541	\$40.00			1
7/2/2012	7/5/2012	2012CV-138-SC	Brianna & Kyle Bowan	Richard Peck	Richard Peck	\$40.00	484014	Payson Justice Court	0
		Subpoena	Julie Siefert	311 E Rancho Rd Payson, AZ 85541	311 E Rancho Rd Payson, AZ 85541	\$40.00			1
7/6/2012	7/6/2012	2012CV000506	Benjamin West	Charles William Sullivan, Jr.	Charles William Sullivan, Jr.	\$40.00	484016	Payson Regional Justice Court	0
		Injunction Against Harassment	Charles William Sullivan, Jr.	607 S. Oak Street Payson, AZ 85541	607 S. Oak Street Payson, AZ 85541	\$40.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

7/1/2012 TO 7/31/2012

Date: 8/1/2012

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/9/2012	7/25/2012	2012CV447-UN	The Rim Golf Club Community Association	Lanny Floyd	Unservd	\$40.00	484018/6835	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd, Tracey Floyd Trustees of the Lanny and Tracy Floyd Living Trust	118 South Crescent Moon Payson, AZ 85541		\$40.00			3
7/9/2012	7/16/2012	2012CV447-UN	The Rim Golf Club Community Association	Tracey Floyd	Tracey Floyd	\$24.00	484018/6835	Payson Regional Justice Court	0
		Summons & Complaint Contract	Lanny Floyd, Tracey Floyd Trustees of the Lanny and Tracy Floyd Living Trust	118 South Crescent Moon Payson, AZ 85541	118 South Crescent Moon Payson, AZ 85541	\$24.00			1
7/9/2012	7/9/2012	CC2008-246330	Maryland Lakes Condominium Association, Inc., an Arizona non-profit corporation	Criss Cross Express, , Attn: Payroll	Charles Gallego	\$69.00	484019/6835	Maricopa County Manistee Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	James Lower	238 North Lees Way Payson, AZ 85541	238 North Lees Way Payson, AZ 85541	\$69.00			1
7/9/2012	7/9/2012	2012CV000504	Guadalupe Pratt	Walter Martin	Walter Martin	\$40.00	484017	Payson Regional Justice Court	0
		Injunction Against Harassment	Walter Martin	3680 E Hwy 260 #C-28 Star Valley, AZ 85541	3680 E Hwy 260 #C-28 Star Valley, AZ 85541	\$40.00			1
7/9/2012	7/9/2012	2012CV000512	Jo Chavez	Eileen Newton	Eileen Newton	\$40.00	484020	Payson Regional Justice Court	0
		Injunction Against Harassment	Eileen Newton	300 W Frontier #9 Payson, AZ 85541	300 W Frontier #9 Payson, AZ 85541	\$40.00			1
7/10/2012	7/10/2012	2012CV000514	David Wells	Jeremy Fultz	Jeremy Fultz	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Jeremy Fultz	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
7/11/2012	7/12/2012	2012CV000515	Tom Belcher	Dustin Heracles Bullard	Margaret Bullard	\$40.00	484021	Payson Regional Justice Court	0
		Injunction Against Harassment	Dustin Heracles Bullard	161 W. Midway Street Wonder Valley Payson, AZ 85541	2010 N SR 87 Payson, AZ 85541	\$40.00			4
7/12/2012	7/18/2012	2011CV526-FD	Ted Olsen	Alfonso's Mexican Food III LLC, Jose Luna-Vasquez aka Jose R. Luna	Alfonso's Mexican Food III LLC, Jose Luna-Vasquez aka Jose R. Luna	\$40.00	484022	Payson Justice Court	0
		Petition For Order To Show Cause Re Garnishee's Default; Order	Ivan Luna	510 S. Beeline Hwy Payson, AZ 85541	510 S. Beeline Hwy Payson, AZ 85541	\$40.00			2
7/13/2012	7/13/2012	2012CV517-FD	Roger Rohrbach	Robert McKeon, Rene Christian	Robert McKeon	\$46.00	484023/00966 3505	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert McKeon, Rene Christian	89 Milkyway Star Valley, AZ 85541	89 Milkyway Star Valley, AZ 85541	\$46.00			1
7/16/2012	7/16/2012	2012CV000519	Debra Diane Hopson	Leah Christenson	Leah Christenson	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Leah Christenson	607 S. Oak Payson, AZ 85541	607 S. Oak Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

7/1/2012 TO 7/31/2012

Date: 8/1/2012

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/16/2012	7/18/2012	2011CV691UN	CACH, LLC	Wells Fargo Bank, N.A., garnishee	Wells Fargo Bank, John Raven, Asst. Branch Manager	\$69.00	484024/5058	Payson Justice Court	0
		Writ Of Garnishment (Non- Earnings) & Summons	Tyson L Morris and Jane Doe Morris, John Does I-V and Jane Does I-V	115 E. Highway 260 Payson, AZ 85541	115 E. Hwy 260 Payson, AZ 85541	\$69.00			2
7/17/2012	7/17/2012	2012CV000528	Edward Littler	Patrick Luna	Patrick Luna	\$40.00	484025	Payson Regional Justice Court	0
		Injunction Against Harassment	Patrick Luna	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
7/18/2012	7/18/2012	L27849-11	Northwest Independent School District	Treeva M Cowan	Unserved	\$40.00	484026/5026	District Court, 236th Judicial District Tarrant County, Texas	0
		Citation; Original Petition	Treeva M Cowan	806 W Longhorn Rd Apt 135 Payson, AZ 85541		\$40.00			5
7/18/2012	7/25/2012	2012CV290-SC	Sandra Mauldin	Warren Simmons	Warren Simmons	\$40.00	484027/5565/ 6311/3618	Payson Justice Court	0
		Subpoena	Deb's Dogs, c/o Debra Ann Leakey	211 N Helen St Payson, AZ 85541	211 N Helen St Payson, AZ 85541	\$40.00			3
7/18/2012	7/23/2012	2012CV290-SC	Sandra Mauldin	Jeff Johnson	Jeff Johnson	\$40.00	484027/5565/ 6311/3618	Payson Justice Court	0
		Subpoena	Deb's Dogs, c/o Debra Ann Leakey	234 W. Kings Drive East Verde Park Payson, AZ 85541	234 W. Kings Drive East Verde Park Payson, AZ 85541	\$40.00			2
7/19/2012	7/20/2012	2012CV000532	Patrick Luna	Edward Littler	Edward Littler	\$67.20	484028	Payson Regional Justice Court	0
		Injunction Against Harassment	Edward Littler	8748 W. Antelope Drive Strawberry, AZ 85544	108 W Main Street Payson, AZ 85541	\$67.20			1
7/19/2012	7/23/2012	2012CV000534	Patrick Luna	Lee Edward Littler	Lee Edward Littler	\$24.00	484028	Payson Regional Justice Court	0
		Injunction Against Harassment	Lee Edward Littler	8748 W. Antelope Drive Strawberry, AZ 85544	8748 W. Antelope Drive Strawberry, AZ 85544	\$24.00			2
7/19/2012	7/20/2012	2012CV000535	Roosevelt Lake Marina, Case Chad, Authorized Agent	Richard Jeffrey	Richard Jeffrey	\$122.40	484029	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Richard Jeffrey	28085 N Arizona Hwy 188, slip c6 Roosevelt, AZ 85545	28085 N Arizona Hwy 188, slip c6 Roosevelt, AZ 85545	\$122.40			1
7/19/2012	7/20/2012	2012CV000536	Roosevelt Lake Marina, Case Chad, Authorized Agent	Deborah Jeffrey	Deborah Jeffrey	\$24.00	484029	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Deborah Jeffrey	28085 N Arizona Hwy 188, slip c6 Roosevelt, AZ 85545	28085 N Arizona Hwy 188, slip c6 Roosevelt, AZ 85545	\$24.00			1
7/19/2012	7/23/2012	2012CV000537	Margaret Bullard	Tom Belcher	Tom Belcher	\$40.00	484030	Payson Regional Justice Court	0
		Injunction Against Harassment	Tom Belcher	181 W Midway Payson, AZ 85541	181 W Midway Payson, AZ 85541	\$40.00			2
7/20/2012	7/30/2012	DO201200180	Tracey Floyd	Lanny Floyd	Lanny Floyd	\$40.00	484033/30356	Superior Court Gila County	0
		Order To Appear	Lanny Floyd	4208 E Hwy 260 Star Valley, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			7

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7/20/2012	7/23/2012	2012CV480-SC	Canal Senior Apartments, c/o, Dawn VanBuskirk , Property Manager	James Sherman	James Sherman	\$40.00	484032	Payson Justice Court	0
		Notice & Summons	James Sherman	197 Kydele Dr Payson, AZ 85541	197 Kydele Dr Payson, AZ 85541	\$40.00			1
7/20/2012	7/20/2012	2012CV000473	Angie Spruit	Chancy Nutt	Chancy Nutt	\$40.00	484034	Payson Justice Court	0
		Notice & Summons	Chancy Nutt	3675 E Hwy 260 Star Valley , AZ 85541	3675 E Hwy 260 Star Valley , AZ 85541	\$40.00			1
7/23/2012	7/23/2012	2012CV000555	Wilma Aubin	Ted J. Walls	Ted J. Walls	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Ted J. Walls	607 S. Beeline Highway, #21 Payson, AZ 85541	607 S. Beeline Highway, #21 Payson, AZ 85541	\$0.00			1
7/23/2012	7/24/2012	2012CV554	Jennie Bartlett	Donald Neal Wiggins	Donald Neal Wiggins	\$96.00	484035	Payson Regional Justice Court	0
		Injunction Against Harassment	Donald Neal Wiggins	198 Parkway Drive #18 Tonto Basin, AZ 85553	198 Parkway Drive #18 Tonto Basin, AZ 85553	\$96.00			1
7/24/2012	7/24/2012	2012CV000559	Melody Blakeney	Tracy Saylor	Tracy Saylor	\$60.00	484036	Payson Regional Justice Court	0
		Injunction Against Harassment	Tracy Saylor	3725 Elison Pine, AZ 85544	511 N SR87 Strawberry, AZ 85541	\$60.00			3
7/24/2012	7/26/2012	DO201200209	Jaimee Kah Hilgendorf	Eric James Hilgendorf	Eric James Hilgendorf	\$0.00		Superior Court Gila County	0
		Petition for Dissolution of Marriage w/children (fee waived)	Eric James Hilgendorf	400 E Cherry St Payson, AZ 85541	3792 E SR 260 Payson, AZ 85541	\$0.00			1
7/24/2012	7/26/2012	2012CV000560	Ted J. Walls	Wilma Aubin	Wilma Aubin	\$40.00	484037	Payson Regional Justice Court	0
		Injunction Against Harassment	Wilma Aubin	607 S Beeline #18 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			4
7/25/2012	7/25/2012	2012CV562FD	Flavio Villa	Marie Sumegi	Posted	\$46.00	484038	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Marie Sumegi	500 N Granite Dr Payson, AZ 85541	500 N Granite Dr Payson, AZ 85541	\$46.00			1
7/25/2012	7/25/2012	DO201200211	Paul Greene	Jennifer Charlton	Jennifer Charlton	\$74.00	484039	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	Jennifer Charlton	908 W Bridle Path Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	\$74.00			1
7/26/2012	7/26/2012	2012CV000564	Catherine Stearns	Jon Stodghill	Jon Stodghill	\$40.00	484040	Payson Regional Justice Court	0
		Injunction Against Harassment	Jon Stodghill	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
7/26/2012	7/27/2012	2012CV000567	Lee Edward Littler	Patrick Luna	Patrick Luna	\$40.00	484041	Payson Regional Justice Court	0
		Injunction Against Harassment	Patrick Luna	714 S Beeline Hwy Payson, AZ 85541	8719 W. Antelope Drive Strawberry, AZ 85544	\$40.00			1
7/26/2012	7/27/2012	2012CV000568	Derringer Dade	Andre Geldarski	Andre Geldarski	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Andre Geldarski	910 S Manzanita Payson, AZ 85541	910 S Manzanita Payson, AZ 85541	\$0.00			1
7/30/2012	7/30/2012	DO201200174	Ryan M Lamb	Sara Weiss	Sara Weiss	\$56.00	484042/1239	Superior Court of Navajo	0
		Petition For Modification Of Parenting Time; Order To Appear	Sara Weiss	Safe House Payson, AZ 85541	Time Out Shelter Payson, AZ 85541	\$56.00			1

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7/30/2012	8/1/2012	2012CV573SC	John Hughes	DeJo Goodman	DeJo Goodman	\$40.00	484043	Payson Justice Court	0
		Notice & Summons	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541	201 S Beeline Hwy Payson, AZ 85541	\$40.00			1

PAYSON REGIONAL CONSTABLE



Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

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7/2/2012	7/2/2012	2012CV000495	Jacqui Jeffrey	Wesley D. Webb	Wesley D. Webb	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wesley D. Webb	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	\$0.00			1
7/2/2012	7/2/2012	2011-308	State of Arizona	GCSO, Deputy K. Baltz	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Bente "Benny" Cline, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2011-308	State of Arizona	Franklin Pierce Cline	Unservd	\$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Bente "Benny" Cline, Jr.	297 Fort Smith Road Tonto Basin, AZ 85553		\$0.00			2
7/2/2012	7/2/2012	2012CR121	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Trial Subpoena	Ry Edward Battle	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2012CR121	State of Arizona	DPS Crime Lab, Kelly Angelone, Criminalist	DPS Clipboard - Payson	\$0.00		Superior Court Gila County	0
		Trial Subpoena	Ry Edward Battle	PO Box 6638 Phoenix, AZ 85005	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2012TR015021	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Star Valley Magistrate Court	0
		Subpoena	April Heare	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2012TR012277	State of Arizona	PPD, Officer McDonough	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Nancy Brown	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/2/2012	7/5/2012	2012TC012031	State of Arizona	Payson Library, Terry Morris	Payson Library, Terry Morris	\$0.00		Payson Magistrate Court	0
		Subpoena	Brenda Mayer	328 N. McLane Road Payson, AZ 85541	328 N. McLane Road Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2012CR000251	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Paul Heley	GCSO Roosevelt Lake Substation Roosevelt Lake, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/2/2012	7/3/2012	2012CR000336	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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7/2/2012	7/11/2012	2012CR012258	State of Arizona	David Skerritt	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	David Skerritt	300 W Frontier St Payson, AZ 85541		\$0.00			7
7/2/2012	7/6/2012	2012TR001826	State of Arizona	Kristina Green	Kristina Green	\$0.00		Payson Justice Court	0
		Summons & Complaint	Kristina Green	Tonto Basin RVP #3 Tonto Basin, AZ 85553	108 W Main Street Payson, AZ 85541	\$0.00			4
7/2/2012	7/12/2012	2012CR000331	State of Arizona	Lindsay Smith	Unserved	\$0.00		Payson Justice Court	0
		Summons & Complaint	Lindsay Smith	328 W Roundup Rd Payson, AZ 85541		\$0.00			5
7/2/2012	7/5/2012	2012CR000333	State of Arizona	Nicole Reid	Nicole Reid	\$0.00		Payson Justice Court	0
		Summons & Complaint	Nicole Reid	505 Jones Dr Payson, AZ 85541	505 Jones Dr Payson, AZ 85541	\$0.00			2
7/2/2012	7/16/2012	2012CR000334	State of Arizona	Aleshire Peter	Peter Aleshire	\$0.00		Payson Justice Court	0
		Summons & Complaint	Aleshire Peter	548 W Eleanor Dr Payson, AZ 85541	Payson Roundup 708 N. Beeline Highway Payson, AZ 85541	\$0.00			6
7/2/2012	7/5/2012	2012CR012256	State of Arizona	Michael Gilchrist	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michael Gilchrist	700 E McKamey St Payson, AZ 85541		\$0.00			1
7/2/2012	7/10/2012	2012CR012259	State of Arizona	Andrew Hargis	Andrew Hargis	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Andrew Hargis	1105 N Hillcrest Dr Payson, AZ 85541	1100 South Street Globe, AZ 85502	\$0.00			1
7/2/2012	7/5/2012	2012CR000332	State of Arizona	David Landers	David Landers	\$0.00		Payson Justice Court	0
		Summons & Complaint	David Landers	121 S Tonto St Apt 43 Payson, AZ 85541	363 W. Round Valley Road Round Valley Payson, AZ 85541	\$0.00			2
7/2/2012	7/3/2012	2012CV000498	Shilo Cobb	Michael (Tony) Thompson	Michael (Tony) Thompson	\$0.00		Payson Justice Court	0
		Order Of Protection	Michael (Tony) Thompson	407 W Frontier St Payson, AZ 85541	407 W Frontier St Payson, AZ 85541	\$0.00			2
7/3/2012	7/3/2012	2012CV000499	Jeanne Vanderpool	Nicholas Vanderpool	Nicholas Vanderpool	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Nicholas Vanderpool	1107 S McLane #33 Payson, AZ 85541	1107 S McLane #33 Payson, AZ 85541	\$0.00			1
7/3/2012	7/12/2012	CV-RO-2012-0001	Rebecca Curtis	Mike Samarripas	Mike Samarripas	\$0.00		Tribal Court of the Tonto Apache Tribe	0
		Temporary Order of Protection	Mike Samarripas	208 E Cherry St Payson, AZ 85541	303 S Ash #8 Payson, AZ 85541	\$0.00			6
7/3/2012	7/3/2012	DO201200080	Stacy Ann "Annie" Crom	Thomas L Crom, III	Thomas L Crom, III	\$0.00		Superior Court Gila County	0
		Order Of Protection	Thomas L Crom, III	273 Coyote Way P.O. Box 9 Star Valley, AZ 85541	273 Coyote Way P.O. Box 9 Star Valley, AZ 85541	\$0.00			1
7/5/2012	7/5/2012	2012CV000503	Bertha Chavez	Scott Daniel Jackson	Scott Daniel Jackson	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Scott Daniel Jackson	301 W. Bonita Street, #5 Payson, AZ 85541	301 W. Bonita Street, #5 Payson, AZ 85541	\$0.00			1
7/5/2012	7/9/2012	JV2012-074 Petition 2012-1	State of Arizona	minor c/o Jillian Dugan, mother	Jullian Dugan	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	739 S Tonto Creek Dr Gisela, AZ 85541	739 S Tonto Creek Dr Gisela, AZ 85541	\$0.00			1

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7/5/2012	7/6/2012	JV2005-074 Petition 2012-1	State of Arizona	minor c/o Margaret Rutherford, mother 604 W Overland Rd Payson, AZ 85541	Margaret Rutherford 904 N Beeline #C Payson, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			3
7/5/2012	7/9/2012	JV2012-00075 Petition 2012-1	State of Arizona	minor c/o Rosalia Hernandez-Romer, mother 3760 E Highway 260 #17 Star Valley, AZ 85541	Rosalba Hernandez 3760 E. Highway 260, #17 Star Valley, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			3
7/5/2012	7/9/2012	JV2011-094 Petition 2012-1	State of Arizona	minor c/o Brenda & Albert Mayer, parents 391 N. Sycamore Lane Tonto Basin, AZ 85553	Unserved	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			1
7/6/2012	7/6/2012	2012CV000505	Timothy John Melchisedech Tijuana Tequila Trotter	Tijuana Tequila Trotter 46822 Hwy 288 Young, AZ 85554	Tijuana Tequila Trotter 46822 Hwy 288 Young, AZ 85554	\$0.00		Payson Regional Justice Court	0
		Order Of Protection				\$0.00			1
7/6/2012	7/6/2012	2012CV000507	Anna Lisa Fisher	Traci A. Umbenhauer 593 McLellan Tonto Basin, AZ 85553	Traci A. Umbenhauer 593 McLellan Tonto Basin, AZ 85553	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Traci A. Umbenhauer			\$0.00			1
7/9/2012	7/27/2012	2012CV000509	Stacy Ann "Annie" Crom	Thomas Leroy Crom, IV	Thomas Leroy Crom, IV 200 E Malibu #C2 Payson, AZ 85541	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Thomas Leroy Crom, IV			\$0.00			11
7/9/2012	7/10/2012	2011-308	State of Arizona	Det. W. D. Murphy	Det. W. D. Murphy	\$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Benten "Benny" Cline, Jr.	Gila County Attorney's Office 714 S. Beeline Highway Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
7/9/2012	7/10/2012	JV2012-00076 Petition 2012-1	State of Arizona	minor c/o Catherine Wilson, mother Shad Wilson, father 2702 W Palmer Dr Payson, AZ 85541	Catherine Wilson 2702 W. Palmer Drive Payson, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			2
7/9/2012	7/10/2012	JV2011-059 Petition 2012-1	State of Arizona	minor c/o Joanna Carroll, mother 801 W. Longhorn Road, #3 Payson, AZ 85541	Joanna Carroll Payson Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			3
7/9/2012	7/10/2012	JV2012-00079 Petition 2012-1	State of Arizona	minor c/o Angie Lecher, mother Chris Lecher, father 114 Hillside Dr Star Valley, AZ 85541	Chris Lecher Hellsgate Fire Department 80 Walters Lane Star Valley, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			2
7/9/2012	7/10/2012	JV2012-072 Petition 2012-1	State of Arizona	minor c/o Andrea Braswell, mother Todd Braswell, father 905 N Beeline Highway #15 Payson, AZ 85541	Andrea Braswell 905 N. Beeline Highway, #15 Payson, AZ 85541	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			1
7/9/2012	7/11/2012	JV2012-073 Petition 2012-1	State of Arizona	minor c/o Kristen Ralls, mother 9322 Juniper Rd Pine, AZ 85544	Todd Ralls 9322 Juniper Rd Strawberry, AZ 85544	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor			\$0.00			1

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7/9/2012	7/10/2012	JV2012-058 (2012-1) Subpoena	State of Arizona [REDACTED] minor	GCSO, Deputy M. Havey 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
7/9/2012	7/10/2012	JV2012-058 (2012-1) Subpoena	State of Arizona [REDACTED] minor	GCSO, Deputy C. Maxwell GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, Deputy C. Maxwell GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
7/9/2012	7/10/2012	JV2012-058 (2012-1) Subpoena	State of Arizona [REDACTED] minor	U.S. Forest Service, Ofc. D. Adams 108 W Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
7/10/2012	7/13/2012	CR2012-00257 Summons	State of Arizona Robert George Maxwell	Robert George Maxwell 811 E Oxbow Cr Payson, AZ 85541	Unservd	\$0.00 \$0.00		Superior Court Gila County	0 4
7/10/2012	7/13/2012	CR2012-00285 Summons	State of Arizona Rebekkah Jean Radtke	Rebekkah Jean Radtke 300 W. Bonita Street, #6 Payson, AZ 85541	Unservd	\$0.00 \$0.00		Superior Court Gila County	0 3
7/10/2012	7/13/2012	CR2012-00286 Summons	State of Arizona Rebekkah Jean Radtke	Rebekkah Jean Radtke 300 W. Bonita Street, #6 Payson, AZ 85541	Unservd	\$0.00 \$0.00		Superior Court Gila County	0 3
7/10/2012	7/13/2012	CR2012-00287 Summons	State of Arizona Rebekkah Jean Radtke	Rebekkah Jean Radtke 300 W. Bonita Street, #6 Payson, AZ 85541	Unservd	\$0.00 \$0.00		Superior Court Gila County	0 3
7/10/2012	7/12/2012	2012CV000513 Order Of Protection	Charles Spalink Michael Romo	Michael Romo Wooded area behind Home Depot Payson, AZ 85541	Michael Romo Wooded area behind Home Depot Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 3
7/10/2012	7/11/2012	2012TR012318 Subpoena	State of Arizona Kathy Prentke	Payson Police Department, Ofc. J. Meredith 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/10/2012	7/11/2012	2012TR012233 Subpoena Trial Reset	State of Arizona Tiffney Taylor	Payson Police Department, Ofc. Cadwell 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/10/2012	7/11/2012	2012TR001687 Subpoena	State of Arizona Charles Wirken	Department of Public Safety, Ofc. H. Thomason Department of Public Safety-Payson Office ,	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
7/10/2012	7/11/2012	2012TR001716 Subpoena	State of Arizona Christopher Holman	Department of Public Safety, Ofc. H. Thomason Department of Public Safety-Payson Office ,	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
7/10/2012	7/11/2012	2012TC012031 Subpoena Trial Reset	State of Arizona Brenda Mayer	Payson Library, Terry Morris 328 N. McLane Road Payson, AZ 85541	Payson Library, Terry Morris 328 N. McLane Road Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1

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7/12/2012	7/12/2012	2012CV000516	Mari Sickles	John Sickles	John Sickles	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	John Sickles	2000 N Beeline Hwy Payson, AZ 85541	2000 N Beeline Hwy Payson, AZ 85541	\$0.00			1
7/13/2012	7/16/2012	2012TR001863	State of Arizona	Austin Brazeau	Austin Brazeau	\$0.00		Payson Justice Court	0
		Summons & Complaint	Austin Brazeau	909 E Sutton Payson, AZ 85541	800 S Santa Fe Payson, AZ 85541	\$0.00			1
7/13/2012	7/16/2012	2012CR000364	State of Arizona	Austin Brazeau	Austin Brazeau	\$0.00		Payson Justice Court	0
		Summons & Complaint	Austin Brazeau	909 E Sutton Payson, AZ 85541	800 S Santa Fe Payson, AZ 85541	\$0.00			1
7/16/2012	7/16/2012	2012CV000520	Tracy Scott	Mollie Scott	Mollie Scott	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Mollie Scott	301 W Bonita Lot 9 Payson, AZ 85541	301 W Bonita Lot 9 Payson, AZ 85541	\$0.00			1
7/18/2012	7/18/2012	2012CV000529	Ana Claudia Wilson	Charles McKinley Wilson	Charles McKinley Wilson	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Charles McKinley Wilson	801 E. Frontier Street, #58 Payson, AZ 85541	202 N Beeline Hwy Payson, AZ 85541	\$0.00			1
7/18/2012	7/20/2012	2012TR012313	State of Arizona	PPD, Officer McDonough	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	John Jackson	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/18/2012	7/20/2012	2012TR001443	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Scott Moomaw	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/18/2012	7/20/2012	2012TR001716	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Christopher Holman	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/18/2012	7/20/2012	2012TR001687	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Charles Wirken	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/18/2012	7/26/2012	2012TC012035	State of Arizona	Payson Library, Terry Morris	Payson Library, Terry Morris	\$0.00		Payson Magistrate Court	0
		Subpoena	Casey Brassick	328 N. McLane Road Payson, AZ 85541	328 N. McLane Road Payson, AZ 85541	\$0.00			2
7/18/2012	7/20/2012	CR2012-183	State of Arizona	Frankie Stiner	Michael Romo	\$0.00		Superior Court Gila County	0
		Summons	Frankie Stiner	217 W. Saddle Lane Payson, AZ 85541	217 W Saddle Lane Payson, AZ 85541	\$0.00			1
7/19/2012	7/20/2012	2011-540	State of Arizona	DPS Crime Lab, Kelly Angelone, Criminalist	DPS Clipboard - Payson	\$0.00		Superior Court Gila County	0
		Subpoena	Melissa Catherine Ward	PO Box 6638 Phoenix, AZ 85005	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/19/2012	7/20/2012	2011-540	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Melissa Catherine Ward	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/19/2012	7/20/2012	2012TR012357	State of Arizona	Vernon Dwight Randall	Vernon Dwight Randall	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Vernon Dwight Randall	1950 W Fairway Ln Payson, AZ 85541	1905 W Fairway Ln Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/20/2012	7/25/2012	2012TC012050 Summons & Complaint	State of Arizona Jacqueline Choate	Jacqueline Choate 306 W Cherry St Payson, AZ 85541	Jacqueline Choate 1307 N William Tell Circle Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 4
7/20/2012	7/23/2012	JV2012-00080 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	minor 1309 N Easy St Payson, AZ 85541	Unserved	\$0.00 \$0.00		Juvenile Court	0 1
7/20/2012	7/23/2012	JV2012-00080 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Brooke Varga 1309 N. Easy Street Payson, AZ 85541	Unserved	\$0.00 \$0.00		Juvenile Court	0 1
7/20/2012	7/23/2012	JV2008-154 Petition 2012-2 Notice To Appear; Petition	State of Arizona minor	Michael Reardon 410 E. Jura Circle Payson, AZ 85541	Michael Reardon 410 E. Jura Circle Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court	0 1
7/20/2012	7/23/2012	2012TC012045 and 2012TC12046 Summons & Complaint	State of Arizona Raymona Todacheenie	Raymona Todacheenie 308 W Frontier St Payson, AZ 85541	Raymona Todacheenie 308 W Frontier St Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/20/2012	7/23/2012	2012TC012047 Summons & Complaint	State of Arizona Montana Dawn Wade	Montana Dawn Wade 300 W Frontier St #6 Payson, AZ 85541	Montana Dawn Wade 300 W Frontier St #6 Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/20/2012	7/23/2012	2012TC012048 and 2012TC012049 Summons & Complaint	State of Arizona Kegan T McLarty	Kegan T McLarty 493 E Sycamore Lane Payson, AZ 85541	Kegan T McLarty 493 E Sycamore Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/24/2012	7/24/2012	2012CV000558 Order Of Protection	Christine Chapman Elizabeth (Betty) Stowell	Elizabeth (Betty) Stowell 8000 Vista Del Norte Payson, AZ 85541	Elizabeth (Betty) Stowell 8000 Vista Del Norte Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
7/25/2012	7/25/2012	2012CV000561 Order Of Protection	Paul Greene Jennifer Charlton	Jennifer Charlton 108 W Main Street Payson, AZ 85541	Jennifer Charlton 108 W Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
7/25/2012	7/25/2012	2012TR001782 Subpoena	State of Arizona Peter Frederick Brazeau	Department of Public Safety, Officer Voeker Department of Public Safety-Payson Office ,	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
7/25/2012	7/25/2012	2012TR012349 Subpoena	State of Arizona Perry Dobstaff	Payson Police Department, Ofc. L. Ortiz 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/25/2012	7/25/2012	2012TR001687 Subpoena Trial Reset	State of Arizona Charles Wirken	Department of Public Safety, Ofc. H. Thomason Department of Public Safety-Payson Office ,	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
7/26/2012	7/26/2012	2012CV000563 Order Of Protection	Elizabeth (Betty) Stowell Christine Chapman	Christine Chapman 8014 W Vaquero Dr Payson, AZ 85541	Christine Chapman 712 N Beeline Hwy Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/26/2012	7/27/2012	2012TR012348	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Lance Gullett	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/26/2012	7/27/2012	2012TR012354	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Troy Agema	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/26/2012	7/27/2012	2012TR001823	State of Arizona	Department of Public Safety, Officer Zesiger	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Andrew Pearson	Department of Public Safety Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/26/2012	7/27/2012	2012TR001803	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Jenifer Wiesinger	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/26/2012	7/26/2012	2012CV000566	Michael (Mike) Kevin Cale	Mary Griffin	Mary Griffin	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Mary Griffin	903 E. Granite Dells Road, #4 Payson, AZ 85541	903 E. Granite Dells Road, #4 Payson, AZ 85541	\$0.00			1
7/27/2012	7/27/2012	2012CV0246DR	Jeannie L Johnson	Matthew B Johnson	Matthew B Johnson	\$0.00		Snowflake Precinct Justice Court	0
		Order Of Protection	Matthew B Johnson	701 E Hwy 260 Payson, AZ 85541	701 E Hwy 260 Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2012CR023	State of Arizona	GCSO, Deputy L. Johnson	GCSO, Deputy L. Johnson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Wayne Bourgeois	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2011-290	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Sherri Lynn Dashney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2011-290	State of Arizona	Gila County Probation Department, Kathy Joerns	Gila County Probation Department Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Sherri Lynn Dashney	714 S Beeline Hwy Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2011-290	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Sherri Lynn Dashney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2012TR001894	State of Arizona	Gila County Sheriff's Office, Deputy C Young	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Eric Hoyt	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2012CR12075	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/27/2012	7/30/2012	2012CR12075	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/27/2012	7/30/2012	2012CR12075 Subpoena	State of Arizona Claudia Jo Slover	minor 404 W Bridle Path Lane Payson, AZ 85541	minor 404 W Bridle Path Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/30/2012	7/30/2012	2012CV000571 Order Of Protection	Michael Scott Zenko, Jr Rebecca Joy Zenko	Rebecca Joy Zenko 811 E Lone Pine Circle Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Regional Justice Court	0 4
7/30/2012	8/1/2012	2012CV000572 Order Of Protection	Megan Underwood Kyle Ogden-Stone	Kyle Ogden-Stone 603 S Colcord #C Payson, AZ 85541	Kyle Ogden-Stone 603 S Colcord #C Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
7/31/2012	8/1/2012	2012TC012042 Subpoena	State of Arizona Claire Rutledge	Kala Johnson 216 N Parkwood Rd Payson, AZ 85541	Kala Johnson 216 N Parkwood Rd Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
7/31/2012	8/1/2012	2012TC012042 Subpoena	State of Arizona Claire Rutledge	Town Of Payson, Ofc. Tanner, Animal Control Officer 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1

MILEAGE FOR THE MONTH July 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
7/2	67			
7/3	158			
7/5	79			
7/6	133			
7/9	129			
7/10	70			
7/11	98			
7/12	65			
7/13	45			
7/16	32		47	
7/17				
7/18			28	
7/19				
7/20			164	
7/23	45		128	
7/24	142			
7/25	32		54	
7/26	51			
7/27	32		69	
7/30	33		33	
7/31	31			
DAYS	1242		523	

**Total Miles Driven By
The Constable's Office**

1765

July 2012

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 8/1/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constable's Ethics, Standards, + Treasurers Board Writ Fee Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fee Collected for July 2012	10 00
	2 @ 5 ⁰⁰	
	CK # 2295	
		10 00

Authorized Signature  Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98341

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2295
91-527/1221 6128
0703680454

DATE 8/1/12

PAY TO THE ORDER OF Gila County Treasurer \$ 10⁰⁰
Ten + 00/100'S DOLLARS

FOR Writ Fees - July 2012

 3220

⑈0000002295⑈ ⑆122105278⑆ 0703680454⑈

ARF-1429

5- J

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Globe Regional Justice Court Monthly Report for July 2012

Submitted For: Mary Navarro

Submitted By: Mary Navarro,
Justice Court
Operations
Mgr, Superior
Court

Information

Subject

Globe Regional Justice Court Monthly Report for July 2012

Suggested Motion

Approval of the July 2012 monthly activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Court Monthly Report for 07/12

**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: July, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$13,486.45
RECEIVED DURING THE MONTH	\$27,262.00
DISBURSED DURING THE MONTH	\$33,265.80
BALANCE AT THE END OF THE MONTH	\$ 7,482.65



Justice of the Peace



Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

JULY, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 155.18	\$ 7.76	\$ 147.40
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 2,103.62	\$ 105.19	\$ 1,998.43
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,863.95	\$ -	\$ 2,863.95
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,045.49	\$ -	\$ 2,045.49
Game and Fish - Wildlife	ZGF		STATE	\$ 44.87	\$ 2.25	\$ 42.62
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,858.15	\$ 92.91	\$ 1,765.24
HURF 1 28-6438, 2533C	ZHRF1		STATE	\$ 26.50	\$ 1.33	\$ 25.17
HURF 3 28-6433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 53.94	\$ 2.70	\$ 51.24
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 55.43	\$ 2.78	\$ 52.65
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,914.03	\$ -	\$ 1,914.03
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,334.47	\$ 466.73	\$ 8,867.74
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,470.00	\$ 73.50	\$ 1,396.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,093.12	\$ 54.66	\$ 1,038.46
DUI Abatement	ZDUIA		T889-2061	\$ 85.00	\$ 4.25	\$ 80.75
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 414.23	\$ 20.72	\$ 393.51
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 18.78	\$ 0.94	\$ 17.84
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,258.87	\$ 62.95	\$ 1,195.92
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 17,609.65	\$ 880.49	\$ 16,729.16
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,330.80	\$ 66.54	\$ 1,264.26
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,214.41	\$ 60.73	\$ 1,153.68
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 864.23	\$ -	\$ 864.23
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 184.31	\$ 9.22	\$ 175.09
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,604.38	\$ -	\$ 1,604.38
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 421.80	\$ 21.09	\$ 400.71
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,228.43	\$ -	\$ 2,228.43
Local Fees	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 92.40	\$ 4.62	\$ 87.78
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 144.48	\$ -	\$ 144.48
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 96.31	\$ -	\$ 96.31
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 298.93	\$ 14.95	\$ 283.98
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 372.36	\$ 18.62	\$ 353.74
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,578.91	\$ 128.95	\$ 2,449.96
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 2,380.04	\$ 119.01	\$ 2,261.03
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 297.48	\$ 14.88	\$ 282.60
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 61.23	\$ 3.07	\$ 58.16
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 107.51	\$ 5.38	\$ 102.13
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 990.36	\$ 49.52	\$ 940.84
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 26.79	\$ 1.34	\$ 25.45
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 4.07	\$ 0.21	\$ 3.86
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 16.43	\$ 0.83	\$ 15.60
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 179.16	\$ 8.96	\$ 170.20
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,334.21	\$ 116.72	\$ 2,217.49
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 156.20	\$ 7.81	\$ 148.39
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 6,473.30	\$ 323.67	\$ 6,149.63
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 278.37	\$ 13.92	\$ 264.45
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 168.49	\$ -	\$ 168.49
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 3,404.13	\$ -	\$ 3,404.13
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,269.42	\$ -	\$ 2,269.42
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -

9,019.34

JULY, 2012	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 84.01	\$ 4.21	\$ 79.80
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 73,068.21	\$ 2,773.41	\$ 70,294.80

61,275.46

TOTAL ADJUSTED BALANCE VERIFICATION	\$ 70,294.80
TOTAL RESTITUTION RECEIVED	\$ 2,493.24
TOTAL RECEIPTS THIS MONTH	\$ 75,561.45

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/2/2012	6698	\$ 8,939.54	ARIZONA STATE TREASURER
8/2/2012	6699	\$ 64,048.87	GILA COUNTY TREASURER
8/2/2012	6700	\$ 79.80	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 73,068.21	TOTAL DISTRIBUTIONS THIS MONTH

70,294.80
+ 2,773.41
- 9,019.34
64,048.87

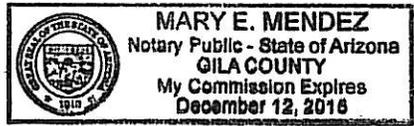
I, Gary Spetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of JULY, 2012.

[Signature]
Justice of the Peace

Subscribed and Sworn to before me this 6th day of August, 2012.

[Signature]
Notary Public

My Commission Expires: 12-12-2015



ARF-1431

5- K

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Recorder's Monthly Report for July 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

Recorder's Monthly Report for July 2012

Suggested Motion

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

Attachments

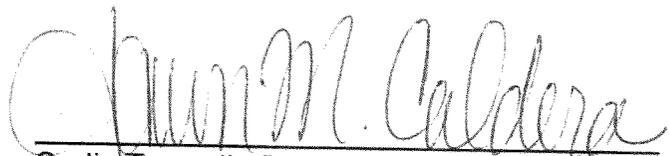
Recorder's July 2012 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JULY 2012

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.



Sadie Tomerlin Dalton, Gila County Recorder



Bank Deposit Summary From 7/1/12 12:00AM To 7/31/12 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Jul 2, 2012 4:54:13 PM	2524	B	Payson07/02/12	\$65.00
Jul 3, 2012 8:32:52 AM	2526	B	globecorrection	\$447.00
Jul 3, 2012 4:56:42 PM	2527	B	Globe	\$401.00
Jul 3, 2012 4:59:14 PM	2528	B	Payson07/03/12	\$50.00
Jul 5, 2012 4:54:06 PM	2529	B	Globe	\$156.00
Jul 5, 2012 4:58:37 PM	2530	B	Payson07/05/12	\$45.00
Jul 6, 2012 7:56:06 AM	2532	B	Globe	\$365.00
Jul 9, 2012 10:24:05 AM	2533	B	payson07/06/12 cor	\$54.00
Jul 9, 2012 4:59:53 PM	2535	B	Globe	\$314.08
Jul 10, 2012 9:47:06 AM	2536	B	Payson 07/09/12 cor	\$2.00
Jul 10, 2012 4:54:35 PM	2537	B	Globe	\$171.00
Jul 10, 2012 4:55:27 PM	2538	B	Payson07/10/12	\$11.00
Jul 11, 2012 4:52:57 PM	2539	B	Globe	\$7,131.00
Jul 13, 2012 8:12:19 AM	2545	B	Globe	\$344.00
Jul 13, 2012 8:23:13 AM	2542	B	GLOBE	\$501.00
Jul 13, 2012 9:17:08 AM	2543	B	Payson 07/12/12 Cor	\$84.00
Jul 13, 2012 4:55:43 PM	2544	B	Payson07/13/12	\$38.00
Jul 16, 2012 4:53:24 PM	2546	B	Globe	\$300.00
Jul 16, 2012 4:53:27 PM	2547	B	Payson07/16/12	\$52.00
Jul 17, 2012 4:56:24 PM	2548	B	Payson07/17/12	\$23.00
Jul 17, 2012 4:57:09 PM	2549	B	Globe	\$1,426.00
Jul 18, 2012 10:07:55 AM	2552	B	Globe	\$193.00
Jul 18, 2012 4:56:24 PM	2551	B	Payson07/18/12	\$90.00
Jul 19, 2012 4:55:29 PM	2553	B	Globe	\$384.00
Jul 19, 2012 4:56:48 PM	2554	B	Payson07/19/12	\$50.00
Jul 20, 2012 5:00:25 PM	2555	B	Payson07/20/12	\$35.00
Jul 20, 2012 5:00:37 PM	2556	B	Globe	\$244.00
Jul 23, 2012 4:55:04 PM	2557	B	Globe	\$662.00
Jul 23, 2012 4:57:20 PM	2558	B	p07/23/2012	\$44.00
Jul 24, 2012 4:54:21 PM	2559	B	Globe	\$98.90
Jul 24, 2012 4:55:06 PM	2560	B	Payson07/24/12	\$37.00
Jul 25, 2012 4:59:18 PM	2562	B	Payson07/25/12	\$20.00
Jul 26, 2012 9:18:38 AM	2563	B	GLOBE	\$189.00
Jul 26, 2012 4:54:17 PM	2564	B	Globe	\$128.00
Jul 26, 2012 4:54:43 PM	2565	B	Payson07/26/12	\$130.00
Jul 27, 2012 4:55:36 PM	2566	B	Payson07/27/12	\$48.00
Jul 30, 2012 8:05:45 AM	2567	B	globe	\$260.00
Jul 30, 2012 8:29:11 AM	2569	B	Globe	\$1,421.00
Jul 30, 2012 5:02:47 PM	2568	B	Payson07/30/12	\$56.00
Jul 31, 2012 4:55:54 PM	2570	B	Globe	\$90.00
Jul 31, 2012 4:56:41 PM	2571	B	Payson07/31/12	\$11.00

Total \$16,170.98

MONTHLY ACTIVITY REPORT - July 2012

DATE	AMT PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
7/2/2012	512.00	503.00	232.00	10.00	0.00	160.00	233.00	745.00
7/3/2012	451.00	457.00	264.00	0.00	0.00	83.00	270.00	721.00
7/5/2012	201.00	244.00	136.00	0.00	0.00	107.00	179.00	380.00
7/6/2012	419.00	652.00	324.00	0.00	0.00	99.00	554.00	976.00
7/9/2012	316.08	558.05	248.00	0.00	28.03	126.00	518.00	834.08
7/10/2012	182.00	387.00	168.00	0.00	0.00	397.00	373.00	555.00
7/11/2012	7131.00	268.40	112.00	0.00	714.00	7142.00	963.40	1094.40
7/12/2012	585.00	651.00	172.00	0.00	0.00	105.00	238.00	823.00
7/13/2012	382.00	704.00	324.00	0.00	0.00	112.00	646.00	1028.00
7/16/2012	352.00	408.00	136.00	0.00	0.00	338.00	192.00	544.00
7/17/2012	1449.00	1794.00	264.00	15.00	0.00	41.00	624.00	2073.00
7/18/2012	283.00	359.00	116.00	0.00	0.00	170.00	192.00	475.00
7/19/2012	434.00	510.00	268.00	0.00	0.00	62.00	344.00	778.00
7/20/2012	279.00	590.00	232.00	5.00	0.00	231.00	548.00	827.00
7/23/2012	706.00	851.80	308.00	0.00	165.00	248.00	618.80	1324.80
7/24/2012	135.90	489.00	192.00	0.00	41.90	216.00	587.00	722.90
7/25/2012	209.00	811.00	200.00	0.00	0.00	423.00	808.00	1011.00
7/26/2012	258.00	363.00	152.00	0.00	0.00	275.00	254.00	515.00
7/27/2012	308.00	583.00	264.00	0.00	0.00	191.00	539.00	847.00
7/30/2012	1,477.00	512.00	244.00	0.00	0.00	1271.00	419.00	756.00
7/31/2012	101.00	480.00	176.00	0.00	0.00	212.00	555.00	656.00
TOTAL	16,170.98	12,175.25	4,532.00	30.00	948.93	12009.00	9655.20	17686.18

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$5,413.20	(\$8,140.00)	(\$2,726.80)
Cash	Cash/Check	\$16,170.98	\$0.00	\$16,170.98
D-1005-120-01-4612-003	Postage(deferred)	\$16.00	(\$13.00)	\$3.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$48.00	(\$39.00)	\$9.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$64.00	(\$52.00)	\$12.00
ETransfer	Electronic Transfers	\$3,869.00	\$0.00	\$3,869.00
	Total	\$25,581.18	(\$8,244.00)	\$17,337.18
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$104.00	(\$128.00)	(\$24.00)
	Total	\$104.00	(\$128.00)	(\$24.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$472.00)	(\$472.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$39.00)	(\$39.00)
1005-120-01-4612-003	Postage	\$0.00	(\$835.20)	(\$835.20)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$272.00)	(\$272.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$108.00)	(\$108.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$157.05)	(\$157.05)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$48.00)	(\$48.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$10,108.00)	(\$10,108.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$23.00)	(\$23.00)
1005-120-01-4612-027	Fax	\$0.00	(\$85.00)	(\$85.00)
1005-120-01-4612-029	Search	\$0.00	(\$40.00)	(\$40.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,544.00)	(\$4,544.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$6.00)	(\$6.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$24.00)	(\$24.00)
7147-120-01-4612	Voter Postage	\$0.00	(\$6.83)	(\$6.83)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$60.10)	(\$60.10)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$879.00)	(\$879.00)
eRecording	eRecording	\$4,138.00	(\$3,741.00)	\$397.00
	Total	\$4,138.00	(\$21,451.18)	(\$17,313.18)
	Total	\$29,823.18	(\$29,823.18)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$16,170.98	\$0.00	\$16,170.98
	Range Total	\$16,170.98	\$0.00	\$16,170.98

Sadie Tomerlin Dalton Gila County Recorder For Month Of:				New Fiscal Year Form		
	FY	2012-2013				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svc's 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug						0.00
Sept						0.00
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Fiscal Year		20,035.69				
All Monies						

	A	B	C	D	E	F
1	GILA COUNTY RECORDER					
2						
3		REPORT FOR		July 2012		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$12,009.00		\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$9,655.20	\$2,353.80	
8		RECORDING FEES	\$12,175.25	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$23.00		
10		INTEREST PD TO ACCT	\$0.71	\$0.00		
11		staled checks	\$42.00	\$0.00		
12	TOTAL 1005 FUNDS		\$24,226.96	\$9,678.20	\$14,548.76	
13						
14	SECTION II					
15		7145 FUND (RECORDER)	\$4,532.00	\$0.00	\$4,532.00	
16		7146 FUND (MINING - 80% STATE TREAS)	\$24.00	\$24.00	\$24.00	
17		7146 FUND (MINING - 20% RECORDER)	\$6.00	\$0.00	\$6.00	
18		7147 FUND (COMPUTER SVCS)	\$948.93	\$0.00	\$948.93	
19	TOTAL SEC II FUNDS		\$5,510.93	\$24.00	\$5,510.93	
20						
21	COMBINED TOTALS - TOTAL FEES COLLECTED		\$29,737.89	\$9,702.20	\$20,035.69	
22						
23						

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2012 - 07/31/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$179.00)	\$9.00	\$0.00	(\$170.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$140.57)	\$46.80	\$0.00	(\$93.77)
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	(\$201.00)	\$0.00	\$0.00	(\$201.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$140.00)	\$100.00	\$0.00	(\$40.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	(\$214.00)	\$8.00	\$0.00	(\$206.00)
AZRE/RECORDING	ARIZONA DEPT OF REAL ESTATE	(\$2,062.00)	\$12.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$121.00)	\$7.00	\$0.00	(\$114.00)
ERAY	ERA YOUNG REALTY	(\$181.40)	\$46.80	\$0.00	(\$134.60)
EXCEL	EXCEL DOCUMENT SERVICES	(\$118.00)	\$24.00	\$0.00	(\$94.00)
FARES	First American Corelogic Inc.	(\$151.40)	\$95.00	(\$1,140.00)	(\$1,196.40)
FATM	FIRST AMERICAN MICROFICHE	(\$465.40)	\$258.60	\$0.00	(\$206.80)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$618.00)	\$0.00	\$0.00	(\$618.00)
FCS,INC	Pacific Corpotate & Title Service	(\$51.00)	\$0.00	\$0.00	(\$51.00)
FNDS	LPS APPLIED ANALYTICS	(\$478.20)	\$190.00	\$0.00	(\$288.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$73.50	\$0.00	\$0.00	\$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$43.00)	\$0.00	\$0.00	(\$43.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDEPTH	INDEPTH SOLUTIONS INC	(\$58.00)	\$0.00	\$0.00	(\$58.00)
Ingeo	Ingeo - eRecording	(\$525.00)	\$529.00	(\$502.00)	(\$498.00)
IRS	INTERNAL REVENUE SERVICE	(\$50.00)	\$96.00	(\$128.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$470.50)	\$0.00	\$0.00	(\$470.50)
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	(\$798.00)	\$269.00	\$0.00	(\$529.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$1,962.00)	\$4,348.00	(\$7,000.00)	(\$4,614.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$168.00)	\$7.00	\$0.00	(\$161.00)
simplifile	Simplifile - eRecording	(\$1,267.00)	\$3,609.00	(\$3,239.00)	(\$897.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,171.20)	\$0.00	\$0.00	(\$1,171.20)
Totals		(\$13,646.07)	\$9,655.20	(\$12,009.00)	(\$15,999.87)

ARF-1441

5- L

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Payson Regional Justice of the Peace Monthly Report for July 2012

Submitted For: Dorothy Little

Submitted By: Dorothy Little,
Justice of the
Peace-Payson
Region,
Superior Court

Information

Subject

Payson Regional Justice of the Peace Monthly Report for July 2012

Suggested Motion

Approval of the July 2012 monthly activity report submitted by the Payson Regional Justice of the Peace.

Attachments

July 2012 Payson Regional Justice of the Peace Report

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: July 2012

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	88	5	158	251
Filed	13	0	18	31
Transferred In	0	0	0	0
SUBTOTAL	101	5	176	282
Transferred Out	0	0	1	1
Other Terminations	11	1	18	30
TOTAL TERMINATIONS	11	1	19	31
Statistical Correction	0	0	0	0
Pending End of Month	90	4	157	251

*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
192	2	0	194	0	3	3	0	191

****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
1,013	208	0	1,221	0	16	279	295	0	926

Civil Traffic Hearings Held: **0**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	80	Trans In	0	TOTAL
				80

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 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)	605	62	0	667	0	97	97	0	570
Failure to Appear (Non-Traffic)	59	1	0	60	0	0	0	0	60
TOTAL	664	63	0	727	0	97	97	0	630

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

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)	
	36	4	0	40	0	3	3	0	37

Felony Preliminary Hearings Held:

1

Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 129

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: July 2012

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	51	17	256	324
Filed	10	2	34	46
Transferred In	0	0	0	0
SUBTOTAL	61	19	290	370
Transferred Out	0	0	0	0
Other Terminations	0	2	19	21
TOTAL TERMINATIONS	0	2	19	21
Statistical Correction	0	0	0	0
Pending End of Month	61	17	271	349

Small Claims Hearings Held/Defaults: **1** Civil Court Trials Held: **2**

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	17	18	0	18
Harassment	24	21	3	24

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **0** Injunction Against: **4**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **1**
 Juvenile Hearings Held: **0** Search Warrants Issued: **11**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: July 2012

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	156
Serious Violations	10
All Other Violations	543
TRAFFIC TOTAL	709

CRIMINAL WARRANTS OUTSTANDING

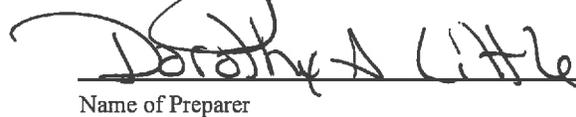
Felony	137
Misdemeanor	764
CRIMINAL TOTAL	901

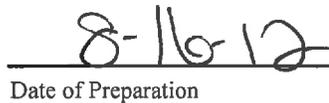
MAIL BY THE 20TH WORKING DAY OF MONTH:

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)


Name of Preparer


Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JULY, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 63.38	\$ 3.17	\$ 60.21
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3350-00	X10501314004383	\$ 85.31	\$ -	\$ 85.31
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,284.61	\$ -	\$ 1,284.61
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 6,036.80	\$ 301.84	\$ 5,734.96
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,990.00	\$ 199.50	\$ 3,790.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 786.23	\$ 39.31	\$ 746.92
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 473.86	\$ 23.69	\$ 450.17
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,448.07	\$ 72.40	\$ 1,375.67
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 11,977.80	\$ 598.89	\$ 11,378.91
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 898.89	\$ 44.94	\$ 853.95
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 42.19	\$ 2.11	\$ 40.08
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 2,777.78	\$ 138.89	\$ 2,638.89
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 518.00	\$ -	\$ 518.00
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 210.86	\$ 10.54	\$ 200.32
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 962.00	\$ -	\$ 962.00
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 482.49	\$ 24.12	\$ 458.37
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 1,153.79	\$ -	\$ 1,153.79
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,261.84	\$ 63.09	\$ 1,198.75
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,669.72	\$ 83.49	\$ 1,586.23
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,457.61	\$ 72.88	\$ 1,384.73
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 182.21	\$ 9.11	\$ 173.10
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 4.71	\$ 0.24	\$ 4.47
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 137.20	\$ 6.86	\$ 130.34
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 549.79	\$ 27.49	\$ 522.30
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 32.00	\$ 1.60	\$ 30.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 5.12	\$ 0.26	\$ 4.86
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 12.72	\$ 0.64	\$ 12.08
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 68.94	\$ 3.45	\$ 65.49
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,825.63	\$ 191.28	\$ 3,634.35
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 13.82	\$ 0.69	\$ 13.13
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 500.00	\$ 25.00	\$ 475.00
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,724.82	\$ -	\$ 1,724.82
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 1,149.88	\$ -	\$ 1,149.88
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 370.00	\$ 18.50	\$ 351.50
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 3.91	\$ 0.20	\$ 3.71
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 620.76	\$ 31.04	\$ 589.72
DUI Abatement	ZDUJA		STATE	\$ 250.00	\$ 12.50	\$ 237.50
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 150.00	\$ 7.50	\$ 142.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,158.08	\$ -	\$ 1,158.08
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 760.49	\$ -	\$ 760.49
Game and Fish - Wildlife	ZGF		STATE	\$ 111.47	\$ 5.57	\$ 105.90
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,659.83	\$ 132.99	\$ 2,526.84
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 127.92	\$ 6.40	\$ 121.52
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 75.00	\$ -	\$ 75.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 52,075.53	\$ 2,160.18	\$ 49,915.35
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 49,915.35

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/1/12	4678	\$ 46,354.27	GILA COUNTY TREASURER
	4679	\$ 5,646.26	ARIZONA STATE TREASURER
	4680	\$ 75.00	GILA COUNTY BAD CHECK PROGRAM
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 52,075.53	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 JULY, 2012.

DATE
8/6/12

DOROTHY A. LITTLE
Gila County Justice of the Peace

ARF-1432

5- M

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Human Resources reports for the weeks of August 7, 2012, August 14, 2012, August 21, 2012, and August 28, 2012

Submitted For: Berthan DeNero

Submitted By: Candy Bell,
Human
Resources &
Library
Services
Assistant,
Human
Resources

Information

Subject

Human Resources reports for the weeks of August 7, 2012, August 14, 2012, August 21, 2012, and August 28, 2012.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of August 7, 2012, August 14, 2012, August 21, 2012, and August 28, 2012.

Attachments

August Human Resources Summary Report

08/07/12 Human Resources Report

08/14/12 Human Resources Report

08/21/12 Human Resources Report

08/28/12 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12
DEPARTURES FROM COUNTY SERVICE	107	7	13	14	13	15	15	17	13	
HIRES TO COUNTY SERVICE	67	7	9	14	3	8	4	10	12	
TEMPORARY HIRES TO COUNTY SERVICE	27	3	2	1	1	2	10	1	7	
VOLUNTEERS TO COUNTY SERVICE	87	0	0	0	0	7	80	0	0	
DEPARTMENTAL TRANSFERS	34	1	3	1	6	3	1	10	9	
END PROBATIONARY PERIOD	30	3	4	6	5	4	3	4	1	
POSITION REVIEW	64	11	13	5	7	6	10	5	7	
REQUEST PERMISSION TO POST	83	6	10	7	2	7	20	15	16	
Total Transaction	499	38	54	48	37	52	143	62	65	

Oct-12 Nov-12 Dec-12

HUMAN RESOURCES ACTION ITEMS
AUGUST 7, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Darcia Bender – Sheriff’s Office – Deputy Sheriff – 08/01/12 – General Fund – DOH 10/29/07 – Resignation
2. Janice Roberts – County Attorney – Legal Secretary Senior – 08/03/12 – General Fund – DOH 09/23/86 – Resignation
3. Tina Reyes – County Attorney – Legal Secretary Senior – 08/03/12 – General Fund – DOH 06/22/05 – Resignation
4. Kendall Horta – Probation – Juvenile Detention Officer – 08/11/12 – General Fund – DOH 03/29/12 – Resignation

HIRES TO COUNTY SERVICE:

5. Tracy Stone – County Attorney – Legal Secretary – 08/09/12 - Attorney’s Justice Enhancement Fund – Replacing Kristin Klee-Martinez
6. Patricia Keyworth – Probation – Administrative Clerk Senior – 08/06/12 – Court Appointed Special Advocate (.50)/Court Improvement Project (.50) Funds – Replacing Judy Alexander
7. Ursulynn Yazzie – Probation – Juvenile Detention Officer – 08/27/12 – General Fund – Replacing Leigh Ann Kenton
8. Christopher Gray – Probation – Juvenile Detention Officer – 08/27/12 – General Fund – Replacing Kendall Horta
9. Larry Perez – Probation – Juvenile Detention Officer – 08/13/12 – General Fund – Replacing Lorenzie Corvin
10. Brian Martin – Probation – Juvenile Detention Officer – 08/13/12 – General Fund – Replacing Martin Feldhake
11. Nancie Denogean – Probation – Juvenile Detention Officer 08/13/12 – General Fund – Replacing Andrew Gatewood

TEMPORARY HIRES TO COUNTY SERVICES:

12. Nacelle Reynolds – Library District – Community Liaison – 08/06/12 – Library District Grants Fund
13. Robin Holt – Library District – Community Liaison – 08/06/12 – Library District Grants Fund
14. Josephine Castano – Library District – Community Liaison – 08/06/12 – Library District Grants Fund
15. Maxine Piper – Library District – Community Liaison – 08/06/12 – Library District Grants Fund
16. Andressa Kumparak – Library District – Community Liaison – 08/06/12 – Library District Grants Fund

DEPARTMENTAL TRANSFERS:

17. Brenda Van Haren – County Attorney – From Legal Secretary Senior – To Victim Advocate – 08/09/12 – From Attorney’s Justice Enhancement Fund – To Crime Victim Assistant Program (.50)/General Fund (.50) Fund – Replacing Lizabeth Fetterman
18. Lisa King – From Probation – To County Attorney – From Administrative Clerk Senior – To Legal Secretary – 08/13/12 – General Fund – Replacing Lana Dever
19. Juley Bocardo-Homan – From Sheriff’s Office – To Human Resources – From Executive Administrative Assistant – To Human Resources Assistant – 08/13/12 – General Fund – Replacing Erica Raymond
20. Zackery Andrade – Public Works Consolidated Roads – From Road Maintenance Worker – To Road Maintenance/Equipment Operator – 08/09/12 – Public Works Fund – Replacing Arthur Alvarado

HUMAN RESOURCES ACTION ITEMS

AUGUST 7, 2012

PAGE 2

21. Martina Burnam – Probation – From Administrative Clerk Senior – To Probation Aide – 07/30/12 – From Juvenile Standards Probation (.75)/Diversion Intake Funds – To General (.50)/Juvenile Probation Service Fee Funds – Replacing Debra Gildersleeve
22. Rodney Cronk – Sheriff’s Office – From Deputy Sheriff – To Deputy Sheriff Sgt. - 08/13/12 – General Fund – Replacing Craig Smith

POSITION REVIEW:

23. Travis Shields – County Attorney – Law Clerk – 07/30/12 – General Fund – Change in hours
24. Sigifredo Marquez – Probation – Deputy Probation Officer – 07/02/12 – Change in fund codes
25. Jay Boyer – Probation – Deputy Probation Officer Supervisor – 07/02/12 – Change in fund codes
26. Katrisha Stuler – Probation – CASA/Foster Care Manager – 07/02/12 – Change in fund codes
27. Michael Lorka – Probation – Juvenile Detention Officer (part time) – 07/02/12 – Change in fund codes

REQUEST PERMISSION TO POST:

28. Superior Court – Bailiff/Interpreter – Position vacated by James Cox
29. County Attorney – Legal Secretary Senior – Position vacated by Janice Roberts
30. County Attorney – Legal Secretary Senior – Position vacated by Tina Reyes
31. County Attorney – Detective – Position vacated by William Murphy
32. Sheriff’s Office – Administrative Clerk (part time) – Position vacated by Kristine Feezor
33. Finance – Payroll Specialist – Position vacated by Debra Overholt

HUMAN RESOURCES ACTION ITEMS
AUGUST 14, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Ernest Salcido – Board of Supervisors – Temporary Laborer – 07/20/12 – District II Constituents Fund – DOH 04/16/12 – Temporary position
2. Donna DeBolt – Clerk of Superior Court – Court Clerk – 06/08/12 – General Fund – DOH 08/29/05 - Retired

HIRES TO COUNTY SERVICE:

3. Mark Daunce – Sheriff’s Office – Detention Officer – 08/20/12 – General Fund – Replacing Lynn Durst
4. Jacob Martin – Sheriff’s Office – Detention Officer – 08/20/12 – General Fund – Replacing Richard Stockwell
5. Lauren Savaglio – Health and Emergency Management – Health Programs Manager – 08/20/12 – Misc. Funds – Replacing Paula Horn
6. Stewart Jones – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 08/20/12 – Public Works Fund – Replacing John Geer
7. Shawn Christensen – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 08/20/12 – Public Works Fund – Replacing James Anderson

TEMPORARY HIRES TO COUNTY SERVICES:

8. Amanda Aguirre - Library District – Community Liaison – 08/06/12 – Library District Grants Fund

DEPARTMENTAL TRANSFERS:

9. Jessica Cruz – From Sheriff’s Office – To Clerk of Superior Court – From 911 Radio Dispatcher – To Court Clerk – 08/20/12 – General Fund

REQUEST PERMISSION TO POST:

10. Public Works Consolidated Roads – Road Maintenance Worker – Vacated by Zackery Andrade
11. Emergency Management – Temporary Rural Addressing Analyst
12. Sheriff’s Office – Executive Administrative Assistant – Vacated by Juley Bocardo-Homan
13. Superior Court – Bailiff/Interpreter – Vacated by Timoteo Campos

HUMAN RESOURCES ACTION ITEMS
AUGUST 21, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Christian Michael Young – Sheriff’s Office – Deputy Sheriff – 07/31/12 – General Fund – DOH
06/25/12 – Failure to complete probationary period

DEPARTMENTAL TRANSFERS:

2. Kenneth Payne, Jr. – Public Works – From Solid Waste Operations Worker – To Solid Waste
Operations Worker Sr. – 08/23/12 – Solid Waste Fund

END PROBATIONARY PERIOD:

3. Cynthia Gonzales – Public Works – Custodian Lead – 08/16/12 – Facilities Management Fund

POSITION REVIEW:

4. Bertina Pratt – Public Works – Custodian PT – 07/23/12 – Change in fund codes

REQUEST PERMISSION TO POST:

5. Public Works Solid Waste – Solid Waste Operations Worker – Vacated by Kenneth Payne Jr.
6. Health and Emergency Services – Worksite Wellness Coordinator
7. Sheriff’s Office – Jail Captain

HUMAN RESOURCES ACTION ITEMS
AUGUST 28, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Matthew Cruz – Board of Supervisor – Temporary Laborer – 08/17/12 – General Fund/Constituent Services District II – DOH 06/21/12 – Temporary 3-month employment ended
2. Tannyn Garcia – Board of Supervisor – Temporary Laborer – 08/17/12 – General Fund/Constituent Services District II – DOH 06/21/12 – Temporary 3-month employment ended
3. David Oropeza – Board of Supervisor – Temporary Laborer – 08/17/12 – General Fund/Constituent Services District II – DOH 05/14/12 – Temporary 4-month employment ended
4. Darwin (Chuck) DeClay – Board of Supervisor – Temporary Laborer – 08/15/12 – General Fund/Constituent Services District III – DOH 08/09/11 – Job assignment ended
5. Jennifer Caster – Probation – Administrative Clerk Senior – 08/23/12 – Juvenile Intensive Probation Supervision Fund – DOH 12/20/10 – Resignation
6. Angelina M. Thompson – Finance – Payroll Specialist – 08/21/12 – General Fund – DOH 04/12/10 – Termination

TEMPORARY HIRES TO COUNTY SERVICE:

7. David Falquez – Community Services – Temporary Mobile Crew – 08/27/12 – GEST Fund

DEPARTMENTAL TRANSFER:

8. Erwin Diaz – Probation – From Deputy Probation Officer 2 – To Juvenile Detention Shift Supervisor – 09/10/12 – General Fund

POSITION REVIEW:

9. Rebecca Baeza – Globe Regional Justice Court – Judge Pro Tempore – 08/13/12 – Change in number of hours worked

REQUEST PERMISSION TO POST:

10. Board of Supervisors District II – Temporary Laborer (2 positions available) – Vacated by David Oropeza and Matthew Cruz
11. Finance – Contracts Support Specialist – Vacated by Valrie Bejarano
12. Finance – Payroll Specialist – Vacated by Angelina M. Thompson

ARF-1434

5- N

Regular BOS Meeting

Meeting Date: 09/04/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-10-12 and 8-17-12

Submitted For: Joseph Heatherly

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

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-10-12 and 8-17-12

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of August 4, 2012, to August 10, 2012, and the week of August 11, 2012, to August 17, 2012.

Attachments

County Manager Approved Contracts Under \$50K for Weeks Ending 8-10-12 & 8-17-12
Windstream Communications Agreement
Pueblo Mechanical & Controls Agreement 061112
Experienced Fire Sprinkling, Inc Agreement 082111
Bridgers & Paxton Engineers Agreement 022912
Miner Southwest Corp. Agreement 052912
AFLAC Reimbursement Service Agreement
DJ's Companies Inc. Agreement 062012
Living Waters Community Church Building Use Agreement
GFI Acoustics Agreement 070912
C.L. Williams Consulting Agreement 071912
O'Connor Heating & Cooling Agreement 072312
ATL, Inc. Agreement 072012
Green Tree Construction Agreement 061012
Iona Dease Contract 913
Grossman & Grossman Contract 890
MultiCard, Inc. Agreement CNT003055-04
Lin-Cum Inc Agreement

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

August 4, 2012, to August 10, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
- Windstream Communications	Video Conference Service Maintenance Renewal	\$13,750.00	8-3-12 to 10-21-13	8-8-12	Renewable for 1yr term	Renewal of Radivision maintenance agreement for county video conference service and secure firewall traversal.
061112 Pueblo Mechanical & Controls, Inc.	Gila County Jail Water Treatment	0	6-20-12 to 6-19-13	8-8-12	Expires	Amendment #1 for contractor to perform tests with chemicals as necessary on the treated water.
082111 Experienced Fire Sprinkling, Inc.	Fire Sprinkler Service	\$3,500.00	9-1-12 to 8-31-13	8-8-12	Renewable for 1yr term	Amendment #1 to extend term for 12 months and add repair service to agreement.
092912 Bridgers & Paxton Consulting Engineers, Inc.	Sheriff's Office Jail Electrical Service Upgrade	\$1,055	5-2-12 to 8-31-12	8-8-12	Expires	Amendment #2 for the Engineer to attend the pre-bid meeting for the informal bid.
052912 Miner Southwest Corp	Rolling Steel Service Door Relocation	0	6-6-12 to 12-31-12	8-8-12	Expires	Amendment #1 to extend agreement due to Engineering delays for construction of tire barn.
- AFLAC	Medical Care Expense Reimbursement "URM"	0	7-1-12 to 6-30-13	8-8-12	Expires	Aflac will provide a medical care expense reimbursement benefit plan to county employees and dependents.

August 11, 2012, to August 17, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
062012 DJ's Companies, Inc.	Portable Toilet Supply	\$3,110.00	7-1-12 to 6-30-13	8-14-12	Renewable for 2 1yr terms	Annual portable toilet service for the landfill, consolidated roads, and constituent services.

- Living Waters Community Church	Building Use Agreement for GEST Program	\$225.00 per month	6-1-12 to 5-30-13	8-14-12	Renewable for 1 1yr terms	GEST program will lease a space to hold some of their activities in the Globe area.
070912 GFI Acoustics	Acoustical Ceiling Tile & Grid Replacement Judges Chambers	\$4,948.56	8-8-12 to 9-7-12	8-14-12	Expires	Labor & material to replace and install new ceiling tiles and grid for the 3 rd floor Superior Court Judges chambers.
071912 CL Williams Consulting	Four Mile & Pine Creek Material Pits ADEQ Testing	\$28,700.00	90 days	8-14-12	Expires	Consulting services for the preparation of ADEQ testing for material pits in Pleasant Valley Ranger District for roadway maintenance & repair.
072312 O'Conner Heating & Cooling	Conference Room HVAC Installation	\$5,308.00	8-1-12 to 8-31-12	8-14-12	Expires	Installation of HVAC in the Payson Administration Building conference room.
072012 ATL, Inc.	Women's Jail Dormitory Masonry Cell Testing	\$2,040.00	8-1-12 to 8-31-12	8-14-12	Expires	Quality & assurance testing to determine if there are any voids in the masonry walls at the Women's Jail.
061012 Green Tree Construction	Weatherization Job No. HH4506 Amendment #1	\$3,000.00	6-20-12 to 8-31-12	8-14-12	Expires	Amendment to repair decaying stairs and landing for weatherization project.
913 Iona B. Dease	Mental Health Evaluation Service for Juvenile Justice Services	\$17,761.00	7-1-12 to 6-30-14	8-14-12	Expires	Renewal of contract for mental health evaluation services with the Arizona Supreme Court Admin.
890 Grossman & Grossman, Ltd.	Mental Health Evaluation Service for Juvenile Justice Services	\$5,762.51	7-1-12 to 6-30-14	8-14-12	Expires	Renewal of contract for mental health evaluation services with the Arizona Supreme Court Admin.
CNT003055-04 MultiCard, Inc.	Maintenance Agreement for Fingerprint Scanner & Card Printer	\$1,367.00	1-20-12 to 1-19-13	8-14-12	Expires	Annual renewal of maintenance agreement for Sheriff's Office fingerprint scanner and card printer.
- Lin-Cum, Inc.	Document Conversion Services	\$1,306.63	9-15-12 to 9-14-13	8-14-12	Expires	Amendment #3 to extend document conversion services for 12 months.



90 Blue Ravine Road Folsom California 95630

Quote

Document Date:	08/01/2012
Document #:	001-00-121729.A
Expires On:	08/31/2012

Rep: Justin Cullen
Email: Justin.Cullen@PAETEC.com
Phone: (916) 357-5129

Radvision Maintenance Renewal - 1 Year

Bill To Information

Gila County
Attn: Shaun Stevenson
1400 East Ash Street
Attn: Tyler Solbert
Globe AZ, 85501
USA

Ship To Information

Gila County
Attn: Shaun Stevenson
1400 East Ash Street
Attn: Tyler Solbert
Globe AZ, 85501
USA

Table with columns: Products, Price, Qty, Extended Price. Includes sub-total and grand total of \$13,750.00.

Comments

Your Existing Service period will be extended through 10/21/2012.
Your service and support coverage renewal date will be from 10/22/2012 through 10/21/2013

Existing Attachment "A" Agreed Upon Terms and Conditions Apply

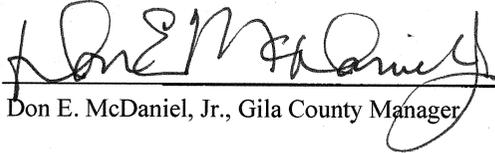
Scope of Work

SCOPIA Elite 5110 Bundle, Serial Numbers 1028080188, 1028080159, 10280802331
PathFinder - Basic Package, Serial Number 1082080067

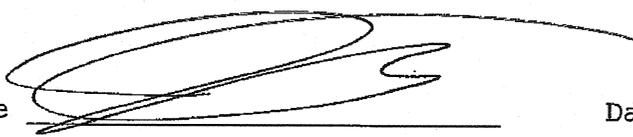
Quote

Continued from previous page....

Document Date:	08/01/2012
Document #:	001-00-121729.A
Expires On:	08/31/2012

Authorized Acceptance: 
Don E. McDaniel, Jr., Gila County Manager

Date: 8/8/12

Quagga (Windstream)
Authorized Acceptance 

Date: 8/6/12

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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

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

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

Amendment for Gila County's Radvision Support Agreement

August 1, 2012

To Whom It May Concern:

This is an official amendment to confirm the existing support coverage relative to the Radvision equipment on Gila County's PO# 2012-087 will be supported through 10/21/2012.

A new purchase order will extend the term of that support through 10/21/2013.

Elements Covered:

SCOPIA Elite 5110 Bundle, Serial Numbers 1028080188, 1028080159, 10280802331

PathFinder - Basic Package, Serial Number 1082080067

Scope of Service:

Radvision Call Center 8x5 (level 3 & 4)

Software update & upgrade, hardware repair,

Remote diagnostic

Partner Level 1 & Level 2 Direct support to END user

Best regards,



Justin Cullen

Quagga(Now a Windstream Company)

90 Blue Ravine Road, Folsom CA 95630

916-673-5053 / justin.cullen@winstream.com



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below stated project:

**SERVICE AGREEMENT NO. 061112
GILA COUNTY JAIL WATER TREATMENT**

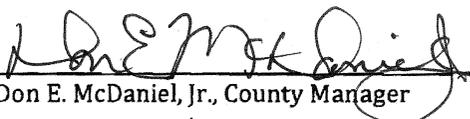
PUEBLO MECHANICAL & CONTROLS, Inc.

Effective June 20, 2012, Gila County and Pueblo Mechanical entered into an agreement whereby the Contractor agreed to provide labor and material to perform water treatment service on the boiler located at the Globe Gila County Jail. The agreement terminates July 31, 2012.

Amendment No. 1 will extend the agreement through June 19, 2013, in order for the contractor to perform tests with chemical as necessary on the treated water. There will be a total of 6 visits per year to perform the tests. The testing was part of the original agreement, Exhibit A Item #2. There will be no change in contract value.

All other terms and conditions of the original agreement shall remain the same during the extended term to June 19, 2013.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/8/12

PUEBLO MECHANICAL & CONTROLS, INC.


Authorized Signature

Date: 8/1/12



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 082111 FIRE SPRINKLER SERVICE

EXPERIENCED FIRESPRINKLING INC.

Effective October 12, 2012, Gila County and Experienced Firesprinkling Inc. entered into a contract whereby the Contractor agreed to provide annual fire sprinkler system inspections for Gila County facilities in the amount of \$1,925. The agreement term ends August 30, 2012.

Amendment No. 1 will add necessary repair services to the agreement as follows:

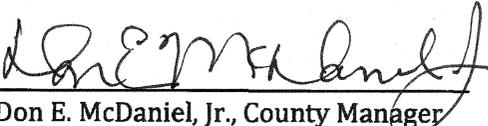
- After completion of the inspection, the Contractor shall provide the Facilities Manager a list of necessary repairs found during the inspection.
- Upon approval by the County Facilities Manager the Contractor shall perform all approved repairs. Any unauthorized work may result in non-payment to the Contractor.
- Contractor shall perform any County requested repairs upon notification of the County Facilities Manager.

Repair services shall be performed with a not-to-exceed without written authorization budget of \$3,500. Refer to exhibits "A" and "B" by mention made a binding part of this agreement as set forth herein.

Per page 5, Article IX of the agreement, the County shall have the option to extend the term of the agreement for two 2 more 1 year periods. The term of the agreement will be extended from September 1, 2012, to August 31, 2013.

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

EXPERIENCED FIRESPRINKLING INC.

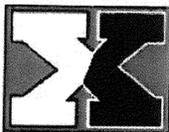


Bryan Teague

Date: 8/8/12

Date: 8/01/2012

EXHIBIT "A"



**EXPERIENCED
FIRESPRINKLING INC.**

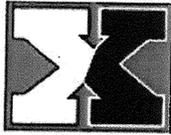
Estimate

Date	Estimate #
7/31/12	539

Name / Address
Gila County Public Works Dept. Robert Hickman Facilities Manager 928-473-7654 Fax

Description	Project
	2011 Annual Inspect...
	Total
Annual Inspection 2012	0.00
Court House 1400 E. Ash st. Globe,Az wet sprinkler system.	350.00
Juvinile Detention Center 1426 South st. Globe,Az. wet sprinkler system	350.00
Sheriffs Office Kitchen Ansul Hood System. 1100 South St. Globe, Az.	175.00
Central Heights Complex 5515 S Apache Ave. wet sprinkler system.	350.00
Roosevelt Sheriff Office substation wet sprinkler system.	250.00
Northerh Gila County Building Department 910 E. Hwy 260 Payson,Az. Dry Sprinkler System	450.00
<p>NOTE: Estimate is based on initial review of project, any additions/revisions made by the owner will require a new estimate. Estimate is valid for 30 days from the above Estimate date.</p> <p>NOTE: Contract must be signed to begin work. You may fax your signed estimate to 928-472-4717.</p> <p>THANK YOU!</p>	
Signature of acceptance	Total \$1,925.00

EXHIBIT "B"



**EXPERIENCED
FIRESPRINKLING INC.**

Estimate

Date	Estimate #
7/31/12	581

Name / Address
Gila County Public Works Dept. Robert Hickman Facilities Manager 928-473-7654 Fax

		Project
		2011 Annual Reco...
Description	Total	
Annual Inspection 2012 recommendations. Gila County Courthouse- Gauges need to be replaced. \$125.00	1,200.00	
Gila County Detention Center- Gauges need to be replaced. \$125.00 Gila County Jail- Installation of fusible links and inspection of kitchen hood system. \$175.00 Sheriff Sub Station- Gauges need to be replaced. \$125.00 Clean Kitchen hood and duct system at Gila County Jail. \$650.00		
<p>NOTE: Estimate is based on initial review of project, any additions/revisions made by the owner will require a new estimate. Estimate is valid for 30 days from the above Estimate date.</p> <p>NOTE: Contract must be signed to begin work. You may fax your signed estimate to 928-472-4717.</p> <p>THANK YOU!</p>		
Signature of acceptance	Total	\$1,200.00



AMENDMENT NO. 2

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**

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

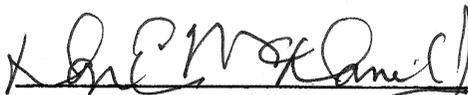
Effective May 2, 2012, Gila County and Bridgers & Paxton Consulting Engineers entered into an agreement whereby the Consultant agreed to provide professional engineering services for the upgrade of the electrical system at the Payson Gila County Jail in the amount of \$8,440.

Amendment No. 1 will add the following service to the agreement at a cost of \$1,055:

- Consultant shall attend the pre-bid meeting in Payson, Arizona on Thursday, August 2, 2012. Refer to attached Exhibit "A" for description and fee breakdown. By mention the exhibit is made a binding part of the agreement as set forth herein.

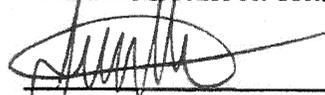
All other terms and conditions of the original agreement shall remain the same during the term of the contract.

GILA COUNTY



Don E. McDaniel Jr., County Manager
Date: 8/8/12

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.



Signature
VICE-PRESIDENT

Title
Date: 8-6-12

EXHIBIT "A"

**BRIDGERS & PAXTON
ADDITIONAL SERVICES AUTHORIZATION**

DATE: 30 July, 2012

B&P PROJECT NO: 6836.00

PROJECT NAME: Gila County - Payson Sheriff's Office Electrical Dist upgrade

CLIENT NAME: Gila County

CLIENT PROJECT NO: _____

AUTHORIZATION FROM: Valerie Bejarano

B&P PROJECT ENGINEER: John Montañó

DESCRIPTION OF SERVICES: As requested, we are providing an additional service fee to attend a pre-bid meeting in Payson, AZ on Thursday August 2nd, 2012. The following is a breakdown of the fee:

Principal Engineer: \$191 * 5 hours (2 hours at site, 3 hrs roundtrip) = \$955.00

Mileage (Phoenix to Payson): 180miles * 0.555/mile = \$100

Time and Material FEE: \$1,055

If the above described services and fees meet with your approval, please FAX a signed copy of this form to our office so that we may proceed.

We will await your authorization prior to proceeding with any additional work associated with this proposal.

AUTHORIZED SIGNATURE

DATE



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT 052912 ROLLING STEEL SERVICE DOOR RELOCATION

MINOR SOUTHWEST CORPORATION

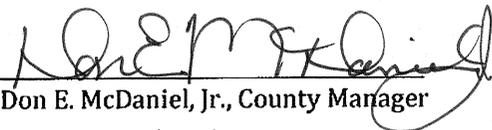
Effective June 6, 2012, Gila County and Miner Southwest Corp. entered into a contract whereby the Contractor agreed to provide for the removal, relocation and installation of the rolling steel service door from the old shop location to the new shop location for the new tire barn. The agreement term ends July 31, 2012.

The door has been relocated but due to delays in the engineering and construction of the new tire barn the Contractor has not been able to complete the door installation at the new location.

Amendment No. 1 will extend the agreement from July 31, 2012, to December 31, 2012. There will be no change in the value of the agreement.

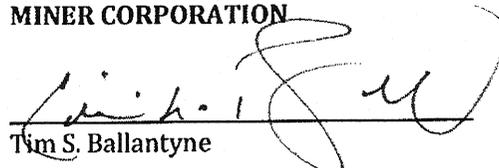
All other terms and conditions of the original agreement shall remain the same during the term of the contract.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/8/12

MINER CORPORATION


Tim S. Ballantyne

Date: 7-31-12

REIMBURSEMENT SERVICES AGREEMENT

This Agreement, effective upon execution for the Plan Year as set forth herein, by and between Gila County (the "Employer") and WageWorks, Inc. ("WageWorks"). WageWorks agrees to provide all services described herein upon acknowledgement and agreement by Employer on the Effective Date (as such term is defined herein).

WITNESSETH:

WHEREAS, the Employer has adopted a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for its Employees in conjunction with its Flexible Benefits Plan (collectively referred to, with the commuter benefit program described below, as the "Plan" and attached hereto) to be adopted and administered in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Employer offers a commuter benefit program providing qualified transportation benefits to its Employees to the extent permitted under Code Section 132(f) and existing and applicable laws and regulations; and

WHEREAS, the Employer will serve as the Plan Administrator; and

WHEREAS, the Employer desires that WageWorks, as its agent, furnish reimbursement services within a framework of policies, interpretations, rules, practices and procedures (the "reimbursement practices and procedures") made and established by the Employer in: (i) receiving and processing requests for benefits under the Plan ("Requests") and (ii) disbursing benefit payments from Employer funds (as provided for in Section II.A.) for eligible expenses under the flexible spending account provisions of the Plan; and

WHEREAS, the Employer is to pay all plan benefits owed or established under the Plan to its Participants, and WageWorks is to provide the agreed upon services to the Plan without assuming any such liability;

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

Section I. Enrollment and Determination of Eligibility

- A. The Employer shall:
- (1) be responsible for interpreting the Plan and its provisions, its terms, conditions and operation; and
 - (2) notify Plan Participants of their ability to apply for reimbursement benefits and supply them with Request forms (to be provided by WageWorks) and Request filing instructions; and
 - (3) provide WageWorks with the names, addresses, Social Security Numbers or distinct participant ID numbers, and elected amounts of all Participants (and spouse or dependents if applicable) in the Plan (for annual enrollment, provide such information at least thirty (30) days prior to the effective date of Plan participation); and
 - (4) notify WageWorks at least five (5) business days (via means of written communication acceptable to WageWorks) prior to the first payroll date affected as to any new Participants (with elections made after annual enrollment) in any of the reimbursement Plans; and
 - (5) notify WageWorks at least five (5) business days (via means of written communication acceptable to WageWorks) prior to the first payroll date affected as to any Change in Status affecting a Participant's election, or any Qualified Beneficiary electing coverage under COBRA and the amount of such election (if COBRA applies to the Employer), or of any other change which will affect WageWorks' responsibilities hereunder.
- B. In determining any person's right to benefits under the Plan, WageWorks shall rely on the eligibility information furnished by the Employer, and any signed statements by Participants regarding the eligibility of their Requests under the respective Plan. It is mutually understood that the effective performance of this Agreement by WageWorks will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of individuals eligible for benefits under each of the respective reimbursement Plans. Information regarding a Participant's enrollment under either reimbursement Plan shall identify the effective date of enrollment and shall be provided to WageWorks (via means of written communication acceptable to WageWorks) in accordance with the applicable timeframes set forth in Sections I.A.(3) through I.A.(5) above. Any delay shall result in a corresponding delay in WageWorks' ability to make benefit determinations. WageWorks shall not be responsible for delays in paying Requests where the Employer has failed to inform WageWorks (in a form and with such information as may reasonably be required by WageWorks) of a Participant's enrollment information in a timely manner. Similarly, information modifying a Participant's eligibility or status/election under either reimbursement Plan or the Commuter Plan shall identify the effective date of eligibility and the termination date of eligibility and shall be provided to WageWorks (via means of written communication acceptable to WageWorks) at least five (5) business days prior to the effective date of such modification in order to be considered by WageWorks in making benefit determinations hereunder. WageWorks shall not be responsible for Requests paid in error where the Employer has failed to inform WageWorks (in a form and with such information as may reasonably be required by WageWorks) of a Participant's eligibility or status change prior to the release of the benefit payment.



Section II. Funding and Payment of Requests for the Plan Benefits

- A. Funding of Requests. Employer must choose and agree to one of the five funding methods described in the Funding Options Schedule (attached hereto as Appendix D), which shall be part of and incorporated into this Agreement.
- B. WageWorks, as agent for the Employer, shall provide those services described in Appendix A, B and C and in the Payment Card Services Appendix (attached hereto).

Upon written request submitted to WageWorks, WageWorks may provide limited assistance with certain of the nondiscrimination tests. The terms and conditions (including applicable fees) under which such services are provided are set forth in Appendix B "Nondiscrimination Testing Services". In providing services, WageWorks shall assume that ERISA and COBRA apply to the Employer's Plan unless the Employer gives WageWorks written direction otherwise.

- C. WageWorks shall not be obligated or responsible for any duty with regard to the administration of the Plan (imposed by the Plan or otherwise) except as specifically provided above or in the attached appendices. Without limiting Employer's responsibilities described therein, it shall be the Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plan as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns to meet ERISA requirements) relating to the Plan; determine if and when a valid election change has occurred; handle Participant claim appeals; allow WageWorks, by and through independent associates, a reasonable opportunity to discuss WageWorks, and DDC, URM and/or Commuter benefits; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plan in compliance with applicable provisions of the Plan, ERISA, the Code and other applicable federal and state laws.
- D. In the event that WageWorks overpays any person entitled to benefits under the Plan or pays benefits to any person who is not entitled to them, WageWorks shall take all reasonable steps to recover the overpayment, except that WageWorks shall not be required to initiate court proceedings to recover an overpayment. WageWorks shall promptly notify the Employer if it is unsuccessful in recovering any overpayment. Additionally, any overpayment occurring as a result of an ineligible Card Transaction will be handled in accordance with the provisions set forth in the Card Services Appendix (attached hereto).
- E. WageWorks will optically scan and maintain electronic copies of all Plan reimbursement Requests and supporting documentation for a period of seven (7) years after the claim is processed. Copies of claim documents can be reproduced upon written request at WageWorks' currently prevailing rate. Any record attributable to Card Transactions will be made available by WageWorks only to the extent made available to WageWorks by any Card Processor or other Card service provider.

Section III. Liability and Indemnity

- A. In performing its obligations under this Agreement, WageWorks neither assumes nor underwrites any liability of the Employer under the Plan, but with respect to the Employer, acts only as provider of those services specifically described in Section II.B. of this Agreement and with respect to Plan Participants, acts only as the agent of the Employer. The services to be performed by WageWorks shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices, and procedures made or established by the Employer. WageWorks shall have no discretionary authority or discretionary control over any assets of the Employer, the Plan, or Plan Participants.
- B. WageWorks shall have no duty or obligation to defend any legal action or proceeding brought to recover a Request for Plan benefits. WageWorks shall, however, make available to the Employer and its counsel, such evidence relevant to such action or proceeding as WageWorks may have as a result of its processing of the contested benefit determination.
- C. Except as otherwise explicitly provided in this Agreement, the Employer shall retain the liability for all Plan benefit Requests and all expenses incident to the Plan and for any and all violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), if applicable, and agrees to indemnify WageWorks for and hold it, its directors, officers, and employees, harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which WageWorks may become liable. This indemnity shall survive the termination of this Agreement.
- D. WageWorks shall use ordinary and reasonable care in the performance of its duties, but shall not be liable to the Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of WageWorks, its officers or employees.
- E. WageWorks shall have no duty or obligation with respect to Requests incurred prior to the Effective Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Reimbursement Requests") and/or Plan Administrator (or other) services arising prior to the Effective Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Administration"). The Employer specifically acknowledge(s) and agree(s) that: (i) WageWorks has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (ii) the Employer will be responsible for processing Prior Reimbursement Requests (including any Run-Off Requests or grace period Requests submitted after the Effective Date of this Agreement) and maintaining legally



required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements and (iii) the Employer agrees to indemnify and hold WageWorks harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

- F. Except as otherwise provided in the HIPAA Business Associate Agreement (Exhibit A), the Employer agrees that WageWorks may communicate confidential, protected, privileged or otherwise sensitive information to Employer through the Named Contact (as designated on the applicable plan document request form or as subsequently updated by the Employer and maintained on file by WageWorks) and specifically agrees to indemnify WageWorks and hold it harmless: i) for any such communications directed to the Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and ii) from any claim for the improper use or disclosure of any health information by WageWorks where such information is used or disclosed in a manner consistent with its duties and responsibilities under this Agreement.
- G. IN NO EVENT SHALL EMPLOYER OR WAGeworks BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). IN ADDITION, WAGeworks SHALL ONLY BE LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES IN AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.
- H. Each party shall indemnify, defend and hold harmless the other party and its officers, directors, shareholders, employees and agents ("Indemnified Parties") from and against claims and proceedings for actual damages or losses (including legal fees and expenses) arising out of any actual or alleged (i) breach by such party of its obligations hereunder (ii) negligence or willful misconduct of such party or its employees, officers or agents (iii) the failure of such party to comply with applicable law (iv) any claims in which one party is named or joined with the other party when such party has not engaged in any wrongful acts or (v) with respect to Employer, it shall indemnify and hold harmless WageWorks' Indemnified Parties for any act or omission taken by WageWorks pursuant to Employer's instructions. The indemnifying party shall assume and have sole control of the defense of such claim; provided, however, that neither party may settle any claim without the prior written consent of the other party if such settlement exposes the other party to any liability. Notwithstanding the foregoing Employer acknowledges and agrees that WageWorks is not responsible for any negligence or willful misconduct of any Aflac agent arising out of or related to this Agreement and the services being provided hereunder.

Section IV. Reimbursement Request Processing Service Fee

- A. The Employer shall pay WageWorks a fee for services performed under this Agreement (the "Service Fee"). Service Fees are based on a number of factors and are set forth on the Fee Schedule, attached hereto as Appendix C, which shall be part of and incorporated into this Agreement. Failure to pay any applicable monthly Service Fee by the next monthly Request processing cycle shall result in a cessation of Request processing services until such fees are received by WageWorks. If Request processing services are pended for an entire monthly processing cycle, WageWorks may terminate this Agreement in accordance with Section VI.
- B. WageWorks agrees not to raise the fees in Appendix C for a period of 3 years from the effective Date. WageWorks may revise the Service Fee for services performed under this Agreement effective beginning on the third Anniversary Date (as defined in Section V) of this Agreement by giving the Employer written notice of the revised rate at least thirty (30) days prior to the applicable Anniversary Date.
- C. Notwithstanding any other agreement between the parties (and/or their agents), WageWorks may revise the Service Fee set forth above at any time if revision is deemed necessary by WageWorks by reason of: (i) modification or amendment of the Plan by the Employer; or (ii) a significant suspension, limitation, modification or revocation of the benefits made available to Participants under the Flexible Benefit Plan. WageWorks shall advise the Employer of the revised Service Fee at least thirty (30) days prior to its implementation. If the Employer does not terminate this Agreement (by written notification pursuant to Section VI.A.(3)) within thirty (30) days after the receipt of a notice of such revision, the Employer shall be deemed to have agreed to such revision for the remainder of the Term of the Agreement. Thereafter, the Service Fee on and after the implementation date shall be made on the basis of such revised Service Fee.
- D. WageWorks may revise the Service Fee set forth above at any time if any change in law or regulations imposes on WageWorks greater duties or obligations than contemplated by the Agreement in force at the time of such change.



Section V. Term of Agreement

The initial term of this Agreement shall commence on the later of the (i) Effective Date or (ii) the first day of the Initial Plan Year and shall end on the last day of the Initial Plan Year (the "Initial Term"); thereafter, this Agreement will automatically renew for successive periods of twelve (12) months each, a "Term" from the first day of the Initial Plan Year (the "Anniversary Date") unless, at least thirty (30) days prior to the end of the then current Term (the "Renewal Date"), the Employer or WageWorks gives written notice to the other of its intention not to renew the Agreement. In the event of a short Plan Year (other than the first Initial Plan Year) this Agreement shall automatically renew for an additional twelve (12) months unless the Employer or WageWorks gives written notice to the other of its intention not to renew the Agreement within thirty (30) days after the Employer notifies WageWorks of the short Plan Year.

Section VI. Termination of Agreement

- A. This Agreement shall terminate upon the earliest of the following dates:
- 1) The end of a Term (including the Initial Term) of the Agreement following the delivery of written notice of termination pursuant to Section V.
 - 2) At the option of WageWorks, the date upon which the Employer fails to transfer sufficient funds to WageWorks (upon request by WageWorks): (i) to pay all valid Requests pending under the Plan (as provided in Section II.A.); or (ii) to pay the Service Fee (as provided in Section IV.A. and Appendix C). WageWorks shall promptly communicate its election of this option to the Employer.
 - 3) Upon the implementation date for a proposed Service Fee increase deemed to be unacceptable by the Employer (after delivery of written notice of termination by the Employer) pursuant to Section IV.C.
 - 4) At the option of WageWorks, upon suspension, limitation, modification or revocation of the benefits made available to Participants under the reimbursement Plan or the Flexible Benefit Plan (as determined by WageWorks in its sole discretion), WageWorks shall immediately communicate its election of this option to the Employer.
 - 5) Any other date mutually agreeable to the Employer and WageWorks.
- B. Upon termination of this Agreement, WageWorks shall cease the processing of all Requests then in its possession, return any undistributed funds to the Employer, and make all records relating to Requests in process reasonably available to the Employer. If the termination occurs pursuant to VI.A.(1). (above), WageWorks shall process all Run-Off Requests provided any Service Fee(s) is current. Thereafter, the Employer and/or Plan Administrator shall be responsible for all aspects of reimbursement Request processing and Plan administration.

Section VII. Miscellaneous

- (1) **Notices**. Any notice required to be given hereunder to WageWorks shall be sufficient if in writing and delivered personally, or by telefax to a number specified by WageWorks upon the Employer's request, or by prepaid first class mail to WageWorks 1100 Park Place, 4th Floor, San Mateo, CA 94403, or if to the Employer, at the address of the Employer denoted on the signature page attached hereto, or as subsequently updated by Employer and maintained on file by WageWorks.
- (2) **Applicable Law**. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of California, to the extent they are not preempted by ERISA, the Code, or any other federal law.
- (3) **Legal and Tax Status**. The Employer acknowledges that neither WageWorks nor its agents are providing legal or tax advice, and that neither WageWorks nor its agents serves as the Plan Administrator or a fiduciary under the Plan. The Employer shall be the sole party responsible for determining the legal and tax status of the Plan under applicable law. WageWorks shall have no power or authority to waive, alter, breach, or modify any terms or conditions of the Plan.
- (4) **Assignment**. This Agreement may be assigned by WageWorks to any other party, including any successor to the business of WageWorks by merger, consolidation, purchase of assets, or otherwise, without the prior consent of the Employer. This Agreement shall be binding upon any corporation into which the Employer may be merged or with which it may be consolidated, or any corporation succeeding to all or substantially all of the business of the Employer.
- (5) **Entire Contract**. This Agreement constitutes the entire contract between the parties and no modification or amendment hereto shall be valid unless in writing and signed by an officer of the Employer and an Officer or duly authorized representative of WageWorks.
- (6) **Tax Reporting and Withholdings**. The Employer has ultimate control over the payment of Plan benefits and shall be the sole party responsible for income and employment tax reporting and withholding obligations imposed as a result of any such payments being included in the gross income of recipients. WageWorks is a mere agent of the Employer for the processing of Benefit Requests.
- (7) **Confidential Information**. The term "Confidential Information" as used in this Agreement means confidential or proprietary information of any party that is not generally known to the public, including, but not limited to compilations, lists of actual or potential customers or suppliers, hardware systems, software, or other documentation of any type, whether in printed or machine readable form, computer databases, forms and form letters, contracts, information



regarding specific transactions, and marketing and business plans. For the purposes of this subsection, Confidential Information shall not include the personally identifiable information relating to any of Employer's employees.

The term "Trade Secrets" as used in this Agreement shall mean Confidential Information that: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The terms "Confidential Information" and "Trade Secrets" do not include information that: (a) is known to the receiving party prior to its disclosure by the disclosing party, evidenced by the receiving party's written records; (b) is developed by the receiving party independently of any of the Confidential Information or Trade Secrets received in confidence from disclosing party, evidenced by the receiving party's written records; (c) is rightfully received by the receiving party from a third party without restriction and without breach of any obligation of confidentiality running to the disclosing party.

Each party agrees that it shall not disclose to others or use for any purpose other than performance of the Agreement any of the other party's Confidential Information or Trade Secrets any time during or after the term of this Agreement. Each party further agrees that it will disclose Confidential Information or Trade Secrets to its employees only as necessary for the performance of the Agreement, and only to employees with a need to know. Each party to this Agreement agrees that all Confidential Information and Trade Secrets are the property of the party disclosing it, and each agrees to promptly return to the disclosing party, upon demand, any Confidential Information or Trade Secrets furnished under this Agreement which is either received in or reduced to material form, and all copies thereof. The Employer agrees that WageWorks may make lawful references to Employer in its marketing activities.

- (8) Individual Information. Each party acknowledges that performance of the Agreement may involve the use and disclosure of personal information relating to the Employer's employees (including but not limited to names, addresses, benefit elections, claims and health information). WageWorks agrees that it will not use any such information disclosed to it by Employer except as authorized by the individual to whom the information relates or as otherwise permitted by applicable state or federal law or regulation. Employer agrees that it will not use any such information disclosed to it by WageWorks except for the purpose for which it received the information and will not further disclose such information without the written authorization of the individual to whom the information relates. This provision is not intended to create any third party beneficiary rights (in favor of Employer's employees or any other party).
- (9) Massachusetts Data Security Regulations (201 CMR 17.00 et seq). WageWorks certifies that it has in place and shall maintain during the term of the Agreement, a written comprehensive security program that is in compliance with the provisions of 201 CMR 17.00 et seq. (the "Regulations"). WageWorks has implemented and will maintain during the term of this Agreement appropriate technical, organizational and security measures and practices that are intended, in accordance with the Regulations, to (a) ensure the security and confidentiality of "Personal Information," as that term is defined in the Regulations, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Personal Information, and (c) protect against unauthorized access, use, modification, disclosure or destruction of Personal Information. WageWorks shall, in addition: (x) promptly report to Employer any misappropriation, or unauthorized use or disclosure, of any Personal Information that violates the terms of this Agreement, (y) mitigate, to the extent practicable, any harmful effects of such violation that is known to Employer or its agents or subcontractors (if any), and (z) cooperate with Employer in meeting any notification responsibilities required by the Regulations.
- (10) Subcontractors. WageWorks utilizes subcontractors to perform certain services in connection with this Agreement. WageWorks shall be liable for the acts or omissions of its subcontractors.
- (11) Capitalized Terms shall have the same meaning as in the Plan documents unless otherwise defined herein.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.



IN WITNESS WHEREOF,

Employer acknowledges and agrees to all the terms included herein and in Exhibit A as of June 8, 2012 ("Effective Date") for the Plan Year beginning July 1, 2012 ("Initial Plan Year").

Employer sponsors the following flex benefits:

Medical Care Expense Reimbursement (URM) Dependent Day Care (DDC) Commuter Parking & Transit (CSA)

Employer elects Payment Card Services and agrees to the terms in Appendix E: Yes No

Employer elects URM Grace Period services and agrees to the terms in Appendix F: Yes No

Employer elects DDC Grace Period services and agrees to the terms in Appendix F: Yes No

Public Sector Employer: Yes No

Note: Public Sector Employers include schools, governmental entities and other employers where electronic access to an employer's bank account by an unrelated third party service provider is not permitted by law.

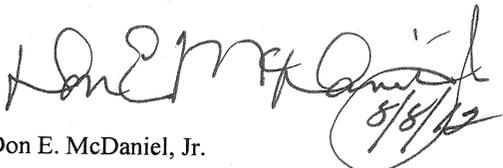
Employer elects the Funding Method checked below and agrees to the respective terms in Appendix D:

1-Daily ACH Debit 2-Client Bank Settlement 3-Daily ACH Credit 4-Fast Forward 5-Self Pay

Employer ACH DEBIT Payment Information	
	Benefit Funding For Funding Methods 1, 2 or 4 above Not needed for Public Sector Fast Forward
Name of Bank:	JP Morgan Chase Bank
Address of Bank:	PO Box 659754, San Antonio, TX, 659754
Demand Deposit Account Number:	886951821
ABA Routing Number (9 digits):	122100024
Finance Contact Name:	Joseph T. Heatherly
Title:	Gila County Finance Director
Telephone:	(928) 402-8743
Email:	jheatherly@co.gila.az.us



WageWorks ACH CREDIT Payment Information	
	Benefit Funding For Funding Method 3 above
WageWorks Wire Transfer Account Information Name of Bank:	UMB Bank 928 Grand Boulevard Kansas City, MO 64106
WageWorks Demand Deposit Account Number:	9871250997
ABA Routing Number:	101000695
WageWorks Contact:	Treasury.KC@WageWorks.com
FEIN:	20-6003019
If employer pays with check to lockbox via US Postal	WageWorks, Inc. P.O. Box 870725 Kansas City, MO 64187-0725
If employer pays with check to lockbox via FEDEX/UPS	WageWorks, Inc. 4200 West 115 th Street, 3 rd Floor Leawood, KS 66211

Name (signature): 

Name (print): Don E. McDaniel, Jr.

Title: Gila County Manager

Company: Gila County

Federal ID: 86-6000444

AFLAC Client ID: 200923055



Appendix A
Schedule of Services to Be Provided By WageWorks

In accordance with attached Reimbursement Services Agreement WageWorks shall provide the following services for the Employer:

General Plan Services:

- provide the Employer with a sample cafeteria plan document, including a medical care expense reimbursement ("URM") Plan and a dependent care expense reimbursement ("DDC") Plan to be reviewed by the Employer and its legal counsel; and
- provide the Employer with a sample flexible benefits summary plan description for distribution to each Plan Participant and employees and where may be required by a Change in Status; and

Additional Services if DDC, URM or Commuter Benefits Are Offered:

- assist the Employer in explaining the URM and/or DDC features of the cafeteria plan to employees and Commuter benefits to employees; and
- process the Employee-executed Salary Redirection Agreements as they relate to the URM and DDC components of the Employer's flexible spending account and an employee's Commuter account; and
- provide enrollment confirmation information to Participants which directs them to the website to verify their URM, DDC and/or Commuter elections; and
- provide each URM, DDC and/or Commuter Participant with access to the website to verify elections, view account balances and payments, learn about eligible expense, get information about filing claims, etc.
- upon receiving instructions from the Employer on a Change in Status, WageWorks will make the change requested by the Employer; and
- provide each URM, DDC and/or Commuter Participant with a "check stub" account balance statement with each reimbursement Request check issued, and
- make available via the website a current statement of year to date activity downloadable in PDF form; and
- provide each participant with an annual account balance statement (60-day written communication), if 60 days prior to the plan year end there is any remaining balance in the URM and/or DDC; and
- provide the Employer with website access to standard employer-level reports, including transactional summaries and monthly reports on Account activities; and
- receive Requests for URM, DDC and/or Commuter benefits, and expeditiously review such Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125, 129 and 132(f) of the Internal Revenue Code ("Code"), to determine what amount, if any, is due and payable with respect thereto; and
- disburse the benefit payments it determines to be due (subject to the availability of funds which is the responsibility of the Employer) in accordance with the provisions of the Plan and the following procedures:
 - valid reimbursement for URM and/or DDC benefits shall be paid by WageWorks not later than two (2) business days following the approval of each Request by mailing a check directly to the Participants at their addresses (unless otherwise requested by the Employer as allowed by the terms of the Plan) or by initiating a direct deposit transfer directly to the Participants in their respective bank accounts in the appropriate amount(s); and
 - if the amount of the (otherwise) reimbursable DDC Request exceeds the amount the Participant had withheld for DDC benefits, the excess shall be carried forward (within the same Plan Year) and treated as an Eligible Employment-Related Expense for that month; and
 - if the amount of URM Requests exceeds the amount the Participant has had withheld from URM benefits, the entire amount shall be processed to the extent of the Participant's annual election reduced by previous reimbursements made for expenses during the Plan Year (provided the Employer makes available sufficient funds for WageWorks to satisfy the Request); and
 - unless otherwise specified in writing by the Employer, Requests for URM benefits following a Change in Status impacting the URM election shall be processed using a "blended period of coverage approach" (i.e., the maximum URM benefit for a period of coverage following a Change in Status will be limited to the lesser of: (a) the annual URM maximum set forth in the Plan document less any benefit payments made prior to the Change in Status; and (b) the sum of the Participant's URM account balance immediately before the Change in Status and any additional contributions made during the remaining period of coverage); and



- notify claimants as to any Requests which are denied because of inadequate Request substantiation or improper Request form submission, and give affected claimants the opportunity to resubmit their Requests; and
- provide to the claimant within five (5) business days following receipt of a Request, written notification as to the disposition of the Request; and
- Claim Appeals. Although WageWorks will process Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125, 129 and 132(f) of the Code, and will further conduct Request review and appeal procedures in a non-discretionary manner, the Employer shall have the ultimate right and responsibility to review contested Request appeals. Any departure specifically requested by the Employer in writing will be implemented by WageWorks, but if WageWorks objects to the departure as inconsistent with the requirements of the Code and WageWorks standard guidelines, implementation will be at the expense and risk of the Employer.



Appendix B
Nondiscrimination Testing Services and Form 5500 Preparation Services
[Provided Upon Annual Request]

Nondiscrimination Testing:

The Employer, upon submission of an annual Non-discrimination Testing Questionnaire, authorizes WageWorks to compile nondiscrimination testing percentages based upon the employee census data provided. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provisions of, or reliance upon such testing percentages. In addition, the Employer understands and agrees that:

- WageWorks is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by WageWorks to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears a sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- The testing percentages provided by WageWorks are merely an indicator of compliance with three of the applicable nondiscrimination tests – the Cafeteria Plan 25% Key Employee Concentration Test, the Dependent Care 5% Shareholder Test, and the Dependent Care 55% Average Benefits Test. The Employer must also ensure compliance with the Eligibility Test and Contributions and Benefits Test applicable to the Cafeteria Plan, the URM, and the DDC Plan, as well as other tests that may apply to the benefits offered through the Cafeteria Plan. To ensure compliance with applicable provisions of the Internal Revenue Code, additional nondiscrimination testing and result verification must be undertaken by the Employer with the assistance of its tax or legal counsel.
- Discrimination testing should be conducted at least 180 days prior to the end of the Plan Year to which the data relates to ensure adequate time to make any required corrections.. WageWorks will assist with discrimination testing no less frequently than once per year and no more frequently than once every ninety (90) days.

Form 5500 Preparation:

Only employers with more than 100 participating employees at the beginning of the plan year are required to file Form 5500.

The employer, upon submission of an annual request for form 5500 Assistance Plan Sponsor and Cafeteria Plan Information Data Sheet, authorizes WageWorks to prepare a "signature-ready" Form 5500 and applicable schedules based upon the information provided regarding the Employer and its cafeteria plan. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provisions of, or reliance upon such "signature-ready" forms. In addition, the Employer understands and agrees that:

- WageWorks is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by WageWorks to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears a sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- Providing WageWorks with the information needed to complete the Form 5500 does not constitute an actual filing with the Internal Revenue Service. The timely submission of the appropriate forms remains the responsibility of the Employer.
- If WageWorks has been asked to prepare sample Form 5500s after the filing deadline has passed, the Employer agrees to hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising from as a result of late filing.



**Appendix C
Fee Schedule**

In accordance with the attached Reimbursement Services Agreement, the services provided pursuant to this Agreement are subject to the Service Fee described in this Fee Schedule. To the extent this Appendix conflicts with the Agreement, the Agreement shall control.

1. **Service Fee.** The Service Fee for services provided under this agreement will be paid by Employer's Aflac agent.



**Appendix D
Funding Options Schedule**

Method 1 – Daily ACH Debit

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a daily basis, Employer will reimburse WageWorks for benefits paid on the previous day by allowing an ACH debit on Employer bank account. Employer's bank account may include a zero balance feature, although this is not required.
- b. WageWorks will notify the Employer by email with the amount of the daily reimbursement made by WageWorks through ACH Debit. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit.
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds from its general assets available an Employer owned account for amounts allocable to eligible reimbursement benefits under its Plan [Note: the Account should not be opened in the Plan's or WageWorks' name]
- b. Grant WageWorks the authority to initiate ACH debits on the Employer owned account sufficient to replenish the Account daily for benefits paid from the Account.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Ensure that any filters, debit blocks, or similar financial restrictions on the Account are removed or modified in such a way as to ensure the successful drafts or electronic transfers for remittance of eligible reimbursement benefits under the Employer's plan
- e. Bear sole responsibility for any fees imposed with respect to Employer owned account
- f. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- g. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 2 – Client Bank Settlement

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from an Employer-owned and named account (the "Account") in a financial institution selected by the Employer and agreed upon by WageWorks. The Account will include a zero balance feature and benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. WageWorks shall not be responsible for any delay in remitting such funds for benefits to the extent that such delay is the result of Employer's delay in making sufficient funds available in the Account
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit
- d. Transactions on the Flex debit card and direct deposit will settle directly from the Account by WageWorks initiating daily ACH debits on the Account. All checks will settle directly from Account which is owned by the Employer.
- e. This funding option does not include the Positive Pay Security Feature.

2. Employer Obligations

The Employer shall:

- a. Make sufficient funds from its general assets available in the Account to pay eligible reimbursement benefits under its Plan [Note: the Account should not be opened in the Plan's or WageWorks' name]
- b. Grant WageWorks withdrawal authority over the Account sufficient to enable it to pay benefits under the Employer's Plan in order to:
 - i. draw benefit checks directly on the employer owned Account
 - ii. electronically transfer benefit payments from the employer owned Account
 - iii. electronically access Account Information
 - iv. execute the financial institution's standard Deposit/Account Agreement on the Employer's behalf (subject to the terms and conditions set forth herein and as WageWorks may otherwise establish)
- c. Provide WageWorks with the name, address and contact person at the financial institution associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- e. Upon request by WageWorks, provide copies of all deposit verification receipts, Account statements, and other correspondence from the financial institution
- f. Bear sole responsibility for any fees imposed with respect to the Account by the financial institution, including but not limited to: Account maintenance fees, insufficient funds fees, fees with respect to voided or stopped checks, etc. unless such fees are solely the result of administrative error by WageWorks
- g. Ensure that any filters, debit blocks, or similar financial restrictions on the Account are removed or modified in such a way as to ensure the successful remittance of eligible reimbursement benefits under the Employer's plan
- h. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- i. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 3 – Daily ACH Credit

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a daily basis, Employer will reimburse WageWorks for benefits paid on the previous day by wiring funds to WageWorks via ACH credit.
- b. WageWorks will notify the Employer by email with the amount of the daily reimbursement that the Employer must wire to WageWorks. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account representative. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements.
- c. Payment features for participants: Flex debit card, check, direct deposit.
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan
- b. Each day, the Employer will wire funds to WageWorks by Initiating ACH credits from an Employer owned account sufficient to replenish the Account for benefits paid by from the Account.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes.
- d. Bear sole responsibility for any fees imposed with respect to Employer owned account.
- e. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- f. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 4 – Fast Forward

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a semi-monthly basis, Employer will provide participant payroll deductions to WageWorks
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a) Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its plan:
 - 1) Public Sector** Employers: Wire or remit via check the entire FSA deduction amounts every pay period to WageWorks to be maintained by WageWorks in a WageWorks owned account (the "Account") to facilitate the timely processing of Requests under the Plan; or,
 - 2) Private Employers: In compliance with ERISA regulations, twice monthly, employers shall Grant WageWorks the authority to initiate ACH debits on an Employer owned account sufficient to remit 1/24th of their annual aggregate participant elections to be maintained by WageWorks in a WageWorks owned account (the "Account") to facilitate the timely processing of Requests under the Plan.
- b) Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- c) Bear sole responsibility for any fees imposed with respect to Employer owned account
- d) For Private Employers only, if, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- e) WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.

** Public Sector Employers include schools, governmental entities and other employers where FSA payroll deductions would NOT be considered plan assets by the DOL under ERISA rules.



**Appendix D
Funding Options Schedule**

Method 5 – Self Pay

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from an Employer owned account ("the Account") with funds provided from the general assets of the Employer. On a weekly basis, Employer will remit payments directly to participants.
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days
- c. Payment features for participants: Checks only (written by employer). No flex debit card or direct deposit.
- d. This funding option does not include the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan.
- b. Review WageWorks' reimbursement determinations and issue reimbursement checks from its general assets (the "Account") within seven days of the receipt thereof for those Requests which are reimbursable pursuant to the terms of its Plan.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Upon request by WageWorks, provide proof of all timely benefit check disbursements, Account statements, check register, and other correspondence from the financial institution.
- e. Bear sole responsibility for any fees imposed with respect to the Account by the financial institution, including but not limited to: Account maintenance fees, insufficient funds fees, fees with respect to voided and stopped checks, etc



Appendix E Payment Card Services

The following additional provisions shall apply with respect to Payment Card Services for Commuter benefits, FSAs and the issuance of WageWorks debit cards to Participants. The term, "Card," shall mean a WageWorks' debit card issued to a Participant.

1. Unless otherwise directed by you in writing, each employee that enrolls in the Plan will receive a debit card and be allowed to order additional cards for their spouse and/or dependents. Cards will be accompanied by and subject to a cardholder agreement between our issuing bank and the cardholder. There is no charge (to you, your employees or their dependents) for the debit cards.
2. WageWorks shall be responsible to provide administrative services to Participants, including updating Participants' records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participants' inquiries and providing appropriate notices of actions taken.
3. Payment of Card transactions shall be withdrawn against the applicable Participant's Account and shall be reimbursed by the Employer based on the benefit claims funding method chosen by the Employer.
4. WageWorks agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card transactions asserted by Participants.
5. WageWorks agrees to cancel, as soon as is administratively practicable, access to a Participant's Card when a Card is reported as being lost or stolen.
6. The debit card may only be used for the payment of qualified expenses and (as required by the IRS) all transactions are subject to review. Some transactions will be reviewed and adjudicated automatically. For example, (if we have your health plan co-pays in our system) transactions at a doctor's office that are equal to the employee's medical co-pay will be automatically adjudicated, and no further verification will be required. Also, at "certified" drugstores, grocers, and superstores, the debit card separates purchases into flex-eligible and ineligible items and only pays for qualified healthcare items. This eliminates the inconvenience of requesting receipts (for further verification) when employees use the card at 40,000 "certified retail" locations. The employee will be directed to supply receipts for all remaining transactions that were not adjudicated automatically. This requirement applies to payments from FSA and HRA accounts.
7. WageWorks agrees, upon notice from Employer of termination or ineligibility of a Participant to, as soon as is administratively practicable, to deactivate such Participant's Card. If Employer fails to provide this notice in a timely manner causing payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
8. At the time of each employee's enrollment in the Plan and in the cardholder agreement, the employee agrees to reimburse you for the amount of any card transaction that was not for a qualified expense. For transactions determined to be for non-qualified expenses ("NQE"), the employee will automatically be notified of the amount due on the employee website. The amount due can be repaid at the employee web site. If the any portion of an amount due still remains outstanding, we will offset the amount due against future claim reimbursements under the Plan. If the employee does not repay any remaining amount due, you may, to the extent allowed by applicable law, withhold the amount at issue from the employee's pay or may bill the employee. However, you are responsible for determining whether applicable law will permit you to withhold such amounts and should consult legal counsel concerning such withholding. You must also take action to ensure that further violations do not occur, including denial of access to the card. In the event the amount cannot be collected from the employee, you should include the amount due as income on the employee's W-2 form for the year in which you have exhausted collection efforts and have determined the amount to be uncollectible. This requirement applies to payments from FSA and HRA accounts.
9. Employer acknowledges that any and all data or information necessary to provide a Card will reside on servers owned by or operated on behalf of WageWorks' service providers. Employer hereby grants to WageWorks and its service providers the right to receive process and perform services with all information and data that is submitted to WageWorks in order for WageWorks to provide Cards. Employer further grants to WageWorks and its service providers the right to derive and use aggregate and statistical data from such information and data.
10. Employer hereby grants to WageWorks and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card programs, in the forms and formats approved by Employer on (i) Cards; (ii) periodic statements; and (iii) other communications to Plan Participants with respect to the accounts. Employer agrees that the name of the financial institution which issues the Cards, a web site Uniform Resource Locator, and a customer service phone number will be printed on all Cards.



11. Employer agrees to notify WageWorks immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.
12. As provided in this Appendix, Employer has authorized and instructed WageWorks to implement its standard administrative procedures to provide services in accordance with this Appendix and the Agreement. Such standard administrative procedures may be different for one or more Card transactions or groups or categories of Card transactions, as determined solely by WageWorks.



Appendix F Grace Period Services

WageWorks will perform grace period administrative services in accordance with the following terms with regard to reimbursement requests received on or after the later of the effective date of the grace period as identified or the date this Agreement is received by WageWorks.

The grace period will begin on the first day of the Plan Year following the Plan Year to which it relates and will end two (2) months and fifteen (15) days later. For example, if the Plan Year ends December 31st, the grace period begins January 1st and ends March 15th.

Eligible Medical Expenses and/or Eligible Employment-Related Expenses incurred during the grace period (as noted above) and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year.

Expenses incurred during the grace period (as noted above) must be submitted before the end of the Run-off Period. This is the same Run-off Period for expenses incurred during the Plan Year to which the grace period relates.

The Employer will not amend/change their Run-off Period without first notifying WageWorks at least one (1) month prior to the existing Run-off Period and that an amendment to the plan's existing Run-off Period may result in additional service fees. WageWorks will continue to assume that your current Run-off Period still applies unless notified otherwise prior to the end of the Run-off Period. If your current Run-off Period does not extend past the grace period, WageWorks will assume that there is no Run-off Period for grace period expenses. Failure to timely notify WageWorks of any changes in the Run-off Period may result in an increase in the service fees as set forth in Section IV of the RSA.

Any unused amounts that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period (as noted above) relates or during the grace period will be forfeited to the employer if not submitted for reimbursement before the end of the Run-off Period.



Exhibit A
HIPAA
BUSINESS ASSOCIATE AGREEMENT

THIS APPENDIX, effective upon the execution of the Reimbursement Services Agreement attached hereto, by and between WageWorks, Inc. (WageWorks) and the Gila County MEDICAL CARE
REIMBURSEMENT PLAN (the "URM Plan") is adopted by the Gila County (the
"Employer") on behalf of the URM Plan and is incorporated into and made part of the Reimbursement Services Agreement)
("Agreement") between WageWorks and the Employer. This Exhibit A is intended to comply with the business associate agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("ARRA"), (collectively "HIPAA").

WageWorks recognizes that in the performance of services for the URM Plan under the Agreement it will have access to, create, and/or receive from the URM Plan or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 1640.103, limited to the information created or received from the URM Plan or on its behalf by WageWorks. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein, shall have the same meaning as those terms are defined under HIPAA.

SECTION 1. WAGeworks RESPONSIBILITIES

- 1.1 WageWorks may use or disclose PHI, provided that such use or disclosure of PHI would not violate HIPAA, as follows: (a) as permitted or required in this Exhibit A and in the Agreement; (b) as Required by law in accordance with 45 CFR § 164.512; (c) for the proper management and administration of WageWorks; (d) to fulfill any present or future legal responsibilities; (e) for Data Aggregation services to the URM Plan (as defined in 45 CFR § 164.501; or (f) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR § 164.514.
- 1.2 WageWorks agrees to implement commercially reasonable and appropriate safeguards to prevent the use and disclosure of PHI other than as provided for by this Exhibit A.
- 1.3 WageWorks agrees to implement commercially reasonable administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the URM Plan.
- 1.4 WageWorks agrees to report to the URM Plan any successful Security Incident that is material or any use or disclosure of PHI of which it becomes aware that is not provided for by this Exhibit A or in the Agreement.
- 1.5 WageWorks agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to similar restrictions and conditions that apply through this Exhibit A to WageWorks with respect to such information.
- 1.6 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to provide access to PHI it holds in a Designated Record Set (as defined in 45 CFR § 164.501), to the URM Plan, or as directed by the URM Plan, to an Individual in order to meet the requirements under 45 CFR § 164.524. WageWorks shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 CFR § 164.524. WageWorks assumes no obligation to coordinate the provision of PHI maintained by other business associates of the URM Plan.
- 1.7 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to make any amendment(s) to PHI it holds in a Designated Record Set that the URM Plan directs or agrees to pursuant to 45 CFR § 164.526 at the request of the URM Plan or an Individual.
- 1.8 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by WageWorks on behalf of the URM Plan available to the Secretary (as defined in 45 CFR § 160.103), for purposes of the Secretary determining the URM Plan's compliance with the Privacy and Security Rules.
- 1.9 WageWorks agrees to document such disclosures of PHI and information related to such disclosures of PHI and information related to such disclosures as would be required for the URM Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.



- 1.10 WageWorks agrees to provide to URM Plan or an Individual, in the time and manner designated by URM Plan, information collected in accordance with 1.09 to permit the URM Plan to respond to an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.11 Except as provided for herein, or as required by law, upon termination of the Agreement, WageWorks agrees to return to the URM Plan or destroy PHI and retain no copies in any form, if feasible. In the event WageWorks determines that returning or destroying the PHI is infeasible, WageWorks agrees to extend the protections, limitations and restrictions of this Exhibit A to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as WageWorks maintains such PHI. Both parties agree that this Section 1.11 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as WageWorks or any of WageWorks' employees, subcontractors, or agents remain in possession of any PHI, and shall expire thereafter.

SECTION 2. PLAN AND EMPLOYER RESPONSIBILITIES

- 2.1 Employer acting as the Plan Sponsor agrees to comply with the administrative requirements set forth in 45 CFR §§ 164.530 and 164.504(f), including but not limited to amending the URM Plan to restrict uses and disclosures of PHI.
- 2.2 The Employer acknowledges and agrees that WageWorks shall only disclose PHI in its possession to the Named Contact as designated (and through the modes specified) in Section III.F of the Agreement. The employees who are identified on the applicable plan document request form (and in the Plan documents) shall be the Designated Persons in accordance with 45 CFR § 164.504(f), and disclosures to such persons by WageWorks are solely for purposes of carrying out plan administration functions that the Employer performs for the URM Plan.
- 2.3 Employer shall timely notify WageWorks in writing of any changes to the names or positions of employees listed in subsection 2.2 as Designated Persons. WageWorks shall have no duty to inquire whether the list of Designated Persons is accurate.
- 2.4 Employer acknowledges and agrees that under the HIPAA Privacy Rules Designated Persons may only request the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. WageWorks shall have no duty to ensure that the amount of PHI requested by the Designated Persons is the minimum amount necessary.
- 2.5 WageWorks shall have no liability for uses or disclosures contemplated in the Agreement. Employer shall indemnify and hold harmless WageWorks (and its employees) for any and all liability WageWorks may incur as a result of any improper use or disclosure of PHI by the URM Plan, Employer or a Designated Person(s).
- 2.6 URM Plan shall not request WageWorks to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the URM Plan, except that WageWorks may use or disclose PHI as provided in Section 1.1.
- 2.7 URM Plan shall provide URM Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the URM Plan, and of the individual's rights and the URM Plan's responsibilities with respect to PHI as required in 45 CFR § 164.520. The URM Plan further agrees to forward a copy of such notice to WageWorks, as well as any changes to such notices.
- 2.8 URM Plan shall provide WageWorks with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect WageWorks' permitted or required uses or disclosures.
- 2.9 URM Plan shall not agree to any special privacy restrictions requested by an individual without WageWorks' written approval, including those provided for 45 CFR § 164.522.
- 2.10 Notwithstanding any other provision of this Agreement, WageWorks recognizes that the URM Plan may have other business associates and its sharing of PHI with such other business associates of the URM Plan will be reasonable and necessary to facilitate URM Plan administration. WageWorks agrees to disclose PHI in its possession to such other entities as directed by the URM Plan, provided that such other business associates agree to comply with the Privacy and Security Rules with respect to the use and disclosure of such PHI. The URM Plan shall be solely responsible for ensuring that it has entered into appropriate business associate agreements with its other business associates in accordance with 45 C.F.R. § 164.504(e).

SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing expressed or implied in this Exhibit A is intended to confer, nor shall anything herein confer, upon any person other than WageWorks, the URM Plan, the Employer, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.



- 3.2 This Exhibit A shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy and Security Rules, and any ambiguity in this Exhibit A shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy and Security Rules. Both parties agree that the provisions of this Exhibit A shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Exhibit A.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy and Security Rules, and other applicable laws relating to the security and confidentiality of PHI may require amendment to this Exhibit A. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit A. If either party disagrees with any such amendment, it shall so notify the other party in writing within 30 days of notice. If the parties are unable to agree on an amendment within 30 days thereafter, then any of the parties may terminate the Agreement in accordance with the termination section of the Agreement.
- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Exhibit A, the URM Plan shall afford WageWorks an opportunity to cure said breach upon mutually agreeable terms. Failure to cure within 30 days shall be immediate grounds for termination of the Agreement.
- 3.5 Section 1.11 shall survive the termination or expiration of the Agreement for the reasons stated therein. The other provisions of this Exhibit A shall survive the termination of the Agreement and remain in full force and effect thereafter for so long as WageWorks or any of its employees, agents or subcontractors remains in possession of PHI in accordance with Section 1.11 of this Exhibit A and shall expire thereafter.



WAGeworks, INC.

Associate Acknowledgement of Responsibility

Date: June 8, 2012

Fee payment is for FSA Service Fees

Associate Name: V Echols ✓

Writing Number: W5184

Phone Number: (480) 228-7708

Account Name: Gila County

Account Address: 1400 East Ash Street Globe , AZ

By completing, submitting and signing this form in the space provided below I acknowledge and agree that I am responsible for remitting all of the Monthly Fee for the above named Account during the term of the RSA directly to Aflac.

Associate Name (signature):

Associate Name (print):

Title:

Company:



ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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

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



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

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 062012

PORTABLE TOILET SUPPLY

THIS AGREEMENT, made and entered into this 15th day of August, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **DJ's Companies Inc.**, of the City of Globe, 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 portable toilets for the Gila County Recycling and Landfill Management Department, and the Public Works Consolidated Roads Department and Summer Temporary Workers (Constituent Services).

Russell Gulch Landfill

- Provide 2 toilets to be stationed on the ground
- 1 toilet located at the scale house and 1 toilet located in the waste work area on the hill
- Toilets will be serviced 1 time per week

Landfill Fee

- \$74.00 per month for toilet and service
- City of Globe waste water dump fee included

Consolidated Roads & Constituent Services

- Provide 2 portable toilets placed on County mobile trailer to be used for road crew workers and summer temporary constituent employees
- Provide service as needed upon County request.

Roads & Constituent Fee

- \$46.00 for service of portable toilets
- Fee includes the City of Globe waste water dump fee

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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 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.”

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: : The term of the agreement shall commence on **July 1, 2012**, and continue in full force and effect up through and including **June 30, 2013**, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement 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 agreement shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid pursuant to the fees in Article 1 of this agreement but in no event shall payment exceed \$3,110.00 without prior written approval from the County.

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 (Each location shall be invoiced separately)
- 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.

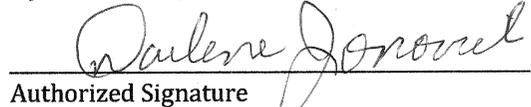
IN WITNESS WHEREOF, Service Agreement No. 062012 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/14/12

DJ'S COMPANIES INC.


Authorized Signature

Darlene Jonovich
Print Name

Date: 7/24/12

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney

**BUILDING USE AGREEMENT
BETWEEN
GILA COUNTY d/b/a GILA EMPLOYMENT SPECIAL TRAINING
AND
LIVING WATERS COMMUNITY CHURCH**

THIS AGREEMENT, made this 15th day of August, 2012, between Gila County d/b/a Gila Employment Special Training, State of Arizona, (User) and Living Waters Community Church, City of Globe, State of Arizona, (Owner).

Owner does hereby rent to User the following described premises:

1. PARTIES:

User: Gila County d/b/a GEST
1400 E. Ash Street
Globe, Arizona, 85501

Owner: Living Waters Community Church
125 E. Haskins
Globe, Arizona 85501

- 2. PREMISES:** The building located at 125 E. Haskins, Globe, Arizona. The premises shall not include any of the land surrounding the building including, but not limited to the parking areas. Overnight parking and/or storage of vehicles in the parking areas is prohibited.

User will be using the "Gathering Room" building to hold miscellaneous functions and events for its Gila Employment Special Training (GEST) program. The restroom facilities on the premises will also be available to the User.

The premises will be made available to the User as follows:

Monday and Tuesday from 7:00 am to 4:00 pm
(Not available the 1st Tuesday of each month from 7:00 am to 9:30 am)

Wednesday from 7:00 am to 4:00 pm
(Not available the 1st Wednesday of each month from 7:00 am to 12:30 pm)

Owner shall notify User 7 days in advance if the premises will not be available during the above stated times.

- 3. TERM:** The term of the agreement shall be for twelve (12) months from **June 1, 2012, to May 31, 2013**, with the option to renew for two (2) more one (1) year terms. Rent may be negotiated at the end of the use term if the option to renew is accepted.
- 4. RENT:** User shall pay a monthly rent of \$225.00. Rent is due on or before the first day of each month during the term of this Agreement. Rent shall be paid to the Owner at the address listed in item 1 above. Any increase or decrease in rent amount must be approved by both Parties through an amendment to the original agreement.

Invoice Submittal: Owner shall submit, at least 2 weeks prior to their due date, invoices to the Gila County Accounts Payable Department at 1400, E. Ash Street, Globe, Arizona, 85501.

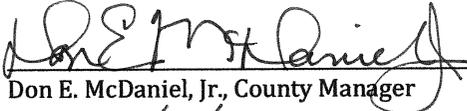
5. **FUNDING AVAILABILITY:** Owner acknowledges that User is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event public funds are unavailable and are not appropriated for the performance of the User's obligations under this contract, then this contract shall automatically expire without penalty to User after 30 day written notice to Owner of the unavailability and non-appropriation provisions for its convenience or to circumvent the requirements of this contract, by this contract, by only as an emergency fiscal measure.
6. **USER'S OBLIGATIONS:** During the Rental Agreement term, User agrees and promises:
- a. Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Owner or the Premises or the building of which they are a part.
 - b. To keep Premises in clean and as good repair as at the beginning of the Building Use Agreement term.
 - c. Not to do or permit any of the following: 1) Paint upon, attach, exhibit or display in or about the Premises any sign or placard. 2) Alter or redecorate the Premises. 3) Attach or affix anything to the exterior of the Premises.
7. **OWNER OBLIGATIONS:** Owner shall be responsible for utilities and building maintenance.
8. **INSURANCE:** User shall be liable at all times during the use agreement for liability insurance of \$50,000 minimum. A copy of the Users Certificate of Insurance shall be provided to the Owner for their records.
9. **INDEMNITY:** User agrees to defend, indemnify and hold harmless Owner from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part of the negligence or misconduct of User, except to the extent same are caused by the negligence or willful misconduct of Owner.
10. **GENERAL PROVISIONS:**
- 10.1 This building use agreement is subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated herein.
- 10.2 Notices. Notices shall be in writing and shall be given to the User and Owner at the addresses set forth hereunder or at such other address as a party may designate in writing. The date notice given shall be date on which the notice is delivered, if notice is given by personal delivery, or the date of the deposit in the mail or with express delivery service.
- | | |
|--|--|
| <i>Address for User:</i>
Gila County
Attn: Dave Fletcher
5515 S. Apache
Globe, Arizona, 85501 | <i>Address for Owner:</i>
Living Waters Community Church
Attn: Pastor John (Jay) Petty
125 E. Haskins
Globe, Arizona, 85501 |
|--|--|
- 10.3 Termination: Agreement shall terminate thirty (30) days after written notice is received by either party to the other.

10.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained in the Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and emerged into this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties.

10.5 Construction of Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

USER:

GILA COUNTY

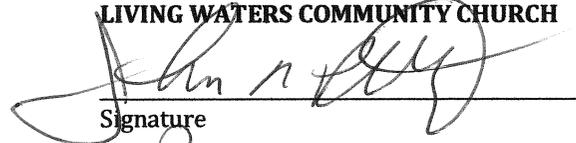


Don E. McDaniel, Jr., County Manager

Date: 8/19/12

OWNER:

LIVING WATERS COMMUNITY CHURCH



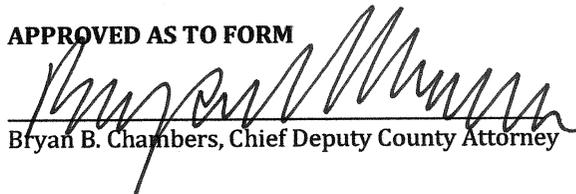
Signature

Pastor

Title

Date: 7-26-12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney

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



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

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 070912
ACOUSTICAL CEILING TILE & GRID REPLACEMENT
COURTHOUSE 3RD FLOOR JUDGES CHAMBERS

THIS AGREEMENT, made and entered into this 15th day of August, 2012, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and GFI Acoustics, Inc, 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.

Contractor shall replace the grid/ceiling tile in the Superior Court Judges chambers as follows:

- Remove existing ceiling tile/insulation/grid at hallway area of judge's chamber, judge's closet, storage area and restroom, and install new grid/tile/insulation. (approx 848 sq ft)
- Remove existing ceiling tile in judge's chamber and install new ceiling tile. (approx 720 sq ft)

Project Location: Gila County Courthouse, 3rd Floor
Superior Court, Judges Chambers
1400 East Ash Street, Globe, Arizona

Work under this agreement shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended October 23, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928)402-8513.

Specifications

Grid Type: Donn Dx 15/16th
Tile Type: Celotex BQLC-224 ceiling tile 848 sq ft
Celotex SandMicro #SHM154 2'x2' ceiling tile 720 sq ft

Area: *Approximately 1,568 sq ft

Work Hours

- All work on the project shall be performed after hours from 7:00 pm to 6:00 am or weekends.
- Contractor shall have all work material removed from project area by 6:00 am in order for county employee's to begin work.

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.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the 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, 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 Department, 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."

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 terminates September 7, 2012.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 4,948.56 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

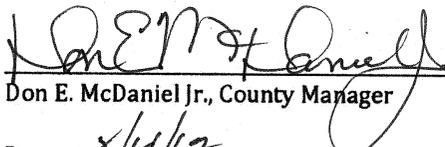
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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, Service Agreement No. 070912 has 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:

8/14/12

GFI ACOUSTICS, INC.



Contractor Signature

WILLIAM LEMMERTS
Print Name

PRESIDENT

Date:

8-6-12

APPROVE AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney

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



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

GILA COUNTY
www.gilacountyaz.gov

PROFESSIONAL SERVICE AGREEMENT NO. 071912

FOUR MILE & PINE CREEK MATERIALS PITS ADEQ PERMITTING

THIS AGREEMENT, made and entered into this 15th day of August, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and CL Williams Consulting, of the City of Pinetop, State of Arizona, hereinafter designated the **Consultant**.

WITNESSETH: The Consultant, 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 Consultant agrees to provide Professional Consulting services for the preparation of ADEQ permits for two (2) existing materials pits located in the Pleasant Valley Ranger District of Tonto National Forest for the purposes of excavating aggregate materials for use in roadway maintenance, repair and construction for northern Gila County.

Scope of Work

See Attached "Exhibit A" by mention made a binding part of this agreement as set forth herein.

Consultant Fee's

See Attached "Exhibit A" by mention made a binding part of this agreement as set forth herein.

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 Consultant 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: Consultant 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 Consultant 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 Consultant 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 Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Consultant**".

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.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous

coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant 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 Street, 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 Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant 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 Street, 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant 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: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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.

Consultant 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 Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant 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. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 Consultant 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: Consultant is an independent Consultant of the County. Consultant 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. Consultant 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 Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Consultant 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 Consultant 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 Consultant for the same supplies or services covered under this Addendum.

ARTICLE 11 - 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 Consultant 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 12 - 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 13- TERM: Upon Consultant receipt of the County Notice to Proceed the project completion shall be ninety (90) days unless otherwise extended by written agreement by both parties in the form of an amendment signed by the County.

ARTICLE 14 - PAYMENT/BILLING: Consultant shall be paid pursuant to the fee schedule in Exhibit "A" of this agreement but in no event shall payment exceed \$28,700.00 without prior written approval from the County Manager.

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

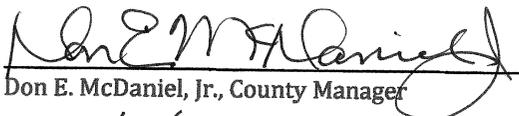
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the consultant.

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 Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

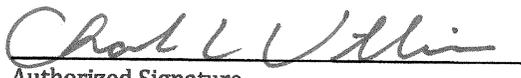
IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 071912**, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/14/12

CL WILLIAMS CONSULTING


Authorized Signature

PRESIDENT
Title

Date: 7-20-12

APPROVED AS TO FORM

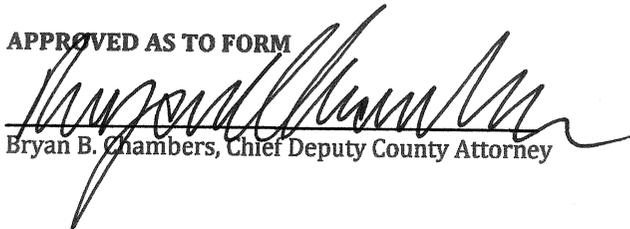

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

SCOPE OF WORK

**MULTI-SECTOR GENERAL PERMIT (MSGP) &
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
for
Four Mile & Pine Creek Materials Pits
July 11, 2012**

Project Objective & Approach

Gila County has requested assistance from C.L. Williams Consulting (CLW) with the preparation of ADEQ permits (i.e., Multi-Sector General Permit and Stormwater Pollution Prevention Plan) for two existing materials pits located within the Pleasant Valley Ranger District of the Tonto National Forest (TNF) for the purposes of excavating aggregate materials for use in roadway maintenance, repair and construction (MSGP Sector J, Sub-sector J2, SIC code 1442 – Mining Class Permit) throughout the northern part of Gila County. Four Mile Materials Pit is located south of Young while the Pine Creek Materials Pit is located north of Young, Arizona.

For this project, CLW will develop the necessary Stormwater Pollution Prevention Plan (SWPPP) and associated Manual for the Best Management Practices (BMP) for each materials pit site. The Arizona Department of Environmental Quality (ADEQ) has jurisdiction over such facilities in regards to the discharge of stormwater and non-stormwater related activities from sites that disturbed an area equal to or greater than one acre (SWPPP) and certain industrial activities (MSGP). As these two pits are located in separate location, each site will require separate documentation and permitting.

Our understanding of the tasks to be performed by the various involved agencies is as follows:

Gila County will be responsible for the following task(s) as part of this project:

- Provide the funds for two legal notices in the Arizona Capital Times, to be prepared by the Pleasant Valley Ranger District.
- Submit the Notice of Intent, including all related fees, for both permits (MSGP and SWPPP) to the ADEQ no less than 7 days prior to construction.

The Pleasant Valley Ranger District (PVRD) will also be responsible for several tasks associated with this project.

- Provide cultural resources clearance for the project.
- Provide biological clearance for the project.
- Prepare the NEPA scoping document. This task will include: figures, maps, and coordinate the mailing list and sending out (via mail) to individuals on the list.
- Prepare the two legal notices for publication in the Arizona Capitol Times, and submit to the paper for publication.

The Tonto National Forest Supervisors Office (TNF) will be responsible for the following:

- Prepare the Categorical Exclusion statement and sign it (assuming that is the Decision of Record).
- The Categorical Exclusion is to be prepared by the PVRD; the TNF will provide NEPA support and coordination with the Forest Supervisor on review and approval of the document. Additionally, the Decision Memo is to be prepared by the PVRD; and TNF will again provide support and coordination with the Forest Supervisor on approval of the document.
- Prepare the Contract for Sale of Mineral Materials and sign it after the Categorical Exclusion is issued. TNF will prepare this document in coordination with PVRD, and coordinate approval by the Forest Supervisor.

In addition to the above, Gila County will provide to CLW sufficient survey data, or topographic mapping of the material pits and surrounding area sufficient (e.g., 50-100 feet outside the zone of anticipate excavation) to capture the anticipated maximum footprint of the area of excavation as well as enough surrounding data to determine critical inflow and outflow points around the site to carefully locate all necessary SWPPP BMPs features/improvements. The choice of the horizontal and vertical datum(s) will be NAD 1983 HARN Arizona State Plain, East Zone.

CLW will work closely with County staff to insure that the BMP's chosen for these sites are reasonable for County staff to construct and maintain throughout the life of the SWPPP.

In accordance with this project understanding, the consultant proposes to complete the Four Mile & Pine Creek Materials Pits MSGP & SWPPP project in accordance with the following Scope of Services:

Task 1: Progress Meetings, Coordination and Data Collection

CLW staff will meet and coordinate with the County and coordinate, as necessary, with ADEQ staff to insure the project goals are met. The following meetings are anticipated to meet project goals.

1. On-site Kickoff Meeting with representatives of the PVRD and TNF (assumes single meeting to account for both sites).
2. Draft SWPPP submittal and discussion meeting.
3. Interim SWPPP review and discussion meeting.
4. Final SWPPP submittal meeting to insure County designated contact(s) are familiar with SWPPP requirements and implementation.

The CLW Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. Additional coordination/progress/public meetings may be added by the County as an additional service if the County so desires.

Task 2: Drainage Design

CLW will evaluate hydrologic conditions and design hydraulic systems to convey and mitigate sediment discharges outside each of the materials pits. The design events for this task will be the 2- and 10-year events along with a "check-event" of the 100-year rainfall event. The volume of necessary sediment storage within a given catch basin will be estimated (e.g., 5-7% of the hydrograph volume) as geotechnical sampling and analyses are considered outside the scope of this project. In order to reduce project costs, CLW will not prepare a detailed Report of Findings but will provide a "Letter of Findings" (i.e., summary, one each for each materials pit) of the analyses, assumptions and peak discharges for these sites that will be incorporated into the SWPPP Manual.

Where the contributing watershed is found to be outside the limits of the data provided to CLW through Item 1, CLW will use USGS 7.5 minute quadrangles to determine watershed boundaries.

Task 3: Stormwater Pollution Prevention Plan (SWPPP)

CLW will develop a Stormwater Pollution Prevention Plan (SWPPP) in accordance with State requirements and local practices.

Each SWPPP will be accompanied by a Manual that includes a narrative text, describing the method and procedures by which each individual facility will adhere to ADEQ's regulations. Best Management Practices (BMPs) will be recommended and designed, as applicable for each materials pit. The SWPPP will be provided to the County, PVRD and TNF at the 75% Interim stage for submittal, review and discussion. The final SWPPP will incorporate agency comments/direction.

The SWPPP will be prepared at a scale appropriate for the project size under evaluation and the BMP's required for each site. Each plan will include existing topography, final grading, existing facility elements and notes and details sufficient to describe the BMP method(s) required for each site.

ASSUMPTIONS

The following assumptions were used to develop this scope of work:

1. Public Involvement and additional Coordination Meetings beyond those identified herein are not required.
2. Utility Coordination Meetings are not required.
3. Water quality computer modeling, water quality monitoring and testing are not required.
4. Geotechnical sampling, testing and report preparation are not necessary.
5. Permit preparation, submittal and application fees (in any) are the responsibility of the Owner.
6. Preparation of General Construction permit is to be done by CLW but submitted to ADEQ by the Owner.
7. Structural analyses and design are not required for this project.
8. Determination of Threatened and Endangered Species and Cultural Resources sites are not required of CLW for this project.
9. Site visits beyond those identified herein are not necessary.
10. This scope and schedule assume that no Impaired Waters or Outstanding Waters discharge are associated with this site.
11. Each pit plan or area of excavation is a single unit and therefore does not consider individual pit with separated excavation zones.

SCHEDULE OF FEES

The work shall be done on a lump sum basis. Our Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Progress Meetings, Coordination and Data Collection	\$5,780
2	Drainage Design	\$9,520
3	Stormwater Pollution Prevention Plan (SWPPP)	\$13,400
	Total.....	<u>\$28,700</u>

Upon receipt of the Notice to Proceed the estimated time to complete this project is 90 calendar days for both material pits, excluding: ADEQ review and comment resolution time or and required public comment period(s).

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. 072312
PAYSON ADMINISTRATION BUILDING
CONFERENCE ROOM HVAC INSTALLATION

THIS AGREEMENT, made and entered into this 15th day of August, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and O'Connor Heating & Cooling, Inc., of the Town of Payson, State of Arizona, hereinafter designated the **Contractor**.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 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 Manager or designee.

Scope of Work

The HVAC units at the Payson Administration Building, 714 S. Beeline Highway, were replaced last year, however when the conference room is being used the current HVAC cannot supply the needed capacity to cool the room. A separate unit will be added and designated for the conference room and only used when the room is in use.

The Contractor shall provide all labor and material to install a new HVAC unit per specifications below. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

Current A/C units shall remain on and active during normal business hours Monday-Friday from 8:00 am to 5:00 pm.

Specifications:

- 3 Ton, 16.1 SEER, LG, mini-split heat pump (LS360HV)
- Unit is a ductless system, wall mounted
- All electrical work shall be included
- System shall have a remote control thermostat
- Condensation to be terminated per manufacturers specifications
- Equipment comes with a two (2) year warranty on all parts, five (5) year warranty on compressor and one (1) year warranty on all labor

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: The term of the agreement shall commence date signed by County Manager and shall remain in effect until August 31, 2012.

ARTICLE 15 - PAYMENT/BILLING: Contactor shall be paid a flat fee of \$5,038.00 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

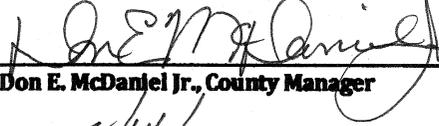
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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, Service Agreement No. 072312 has been duly executed by the parties hereinabove named, on the date and year first above written.

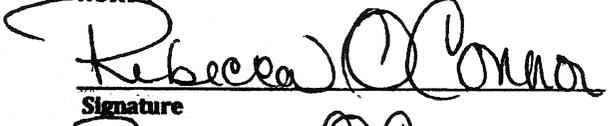
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 8/14/12

O'CONNOR HEATING & COOLING, INC.



Signature

Rebecca O'Connor
Print Name

Date: July 30, 2012

APPROVED AS TO FORM



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

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

PROFESSIONAL SERVICE AGREEMENT NO. 072012
WOMEN'S JAIL DORMITORY MASONRY CELL TESTING

THIS AGREEMENT, made and entered into this 15th day of August, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and ATL, Inc., of the City of Phoenix, 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 Manager or designee. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

The Contractor will perform the necessary quality and assurance tests to verify if there are any voids in the masonry walls at the Women's Jail Dormitory located at 1100 S. Street, Globe, Arizona.

Contractor Shall

- Utilize a Conquest Ground Penetrating Radar (GPR) unit to determine the density of materials.
- Scan the wall with the GPR equipment and its sensor starting at a masonry cell that is known to have been grouted as a datum point.
- Continue to scan along the wall that is being tested with the GPR sensing device. The sensing device will indicate whether a cell has been grouted or not. This is determined by the density measurement and GPR screen viewing.
- Provide an engineering report to the County with the results of the analysis and recommendations that may be required as a result of the analysis.

Contractor Fee's

See attached **Exhibit "A"** for fee description and rates.

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

ARTICLE 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: The term of the agreement shall commence date signed by County Manager and shall remain in effect until August 31, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed \$ 2,040.00 for the contract term without prior written approval from the County.

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.

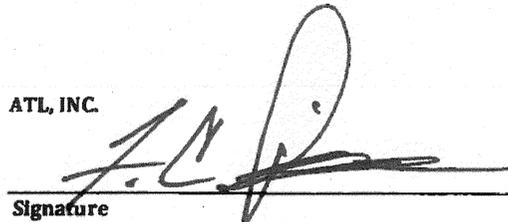
IN WITNESS WHEREOF, Service Agreement No. 072012 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


 Don E. McDaniel Jr., County Manager

Date: 8/19/12

ATL, INC.


 Signature

Frank Rivera
 Print Name

Date: 7.25.12

APPROVED AS TO FORM

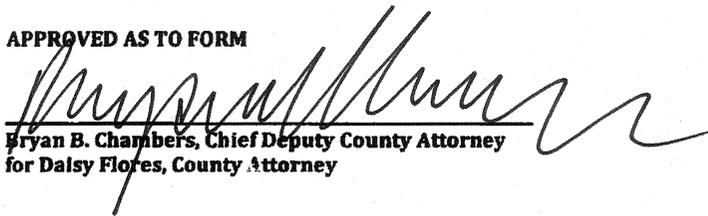

 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney

EXHIBIT "A"



Q.A./Q.C. ENGINEERING CONSULTANTS
GEOTECHNICAL • CIVIL • ENVIRONMENTAL

July 12, 2012

Via Email: kgray@dlrgroup.com

Kelly Gray
DLR Group
6225 N 24th St, Ste 250
Phoenix, AZ 85016-2020

Re: **Construction Inspection Engineering Services**
Project Name: Gila County Women's Jail Dormitory Masonry
ATL, Inc. Proposal Number: P12170
Bid Due Date: Thursday, July 12, 2012, 5:00 pm

ATL will provide all engineering analysis (on an "on-call" unit price basis) required to perform field quality assurance and verification on the project utilizing the following unit rates:

<u>DESCRIPTION</u>	<u>UNITS</u>	<u>RATES</u>
Clerical	Hourly	\$ <u>40.00</u>
Construction Tech	Hourly	\$ <u>55.00</u>
Construction Inspector	Hourly	\$ <u>65.00</u>
Q.C. Supervisor.....	Hourly	\$ <u>85.00</u>
Professional Engineer	Hourly	\$ <u>125.00</u>
Staff Engineer	Hourly	\$ <u>75.00</u>
Q. C. Reports.....	Weekly	\$ <u>100.00</u>
GPR Equipment	Daily	\$ <u>500.00</u>
Per Diem	Daily	\$ <u>75.00</u>
Trip Charge	Hourly	\$ <u>hourly</u>
Overtime	Hourly	\$ <u>1.35 X ST</u>
The <u>estimated</u> total cost for Inspection Services on this project is . . .		\$ <u>2,040.00</u>



Re:

Gila County Women's Jail Dormitory Masonry

Page 2

At the conclusion of its work ATL will provide an engineering report with the results of our analysis and any recommendations that may be required as a result of our analysis.

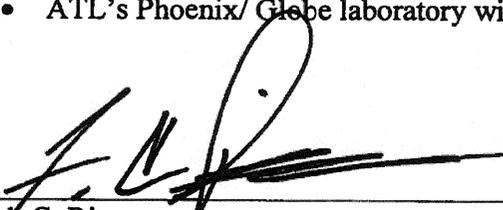
Invoicing will be based on a 2-hour minimum. A minimum 24 hour notice is required for all "on-call" assignments.

This proposal includes travel, labor (2 men), equipment, the engineering analysis and verification of the following concerns: location of voids in masonry walls (1 day).

Exclusions: Overtime, materials warranties, liquidated damages, pay retention, taxes, and bond.

Additional information:

- ATL is an AASHTO Accredited Laboratory.
- ATL is certified as an MBE/DBE/SBE with city, county, and state agencies to provide construction management, construction specialty inspections, construction materials testing, and geotechnical engineering services.
- ATL's Phoenix/ Globe laboratory will be utilized for this project.



Frank C. Rivera
President/CEO

ACCEPTED BY:

Company Name

Signature

Date



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement documents for the below stated project:

**SERVICE AGREEMENT NO. 061012
WEATHERIZATION NO. HH4506**

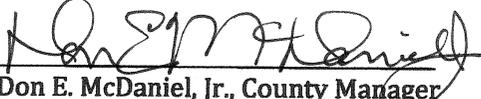
GREEN TREE CONSTRUCTION

Effective June 20, 2012, Gila County and Green Tree Construction entered into a contract whereby the Contractor agreed to provide construction services for Weatherization Project No. HH4506, in the amount of \$33,837.44.

Amendment No. 1 to the agreement reflects the change needed to repair decaying stairs and landing. The stairs and landing were removed from original position in order to install the drainage barrier and new skirting. See attached "Exhibit A" made a binding part of this agreement as set forth herein. The cost of the amendment will be \$3,000.

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: 8/10/12

GREEN TREE CONSTRUCTION


Gerald Philpot

Date: 8/9/2012

EXHIBIT A

David Fletcher
Director



Jendoan Sartain
Deputy Director

Judy Smith
Divisional Program Manager

GILA COUNTY OFFICE OF COMMUNITY SERVICES
"Improving the quality of life for all residents"

HOUSING REHABILITATION

CHANGE ORDER 1

CONTRACT 061012

Date: 7/30/12

Client: Caren Mendoza
Address: Payson Az. 85541

Contractor: Green Tree Construction
Job No: HH4506

The following change(s) is/are authorized in the above identified Housing Rehabilitation Contract:

Item	Description of Change	Cost
Stairs	Remove and replace landing and stairs to main entrance to home. Pour footers and install handrails complete with landing for safety.	\$ 3000.00

Caren J. Mendoza
Homeowner Signature

7/30/12
Date

Jendoan Sartain
Contractor Signature

8/6/12
Date

Abriel E. Eglacio
Rehab. Specialist Signature

8-6-12
Date

Community Action Program
Gila Employment and Special Training
Housing Rehabilitation Program

Section Eight Housing Assistance
Re-Employment and Pre-Layoff Assistance Center
Workforce Investment Department



5515 S. Apache St., Suite 200
P.O. Box 1254, Globe, AZ 85502
(928) 425-7631



Countywide T.D.D. (928) 425-0839 Reasonable accommodations for persons with disabilities may be requested.

July 26th

Memo to File and to Finance:

Contract 144-11-01

On July 26th on a home visit contractor Gerry Philpot from Green Tree construction showed me the decaying stairs and landing that he had to remove from original position in order to install the drainage barrier and new skirting. At this point when I returned to the office I checked the file to see if we could make a change order to the scope and approve the replacement of the additional work. We also talked about extending the drainage barrier down the northwest side to help keep the excess water from entering under the home and causing the foundation to fail.

Thank you,

Gabriel E. Eylicio

Housing Rehab Specialist

928-200-1258 or ext: 8698

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division**

**INDEPENDENT PRACTITIONER
CONTRACT AMENDMENT NUMBER: 2**

Contractor Name: Dease, Iona B.

Contract Number: 913

Solicitation Reference: CY 09-10

Permissible Contract Extensions: 2

Contract Extensions Executed: 2

Original Contract Start Date: July 1, 2009

Extended Contract Start Date: July 1, 2012

Original Contract Expiration Date: December 31, 2010

Extended Contract Expiration Date: June 30, 2014

Contractor's Authorized Representative:

Name: Iona B. Dease

Phone: (480) 926-4089

Mailing Address: 632 West Horseshoe Avenue
Gilbert, Arizona 85233-6371

Fax: (480) 926-4916

Email: ibdcvr@yahoo.com

Contract Amendment Action:

- Extension
- Termination
- Service Change
- Compensation
- Special Term and Condition
- Address/Contact Information
- Other

Amendment Detail:

The Contractor and the Arizona Supreme Court amend the above-referenced Contract as specified in Section I below. All other requirements of the Contract are unchanged and remain in effect. Section II restates **for the Contractor's convenience** the services, compensation, special terms and conditions, and other changes to the Contract established in the Attachment A and previous Contract Amendments and Change Orders. To the extent that Section II is inconsistent with the Attachment A and previous Contract Amendments and Change Orders, Attachment A and the previous Amendments and Change Orders prevail.

**Arizona Supreme Court . Administrative Office of the Courts . Juvenile Justice Services Division
Amendment to Contract Form for Independent Practitioner**

Dease, Iona B.

Contract No.: 913

SECTION 1 - AMENDMENT

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SPEC. CONDS.
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SPECIAL TERMS AND CONDITIONS:

Note: Due to extenuating circumstances, the effective date of a new or modified service may precede the date that the Contract Officer signed this Amendment. In signing this Amendment, the Contract Officer acknowledges that the Officer's designee verbally authorized the Contractor to begin providing the service before final execution of this Amendment, or ratifies that action.

SECTION II - RESTATEMENT OF SERVICES, COMPENSATION, SPECIAL TERMS AND CONDITIONS, AND OTHER CHANGES TO THE CONTRACT ESTABLISHED IN THE ATTACHMENT A AND PREVIOUS CONTRACT AMENDMENTS AND CHANGE ORDERS. (NOTE: The information set forth below does not include the changes established in Section I of this amendment.)

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SEPC. CONDS.
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Evaluation and Diagnosis

Comprehensive Assessment	123	160.00 / assessment	07 / 01 / 09	12	
Substance Abuse Assessment	128	160.00 / assessment	07 / 01 / 09	12	

Outpatient Mental Health

Counseling: Individual	135	65.00 / hour	07 / 01 / 09	12	
Counseling: Family	137	65.00 / hour	07 / 01 / 09	12	
Counseling: Group	138	30.00 / hour / client	07 / 01 / 09	12	
Counseling: Home Based	140	70.00 / hour	07 / 01 / 09	12	
Counseling: Multi-Family Group	146	30.00 / hour / family	07 / 01 / 09	12	

**Arizona Supreme Court . Administrative Office of the Courts . Juvenile Justice Services Division
Amendment to Contract Form for Independent Practitioner**

Dease, Iona B.

Contract No.: 913

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SEPC. CONDS.
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Ancillary Services

Professional Consultation	180	20.00 / 15 minutes	07 / 01 / 09	12	
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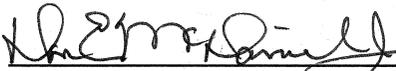
Substance Abuse Services

Counseling: Individual	225	65.00 / hour	07 / 01 / 09	12	
Counseling: Group	226	30.00 / hour / client	07 / 01 / 09	12	
Counseling: Family	228	65.00 / hour	07 / 01 / 09	12	
Counseling: Home Based	229	70.00 / hour	07 / 01 / 09	12	
Counseling: Multi-Family Group	232	30.00 / hour / family	07 / 01 / 09	12	

SPECIAL TERMS AND CONDITIONS:

<p>AOC Contract Officer</p> <p>_____</p> <p>Date: _____</p>	<p>Contractor's Authorized Representative</p> <p>_____</p> <p>Date: _____</p>
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GILA COUNTY



Don E. McDaniel, Jr., County Manager

Date: 8/15/12

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division**

**FULL PROCUREMENT
CONTRACT AMENDMENT NUMBER: 5**

Contractor Name: Grossman & Grossman, Ltd.

Contract Number: 890

Solicitation Reference: CY 09-10

**Vendor Status
Qualification Type:** AOC

**Vendor Status
Qualification Expiration:** June 30, 2014

**Original Contract
Start Date:** July 1, 2009

**Extended Contract
Start Date:** July 1, 2012

**Original Contract
Expiration Date:** December 31, 2010

**Extended Contract
Expiration Date:** June 30, 2014

**Permissible Contract
Extensions:** 2

**Contract Extensions
Executed:** 2

Contractor's Authorized Representative:

Name: Phyllis Grossman, Administrative Director
Mailing Address: P. O. Box 14948
Scottsdale, Arizona 85260
Phone: (602) 468-2077
Fax: (480) 609-9552
Email: p.grossman@grossmantherapy.com

Referral, Monitoring & Administrative Contact:

Name: Same
Mailing Address:
Phone:
Fax:
Email:

Contract Amendment Action:

- Extension
- Termination
- Service Change
- Compensation
- Special Term and Condition
- Address/Contact Information
- Other

Amendment Detail:

**Arizona Supreme Court . Administrative Office of the Courts. Juvenile Justice Services Division
Amendment to Contract Form for Full Procurement**

Grossman & Grossman, Ltd.

Contract No. 890

The Contractor and the Arizona Supreme Court amend the above-referenced Contract as specified in Section I below. All other requirements of the Contract are unchanged and remain in effect. Section II restates **for the Contractor's convenience** the services, compensation, special terms and conditions, and other changes to the Contract established in the Attachment A and previous Contract Amendments and Change Orders. To the extent that Section II is inconsistent with the Attachment A and previous Contract Amendments and Change Orders and the previous Amendments and Change Orders prevail.

SECTION I - AMENDMENT

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SPEC. CONDS.
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SPECIAL TERMS AND CONDITIONS:

Note: Due to extenuating circumstances, the effective date of a new or modified service may precede the date that the Contract Officer signed this Amendment. In signing this Amendment, the Contract Officer acknowledges that the Officer's designee verbally authorized the Contractor to begin providing the service before final execution of this Amendment, or ratifies that action.

SECTION II - RESTATEMENT OF SERVICES, COMPENSATION, SPECIAL TERMS AND CONDITIONS, AND OTHER CHANGES TO THE CONTRACT ESTABLISHED IN THE ATTACHMENT A AND PREVIOUS CONTRACT AMENDMENTS AND CHANGE ORDERS. (NOTE: The information set forth below does not include the changes established in Section I of this amendment.)

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SPEC. CONDS.
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Juvenile Drug Court Treatment Services

Phase I	256	198.45 / week / client	07 / 01 / 11	04, 12	B
Phase II	257	173.45 / week / client	07 / 01 / 11	04, 12	B

**Arizona Supreme Court . Administrative Office of the Courts. Juvenile Justice Services Division
Amendment to Contract Form for Full Procurement**

Grossman & Grossman, Ltd.

Contract No. 890

SERVICE	SERVICE CODE	COMPENSATION	EFFECTIVE DATE	COUNTY	SPEC. CONDS.
Phase III	258	138.57 / week / client	07 / 01 / 11	04, 12	B
Phase IV	259	128.81 / week / client	07 / 01 / 11	04, 12	B
Phase I	256	219.83 / week / client	07 / 01 / 11	04, 12	A
Phase II	257	186.50 / week / client	07 / 01 / 11	04, 12	A
Phase III	258	149.00 / week / client	07 / 01 / 11	04, 12	A
Phase IV	259	138.50 / week / client	07 / 01 / 11	04, 12	A
Outpatient Mental Health Services					
Counseling: Individual	135	65.00 / hour	07 / 01 / 09	08, 12	
Counseling: Family	137	65.00 / hour	07 / 01 / 09	08, 12	
Counseling: Group	138	28.00 / hour / client	07 / 01 / 09	08, 12	
Counseling: Home Based	140	75.00 / hour	07 / 01 / 09	08, 12	
Sex Offender Services					
Counseling: Individual	207	70.00 / hour	07 / 01 / 09	08, 12	
Counseling: Family	210	70.00 / hour	07 / 01 / 09	08, 12	
Counseling: Group	208	28.00 / hour / client	07 / 01 / 09	08, 12	
Counseling: Home Based	209	75.00 / hour	07 / 01 / 09	08, 12	
Substance Abuse Services					
Counseling: Group	226	28.00 / hour / client	05 / 01 / 11	04, 08, 12	
Counseling: Individual	225	65.00 / hour	07 / 01 / 09	08, 12	
Counseling: Family	228	65.00 / hour	07 / 01 / 09	08, 12	
Counseling: Home Based	229	75.00 / hour	07 / 01 / 09	08, 12	
Ancillary Services					
Professional Consultation	180	17.00 / 15 minutes	07 / 01 / 09	08, 12	

**Arizona Supreme Court . Administrative Office of the Courts. Juvenile Justice Services Division
Amendment to Contract Form for Full Procurement**

Grossman & Grossman, Ltd.

Contract No. 890

SPECIAL TERMS AND CONDITIONS:

A. Juvenile Drug Court Treatment Services

- ~~1. This program is based on Juvenile Moral Reconciliation Therapy (MRT) and is comprised of four (4) phases of required participation for graduation. Phases I, II & III each last approximately six (6) weeks, & Phase IV lasts approximately eight (8) weeks with an average duration of twenty six (26) weeks for each juvenile to complete the juvenile drug court treatment program. MRT workbooks, Professional Consultation and Substance Abuse Assessment are inclusive of the program costs and are not billed separately.~~
- ~~2. Each Phase of the program must be authorized on a Service Authorization Form. The referring probation department must authorize per unit; therefore, one (1) unit equals one (1) week, with Phases I, II, & III not to each exceed six (6) units of service and Phase IV not to exceed eight (8) units of service.~~
- ~~3. The Contractor shall bill for a unit (1 week) of service only if the client has participated in the minimum amount of service hours, excluding professional consultation, per week as identified in the table below.~~

Phase	Minimum Participation Requirement
I	2.5 hours / week
II	2.5 hours / week
III	2 hours / week
IV	1 hour / week

- ~~4. The Contractor shall only bill for six (6) units per client for Phase I, II, & III, and eight (8) units per client for Phase IV. One week prior to a client exceeding the standard units of service within a phase, the Contractor shall staff the case with the probation department at the drug court staffing to recommend the requested amount of time for successful transition to the next phase.~~
- ~~5. If a client requires an additional week of service within a phase, the Contractor shall provide the service at no cost to the probation department. Clients unable to successfully transition to the next phase following an additional week of service must be unsuccessfully discharged from the service.~~

B. Juvenile Drug Court Treatment Services

1. Drug Court Treatment components are based on evidence-based programming and appropriate level of care. The Contractor will employ Juvenile Moral Reconciliation Therapy (MRT) supplemented by MET/CBT5 or other cognitive behavioral health models. MRT workbooks, Professional consultation and Substance Abuse Assessments are inclusive of the program costs and are not billed separately.

**Arizona Supreme Court . Administrative Office of the Courts. Juvenile Justice Services Division
Amendment to Contract Form for Full Procurement**

Grossman & Grossman, Ltd.

Contract No. 890

2. Each treatment component of the program must be authorized / reauthorized on a Service Authorization Form (SAF) by the referring probation department. A unit of service is defined as a week of services. Authorization of services is based on a youth's assignment to a drug court phase by the Drug Court Team for which the Contractor shall provide the corresponding appropriate level of care.

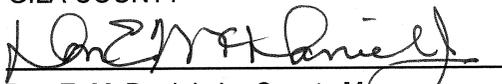
3. The Contractor shall bill for services on a monthly basis and bill for a unit of service (1 week) only if the youth has participated in the minimum amount of service hours, excluding professional consultation, per week as identified below:

Phase	Minimum Participation Requirement
I	2.5 hours / week
II	2.5 hours / week
III	2 hours / week
IV	1 hour / week

4. The Contractor shall staff the case with the referring probation department/Drug Court Team at the drug court staffing to report on the youth's progress and make recommendations for the continuing level of care.

AOC Contract Officer	Contractor's Authorized Representative
_____	_____
Date: _____	Date: _____

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/15/12



SERVICE CONTRACT AGREEMENT

Contract # CNT003055-04

3370 San Fernando Rd, #202
 Los Angeles, CA 90065
 Phone: 888-916-0160 FAX: 888-916-0164

To: Gila County Sheriff's Office
 Attn: Dave Luhm
 1100 South Street
 Globe, AZ 85501

Contract #	CNT003055-04	Contract Description	QUOTED: Awaiting acceptance		Start Date	01/20/2012	End Date	01/19/2013
Period Billing Int	1 Year	Terms	Net 30 Days		Total Contract Charge		\$1,367.00	

Categories of Parts Excluded from Contract
 Supplies

Notes

This renewal is for the renewal of your maintenance agreement for the equipment listed and the dates stated. This agreement includes the following services:

- 2 Preventive Maintenances (PMs) per year per card printer.
- All parts, labor, travel time, mileage
- Card usage of 30,000 cards per card printer per year is the maximum covered under this agreement

Consumables are not included. If you have any questions or require information about your equipment service contract, please contact us at (888) 383-6083 x 145.

Please refer to the reverse side for complete Terms and Conditions.

Equipment Included under Contract			
Equipment Location	Address		
	Gila County Sheriff's Office Gloria Stuhmer 1100 South Street Globe, AZ 85501		
Serial No	Q94046		
Description	CP60 Plus Printer, Color, Duplex, 100 card hopper	Equip Charge	\$754.00
Serial No	G565010335		
Description	ID Centre Gold v6.5 Upgrade for customers using ID Centre Gold, or ID Works Enterprise	Equip Charge	\$404.00
Serial No	BL3952		
Description	Signature Points Solution	Equip Charge	\$154.00
Serial No	U04050		
Description	Fingerprint Scanner	Equip Charge	\$55.00

Please return this signed agreement with your check and/or purchase order before the start date of the contract. Thank You!

SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK HEREOF.

GILA COUNTY
 Customer Signature: Don E. McDaniel, Jr., County Manager Print Name
 Multicard Representative: Lynda Lopez Signature Date: 8/14/12
Bauer 08/13/12

Multicard Inc. ("Multicard") and Customer agree to the following terms and conditions whereby Multicard shall provide and the Customer shall pay for the maintenance services as specified in this Service Agreement. This Service Agreement shall be effective for the period on the face of this document. Multicard is not responsible nor guarantees renewal notification on agreements. Your signature on the front of this agreement indicates your acceptance of these terms and conditions.

Contracted Maintenance Services

Description Multicard agrees to provide scheduled preventive maintenance (if applicable) and on-call remedial maintenance for the Covered Equipment as set forth in this Service Agreement. Multicard warrants that it will cause the Covered Equipment to meet the manufacturer's operating specifications given reasonable wear and tear and equipment age and condition (hereinafter "Maintain").

a) **Coverage Hours:** Unless otherwise noted in this Service Agreement, service will be provided Monday through Friday, 8:00 am to 5:00 pm (excluding holidays observed by Multicard). Multicard will attempt to respond within 4 business hours from the logging of the call.

b) **Holidays Observed by Multicard:** Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, and New Year's Day. If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday.

Except as otherwise provided in this Service Agreement, The Contracted Maintenance Service shall include all parts, labor and travel expenses necessary to maintain the Covered Equipment but specifically excludes software unless provided for under a separate addendum.

Term Charge In consideration of Multicard's provision on the Contracted Maintenance Service, Customer shall pay the Term Charge set forth in this Service Agreement.

The Term Charge is based upon coverage hours and site location of Covered Equipment. When the Covered Equipment site is greater than fifty (50) miles from an Multicard Base City, or for the contracted extended service outside of standard Coverage Hours, the Term Charge shall include an additional charge.

Exclusions Except as otherwise provided in this Service Agreement, the following are not covered in the Contracted Maintenance Service and are subject to additional charges.

Overtime Charges and Travel Expenses All overtime charges and travel expenses of Multicard personnel for maintenance services not included in the Contracted Maintenance Service shall be charged to Customer at the rates in Multicard's published maintenance price list in effect to any such services. Any Maintenance started during the Coverage Hours and completed within one hour after such period shall not be treated as overtime. Service completed after such one-hour period and service otherwise provided at Customer's request outside of the Coverage Hours will be deemed as overtime. A minimum charge of one (1) hour will apply to any such services.

Consumables and Supplies such as, but not limited to, ribbons, plates, foils, forms, ink rollers, print rollers, rubber platens, plate frames, stencils, toner, printheads, batteries and other supplies for use with the Covered Equipment, including supplies necessary for maintenance purposes, shall be provided by Customer and must be OEM approved.

Unauthorized Use or Service The Contracted Maintenance Service does not include service or repair work caused by the failure of Customer to observe any of the conditions in this Agreement: failure of Customer to use the Covered Equipment in accordance with the Manufacturer's instructions; maintenance or attempted repairs or adjustments of the Covered Equipment by anyone other than Multicard authorized personnel; service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices; tampering, misuse or abuse of the Covered Equipment; or force majeure. Maintenance service and required parts will be provided by Multicard at its published maintenance and parts price list in effect at time of performance.

Excess Use Charge The Term Charge for designated systems included in the Covered Equipment is based upon an assumed rate of card production as set forth in this Service Agreement. If the actual rate of production for such systems exceeds the assumed rate at the end of the applicable maintenance period, Multicard may assess an Excess Use Charge as set forth in this Service Agreement.

Term The term is as shown on the face of this document. And shall be extended automatically for additional periods of one year each until it is terminated by either party upon written notice not less than thirty (30) days prior to the end of the contract.

Payment Terms Invoices shall be payable thirty (30) days after the date of invoice.

Interest is due after 30 days on all overdue accounts at 1.5% per month (or the legal rate then in effect) or any portion thereof, if legal action is necessary to collect on overdue accounts, reasonable legal fees and any other reasonable costs of collection will be added and due.

Billing Frequency Unless otherwise stated in this Service Agreement:

- Per system charges less than \$ 5,000 per year will be billed annually in advance.
- Per system charges greater than \$5,000 per year will be billed quarterly in advance. A 5% discount will be applied if paid annually in advance.
- Charges greater than \$50,000 per year will be billed monthly. A 5% discount will be applied if paid annually, in advance.

Taxes Customer shall pay any municipal, state, or federal taxes, however designated, levied or based on the charges payable under this Agreement that may be paid or be payable by Multicard excluding income taxes. Customer shall also pay any tax not currently applicable but which is hereafter held or ruled applicable by any new law, interpretation of an existing law or otherwise.

Equipment Relocation The Customer must notify Multicard in writing at least sixty (60) days prior to the relocation of any Covered Equipment. Customer shall be solely responsible for all expenses including insurance coverage associated with moving and installation of the equipment to a new location. If the relocation causes Multicard to incur increased travel time or cost in providing maintenance services hereunder, Customer agrees to pay reasonable increased monthly maintenance charges.

Conditions

Description of Uncovered Services This Agreement and the fees for maintenance do not cover labor, parts and the expenses necessary to: (a) repair damage caused by Customer's negligence; (b) reconfigure or relocate the equipment; (c) repair problems which arise from the use by Customer of non-OEM approved parts, attachments or devices; (d) correct problems caused by supplies that are not OEM approved, or (e) repair damage caused by customer's facility/systems. Consumable supplies and software support are not included for coverage in this agreement unless provided for under a separate addendum. All parts and equipment are FOB origin.

Access to Equipment Customer shall permit free access to the Covered Equipment and shall provide without charge to Multicard adequate storage space, working space and all necessary utilities for use by Multicard personnel.

Parts Replacement Multicard reserves the right at its option to replace or repair any parts, which fail to perform its function under normal use. Multicard further reserves the right to use, at its option, manufacturer approved, new, rebuilt, or reconditioned parts or improved parts, which are capable of performing functions similar to those of the replaced parts.

Termination for Default Either party may terminate this Agreement in the event of default by the other party, and in addition to all other rights and remedies arising from such default, upon thirty (30) days prior written notice to the other party and where the defaulting party has failed to cure the default within the notice period.

General

Independent Contractor Multicard is acting hereunder as an independent contractor and shall have sole supervision of and responsibility for its authorized maintenance personnel.

Multicard Personnel Customer acknowledges that Multicard has specially trained personnel who perform maintenance services hereunder and agrees that during the term hereof Customer will not solicit or otherwise attempt to employ any such Multicard employee for the purpose of performing maintenance on any equipment serviced by Multicard.

Limitation of Liability Multicard shall not be liable for loss of use of any of the items of Covered Equipment or for any loss or damage occasioned by such loss of use or by any failure to maintain equipment properly. Multicard's liability hereunder shall be limited to the repair or replacement of any parts of items of Covered Equipment, which may be damaged solely as the result of negligence on the part of Multicard personnel. MULTICARD SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER DUE TO IN WHOLE OR IN PART TO ANY CAUSE BEYOND ITS CONTROL OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF CAUSE. MULTICARD DISCLAIMS ANY EXPRESS WARRANTIES NOT CONTAINED HEREIN AND IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Multicard's liability hereunder, for breach of warranty or otherwise, exceed the cost of replacement of the Covered Equipment.

Entire Agreement; Amendments This agreement represents the complete agreement between the parties with respect to the subject matter hereof and supersedes any contemporaneous or prior written or oral understandings or agreements with respect hereto. This agreement may not be altered or modified except in written document signed by both parties. This Agreement shall prevail in the event of any inconsistencies with the terms and conditions contained in a purchase order or other document provided by Customer.

Governing Law This agreement shall be governed by and construed in accordance with the laws of the state in which the equipment resides.

Assignment Multicard may assign any or all of its rights or delegate any or all of its obligations under this agreement without the consent of Customer. Customer may not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of Multicard.

Imprinter Addendum. When the Covered Equipment includes imprinter's and/ or data recorders, the following terms and conditions are made part of this Service Agreement.

Multicard shall provide remedial maintenance for imprinters on a batch basis. Herein at least four imprinters/data recorders must be in need of remedial maintenance before a service request is placed. The average response to said request is within 24 hours. Should Customer request such remedial maintenance when less than four units are in need of repair, the average response time is typically three to four working days. It is recommended that Customer have several spare units available for use while defective units are awaiting repair.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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



AMENDMENT NO. 3

The following amendments are hereby incorporated into the agreement documents for the below stated project:

**DOCUMENT CONVERSION SERVICES
GILA COUNTY CLERK OF THE BOARD**

LIN-CUM, INC.

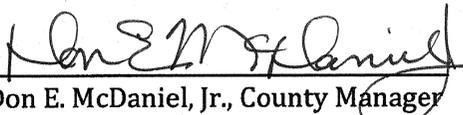
Effective September 15, 2010, Gila County and Lin-Cum, Inc., entered into an agreement whereby Lin-Cum agreed to provide document conversion storage services for the Gila County Clerk of the Board.

Amendment No. 3 will allow the agreement to be extended for twelve (12) months from September 15, 2012, to September 14, 2013, or until terminated by either party by written notice thirty (30) days prior to such termination.

All other terms and conditions of the original agreement shall remain the same during the term of the agreement.

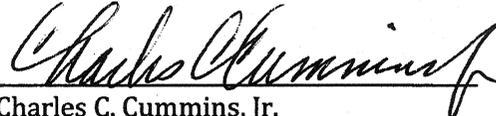
IN WITNESS WHEREOF, Amendment No. 3 to the Document Conversion Services Agreement has been duly executed by the parties hereinabove named, on this 15th day of August, 2012.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/14/12

LIN-CUM, INC.


Charles C. Cummins, Jr.
Vice President-Client Services

Date: 8-14-2012