PURSUANT TO A.R.S. SECTION 38-431.01, 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, JANUARY 22, 2013 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to approve Order No. LL-12-04, a liquor license application submitted by William Schneider for a new Series 12 restaurant license at Boston's Lake House Grill located in Roosevelt. **(Marian Sheppard)**

3 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to approve the hiring of Mr. Shawn Fuller for the position of Chief Deputy County Attorney, who will not engage in the private practice of law, at an annual salary agreed upon by the Board of Supervisors, which is consistent with the County Attorney's submitted reorganization plan. **(Berthan DeNero)**

B Information/Discussion/Action to approve an Agreement - Economic Development Grant between Gila County and Time Out Emergency and Transitional Domestic Violence Shelter in Payson for a grant not to exceed $10,000 to assist in providing services for the period February 1, 2013, through January 31, 2014; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Camille Levee**)

C Information/Discussion/Action to adopt Resolution No. 13-01-01 to approve additional regulatory signs at the intersection of Stallion Road and Vista Del Norte in Mesa Del Caballo, northeast of Payson, as shown on Exhibit "A" of the Resolution. **(Steve Sanders)**

D Information/Discussion/Action to adopt Resolution No. 13-01-02 to approve additional regulatory signs at the intersection of Caballero Road and Vista Del Norte in Mesa Del Caballo, northeast of Payson, as shown on Exhibit "A" of the Resolution. **(Steve Sanders)**

E Information/Discussion/Action to adopt Resolution No. 13-01-03 in support of the legislative priorities of the County Supervisors Association in the 2013 Arizona Legislative Session. **(John Nelson)**

F Information/Discussion/Action to adopt a revised Disclosure of Conflict of Interest Policy and Procedures, known as policy number BOS-HRS-007, changing the requirement to annually submit a Conflict of Interest Questionnaire, and if needed a Conflict of Interest Statement to the Human Resources Department. **(Don McDaniel)**

G Information/Discussion regarding Gila County Policy No. BOS-HRS-007 - Disclosure of Conflict of Interest. **(Berthan DeNero)**

H Information/Discussion/Action to approve the attached Final Draft Classification & Compensation Study Request for Proposals (RFP) and authorize staff to disseminate the RFP to the attached lists of consultants, publications and organizations. **(Don McDaniel)**

I Information/Discussion/Action to elect a Chairman and Vice-Chairman for the Board of Supervisors (BOS), which will become effective after the BOS meeting on January 22, 2013. **(Tommie Martin)**

J Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers; 3) Public Safety Personnel Retirement System Local Board; 4) Gila County Board of Health; 5) Gila County Local Emergency Planning Committee; 6) Central Arizona Governments Regional Council; 7) County Supervisors Association Legislative Policy Committee; 8) Eastern Arizona Counties Organization; 9) Environmental Economic Communities Organization; and 10) San Carlos Apache Tribe Partnership Steering Committee. **(Don McDaniel)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Approval of an Intergovernmental Agreement (new Contract No. ADHS 13-034421, which replaces Contract No. HG861265) between Gila County and the Arizona Department of Health Services in the amount of $191,702 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2013, through December 31, 2017.

B Ratification of the Board of Supervisors' approval for the electronic submission of a response from the Health Department to JBS International, Inc.'s Request for Proposal for the Adult Immunization Health Project beginning January 31, 2013, through September 13, 2013, in the amount of $24,006.67.

C Approval of Amendment No. 1 to Funding Agreement No. 152-12 between the Arizona Department of Housing (ADOH) and Gila County Division of Community Services, Housing Services, whereby the grant will be increased by the amount of the 2012 Community Development Block Grant Regional Award to the County in the amount of $104,276; extends the contract by 24 months and changes the number of units assisted to six, effective upon the date of execution by ADOH through March 30, 2016.

D Approval of Amendment No. 7 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action/Housing Services, changing the reimbursement ceiling for the service Case Management from $403,042 to $410,977, effective on the date of the last signature through June 30, 2013.

E Approval of Amendment No. 1 to Contract No. 10102 between Gila County and Central Arizona Association of Governments to continue to provide WIA Adult Program services for the period of July 1, 2012, through June 30, 2013, in the amount of $347,351 and an additional $150,000 which is being transfered from the Dislocated Worker Program to the Adult Program.

F Approval of Amendment No. 1 to Intergovernmental Agreement No. KR11-0111 (Attorney General Contract No. KR12-0087) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds for FY2013 in the amount of $65,271 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2014.

G Approval to adopt Resolution No. 13-01-04, which provides for a revolving line of credit for Gila County with J.P. Morgan Chase Bank, N.A. to be attached to all other related documents as approved by the Board of Supervisors on July 3, 2012, as requested by J.P. Morgan Chase Bank, N.A.

H Approval of a request by the Greater Grace Fellowship/Classic Celebration's non-profit organization to the use the Payson Complex grounds for a "Springfest" on April 27-28, 2013; the annual "Mountain High Arts and Crafts Bazaar" on May 25-27, 2013; and the annual "Zane Grey Days Festival" on October 5-6, 2013.

I Approval of a request to waive the fees submitted by the University of Arizona Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairgrounds' facilities for all 4-H activities in calendar years 2013 and 2014 (expiring December 31, 2014) subject to receiving a valid insurance certificate for the period March 1, 2014, to December 31, 2014, prior to March 1, 2014.

J Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a special event on February 9, 2013.

K Approval of the November 2012 monthly activity report submitted by the Payson Regional Constable.

L Approval of the December 2012 monthly activity report submitted by the Payson Regional Constable.

M Approval of the November 2012 monthly activity report submitted by the Globe Regional Constable's Office

N Approval of the November 2012 monthly activity report submitted by the Clerk of the Superior Court.

O Approval of the November 2012 monthly activity report submitted by the Recorder.

P Approval of the November 13, 2012, and December 18, 2012, BOE meeting minutes, and the December 4, 2012, BOS meeting minutes.

Q Acknowledgment of the Human Resources reports for the weeks of December 4, 2012, December 11, 2012, December 18, 2012 and December 25, 2012.

R Acknowledgement of contracts under $50,000 which have been approved by the County Manager for the weeks of December 3, 2012, to December 7, 2012; December 10, 2012, to December 14, 2012; December 17, 2012, to December 21, 2012; and December 24, 2012, to December 28, 2012.

S Approval of finance reports/demands/transfers for the weeks of December 25, 2012, January 8, 2013, January 15, 2013, and January 22, 2013.

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

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

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

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

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

ARF-1626 **Public Hearing 2- A**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-12-04, a Liquor License Application submitted by William Schneider for Boston's Lake House Grill LLC.

Background Information

William Schneider has submitted an application to the Arizona Department of Liquor Licenses and Control (Department) for a new Series 12 Restaurant license for Boston's Lake House Grill located in Roosevelt. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board's Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Community Development Division and the Health Department. The Health Department and Community Development Division have visited the establishment and don't have any issues with regard to other permits required by Gila County. Both departments have no objections with regard to this liquor license application.

Conclusion

This application has been reviewed by several County departments with no objections and no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the Department.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL-12-04, a liquor license application submitted by William Schneider for a new Series 12 restaurant license at Boston's Lake House Grill located in Roosevelt. **(Marian Sheppard)**

Attachments

Boston's Lake House Grill Application & Order

Boston's Lake House Grill Internal Reviews

Boston's Lake House Grill Sheriff's Affidavit of Posting

L-12-04

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*12 NOV 30 Liq. Lic. AM

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
(602) 542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, all owners, agents, Partners, Stockholders, Officers, or Managers employed in the day to day operations of the business must attend a Department approved liquor law training program. Proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☒ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☑ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12030084

1. Type of License(s): Restaurant

2. Total fees attached: $ 122 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

P1032835

1. Owner/Agent's Name: Mr./Ms. Schneider, William Russell
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Boston's Lake House Grill LLC 61049279
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Boston's Lake House Grill 61049280
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: ~~State Route 188, MM 234~~ WS 18808 N Hwy 188 Roosevelt Gila 85545
(Do not use PO Box Number) City County Zip

5. Business Phone: (928) 467-2626 Daytime Contact: Boston 928-200-5395

6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO

7. Mailing Address: P.O. Box 377, Roosevelt, AZ 85545
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type 12 $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100 (Application) _____ (Interim Permit) _____ (Agent Change) _____ (Club) 22 (Finger Prints) $ 122 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒YES ☐ NO

Accepted by: SG Date: 11/30/12 Lic. # _____

3/9/2012

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01. Class 6 only?

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'12 OCT 24 Liq. Dept AM11:39

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☒ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

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1. Name of Corporation/L.L.C.: BOSTON'S LAKE HOUSE GRILL LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 03/21/2006 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No: ~~L-1263318-3~~ Date authorized to do business in AZ: ~~03/21/2006~~

4. AZ L.L.C. File No: L-1263318-3 Date authorized to do business in AZ: 03/21/2006

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Schneider;	William	Russell	~~MANAGING~~ MEMBER ~~OWNER~~	P.O. Box 377,	Roosevelt, AZ 85545

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
NONE					
Schneider	William	Russell	100%	P.O. Box 408	Roosevelt AZ 85545

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____ Last First Middle

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3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle Entity: _____ (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)

3. Current Business Name: _____ (Exactly as it appears on license)

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4. Physical Street Location of Business: Street _____

City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: (Other than business) Street _____

City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____ (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ Day _____ Month _____ Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

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1. Current Business: (Exactly as it appears on license) Name _____
   Address _____

2. New Business: (Physical Street Location) Name _____
   Address _____

3. License Type: _____ License Number: _____

4. If more than one license to be transferred: License Type: _____ License Number: _____

5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02) ✓
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 30 miles Name of school Miami Public Schools
   Address Miami, AZ 85539
   City, State, Zip

2. Distance to nearest church: 3/4 mile Name of church Roosevelt Baptist Church, P.O. Box 375
   Address Roosevelt, AZ. 85545
   City, State, Zip

3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name Lake Water Investments
   Address 5500 E. Golder Ranch Rd. Tucson, AZ 85739
   City, State, Zip

4a. Monthly rental/lease rate $2500.00 What is the remaining length of the lease 3 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ -0- or other N/A
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ -0-
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant, Lunch & dinner

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation. '12 OCT 24 Liq. Dept AM11:39

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

William Robert Edwards
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

WS
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
If yes, what is your estimated opening date? January 1, 2013
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7. - (See attached plans)

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

WS
applicants initials

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SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See attached diagram

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'12 NOV 30 Liqr. Dept AM10:11

SECTION 16 Signature Block

I, William Rossett Schneider, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X William Schneider
(signature of applicant listed in Section 4, Question 1)

WENDY K. HUNSAKER
Notary Public - Arizona
Gila County
My Commission Expires
May 17, 2014

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this

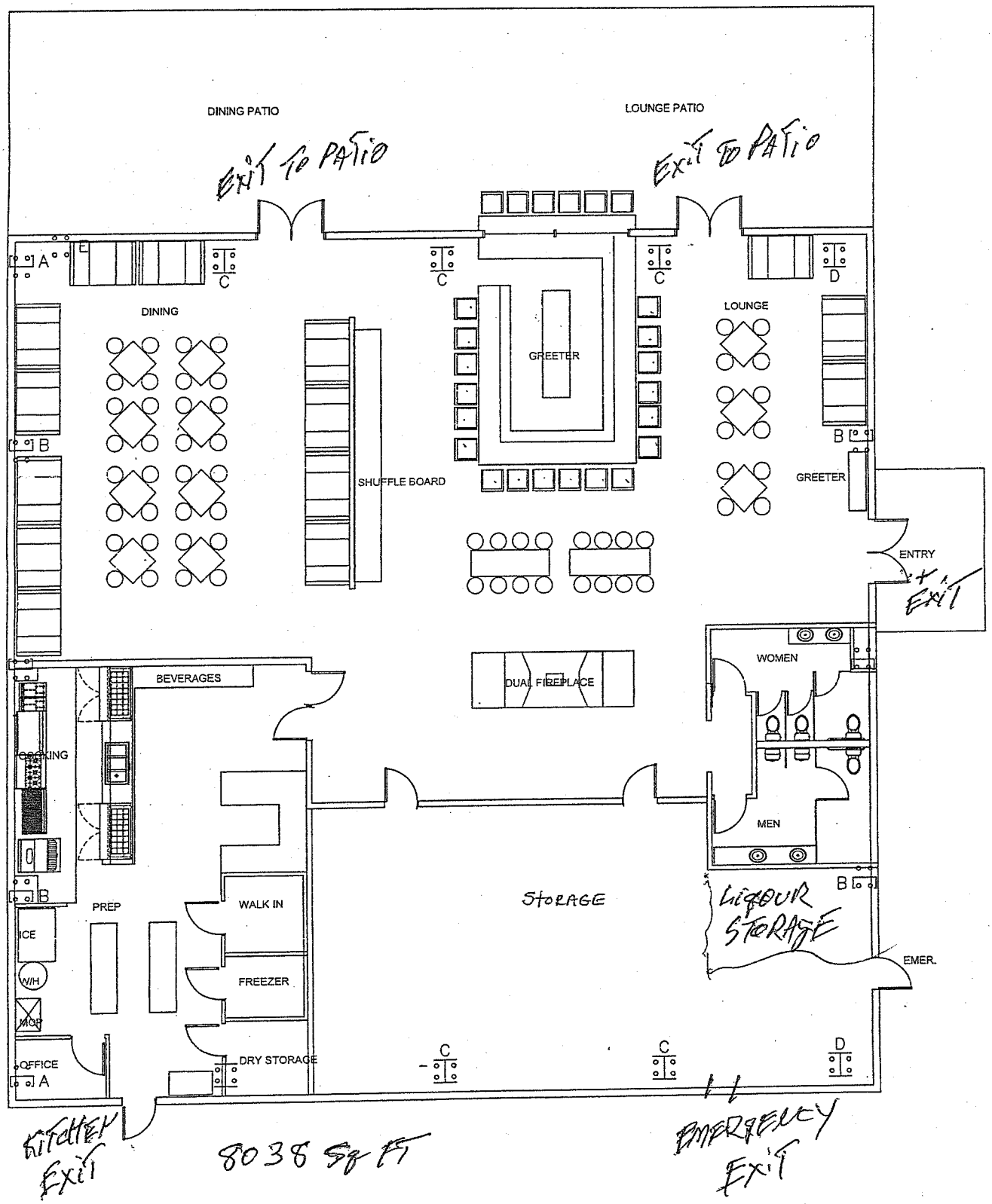
22 Day of October Month, 2012 Year

My commission expires on : 17 May 2014
Day Month Year

Wendy K. Hunsaker
signature of NOTARY PUBLIC

'12 OCT 24 Liqr. Dept AM11:39

'12 NOV 30 Liqr. Lic. AM10:11



BOSTON'S LAKE HOUSE GRILL

SCALE: 1/4" = 1'-0"

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF N/A STATE APPLICATION # 12043084

COUNTY OF GILA, ARIZONA. CITY/TOWN/COUNTY # LL-12-04

ORDER # LL-12-04.

At a regular meeting of the Gila County Board of Supervisors of the City/Town/County
(Regular or Special) (Governing Body)

of Gila County held on the 22nd day of January, 2013 the
(Day) (Month) (Year)

application of William Russell Schneider for a license to sell spirituous liquors at

the premises described in Application # LL-12-04, License Class Series 12 was considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of William Schneider for Boston's Lake House Grill LLC

is hereby recommended for approval
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

_____ CITY/TOWN/COUNTY CLERK

DATED AT Globe, Arizona, Gila County

This 22nd day of January, 2013.
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: December 3, 2012

TO: Michael O'Driscoll
Health and Emergency Services Division Director MS

FROM: Marian Sheppard, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on November 30, 2012. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date**.

Applicant:	William Russell Schneider
No./Type:	#12 – New Restaurant License
Business Name:	Boston's Lake House Grill LLC
Location:	18808 N. Hwy 188, Roosevelt, AZ
Current License Owner:	N/A
Location of License:	N/A

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to me as soon as possible.

__/__ No pending issues.

Issues pending, as follows:

_____

_____

Signed: Michael O'Driscoll 12/11/12
Michael O'Driscoll

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

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John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: December 3, 2012

TO: Joe Mendoza, Chief Building Official

FROM: Marian Sheppard, Chief Deputy Clerk of the Board MS

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on November 30, 2012. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant:	William Russell Schneider
No./Type:	#12 – New Restaurant License
Business Name:	Boston's Lake House Grill LLC
Location:	18808 N. Hwy 188, Roosevelt, AZ
Current License Owner:	N/A
Location of License:	N/A

Please indicate (below) whether this application meets zoning and building clearances and return to me as soon as possible.

****

This applicant does meet/does not meet the County's zoning clearance for this establishment. Signed: _____

This applicant does meet/does not meet the County's building clearance for this establishment. Signed: _____ 12/13/12

Building is still under construction but we do not anticipate any problems.

Thomas H. Melcher
Chief Deputy

James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

December 26, 2012
Gila County Sheriff's Office

Please direct the deputy to immediately notify Nancy Neumann at the Globe Sheriff's Office of the posting date. Nancy can be reached at (928) 402-8579.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting Form and all of the paperwork should immediately be sent to Nancy Neumann who will record the removal date and then forward to me all paperwork including this letter signed by the Sheriff.

I can be contacted at (928) 425-3231 ext. 8757 if you have questions.

Address of Posting: **18808 N Hwy 188 Roosevelt, AZ**

THE APPLICATION FOR THE LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ADDRESS LISTED FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

SIGNED: John R. Armer
Sheriff John R. Armer

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 12-5-12 Date of Posting Removal: 12-26-12

Applicant Name: SCHNEIDER (Last) WILLIAM (First) RUSSELL (Middle)

Business Address: 18808 N. HWY. 188 (Street) ROOSEVELT, (City) AZ (State) 85545 (Zip)

License #: 12043084

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez	Deputy	928-701-1550
Print Name of City/County Official	Title	Telephone #

Gilbert Olivarez	12 05 12
Signature	Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

ARF-1632 **Regular Agenda Item 3- A**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Berthan DeNero, Human Resources Director	Submitted By:	Erica Raymond, Human Resources Assistant, Human Resources
Department:	Human Resources		
Fiscal Year:	FY13	Budgeted?:	Yes
Contract Dates Begin & End:	n/a	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Proposed changes to positions in County Attorney's Office.

Background Information

The newly elected County Attorney is hiring a new Chief Deputy Attorney. Arizona Revised Statutes (ARS) Section 11-419 Paragraph E states, in part:

"a chief deputy county attorney shall not be appointed unless authorized by the Board of Supervisors who may authorize or prohibit the Chief Deputy from engaging in the private practice of law. The annual salary of the Chief Deputy shall be in an amount agreed upon by the County Attorney and the Board of Supervisors."

The County Attorney has put together a plan to reorganize a portion of his office and is requesting the Board's approval to hire a Chief Deputy who will not engage in the private practice of law and will receive an annual salary of $124,779.20.

Evaluation

The County Attorney's plan to reorganize a portion of his office includes the following changes:

Existing Positions	FTE	Grade-Step	Current Salary
Chief Deputy Attorney	(1.00)	70-10	$ 99,923.20
Chief Deputy Attorney	(1.00)	70-10	99,923.20
Dep Atty Principal (vac)(U)	(0.48)	63-1 (U)	28,308.80
Totals	(2.48)		$228,155.20

Proposed Positions	FTE	Grade-Step	Proposed Salary
Chief Deputy Attorney	(1.00)	75-14	$124,779.20
Deputy Attorney Principal	(1.00)	63-10	84,052.80
Delete Dep Atty Prin (vac)(U)	(0.00)	63-1	0.00
Totals	(2.00)		$208,832.00

Savings	**(0.48)**	**$ 19,323.20**

(U) – This position is now vacant but was previously under filled with a Deputy Attorney Senior at Grade 56 Step 1

Conclusion

Arizona Revised Statutes provide for the County Attorney to hire a Chief Deputy and establish a salary with the concurrence of the Board of Supervisors. The Attorney's proposal to hire a Chief Deputy includes a reorganization plan that will reduce the total number of full time equivalent (FTE) employees by .48 and reduce the salaries by $19,323.20. The County Attorney has concluded that this reorganization plan will allow him to better manage the office and still save the County money.

Recommendation

Staff recommends that, consistent with the submitted reorganization plan, the Board of Supervisors approve the hiring of Mr. Shawn Fuller for the position of Chief Deputy County Attorney, who will not engage in the private practice of law, at an annual salary of $124,779.20.

Suggested Motion

Information/Discussion/Action to approve the hiring of Mr. Shawn Fuller for the position of Chief Deputy County Attorney, who will not engage in the private practice of law, at an annual salary agreed upon by the Board of Supervisors, which is consistent with the County Attorney's submitted reorganization plan. **(Berthan DeNero)**

ARF-1585 **Regular Agenda Item 3- B**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Camille Levee, Executive Director	Submitted By:	Linda Rodriguez, Administrative Manager, County Manager
Department:	County Manager		
Fiscal Year:	2013	Budgeted?:	Yes
Contract Dates Begin & End:	February 1, 2013 thru January 31, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

FY 2013 Economic Grant Agreement in the sum of $10,000 for Time Out Emergency and Transitional Domestic Violence Shelter services in Payson.

Background Information

Programs and Services

Time Out offers comprehensive domestic violence services detailed below. The majority of individuals served reside in Gila County or in other communities throughout Arizona. Our emergency shelter serves women and children from any area inside or outside of Arizona--there are no geographic restrictions.

Crisis Intervention

Our crisis line is accessible 24 hours day. Call 928-472-8007. Hotline operators are bilingual (English/Spanish). V/TTY is always available. The V/TTY designation indicates that the hotline can be called with both an ordinary telephone and a teletype device (TTY), so it is accessible to people with speech and hearing disabilities.

Residential Programs

• Emergency shelter for women and their children. Includes basic essentials and a broad
range of supportive services
• Transitional housing for families leaving the emergency shelter
• Help with locating affordable housing For more information or to seek help, email or call: 928-472-8007

Individual and Family Strengthening

• Advocacy
• Safety planning
• Community resource information and linkages
• Health and wellness focus

• Parenting classes
• Case management

Economic Independence Support
• Life skills workshops
• Linkages to literacy, education and training programs
• Career planning and job search skills workshops
• Job search assistance
• Emergency financial assistance, as available
• Financial literacy training

Support for Healing
• Therapy including treatment for Post-Traumatic Stress Disorder
• Individual and family counseling
• Domestic violence support groups

Services for Children
• Support groups
• Structured after school activities
• Community projects
• Healing garden

Lay Legal Advocacy
• Assistance with protective orders, court accompaniment, translation services
• Victim Compensation claim assistance
• Transportation to court
• Help with obtaining police reports, records, bills, etc.
• Help with certain expenses in relation to court appearances
• Notification of court proceedings

To access our Lay Legal Advocate, email or call: 928-472-8007

Strengthening the Community Response
• Domestic violence awareness and prevention workshops
• Training for community and public sector organizations
• Annual Walk to End Domestic Violence

Evaluation

The support of Gila County is critical to the success of the Time Out Emergency and Transitional Domestic Violence Shelter.

Conclusion

Time Out Emergency and Transitional Domestic Violence Shelter is in need of the County's support in approving the economic development agreement to appropriate the funds for the purpose determined to benefit the public and improve or enhance the economic welfare of the inhabitants of the county.

Recommendation

Staff recommends that the Board of Supervisors approve the Economic Grant in the sum of $10,000 for Time Out Emergency and Transitional Domestic Violence Shelter services in Payson.

Suggested Motion

Information/Discussion/Action to approve an Agreement - Economic Development Grant between Gila County and Time Out Emergency and Transitional Domestic Violence Shelter in Payson for a grant not to exceed $10,000 to assist in providing services for the period February 1, 2013, through January 31, 2014; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Camille Levee)**

Attachments

Time Out Letter

Time Out Demand

Time Out W-9

Time Out Agreement

Legal Explanation

TIME OUT INC.

PROGRAMS OF HOPE

October 1, 2012

Mr. John Nelson
Deputy County Manager
1400 E. Ash Street
Globe, AZ 85501

Dear Mr. Nelson:

Enclosed you will find the forms, *Demand on Gila County, Arizona,* and the W-9 that we send to you annually. Time Out is very fortunate that Gila County has been able to help through the years.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter

Sincerely,

Camille Levee
Executive Director

Enclosures
1) Demand on Gila County, AZ
2) Form W-9

PO BOX 306, PAYSON, AZ 85547 • toshelt@npgcable.com
CRISIS LINE: 928-472-8007 • BUSINESS LINE: 928-468-8635 • FAX:928-472-8747

Demand on Gila County, Arizona

Payson....., Arizona October 1, 2012

Time Out, Inc.....Presents this demand on the County of Gila for the sum of.....Ten Thousand Dollars and no/100..... Dollars

FY 2012-2013

DATE	ITEMIZED STATEMENT		AMOUNT
10/1/2012	Fiscal Year 2012 - 2013 Appropriation for Time Out, Inc. A Domestic Violence Shelter Time Out, Inc. P.O. Box 306 Payson, AZ 85547		
	TOTAL		10,000.00

APPROVED

Jerry D. Smith

I do solemnly declare under penalties of perjury the the above and foregoing is a just and true account against the County of Gila: that the services or goods therein stated and itemized have been furnished or performed by me: that the items thereunto annexed are true and correct in every particular, and that no part thereof has been paid,and that I am not indebted in any manner to the County of Gila.

NOTICE: The board of Supervisors meets the first Monday of each month. Demands must be filed one day prior to meeting.
(See portions of Arizona Revised Statues printed on the reverse side of Demand.)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Time Out, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Exempt payee

☑ Other (see instructions) ▶ 501(c)3 non-profit corporation

Address (number, street, and apt. or suite no.)
PO Box 306

Requester's name and address (optional)
Gila County
1400 E. Ash Street
Globe, AZ 85501

City, state, and ZIP code
Payson, AZ 85547

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

Employer identification number
8	6	–	0	7	2	3	0	5	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9-20-12

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

AGREEMENT
BETWEEN
GILA COUNTY
AND
TIME OUT, INC.

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2012, by and between Gila County, hereinafter referred to as "County" and Time Development, Inc., hereinafter referred to as "Time Out".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to Time Out in order to further the economic development potentials of an Emergency and Transitional Domestic Violence Shelter within the County; and

WHEREAS, the Gila County Board of Supervisors finds that Time Out provides comprehensive domestic violence services, which include, but are not limited to, Crisis Intervention, Residential Programs, Individual and Family Strengthening, Economic Independence Support, Support for Healing, Services for Children, Lay Legal Advocacy and Strengthening Community Response; and

WHEREAS, Time Out has requested funding to assist with their programs and services for the welfare of the inhabitants of the County; and

WHEREAS, the County has determined that the purpose of this funding request is vital to assist in the enhancement of the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide $10,000 in an Economic Development Grant to the Time Out to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of $10,000 in the form of an Economic Development Grant to Time Out for the benefit of the public and inhabitants of Gila County and other communities throughout Arizona.

2. The Grant will be used by Time Out for the continuance and upgrade of existing programs and services.

3. Time Out agrees to include a statement crediting and acknowledging the County's Economic Development Grant in all literature advertising their services.

4. Notices
   All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Time Out, Inc. Attn: Camille Levee P.O. Box 306 Payson, Arizona 85547	Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: Time Out shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act or omission with performance of this Agreement, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Time Out does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITTNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

TIME OUT, INC.

_____
Camille Levee
Executive Director

ATTEST

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

APPROVED AS TO FORM

_____
Bryan B. Chambers, Chief Deputy County Attorney

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-1602 **Regular Agenda Item 3- C**

Regular BOS Meeting

Meeting Date: 01/22/2013

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

Adopt Resolution No. 13-01-01 for Regulatory Sign Installation

Background Information

The Gila County Engineering Department recently performed an engineering warrant study on the intersection of Stallion Road and Vista Del Norte in Mesa Del Caballo, which is located northeast of Payson, to determine the best way to sign the intersection. The intersection consists of a "T" intersection with Vista Del Norte ending at Stallion Drive.

Evaluation

The study determined that additional signage was warranted.

Conclusion

The additional signage will consist of two new stop signs at the intersection as shown on the attached map. This will create a three-way stop at the intersection. Stopping traffic in all directions will provide for a safer intersection for the public.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 13-01-01.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-01-01 to approve additional regulatory signs at the intersection of Stallion Road and Vista Del Norte in Mesa Del Caballo, northeast of Payson, as shown on Exhibit "A" of the Resolution. **(Steve Sanders)**

Attachments

Resolution No. 13-01-01

Map

RESOLUTION NO. 13-01-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE PLACEMENT OF A REGULATORY STOP SIGN AT THE INTERSECTION OF STALLION ROAD AND VISTA DEL NORTE IN MESA DEL CABALLO, GILA COUNTY, ARIZONA

WHEREAS, the Gila County Board of Supervisors desires to provide maximum protection to the users of roads, streets, and highways in Gila County; and,

WHEREAS, said Board of Supervisors acknowledges the State of Arizona has adopted the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, with some exceptions (A.R.S. §28-641, State Sign Manual); and,

WHEREAS, in accordance with A.R.S. §28-643, Local Traffic Control Devices, which states, *"Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641."* and,

WHEREAS, official recognition of the proper position of regulatory types of signs is required to provide legal enforcement.

NOW, THEREFORE, BE IT RESOLVED that the intersection of Stallion Road and Vista Del Norte, be signed in accordance with the attached EXHIBIT "A".

PASSED AND ADOPTED this 22nd day of January 2013, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

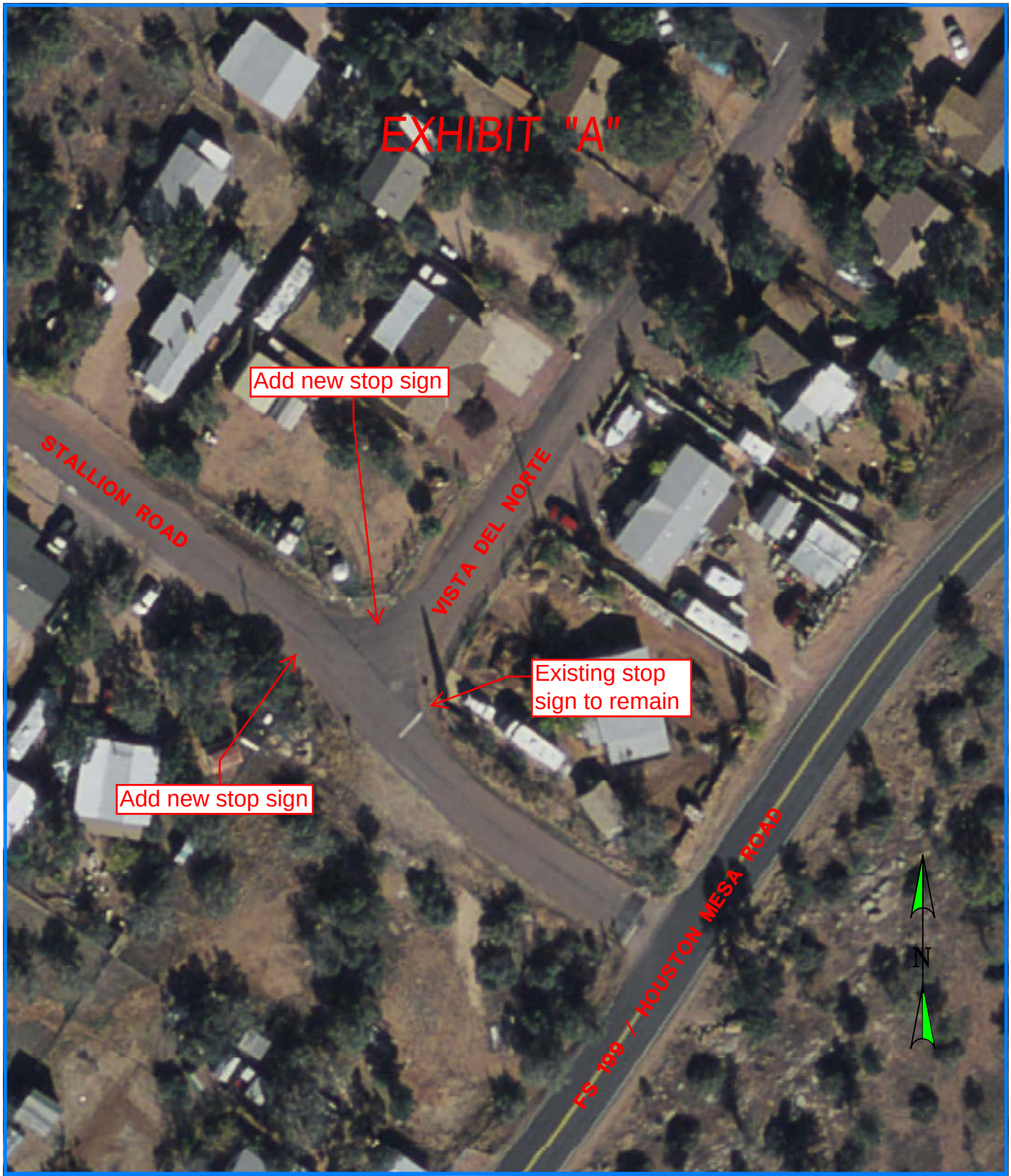
_____ _____

Marian Sheppard, Chief Deputy Clerk Tommie C. Martin, Chairman

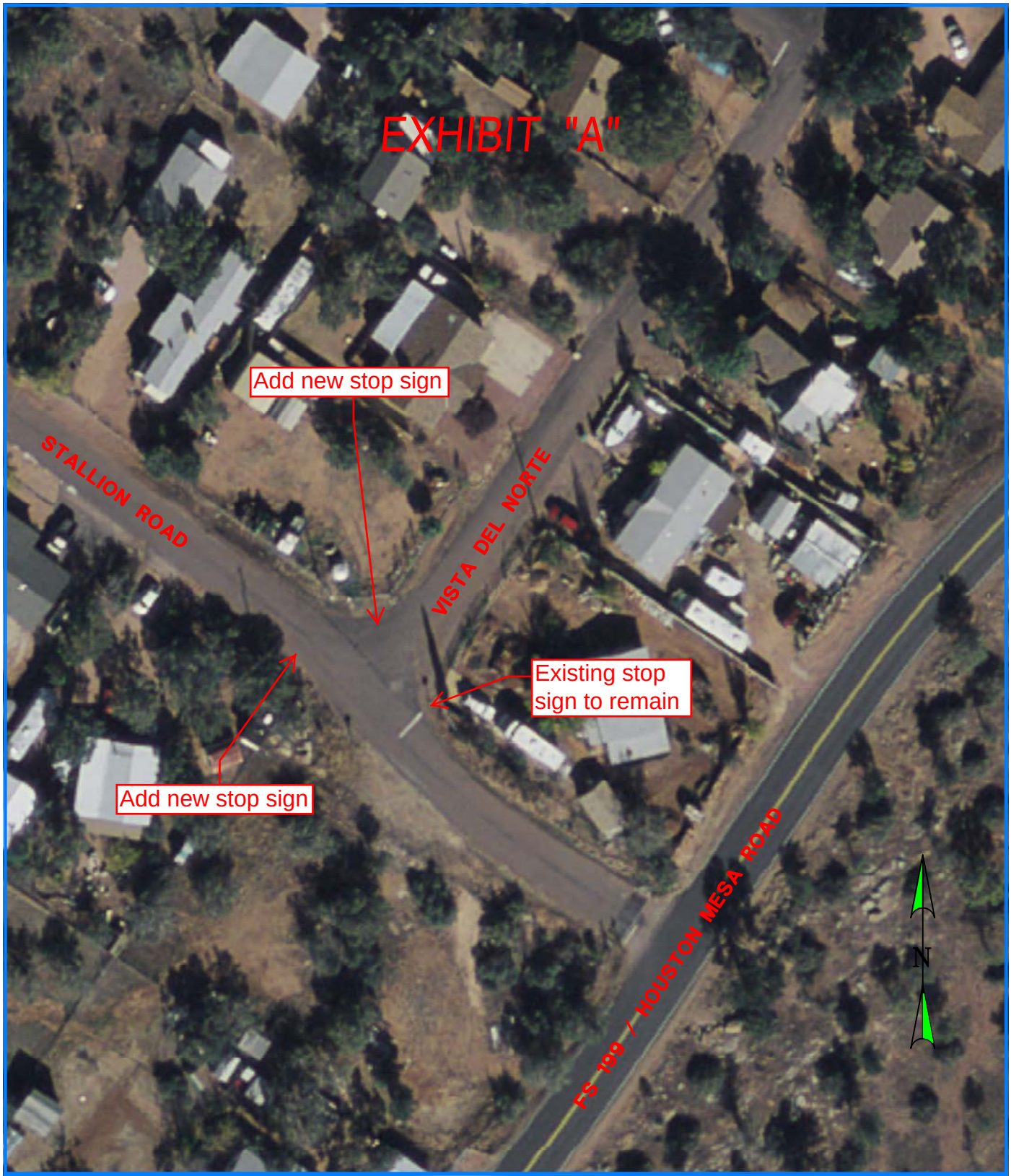
Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney



ISSUED:	Gila County Public Works	STOP SIGN DETAIL	THE GREAT SEAL OF GILA COUNTY ARIZONA 1881
12-03-12	STEVE STRATTON, DIRECTOR	Stallion Road and Vista Del Norte	SHEET 1 OF 1
REVISED:	745 N. Rose Mofford Way, Globe, AZ 85501 (928) 425-3231 FAX (928) 425-8104		



ISSUED:	Gila County Public Works	STOP SIGN DETAIL	THE GREAT SEAL OF GILA COUNTY ARIZONA 1881
12-03-12	STEVE STRATTON, DIRECTOR	Stallion Road and Vista Del Norte	SHEET 1 OF 1
REVISED:	745 N. Rose Mofford Way, Globe, AZ 85501 (928) 425-3231 FAX (928) 425-8104		

ARF-1603 **Regular Agenda Item 3- D**

Regular BOS Meeting

Meeting Date: 01/22/2013

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

Adopt Resolution No. 13-01-02 for Regulatory Sign Installation

Background Information

The Gila County Engineering Department recently performed an engineering warrant study on the intersection of Caballero Road and Vista Del Norte in Mesa Del Caballo, which is located northeast of Payson, to determine the best way to sign the intersection. The intersection consists of a "T" intersection with Caballero ending at Vista Del Norte.

Evaluation

The study determined that additional signage was warranted.

Conclusion

The additional signage will consist of two new stop signs at the intersection as shown on the attached map. This will create a three-way stop at the intersection. Stopping traffic in all directions will provide for a safer intersection for the public.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 13-01-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-01-02 to approve additional regulatory signs at the intersection of Caballero Road and Vista Del Norte in Mesa Del Caballo, northeast of Payson, as shown on Exhibit "A" of the Resolution. **(Steve Sanders)**

Attachments

Resolution No. 13-01-02

Map

RESOLUTION NO. 13-01-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE PLACEMENT OF A REGULATORY STOP SIGN AT THE INTERSECTION OF CABALLERO ROAD AND VISTA DEL NORTE IN MESA DEL CABALLO, GILA COUNTY, ARIZONA

WHEREAS, the Gila County Board of Supervisors desires to provide maximum protection to the users of roads, streets, and highways in Gila County; and,

WHEREAS, said Board of Supervisors acknowledges the State of Arizona has adopted the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, with some exceptions (A.R.S. §28-641, State Sign Manual); and,

WHEREAS, in accordance with A.R.S. §28-643, Local Traffic Control Devices, which states, *"Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641."* and,

WHEREAS, official recognition of the proper position of regulatory types of signs is required to provide legal enforcement.

NOW, THEREFORE, BE IT RESOLVED that the intersection of Caballero Road and Vista Del Norte, be signed in accordance with the attached EXHIBIT "A".

PASSED AND ADOPTED this 22nd day of January 2013, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

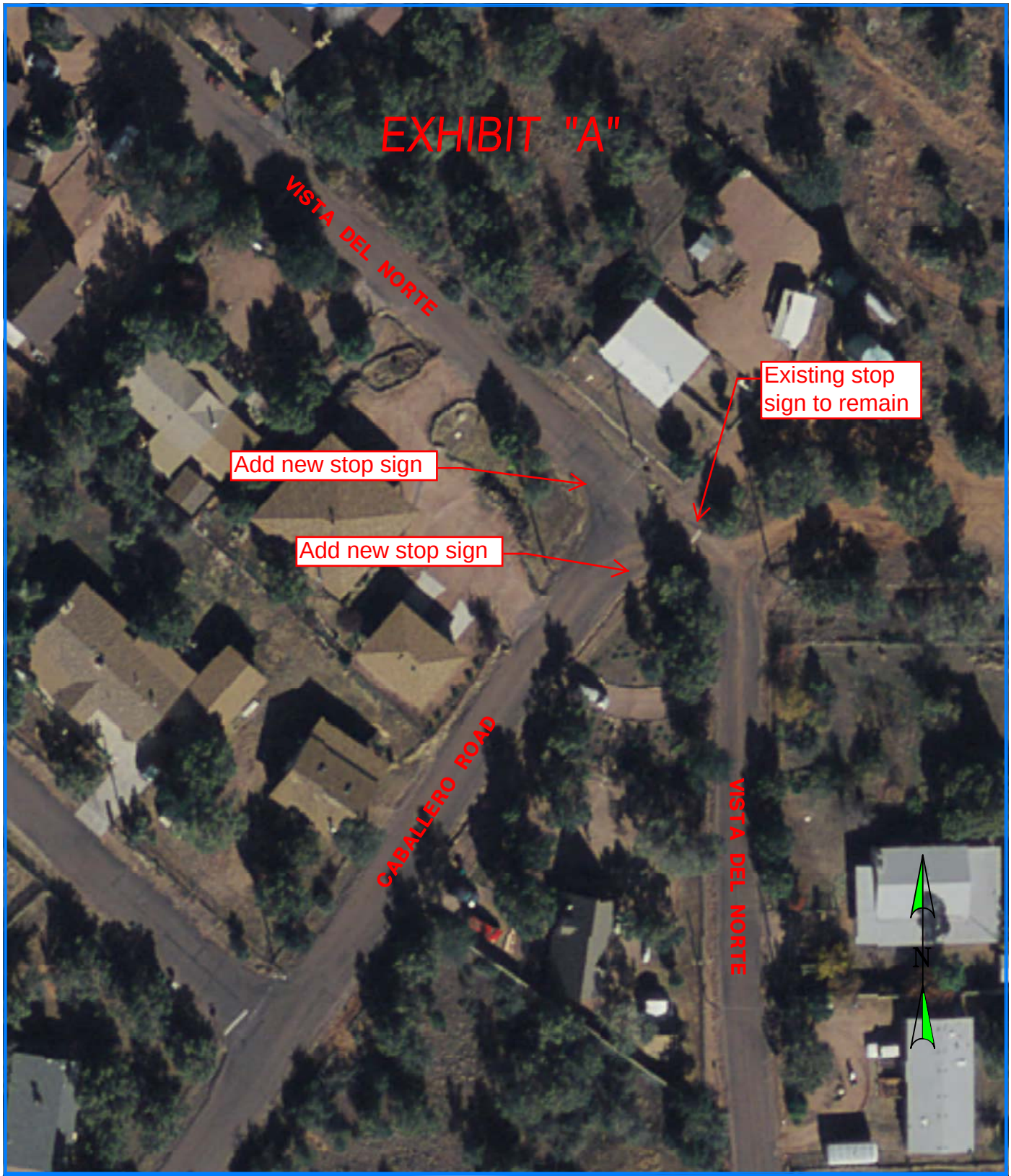
_____ _____

Marian Sheppard, Chief Deputy Clerk Tommie C. Martin, Chairman

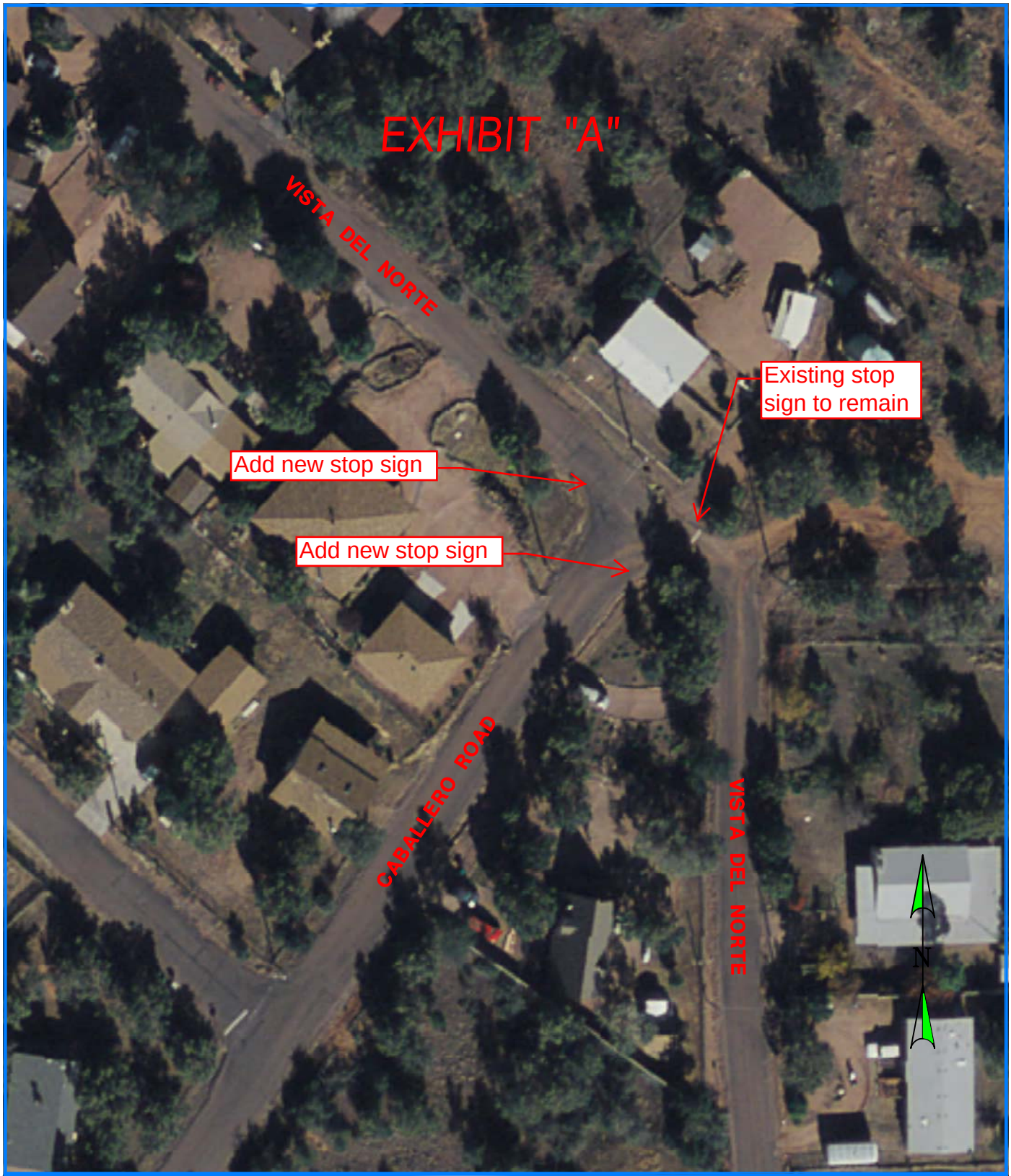
Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney



ISSUED:	Gila County Public Works	STOP SIGN DETAIL	
12-03-12	STEVE STRATTON, DIRECTOR	Caballero Road and Vista Del Norte	SHEET 1 OF 1
REVISED:	745 N. Rose Mofford Way, Globe, AZ 85501 (928) 425-3231 FAX (928) 425-8104		



ISSUED:	Gila County Public Works	STOP SIGN DETAIL	
12-03-12	STEVE STRATTON, DIRECTOR	Caballero Road and Vista Del Norte	SHEET 1 OF 1
REVISED:	745 N. Rose Mofford Way, Globe, AZ 85501 (928) 425-3231 FAX (928) 425-8104		

ARF-1594 **Regular Agenda Item 3- E**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: John Nelson, Deputy County Manager/Clerk

Submitted By: Janice Cook, Administrative Services Manager, Deputy County Manager

Department: Deputy County Manager

Information

Request/Subject

Adopt Resolution No. 13-01-03.

Background Information

The County Supervisors Association (CSA) held its annual Legislative Retreat in October, 2012, to formulate, in collaboration with the supervisors from all fifteen Arizona counties, its legislative issues and priorities for the 2013 legislative session. CSA is now requesting that a resolution be adopted by each County Board of Supervisors in support of its Legislative Priorities and setting forth the impact upon counties by the shift of costs from the state, reduced federal revenues, depressed net assessed values, unfunded state and federal mandates -- all of which have lead to cuts in county services, employee layoffs and cuts in compensation and/or benefits, and postponement of capital purchases.

Evaluation

The staff of CSA will begin its work on the priorities formulated at the annual Legislative Retreat when the Arizona Legislature convenes in 2013. CSA has requested a resolution from all fifteen Arizona county Boards of Supervisors supporting the Legislative Agenda, in particular:

•County payments to the Arizona State Hospital for Sexually Violent Prisoners
•Reinstatement of the counties' shares of state lottery revenue
•Full funding of local Highway User Revenue Funds

Conclusion

The staff at CSA desires to present a united front on behalf of Arizona's counties when dealing with legislators in pursuit of its Legislative Agenda. This resolution will aid CSA in demonstrating that it represents the collective best interests of the counties.

Recommendation

Administration recommends approval and adoption of this resolution.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-01-03 in support of the legislative priorities of the County Supervisors Association in the 2013 Arizona Legislative Session. **(John Nelson)**

Attachments

Resolution 13-01-03

RESOLUTION NO. 13-01-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, REQUESTING THAT THE ARIZONA STATE LEGISLATURE ACT TO RESTORE LOTTERY AND HIGHWAY USER REVENUE FUNDING TO COUNTIES AND ELIMINATE PAYMENTS TO THE ARIZONA STATE HOSPITAL FOR SEXUALLY VIOLENT CRIMINALS

WHEREAS, Arizona counties have absorbed over $330 million in state budget impacts since 2008, including $42 million in impacts in fiscal year 2013 alone, and

WHEREAS, these have included over $94 million in diverted Highway User Revenue Fund (HURF) revenue, and $87 million in other program shifts such as housing sexually violent prisoners at the Arizona State Hospital, and

WHEREAS, these cost shifts have inflicted significant financial pressures on counties already reeling from the financial effects of the most recent recession, and

WHEREAS, counties face recently eliminated revenue streams from the state, including the county share of lottery revenues generated by local communities across the state, and

WHEREAS, counties also face significant reductions in revenue from federal programs, including Payment in Lieu of Taxes, Secure Rural Schools, and grants supporting public safety, health services and community development, and unprecedented uncertainty from the looming impacts of the federal sequestration, and

WHEREAS, counties have neither the financial capacity to pay for additional state costs or the statutory ability to influence state administration of different programs they are required to fund, and

WHEREAS, in contrast to the state and federal governments, Arizona counties responded quickly to the recession by making real cuts to county spending, including suspending capital construction projects, freezing major purchases, laying off employees and decreasing employee compensation, and

WHEREAS, improving state revenues do not reflect county financial conditions as net assessed valuations continue to be depressed, leading to a lag in any type of meaningful recovery of property tax

revenue, and

WHEREAS, the combination of stagnant and eliminated local revenues, decreasing federal funding, and escalating state costs is intensifying an already-challenging financial situation for Arizona counties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gila County that the Arizona State Legislature is hereby implored to take the following actions to provide Arizona counties with the financial stability necessary to continue providing state services to local residents:

- Eliminate county payments to the Arizona State Hospitals for Sexually Violent Prisoners
- Reestablish payments to the counties reflecting the county share of state lottery revenues
- Fully fund local HURF dollars

PASSED AND ADOPTED this 22nd day of January, 2013, by the Board of Supervisors at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Chief Deputy Clerk Tommie C. Martin, Chairman

ARF-1646 **Regular Agenda Item 3- F**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Don McDaniel Jr. Submitted By: Marian Sheppard, Chief Deputy Clerk, BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of revised Policy No. BOS-HRS-007 - Disclosure of Conflict of Interest Policy and Procedures

Background Information

On December 13, 2005, the Board of Supervisors adopted a Disclosure of Conflict of Interest Policy, named as policy number BOS-4-2005.

On August 20, 2012, the Board of Supervisors adopted a revised Disclosure of Conflict of Interest Policy and Procedures with a new policy number of BOS-HRS-007to replace policy number BOS-4-2005. The policy and procedures were revised to require that every Gila County public officer and employee must complete a Conflict of Interest Questionnaire and submit it to the Chief Deputy Clerk of the Board of Supervisors on an annual basis. In addition, if the Gila County public officer or employee determines that he/she has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County then the Policy and Procedures require that public officer or employee must fill out and submit a Conflict of Interest Statement to the Chief Deputy Clerk of the Board of Supervisors.

Evaluation

After further review by the Gila County Countywide Policy Review Committee, it was determined that since the Human Resources Department is the official record keeper of all personnel files, it would be best for that department to assume the responsibility for issuing a reminder to all County public officers and employees during the first Board of Supervisors' meeting of each year that the Conflict of Interest Questionnaire, and if needed a Conflict of Interest Statement must be filled out and submitted to the appropriate department, and ensuring that all Questionnaires and Statements have been filed within the required time frame.

Conclusion

The only change to the revised Policy and Procedures is that the Questionnaire and Statements must now be submitted to the Human Resources Department instead of the Chief Deputy Clerk of the Board.

Recommendation

The Gila County Countywide Policy Review Committee recommends that the Board of Supervisors adopt revised policy number BOS-HRS-007.

Suggested Motion

Information/Discussion/Action to adopt a revised Disclosure of Conflict of Interest Policy and Procedures, known as policy number BOS-HRS-007, changing the requirement to annually submit a Conflict of Interest Questionnaire, and if needed a Conflict of Interest Statement to the Human Resources Department. **(Don McDaniel)**

Attachments

Revised Disclosure of Conflict of Interest Policy and Procedures

Gila County Policy DISCLOSURE OF CONFLICT OF INTEREST	Policy Number: BOS-HRS-007 Adopted by BOS 12-13-2005 (Former Number: BOS-4-2005) Revised: 08-20-2012, 01-22-2013	Page 1 of 1

I. **PURPOSE:**

The purpose of this policy is to ensure compliance with A.R.S. § 38-501 through §38-511. It is designed to preserve and promote the integrity of the workplace throughout Gila County.

DEPARTMENTS AFFECTED: All Gila County Divisions/Departments and Elected Offices.

II. **POLICY:**

Annually, all public officers and employees shall complete a Conflict of Interest Questionnaire, and if needed a Conflict of Interest Statement and submit it to the Human Resources Department, which is the official keeper of records for County personnel. Employee includes all persons employed on a full-time, part-time, and contract basis.

SIGNATURES:

_____ _____

CHAIRMAN, BOARD OF SUPERVISORS **DATE**

+ See attached administrative procedures.

GILA COUNTY DISCLOSURE OF CONFLICT OF INTEREST PROCEDURES

I. DEFINITIONS:

A. Relative

Relative means spouse, child, child's child, parents, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse, a substantial interest of a relative is considered a substantial interest of the employee.

B. Substantial Interest

A substantial interest specifically means any pecuniary (monetary) or proprietary (ownership) interest, either direct or indirect, other than a remote interest. Any substantial interest of an employee or an employee's relative must be disclosed by the employee, who must also refrain from participating in any manner in the relevant contract, purchase, or decision.

C. Remove Interest Defined

Remote interests do not need to be disclosed and do not prevent participation in an official capacity because they are not considered significant enough to influence a public decision maker.

Remote interest means:
(a) That of a nonsalaried officer of a nonprofit corporation.
(b) That of a landlord or tenant of the contracting party.
(c) That of an attorney of a contracting party.
(d) That of a member of a nonprofit cooperative marketing association.
(e) The ownership of less than three percent of the shares of a corporation, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.
(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.

(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.
(h) That of a public school board member when the relative involved is not a dependent, as defined in section 43-1001, or spouse.
(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment upon the officer, employee or his relative, of any of the following:
(i) Another political subdivision.
(ii) A public agency of another political subdivision.
(iii) A public agency except if it is the same government entity.
(j) That of a member of a trade, business occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

D. Other pertinent definitions can be found in A.R.S. § 38-502.

II. PROCEDURES:

A. General Requirements and Objective

Arizona law requires that any Gila County public officer or employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service of decision of Gila County to make the interest known in the County's official records; and to refrain from any participation in an official capacity in the contract, sale, purchase service or decision. (A.R.S. § 38-501 *et seq.*). Employee includes all persons employed on a full-time, part-time, and contract basis.

The object of conflict of interest statutes is to remove or limit the possibility of personal influence which might bear upon an official's decision.

B. Responsibilities of Employees

Any employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County shall promptly do two things:

1. make known that interest in the files maintained by the Human Resources Department; and

2. refrain from voting or participating in the employee's official capacity in any manner in the contract, sale, purchase, service or decision.

C. Appearance of Impropriety and the Gila County Standard of Conduct Policy

It is important to recognize that the appearance of a conflict of interest may also damage public trust and confidence in local government and may impair Gila County's ability to conduct its legitimate operations. For this reason, employees are required to scrutinize their actions to avoid situations where their official acts appear to affect their own or their relatives' private or business interests. All County employees must adhere to Gila County's Merit System Rules and Policies - Rule 6 - Standards of Conduct.

D. Violations

Violations of A.R.S. § 38-501 *et. seq.*, this policy or departmental procedures shall be handled in accordance with the Gila County Merit System Rules and Policies. Employees who violate A.R.S. § 38-501 *et. seq.,* may also be subject to criminal prosecution and forfeiture of employment, as provided by law.

Attachment A

CONFLICT OF INTEREST QUESTIONNAIRE

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

Pursuant to Arizona Revised Statutes § 38-501 thru § 38-511, every public officer or employee of Gila County who has a "substantial interest" in any contract, sale, purchase, service or decision involving any department or elected official of Gila County government, shall "make that interest known in the official records of Gila County" and shall refrain from voting upon or otherwise participating in any manner in such contract, sale, purchase, service or decision.

All elected officials and employees of Gila County government shall complete, sign, and return this Questionnaire to the Human Resources Department.

If the answer to any of the following questions is in the affirmative (Yes), then the elected official or employee must "make known the substantial interest" by filing the **Gila County Conflict of Interest Statement** with the Human Resources Department:

1. Do you OR any of your relatives have currently or expect to have within the next 12 months, a substantial interest in any contract, sale, purchase, or service with Gila County government including any of its elected officials?

   YES____ or NO____

2. Do you OR any of your relatives currently or expect to have within the next 12 months, a substantial interest in any decision of Gila County government including any of its elected officials?

   YES ____ or NO ____

3. Do you OR any of your relatives currently supply any equipment, material, supplies or services (outside of services related to your employment) to Gila County government including any of its elected officials and/or have you or any of your relatives received the award or contract without going through a public competitive bidding process?

   YES ____ or NO ____

Definitions per Arizona Revised Statutes § 38-501- § 38-511:

RELATIVE means, spouse, child, grandchild, parent, grandparent, brother, sister, of the whole or half blood, and their spouses and the parent, brother, sister, or child of a spouse.

SUBSTANTIAL INTEREST specifically means, any pecuniary (monetary) or proprietary (ownership) interest, either direct or indirect, other than a remote interest.

REMOTE INTEREST means:
(a) That of a nonsalaried officer of a nonprofit corporation.
(b) That of a landlord or tenant of the contracting party.
(c) That of an attorney or a contracting party.
(d) That of a member of a nonprofit cooperative marketing association

(e) The ownership of less than three percent of the shares of a corporation, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.
(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.
(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.
(h) That of a public school board member when the relative involved is not a dependent, as defined in section 43-1001, or a spouse.
(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment upon the officer, employee or his relative, of any of the following:

(i) Another political subdivision.
(ii) A public agency of another political subdivision.
(iii) A public agency except if it is the same government entity.

(j) That of a member of a trade, business occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

OTHER PERTINENT DEFINITIONS can be found in A.R.S. § 38-502.

I have read, and signed this one (1) page **Conflict of Interest Questionnaire** this____ day of _____, 20___, and I understand that I must file a **Conflict of Interest Statement** with the Gila County Human Resources Department if I answer YES to any of the above questions.

_____
Signature

Attachment B

GILA COUNTY
CONFLICT OF INTEREST STATEMENT
(Elected Official/Employee)

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION

Pursuant to A.R.S. § 38-501 through § 38-511, I, _____, hereby make known my substantial interest as described below:

(Attach additional documentation if necessary.)

1. I currently have or expect to have within the next 12 months, a substantial interest in a contract, sale, purchase, or service with Gila County government including any of its elected officials, as follows:

_____
_____
_____
_____

2. I currently have or expect to have within the next 12 months, a substantial interest in a decision of Gila County government including any of its elected officials, as follows:

_____
_____
_____
_____

I hereby file this **Conflict of Interest Statement** with the Human Resources Department and agree to refrain from voting or otherwise participating in any manner as an elected official or employee in such contract, sale purchase, service or decision.

Signed the _____day of _____20__

Received by:

_____
Name and Title

_____
Elected Official/Employee

_____
Signature Date

Attachment C

GILA COUNTY
CONFLICT OF INTEREST STATEMENT
(Relative)

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION

Pursuant to A.R.S. § 38-501 through § 38-511, I, _____, hereby make known my relatives' substantial interest as described below:

(Attach additional documentation if necessary.)

1. My relative currently has or expects to have within the next 12 months, a substantial interest in a contract, sale, purchase, or service with Gila County government including any of its elected officials, as follows:

   _____
   _____
   _____
   _____

2. My relative currently has or expects to have within the next 12 months, a substantial interest in a decision of Gila County government including any of its elected officials, as follows:

   _____
   _____
   _____
   _____

RELATIVE means, spouse, child, grandchild, parent, grandparent, brother, sister, of the whole or half blood, and their spouses and the parent, brother, sister, or child of a spouse.

I hereby file this **Conflict of Interest Statement** with the Human Resources Department and agree to refrain from voting or otherwise participating in any manner as an elected official or employee in such contract, sale, purchase, service or decision.

Signed the _____day of _____20__

Received by:

_____
Name and Title

_____
Elected Official/Employee

_____
Signature Date

ARF-1601 **Regular Agenda Item 3- G**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Disclosure of Conflict of Interest Policy No. BOS-HRS-007 - Annual Reminder

Background Information

On December 13, 2005, the Board of Supervisors adopted policy number BOS-4-2005 - Disclosure of Conflict of Interest. This policy applies to all public officers and employees of Gila County. Employee includes all persons employed on a full-time, part-time and contract basis.

This policy was adopted in accordance with Arizona Revised Statutes § 38-501 thru § 38-511. The object of conflict of interest statutes is to remove or limit the possibility of personal influence which might bear upon an official's decision.

On August 20, 2012, the Board of Supervisors adopted a revised Disclosure of Conflict of Interest Policy and at that time the policy number was also changed to BOS-HRS-007. The revised policy requires that annually all public officers and employees of Gila County must complete a Conflict of Interest Questionnaire.

The agenda item on the January 22, 2013, which was listed prior to this agenda item was to request that the Board of Supervisors adopt a revised policy no. BOS-HRS-007to have the Questionnaires and Statements submitted to the Human Resources Department instead of the Chief Deputy Clerk of the Board. Assuming this revised policy will be adopted by the Board, the revised policy is attached to this agenda item. The remainder of this staff report has been written to reflect the change to the policy.

Evaluation

Per Gila County Policy No. BOS-HRS-007, annually each public officer and employee of Gila County must complete, sign and return a Conflict of Interest Questionnaire to the Human Resources Department. This Questionnaire will help the public officer and employee determine whether he/she has a "substantial interest" in any contract, sale, purchase, service or decision involving any department or elected official of Gila County Government. If the public officer or employee answers "yes" to any of the questions on the Conflict of Interest Questionnaire, he/she must "make that interest known in the official records of Gila County" by completing, signing and filing the Conflict of Interest Statement with the Human Resources Department.

Conclusion

Each year, an agenda item is placed on the Board of Supervisors' first meeting of the year to communicate this policy to all public officers and employees of Gila County, and to remind each elected official and department head that it is their responsibility to ensure that each member of their staff submits the Conflict of Interest Questionnaire and, if needed, a Conflict of Interest Statement to the Human Resources Department. A copy of the policy and procedures is attached to this agenda item.

Recommendation

It is recommended that this policy be communicated to all public officers and employees of Gila County during the first regularly scheduled Board of Supervisors meeting of 2013.

Suggested Motion

Information/Discussion regarding Gila County Policy No. BOS-HRS-007 - Disclosure of Conflict of Interest. **(Berthan DeNero)**

Attachments

Policy No. BOS-HRS-007

Gila County Policy DISCLOSURE OF CONFLICT OF INTEREST	Policy Number: BOS-HRS-007 Adopted by BOS 12-13-2005 (Former Number: BOS-4-2005) Revised: 08-20-2012, 01-22-2013	Page 1 of 1

I. **PURPOSE:**

The purpose of this policy is to ensure compliance with A.R.S. § 38-501 through §38-511. It is designed to preserve and promote the integrity of the workplace throughout Gila County.

DEPARTMENTS AFFECTED: All Gila County Divisions/Departments and Elected Offices.

II. **POLICY:**

Annually, all public officers and employees shall complete a Conflict of Interest Questionnaire, and if needed a Conflict of Interest Statement and submit it to the Human Resources Department, which is the official keeper of records for County personnel. Employee includes all persons employed on a full-time, part-time, and contract basis.

SIGNATURES:

_____ _____

CHAIRMAN, BOARD OF SUPERVISORS **DATE**

+ See attached administrative procedures.

GILA COUNTY DISCLOSURE OF CONFLICT OF INTEREST PROCEDURES

I. DEFINITIONS:

A. Relative

Relative means spouse, child, child's child, parents, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse, a substantial interest of a relative is considered a substantial interest of the employee.

B. Substantial Interest

A substantial interest specifically means any pecuniary (monetary) or proprietary (ownership) interest, either direct or indirect, other than a remote interest. Any substantial interest of an employee or an employee's relative must be disclosed by the employee, who must also refrain from participating in any manner in the relevant contract, purchase, or decision.

C. Remove Interest Defined

Remote interests do not need to be disclosed and do not prevent participation in an official capacity because they are not considered significant enough to influence a public decision maker.

Remote interest means:
(a) That of a nonsalaried officer of a nonprofit corporation.
(b) That of a landlord or tenant of the contracting party.
(c) That of an attorney of a contracting party.
(d) That of a member of a nonprofit cooperative marketing association.
(e) The ownership of less than three percent of the shares of a corporation, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.
(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.

(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.
(h) That of a public school board member when the relative involved is not a dependent, as defined in section 43-1001, or spouse.
(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment upon the officer, employee or his relative, of any of the following:
(i) Another political subdivision.
(ii) A public agency of another political subdivision.
(iii) A public agency except if it is the same government entity.
(j) That of a member of a trade, business occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

D. Other pertinent definitions can be found in A.R.S. § 38-502.

II. PROCEDURES:

A. General Requirements and Objective

Arizona law requires that any Gila County public officer or employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service of decision of Gila County to make the interest known in the County's official records; and to refrain from any participation in an official capacity in the contract, sale, purchase service or decision. (A.R.S. § 38-501 *et seq.*). Employee includes all persons employed on a full-time, part-time, and contract basis.

The object of conflict of interest statutes is to remove or limit the possibility of personal influence which might bear upon an official's decision.

B. Responsibilities of Employees

Any employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County shall promptly do two things:

1. make known that interest in the files maintained by the Human Resources Department; and

2. refrain from voting or participating in the employee's official capacity in any manner in the contract, sale, purchase, service or decision.

C. Appearance of Impropriety and the Gila County Standard of Conduct Policy

It is important to recognize that the appearance of a conflict of interest may also damage public trust and confidence in local government and may impair Gila County's ability to conduct its legitimate operations. For this reason, employees are required to scrutinize their actions to avoid situations where their official acts appear to affect their own or their relatives' private or business interests. All County employees must adhere to Gila County's Merit System Rules and Policies - Rule 6 - Standards of Conduct.

D. Violations

Violations of A.R.S. § 38-501 *et. seq.*, this policy or departmental procedures shall be handled in accordance with the Gila County Merit System Rules and Policies. Employees who violate A.R.S. § 38-501 *et. seq.,* may also be subject to criminal prosecution and forfeiture of employment, as provided by law.

Attachment A

CONFLICT OF INTEREST QUESTIONNAIRE

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

Pursuant to Arizona Revised Statutes § 38-501 thru § 38-511, every public officer or employee of Gila County who has a "substantial interest" in any contract, sale, purchase, service or decision involving any department or elected official of Gila County government, shall "make that interest known in the official records of Gila County" and shall refrain from voting upon or otherwise participating in any manner in such contract, sale, purchase, service or decision.

All elected officials and employees of Gila County government shall complete, sign, and return this Questionnaire to the Human Resources Department.

If the answer to any of the following questions is in the affirmative (Yes), then the elected official or employee must "make known the substantial interest" by filing the **Gila County Conflict of Interest Statement** with the Human Resources Department:

1. Do you OR any of your relatives have currently or expect to have within the next 12 months, a substantial interest in any contract, sale, purchase, or service with Gila County government including any of its elected officials?

   YES____ or NO____

2. Do you OR any of your relatives currently or expect to have within the next 12 months, a substantial interest in any decision of Gila County government including any of its elected officials?

   YES ____ or NO ____

3. Do you OR any of your relatives currently supply any equipment, material, supplies or services (outside of services related to your employment) to Gila County government including any of its elected officials and/or have you or any of your relatives received the award or contract without going through a public competitive bidding process?

   YES ____ or NO ____

Definitions per Arizona Revised Statutes § 38-501- § 38-511:

RELATIVE means, spouse, child, grandchild, parent, grandparent, brother, sister, of the whole or half blood, and their spouses and the parent, brother, sister, or child of a spouse.

SUBSTANTIAL INTEREST specifically means, any pecuniary (monetary) or proprietary (ownership) interest, either direct or indirect, other than a remote interest.

REMOTE INTEREST means:
(a) That of a nonsalaried officer of a nonprofit corporation.
(b) That of a landlord or tenant of the contracting party.
(c) That of an attorney or a contracting party.
(d) That of a member of a nonprofit cooperative marketing association

(e) The ownership of less than three percent of the shares of a corporation, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.
(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.
(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.
(h) That of a public school board member when the relative involved is not a dependent, as defined in section 43-1001, or a spouse.
(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment upon the officer, employee or his relative, of any of the following:

(i) Another political subdivision.
(ii) A public agency of another political subdivision.
(iii) A public agency except if it is the same government entity.

(j) That of a member of a trade, business occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

OTHER PERTINENT DEFINITIONS can be found in A.R.S. § 38-502.

I have read, and signed this one (1) page **Conflict of Interest Questionnaire** this____ day of _____, 20___, and I understand that I must file a **Conflict of Interest Statement** with the Gila County Human Resources Department if I answer YES to any of the above questions.

_____
Signature

Attachment B

GILA COUNTY
CONFLICT OF INTEREST STATEMENT
(Elected Official/Employee)

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION

Pursuant to A.R.S. § 38-501 through § 38-511, I, _____, hereby make known my substantial interest as described below:

(Attach additional documentation if necessary.)

1. I currently have or expect to have within the next 12 months, a substantial interest in a contract, sale, purchase, or service with Gila County government including any of its elected officials, as follows:

_____
_____
_____
_____

2. I currently have or expect to have within the next 12 months, a substantial interest in a decision of Gila County government including any of its elected officials, as follows:

_____
_____
_____
_____

I hereby file this **Conflict of Interest Statement** with the Human Resources Department and agree to refrain from voting or otherwise participating in any manner as an elected official or employee in such contract, sale purchase, service or decision.

Signed the _____day of _____20__

Received by:

_____
Name and Title

_____
Elected Official/Employee

_____
Signature Date

Attachment C

GILA COUNTY
CONFLICT OF INTEREST STATEMENT
(Relative)

Date _____

Office/Department _____

Elected Official/Employee _____

Title _____

NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION

Pursuant to A.R.S. § 38-501 through § 38-511, I, _____, hereby make known my relatives' substantial interest as described below:

(Attach additional documentation if necessary.)

1. My relative currently has or expects to have within the next 12 months, a substantial interest in a contract, sale, purchase, or service with Gila County government including any of its elected officials, as follows:

   _____
   _____
   _____
   _____

2. My relative currently has or expects to have within the next 12 months, a substantial interest in a decision of Gila County government including any of its elected officials, as follows:

   _____
   _____
   _____
   _____

RELATIVE means, spouse, child, grandchild, parent, grandparent, brother, sister, of the whole or half blood, and their spouses and the parent, brother, sister, or child of a spouse.

I hereby file this **Conflict of Interest Statement** with the Human Resources Department and agree to refrain from voting or otherwise participating in any manner as an elected official or employee in such contract, sale, purchase, service or decision.

Signed the _____day of _____20__

Received by:

_____
Name and Title

_____
Elected Official/Employee

_____
Signature Date

ARF-1625 **Regular Agenda Item 3- H**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Don McDaniel Jr., County Manager	Submitted By:	Don McDaniel Jr., County Manager, County Manager
Department:	County Manager		
Fiscal Year:	2012/2013	Budgeted?:	Yes
Contract Dates Begin & End:	April 16, 2013	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Classification & Compensation Study Request For Proposals

Background Information

The current Classification & Compensation Plan has been in existence for some time as evidenced by Rules 13 and 14 of the Gila County Merit System Rules and Policies. In 2006 the County contracted with Public Sector Personnel Consultants to conduct a Class & Comp Study to include annual reclassification/market studies. In March 2009 the Board of Supervisors was forced to refrain from the annual studies for financial reasons. Until November 2012 there had been no reclassifications or pay raises for employees, which has exacerbated the inconsistencies and inequities that have existed since 2009.

The Adopted 2013 Budget includes funding for a Classification and Compensation Study/Plan. The Administrative Team and Management Team have been discussing a Game Plan to proceed with a consultant since July 2012. The County Manager has discussed the proposal with the two elected officials groups at each of their monthly meetings since July. In addition, the proposal has been discussed with the County Leadership Group at their last two quarterly meetings.

A Class & Comp Study Consultant Selection Committee has been formed and began meeting in October 2012. The Committee is comprised of: Anita Escobedo, Clerk of Superior Court; John Armer/Adam Shepherd, Sheriff; Linda O'Dell, School Superintendent; Mary Hawkins, Superior Court Administrator; Jacque Griffin, Assistant County Manager; Birdie DeNero, Human Resources Director; Steve Stratton, Public Works Director; Michael O'Driscoll, Health and Emergency Services Director; and, Don McDaniel, County Manager. The Committee has prepared a draft Request For Proposals (RFP), a list of legitimate consultants and list of professional organizations and publications that can be used to disseminate the RFP.

The final draft RFP has been given and presented to the Administrative Team, Management Team, the two elected officials groups and the County Leadership Group.

Evaluation

The Class & Comp Study Consultant Selection Committee provides the attached Final Draft Request For Proposals for the Board's consideration and approval. The RFP contains not only expected deliverables but also required methodologies.

The key elements of the RFP are:
1) The County Leadership Group* will review and approve the consultant's plan to involve all employees in the job analysis phase of the study including the County's preapproval of the position description questionnaire.
2) The County Leadership Group will review and approve the consultant's list of comparable private and public employers to be used in the survey.
3) The Consultant will recommend a classification and compensation plan with appropriate job classification and pay grade assignments for all positions based upon internal county-wide equity and external parity.
4) The Consultant will recommend pay administration policies that address issues of reclassification, promotions, movement through grades, and adjustments form additional duties.

* County Leadership Group is all Elected Officials and Appointed Department Heads

The Consultant Selection Committee reviewed a list of potential consultants who would be sent a copy of the RFP. The consultants are from around the country and from Arizona. The Committee also agreed to place an advertisement in various management and human resources professional journals and web sites to solicit an even broader possibility of quality responses.

Conclusion

The Class & Comp Study Consultant Selection Committee discussed the issue of continuing employee complaints about inequities of the current Class & Comp Plan and agreed that a Class & Comp Study by a consultant was needed to adequately address and resolve the issues. Doing nothing is not an alternative.

The Committee agreed that the overall purpose of the Study is to provide County employees with a Class & Comp Plan that is consistent and fair in internal equity and external parity.

The Committee was also in full agreement that the purpose of the study is not necessarily to justify pay raises for all employees.

The attached RFP has been thoroughly researched by the Consultant Selection Committee, reviewed by County leadership and should result in a highly qualified consultant being selected and recommended to the Board for approval.

Recommendation

The Classification & Compensation Study Consultant Selection Committee recommends the Board of Supervisors approve the attached Final Draft Classification & Compensation Study Request For Proposals and authorize it to be disseminated to the attached lists of consultants, publications and organizations.

Suggested Motion

Information/Discussion/Action to approve the attached Final Draft Classification & Compensation Study Request for Proposals (RFP) and authorize staff to disseminate the RFP to the attached lists of consultants, publications and organizations. **(Don McDaniel)**

Attachments

Class & Comp RFP W/O Attachments

Consultants List

Publications & Organizations List

Gila County, Arizona

REQUEST FOR PROPOSALS

Classification and Compensation Study

Proposals must be received by
4:30 pm MST, Tuesday, March 12, 2013

At

Gila County Human Resources Department
1400 E. Ash Street, Guerrero Building
Globe, Arizona 85501

This RFP is available on the Gila County web site at:
www.gilacountyaz.gov

FINAL DRAFT

Abstract of RFP

Proposal Due Date:	March 12, 2013
Desired Services:	Employee classification and compensation study for Gila County
Contract Award Date:	April 16, 2013
Eligibility:	Consultants who have the required expertise and are available for on-site work in Globe and Payson, Gila County, Arizona

Gila County, Arizona

REQUEST FOR PROPOSALS

CLASSIFICATION AND COMPENSATION STUDY

FINAL DRAFT

BACKGROUND

The County

Gila County is a 4,795 square mile rural county in central Arizona with a current population of 53,597.There are two major population centers in Gila County; one in mountainous pine country in the northand one in the rolling ranching and mining country in the south. Major industries in the county are copper mining, cattle ranching, timber and tourism. Please go tohttp://www.gilacountyaz.gov/ for a complete picture of Gila County.

Administration

The three (3) member County Board of Supervisors, an Assessor, an Attorney, a Recorder, a School Superintendent, a Sheriff, and a Treasurer comprise the Executive Branch of Gila County Government and has oversight of their portion of the classification and compensation plan. A Presiding Superior Court Judge, a Superior Court Judge, a Court Clerk, twoJustices of the Peace and two Constables comprise the Judicial Branch and has oversight of their portion of the plan. They are all elected to provide leadership and direction in the provision of county services with a work force of approximately 650 employees. (Attachment A – Organizational Chart)All positions have written job descriptions. The county has approximately 126 job classifications. (Attachment B – Compensation Job Title-Grade)The pay plan has 90 pay grades with 17 steps in each grade.(Attachment C – Compensation Grade-Step Finder) The most recent comprehensive classification and compensation study performed for the County was in 2006.

Purpose

The goal of the Gila County Classification and Compensation Study is to utilize an inclusive and transparent methodology to establish a classification and compensation structure that is consistent and fair in internal equity and external parity and is easy to administer over time. We wish to enhance Gila County's ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of Gila County.

The objective of the Classification and Compensation Study is to provide a plan that: ensures positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills and abilities are classified together; recognizes the differences and similarities in positions irrespective of the branch of government or whether it is an elected official's office or an appointed department head's department; provides salaries commensurate with assigned duties; outlines promotional opportunities and provides recognizable compensation growth; provides justifiable pay differential between individual classes; recognizes differing work schedules and service needs; and continues to be current with changes in the consumer price index and relevant labor markets.

Current Classification and Compensation Plan

Employees are currently classified and compensated through a pay grade system implemented in FY 2006/2007. Pay grades were generally established based upon requirements for experience and education. Internal equity and external market considerations were also considered.

Reclassification requests and pay increase requests have been frozen for the last five (5) years. Prior to that the Human Resources Department evaluated and adjusted classifications and pay range assignments on a case-by-case basis, usually motivated by recruitment and/or retention difficulties or employees working beyond the scope of their current classifications.

Prior to 2007, the County's employees typically received across the board pay raises in accordance with budgetary considerations. However, since 2007 the across the board pay increases, performance-based pay increases, and merit-based pay increases have ceased.

The County's Performance Appraisal System is not currently linked to performance pay increases. Employees are evaluated based on a scale of 1 – 5 performance appraisal system that was implemented in 2011. (Attachments D1 – Supervisory/Administrative and D2 – Core Employee Forms)

SCOPE OF SERVICES

The consultant shall develop a proposal for a classification and compensation plan that is fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruits, and is supportive of the County's desire to be competitive with area markets in order to attract, motivate, and retain quality employees. The criteria used to determine competitiveness may vary depending upon the specific position.

Study Methodology

1) Create for County review and approval an employee interview instrument (EII) which may include a position description questionnaire (PDQ)to assist in the updating of existing job descriptions.

2) Develop for County review and approval a list of comparable private and public employers to be used in the salary survey.

3) Perform a salary survey including base pay, benefits and any variable pay utilizing the approved list of comparable employers.

4) Describe your proposed process to evaluate current pay grades considering issues such as: number of pay grades; proposed additions, deletions, and/or consolidations; broad-banding if deemed appropriate; and, appropriate spread between minimum and maximum of pay grades.

5) Describe your proposed process for communications with managers, supervisors, and employees during each step of the study. Include meetings with, and presentations to, employees and County elected officials, department directors and Human Resources departmental staff. Include your recommended procedure for employees who may want to make inquiries into your recommendations.

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6) Describe your proposed on-site interactions with County employees during the data collection and review phase of the study; explain how you will involve all employees in the job analysis phase of the project in one manner or another, i.e. small groups, large groups, or one on one.

7) Describe your proposal for a minimum number and type of presentations of the Classification and Compensation Plan or portions thereof, to the Countywide Leadership Group and/or the Gila County Board of Supervisors.

Study Deliverables

1) Develop a classification plan that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, certification, licenses or degrees and pay, using job family groupings and EEO job categories that compare with EEOC guidelines for government employers.

2) Recommend appropriate classification and pay grade assignments for all positions based upon internal county-wide equity and external parity.

3) Recommend a position titling structure (including supervisory/management) which defines consistent levels of responsibility across the organization.

4) Recommend criteria and propose a process for the assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act (FLSA).

5) Recommend an appropriate number of job descriptions and assist Gila County in updating and re-writing all job descriptions. Include wording/language consistent with Americans with Disabilities Act (ADA) requirements.

6) Propose a policy and procedure to address employees whose base pay exceeds the maximum of their pay range, if necessary.

7) Recommend alternative methods of implementing the new classification and compensation plan including placing all employees within the new plan. Provide the advantages, disadvantages, and the cost of each alternative.

8) Recommend classification and pay administration practices to include consideration of pay for performance and skill-based paywhich may be suitable for specific classifications that support our recruitment and retention efforts.

9) Recommend pay administration policies including but not limited to: movement through grades, adjustments within pay grades, adjustments for additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc.

10) Provide a manual (electronic) of instructions and training materials; provide actual training to Human Resources staff to administer the proposed classification and compensation system; if necessary, indicate technology required and the availability of software for that purpose.

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11) Provide a process for on-going plan administration after implementation which will maintain the integrity of the plan. Include recommendations on annual pay grade market or cost of living adjustments.

The consultant may propose additional or alternative tasks deemed necessary to complete the above.

PROPOSAL INSTRUCTIONS

The Consultant, and any sub-consultants or sub-contractors, must present satisfactory evidence to the County indicating their ability to meet the scope of work detailed above within a reasonable time frame as determined jointly by the consultant and the County.

One unbound original and ten bound copies of the proposal must be received by Gila County Human Resources Department,1400 E. Ash Street, Globe, AZ 85501 no later than 4:30 pm MST on Tuesday March 12, 2013. Be sure to indicate Class & Comp Study and due date on the outside of the submittal envelope.

The desired maximum length of the response to the sections below is twenty (20) pages. In addition, proposals may include attachments as appropriate (resumes, methodology documents, deliverable documents).

Clarity and economy of writing and presentation style will influence evaluation of the proposal.

After a consultant has been selected, Gila County expects to negotiate the details of work to be performed, rather than simply accept the proposal as written and incorporate it into the contract.

If negotiations fail for any reason, Gila County may choose to negotiate with others to obtain an appropriate contract for the needed services. Gila County is free to reject all proposals and not issue a contract at this time.

A contract will be negotiated with the successful proposer

Gila County will not reimburse any and all proposers, whether selected or not, for work and material required to submit a proposal in response to this Request For Proposals.

Proposal Format

1) Cover Letter

2) Table of Contents

3) Sections

- Section A – Introduction

This section will contain information about the consultant's experience and background. Please include complete information regarding experience with this type of service, number of years, specific Arizona experience, number of employees, etc.

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- Section B – Qualifications

This section will contain qualifications of the consultant's personnel. Please identify by name and title and submit resumes of the personnel who will be assigned to this study. These key personnel may not be changed without the County's approval.

- Section C – References

This section will contain three (3) to five (5) public agency references including contact person, phone number, address, description of service performed, and date of service included.

- Section D - Methodology

This section will address each of the seven (7) items listed in the Study Methodology portion of this RFP. Please include any sample documents such as: questionnaires, surveys, sample comparators, or other proposed methodology materials.

- Section E – Deliverables

This section will address each of the eleven (11) items listed in the Study Deliverables portion of this RFP. Please include any sample documents such as: classification plans, titling structures, implementation methods or administration procedures.

- Section F – Timetable/Work Plan

This section will outline the proposed time table required for the Study Methodologiesand Study Deliverables to be completed and implemented once notification to proceed has been issued. This section may logically be presented as Phases of the Study.

- Section G – Costs for Services

This section will outline the proposed cost for each, or logical groupings, of the Study Methodologies and the Study Deliverables. The cost proposal will be presented as Phases consistent with the Timetable/Work Plan above.At the end of each Phase, Gila County will have the option to continue to the next phase. At that time, the contractor will be asked to present a detailed budget for consideration by the county.

MISCELLANEOUS

Point of contact:

Don E. McDaniel, County Manager
1400 E. Ash Street
Globe, AZ 85501
Phone - 928.425.3231
Email – dmcdaniel@gilacountyaz.gov

Questions and Clarifications:

Gila County is providing an "Open Question" stage in the process to respond to all questions regarding this RFP. Please refer to the Schedule below for the specific dates of the beginning and ending of this stage. All questions must be received in writing (email ok) during this stage and will be

FINAL DRAFT

answered at the close of the stage by aggregating the questions and providing all of the questions and answers to all of the proposers without identifying the questioners. If you have no questions but would like to have the advantage of seeing all of the questions and answers, please furnish Gila County with a written "Intent To Submit" notice before the end date of the Open Question stage.

Public Disclosure:

All materials submitted in response to this RFP shall remain confidential until a contract has been awarded. Thereafter, the proposals and all attachments shall be public records.

Evaluation Factors: (in no particular order)

Responsiveness to RFP
Reasonableness and flexibility of contractual arrangements
Quality of technical proposal
Cost to perform the study
Willingness and demonstrated ability to work with Gila County staff and employees
Writing and presentation skills
Qualifications and experience
References

Anticipated Schedule:

- Board of Supervisors approves RFP and authorizes its release – January 22, 2013
- Release and Advertising stage in the process – January 22nd until February 22nd
- Open Question stage in the process – January 22nd until February 22nd at 5:00 pm MST
- Deadline for receipt of proposals –Tuesday, March 12, 2013 at 4:30 pm MST
- Finalists interviewed by the Consultant Selection Committee(CSC)– March 18th thru March 29th
- Contract legal review March 29ththru April 5th
- CSC presents recommended proposal to County Leadership Group–April 11th
- Board of Supervisors approves contract – April 16, 2013

Attachments:

A-Gila County Organizational Chart
B-Compensation Job Title-Grade
C-Compensation Grade-Step Finder
D1-Supervisory/Administrative Performance Appraisal Form
D2-Core Employee Performance Appraisal Form

FINAL DRAFT

Possible Compensation/Classification Firms

Fox Lawson & Assoc. LLC

We help organizations develop compensation plans that support their strategy.Performance appraisals and evaluations, executive compensation studies, job evaluations and information on salary ranges.

Address: P.O. Box 32985
Phoenix, Arizona 85064-2985
Phone: 602-840-1070
Fax: 602-840-1071
Email: jfox@foxlawson.com

www.foxlawson.com

CPS Human Resources Services

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Fax: 850.383.1511
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Lafayette, CA 94549
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www.hrcompconsultants.com

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Email: info@hrdiversifiedsolutions.com

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Organizational Consulting Group, LLC

The Organizational Consulting Group, or OCG, is a compensation consultancy. Our clients across the country rely on us to develop the philosophies and design the programs that enable them to: Recruit, Reward, Retain andRetire in comfort, their most important asset — their human capital.

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Email: business@2ocg.com

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Quorum Compensation Group (dba The Quorum Group)

The Quorum Group (incorporated as Quorum Compensation Group, Inc.), founded in 1986 by seasoned human resource professionals, provides services in Human Resources. We are a hands-on, business-oriented consulting and outsourcing team. We design cost-effective programs that build loyalty, motivate employees, improve productivity, and hone your competitive edge.We offer base compensation, sales incentive and variable compensation design and implementation programs for organizations in such diverse industries as chemicals, petrochemicals, utilities, telecommunications, aerospace, heavy and light manufacturing, food processing, agri-business, energy, financial services, engineering, economic development, architecture, construction, transportation and non-profit.

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13533 Albania Way
Austin, TX 78729
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http://www.thequorumgroup.com/

PUBLICATIONS AND ORGANIZATIONS LIST

CLASSIFICATION& COMPENSATION STUDY

POSSIBLE ADVERTISEMENT SITES HIGHLIGHTED BELOW

SHRM-Society of HR Management	They have a job board but it is not for soliciting vendors. They do have a listing of vendors on their website.
IPMA-HR-International Public Management Assoc for HR	Sent on-line media kit – attached.
AACo-AZ Assoc. of Counties	Their readership is only AZ County officials.
NACOG-Northern AZ Council Of Governments	Does not put out publications
CAG-Central AZ Governments	Have not been able to get in touch with these people.
NACo-National Assoc. of Couties	Bi-weekly publication. Thursdays is the deadline. $50 per column inch. State must be a member and AZ is a member.
MAG-Maricopa Assoc. of Governments	Does not have publications – does not accept ads for website.
PAG-Pima Assoc of Governments	Does not post outside of their organization.
SEAGO-South Eastern AZ Governments Organization	Cannot reach anyone there.
CSA-County Supervisors Assoc. of Arizona	All they do is list each county's websites.
ICMA-International City/County Management Assoc.	Does not have a publication that we can post in and we cannot post on their website.
Capital Times	Melony Campbell sending info via email.
VSHRA-Valley of the Sun HR Association	They have a portal to Jobing.com where employers can post to.
CAHRMA-Central AZ HR Management Assoc.	Email is attached. Have not been able to get in touch with Brandi mentioned in email.

EVHRA-East Valley HR Assoc.	K. Smith said she can distribute within their network but they are currently transitioning with VSHRA so will double check with the Chapter Administrator – have not heard from her to date.
SMA of Greater Phoenix	Sent email 11-29-12 – have not had response to date.
NAHRA-Northern AZ HR Assoc.	Sent email 11-28-12 – have not had response to date.
PAHRA-Prescott Area HR Assoc.	Sent email 12-3-12 – have not had response to date.
SHREC-Senior HR Executive Council	Sent email 12-3-12 – have not had response to date.
SAHRA-Southwest AZ HR Assoc.	Sent email 12-3-12 – Contact sent our email to Kay Paiz saying it might be of interest. – No further communication to date.
NWAHRA-Northwest AZ HR Assoc.	They are not currently accepting ads.
Arizona Republic	1-7-13 - Our Rep. suggested we run it in the "Arizona Economy" edition of the Republic. It is published on Sundays and will reach the audience we are looking for. They will need the ad content in order to give us a quote.

ARF-1624 **Regular Agenda Item 3- I**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Election of a Chairman and Vice-Chairman for the Board of Supervisors

Background Information

On September 6, 2011, the Board of Supervisors elected Supervisor Tommie Martin to serve as its Chairman and Supervisor Shirley Dawson to serve as its Vice-Chairman for a period of 16 months.

Evaluation

Since Supervisor Martin and Supervisor Dawson have fulfilled their terms of office as Chairman and Vice-Chairman of the Board of Supervisors, it is now the time for the Board of Supervisors to elect a Chairman and Vice-Chairman.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to elect a Chairman and Vice-Chairman for the Board of Supervisors (BOS), which will become effective after the BOS meeting on January 22, 2013. **(Tommie Martin)**

ARF-1627 **Regular Agenda Item 3- J**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Information

Request/Subject

Appointment or reappointment of members of the Board of Supervisors to various boards, committees and organizations.

Background Information

Each year, members of the Board of Supervisors are provided the opportunity to serve on other boards, committees and organizations by virtue of their membership on the Board of Supervisors. They are elected/appointed by their peers to represent the interests of Gila County on the following boards, committees, and organizations:
1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers;
2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers;
3) Public Safety Personnel Retirement System Local Board;
4) Gila County Board of Health;
5) Gila County Local Emergency Planning Committee;
6) Central Arizona Governments Regional Council;
7) County Supervisors Association Legislative Policy Committee;
8) Eastern Arizona Counties Organization;
9) Environmental Economic Communities Organization; and
10) San Carlos Apache Tribe Partnership Steering Committee.

Evaluation

It is important for the Board to be represented on the listed boards, committees and organizations.

Conclusion

N/A

Recommendation

It is recommended that the Board discuss the various boards, committees and organizations and appoint or reappoint members to serve for 2013.

Suggested Motion

Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers; 3) Public Safety Personnel Retirement System Local Board; 4) Gila County Board of Health; 5) Gila County Local Emergency Planning Committee; 6) Central Arizona Governments Regional Council; 7) County Supervisors Association Legislative Policy Committee; 8) Eastern Arizona Counties Organization; 9) Environmental Economic Communities Organization; and 10) San Carlos Apache Tribe Partnership Steering Committee. **(Don McDaniel)**

Attachments

CORP for S.O. Detention Officers & Non-Uniformed Officers

CORP for S.O. Dispatchers

PSPRS Local Board

GC Board of Health

GC Local Emergency Planning Committee

CAG Regional Council

CSA Legislative Policy Committee

Eastern Arizona Counties Organization

Environmental Economic Communities Organization

San Carlos Apache Tribe Partnership Steering Committee

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS –
FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS & NON-UNIFORMED OFFICERS
(Approved by BOS on 1-10-12)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
* Mike Pastor (represented as the BOS CHAIRMAN with the overall approval of the BOS)	B	A (01/10/12)	-	01/10/12-01/09/16	4
Ophelia James (represented as a CITIZEN and this member needs to be the head of the Gila County Personnel Commission, and with the overall approval of the BOS)	B	A (01/10/12)	-	01/10/12-01/09/14	2
Ed Carpenter (represented as a CITIZEN with the overall approval of the BOS. Ed's term expired 11/01/10, so the BOS needs to reappoint him retroactively from 11/02/10 to 11/01/14 for another 4-year term)	B	C (01/10/12)	7 years	11/02/10-11/01/14	4
Swede Carlson (represented as an ELECTED MEMBER by the members of the Plan, and the BOS needs to officially "acknowledge" said member)	C	C (01/10/12)	7 years	04/08/10-04/07/12 (Swede was reelected by Plan members for this term; however, at that time his membership was never officially acknowledged by the BOS)	2

Richard Hobson (represented as an ELECTED MEMBER by the members of the Plan, and the BOS needs to officially "acknowledge" said member)	C	A (01/10/12)	-	04/08/10-04/07/14 (Richard was elected by Plan members for this term; however, at that time his membership was never officially acknowledged by the BOS)	4

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. [Per A.R.S. §38-893(A)(2), 3 members are to be appointed by the BOS Chairman (1 as Chairman of this Local Board and the other 2 as Citizens of this Local Board) with the overall approval of the other 2 BOS members, and 2 members are elected by secret ballot by Plan members, and their membership is officially "acknowledged" by the BOS.]

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS –
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS
(Approved by BOS on 1-10-12)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Mike Pastor (represented as the BOS CHAIRMAN with the overall approval of the BOS)	B	A (01/10/12)	-	01/10/12-01/09/16	4
Ophelia James (represented as a CITIZEN and this member needs to be the head of the Gila County Personnel Commission, and with the overall approval of the BOS)	B	A (01/10/12)	-	01/10/12-01/09/14	2
Ed Carpenter (represented as a CITIZEN with the overall approval of the BOS. Ed's term expired 11/01/10, so the BOS needs to reappoint him retroactively from 11/02/10 to 11/01/14 for another 4-year term)	B	C (01/10/12)	7 years	11/02/10-11/01/14	4
Lyndi Lopez (represented as an ELECTED MEMBER by the members of the Plan, and the BOS needs to officially "acknowledge" her membership retroactively from 04/08/10 to 04/07/12	C	A (01/10/12)	-	04/08/10 –04/07/12	2

for a 2-year term)					
Chadwick Peters (represented as an ELECTED MEMBER by the members of the Plan, and the BOS needs to officially "acknowledge" his membership retroactively from 04/08/10 to 04/07/12 for a 2-year term)	C	A (01/10/12)	-	04/08/10-04/07/14	4

Appointment Designation Definitions:

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B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. (Per A.R.S. §38-893(A)(2), 3 members are to be appointed by the BOS Chairman (1 as Chairman of this Local Board and the other 2 as Citizens of this Local Board) with the overall approval of the other 2 BOS members, and 2 members are elected by secret ballot by Plan members, and their membership is officially "acknowledged" by the BOS.)

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL BOARD OF DIRECTORS
(Approved by BOS on 02/21/12)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Shirley Dawson-CHAIRMAN appointed by BOS	B	A (01/13/09)	-	01/01/09-12/31/12	4 years
Jim Eskew-CITIZEN appointed by BOS	B	C (05/12/09)	5 years, 6 months	01/01/09-12/31/12	4 years
Ophelia James-CITIZEN appointed by BOS-must be the head of the Personnel Commission	B	A (02/21/12)	-	01/01/12-12/31/15	4 years
Michael Johnson-MEMBER elected by Plan members	C	A (02/21/12)	-	01/01/12-12/13/15	4 years
Michael Fane-MEMBER elected by Plan members	C	A (02/21/12)	-	01/01/09-12/31/12	4 years

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. (Per A.R.S. §38-847(A)(1), 3 members appointed by BOS and 2 members appointed by secret ballot by Local Board members.)

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

GILA COUNTY BOARD OF HEALTH
(Revised 8-8-11)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacany created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning and ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Michael R. Durham, M.D.	B	C	29 years	05/01/10-04/30/14	4
Jesus H. Castillo	A	A	-	05/01/10-04/30/14	4
William T. Rogers	A	A	-	04/01/10-03/31/14	4
Roberta Shellenberger	A	A	-	04/01/10-03/31/14	4
Michael A. Pastor	B	A	-	01/13/09-01/12/13	4

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C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

Gila County Local Emergency Planning Committee
(Approved by BOS on 02/21/12)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning and ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Michael O'Driscoll, Chairman	D	A (02/21/12)	-	02/21/-12-Present	Per bylaws, no specific term of office
Tommie Martin, Vice-Chairman	D	A		01/06/09-Present	Per bylaws, no specific term of office
Debra Williams, Coordinator	D	A		09/22/04-Present	Per bylaws, no specific term of office
John Armer, Member-Law Enforcement	D	A (10/07/08)		10/07/08-Present	Per bylaws, no specific term of office
A.J. Howell, Member-Fire Fighting	D	A		09/13/99-Present	Per bylaws, no specific term of office
Nick Renon, Member-Fire Fighting	D	A		11/20/08-Present	Per bylaws, no specific term of office
Carmen Corso, Member-Community	D	A		11/20/08-Present	Per bylaws, no specific term of office
David Wales, Member-Industry	D	A		11/19/09-Present	Per bylaws, no specific term of office

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D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E) Alternate Members: As defined by individual committee criteria.

Regional Council

CAG is governed by a Regional Council, which steers the activities of the region. Each participating local government has an elected official as its representative on the Regional Council. With a total of 22 participating local government representatives.

The Regional Council meets on the fourth Wednesday in the months of January, March, April, June, September and November at 6:30 p.m.

Click the following links to access the Regional Meeting Schedule

Get e-mail updates when this information changes

OFFICERS

Chair	Mayor Bob Jackson	City of Casa Grande
Vice-Chair	Mayor Monica Badillo	Town of Hayden
Secretary/ Treasurer	Vice Mayor Robin Benning	Town of Queen Creek

MEMBERS

Chairman Luis Manuel Jr.	Ak-Chin Indian Community
Mayor John Insalaco	City of Apache Junction
Mayor Tom Shope Councilmember Jon Thompson (Alt.)	City of Coolidge
Mayor Joseph Nagy Councilmember Belinda Akes (Alt.)	City of Eloy
Mayor Tom Rankin	Town of Florence
Supervisor Mike Pastor	Gila County
Councilmember Jewel Whitman Councilmember Barney Enos Jr. (Alt.)	Gila River Indian Community
Mayor Terry Wheeler	City of Globe
Mayor Monica Badillo	Town of Hayden
Mayor Sam Hosler	Town of Kearny
Mayor Alvaro Barcelo	Town of Mammoth
Mayor Ed Honea	Town of Marana
Mayor Christian Price Vice Mayor Edward Farrell (Alt.)	City of Maricopa
Mayor Rosemary Castaneda	Town of Miami
Mayor Kenny Evans	Town of Payson
Supervisor David Snider	Pinal County
Mayor Gail Barney (alt.)	Town of Queen Creek
Chairman Terry Rambler	San Carlos Apache Tribe
Mayor Bill Rappaport	Town of Star Valley

Mayor Jayme Valenzuela	Town of Superior
Mayor Manuel Aguirre Vice-Mayor Anita Hinojos (Alt.)	Town of Winkelman

County Supervisors
ASSOCIATION
of Arizona

COUNTY SUPERVISORS ASSOCIATION

Legislative Policy Committee
Membership

		2011	2012
Apache County	~	Tom White	Jim Claw
Cochise County	~	Pat Call	Ann English
Coconino County	~	Liz Archuleta	Liz Archuleta
Gila County	~	Tommie Martin	Tommie Martin
Graham County	~	Jim Palmer	Jim Palmer
Greenlee County	~	Richard Lunt	Richard Lunt
La Paz County	~	John Drum	John Drum
Maricopa County	~	Andrew Kunasek	Andrew Kunasek
Mohave County	~	Gary Watson	Tom Sockwell
Navajo County	~	David Tenney	David Tenney
Pima County	~	Sharon Bronson	Sharon Bronson
Pinal County	~	Pete Rios	Pete Rios
Santa Cruz County	~	Manny Ruiz	Manny Ruiz
Yavapai County	~	Carol Springer	Carol Springer
Yuma County	~	Lenore Stuart	Lenore Stuart

EASTERN ARIZONA COUNTIES ORGANIZATION
(as of 1-15-13)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Tommie Martin	B	C	At least 2 years	01/01/12-12/31/12	1

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E) Alternate Members: As defined by individual committee criteria.

ENVIRONMENTAL ECONOMIC COMMUNITIES ORGANIZATION
(as of 1-15-13)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Tommie Martin	B	C	At least 2 years	01/01/12-12/31/12	1

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E) Alternate Members: As defined by individual committee criteria.

Subscribe to receive Partnership updates by email.

San Carlos Apache Tribe/State/Federal/Counties/ Railroad/Private Organization Partnership

Steering Committee

Name/Title/Organization	Address	Phone
Astor, Brenda Superintendent BIA - San Carlos Agency	PO Box 209 San Carlos, AZ 85550	(P) 928.475.2321
Aday, Steve BIA- San Carlos Agency	PO Box 209 San Carlos, AZ 85550	(P) 928.475.2321
Avila, Julian ADOT, Intergovernmental Relations	206 S. 17th Ave., 118A Phoenix, AZ 85007	(P) 602.320.7663
Beck, Scott ADOT, Southern Regional Traffic Records		(P) 520.388.4231
Chunko, Andy Genesee Wyoming Railroad, Mountain West Region		(P) 801.373.0359 (F) 801.380.0575
Elston, Shannon General Manager Arizona Eastern Railway	5903 S. Calle De Loma P.O. Box 2200 Claypool, AZ 85532	(P) 928-202-3321
Engel, Tom ADOT, Safford District	2082 E Highway 70 Mail Drop S400 Safford, AZ 85546	(P) 928.432.4912
Evans, Veronica San Carlos Apache Transit	PO Box 871 Peridot, AZ 85542	(P) 928.475.5011
Fink, Michelle Measurements & Events Coordinator ADOT- Partnering Office	206 South 17th Avenue Phoenix, AZ 85007	(P)602.712.8224 (F) 602.712.7855
Glendening, Charla Regional Planner ADOT- Multimodal Planning Division (MPD)	206 S 17th Avenue Mail Drop 310B Phoenix, AZ 85007	(P) 602.712.7376 (F) 602.712.3046
Grainger, Wayne Development ADOT, Globe District	P.O. Box 2717 Globe, AZ 85502	(P) 928.402.5615
Griffin, Mark CAG Transportation Planning Director	1075 S. Idaho Rd. # 300 Apache Junction, AZ 85219	(P) 480.474.9300
Hansen, Doug Public Works Planning Section Chief Pinal County	31 North Pinal Street Building F, PO Box 727 Florence AZ 85132	(P) 520.866.6407
Harmon, Bill District Engineer ADOT, Safford District	2082 E. Highway 70 Mail Drop S400 Safford, AZ 85546	(P) 928.432.4919 (C) 928.651.1763

Hipskind, Jeff CAG Case Manager Pathways Program	1075 S. Idaho Rd. # 300 Apache Junction, AZ 85219	(P) 928.425.3181
Holgúin, Johnny Genesee Wyoming Railroads		
Hooke, Simon San Carlos Tribal Council Member - Gilson Wash District	P.O. Box 0 San Carlos, AZ 85550	(P) 928.475.2311
Interpreter-Baylish, Martha San Carlos Tribal Council Member - Bylas District	P.O. Box 0 San Carlos, AZ 85550	(P) 928.475.4390 (F) 928.475.2361
Irish, Jerry Development Coordinator ADOT, Globe	US 60, MP 253.3 Globe, AZ 85501	(P) 928.402.5613
James, Jerry Captain San Carlos Apache Tribe Police	P.O. Box 150 San Carlos, AZ 85550	(P) 928.475.2224
Keller-Weidman, Joy President Holon Consulting	2180 Lexington Court McKinleyville, CA 95519	(P) 707.839.4710 (C) 707.616.6082 (F) 707.839.4711
Klann, Misty Tribal Planner ADOT, Multimodal Planning Division (MPD)	206 S. 17th Ave. Phoenix, AZ 85007	(P) 602.712.7029 (F) 602.712.3049
Kniffin, Bernadette Transit Program Director San Carlos Apache Tribe	PO Box 871 Peridot, AZ 85542	(P) 928.475.5011 (F) 928.475.5017
Lane, Rod ADOT, Globe District	PO Box 2717, MD G300 Globe, AZ 85502- 2717	(P) 928.402.5612 (F) 928.919.6414
Long, Dan AZ Department of Public Safety	2082 E. US HWY 70 Safford, AZ 85546	(P) 928.428.2505 (F) 928.428.2925
Lopez, Carlos Rail Planner ADOT	206 S. 17th Ave. Phoenix, AZ 85007	(P) 602.712.4786
Lucero, Martin Transportation Planner CAG Transportation	1075 S. Idaho Rd. # 300 Apache Junction, AZ 85219	(P) 480.474.9300
Hanson Mull SCAT Transportation Dept		(P) 928.475.3222
Mull Jr., Marvin Transportation Coordinator San Carlos Apache Tribe	Transportation Planning Department P.O. Box O San Carlos, AZ 85550	(P) 928.473.3222
Noline, Hutch Tribal Employments Rights Office (TERO) San Carlos Tribe	TERO P.O. Box 219 San Carlos, 85550	(P) 928.475.2803
Pastor, Michael District 2 Supervisor	1400 E. Ash St. Globe, AZ 85501	(P) 928.425.3231

Gila County		(F) 928.402.0190
Revere, CT Senior Community Relations Officer ADOT, Safford District	1221 S. 2nd Ave. Tucson, AZ 85713	(P) 520.705.3574
Russell, Charles San Carlos Apache Tribe, Transportation Assistant	Transportation Planning Department P.O. Box O San Carlos, AZ 85550	(P) 928.475.3222
Sneed, Don Senior Planner and Tribal Liaison ADOT, Multimodal Planning Division (MPD)	206 S. 17th Ave. Phoenix, AZ 85007	(P) 602.712.6736
Stone, Loretta EPA Director San Carlos Apache Tribe		(P) 928.475.2218
Tapija, Mary Transportation Assistant San Carlos Apache Tribe Transportation Planning Department	P.O. Box O San Carlos, AZ 85550	(P) 928.475.3222
Titla, Stephanie San Carlos Apache Tribe Transportation Planning Department	P.O. Box O San Carlos, AZ 85550	(P) 928.475.3222
Travis, Robert State Railroad Liaison ADOT	205 S. 17 Ave, Mail drop 618E Phoenix, AZ 85007	(P) 602.712.6193
Truely, Romare Community Planner FHWA, Arizona	4000 N. Central Ave., Suite 1500 Phoenix, AZ 85012	(P) 602.382.8978
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Delores Victor San Carlos Tribal Employment Rights Office (TERO)		
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ARF-1616 **Consent Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	01/01/2013-12/31/2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Intergovernmental Agreement Contract No. ADHS13-034421 with Arizona Department of Health Services

Background Information

The Gila County Division of Health and Emergency Services has been providing Teen Pregnancy Prevention Program services for over five years under Contract No. HG861265 with the Arizona Department of Health Services. This current contract replaces that contract to continue service over the next five years. State electronic procurement processes have changed contract numbers.

The objectives of the Intergovernmental Agreement (IGA) are to provide teen pregnancy prevention programs. The goal of the program is to develop a multi-faceted, comprehensive, Teen Pregnancy Prevention Program utilizing research based strategies that have demonstrated effectiveness with teens.

Evaluation

This funding will allow Gila County to continue to provide Teen Pregnancy Prevention Program services in Gila County.

Conclusion

Without this funding, Gila County would be unable to provide teen pregnancy prevention services.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the Intergovernmental Agreement (Contract No. ADHS13-034421) in the amount of $191,702 for the period of January 1, 2013, through December 31, 2017, between Gila County and the Arizona Department of Health Services to continue to provide Teen Pregnancy Prevention Program services.

Suggested Motion

Approval of an Intergovernmental Agreement (new Contract No. ADHS 13-034421, which replaces Contract No. HG861265) between Gila County and the Arizona Department of Health Services in the amount of $191,702 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2013, through December 31, 2017.

Attachments

Contract No. ADHS 13-034421

Legal Explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-034421

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Teen Pregnancy Prevention – Abstinence Plus **Begin Date:** 01/01/2013

Geographic Service Area: Gila County **Termination Date:** 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: **Gila County Health & Emergency Services**

Address: **5515 S. Apache Ave., Suite 100**
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Savaglio, Lauren

Phone: 928-402-8820

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS13-034421 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, **Year** _____

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature **Date**
Assistant Attorney General:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be:

____X___ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases in the past years. The 2010 data from the Centers for Disease Control and Prevention ranks Arizona 12th in the Nation for highest teen birth rates at 42.4 per 1,000 females, aged fifteen to nineteen (15-19) years of age.

Arizona Vital Statistics estimated that in 2009, 12,537 females under twenty (20) years of age were pregnant, and 26.6% (n=2,911) of females age nineteen (19) and younger giving birth in 2009 (n=10,952) reported having had a previous pregnancy. Teens aged fifteen to nineteen (15-19) years accounted for the vast majority of adolescent pregnancies (12,381) and represented fourteen percent (14%) of the total births of 92,616. Arizona's Medicaid program paid for 83.3 percent of deliveries to mothers nineteen (19) years of age or younger; more than half (55.1 percent) of these mothers had less than twelve (12) years of education. Hispanic or Latina teens age fifteen to nineteen (15-19) have nearly three (3) times the rate of births (85.0 per 1,000) compared to teens of other races (30.8 per 1,000). In addition, American Indian or Alaska Native (63.0 per 1,000) and Black or African American (58.2 per 1,000) had significantly higher rates than White non-Hispanic (23.8 per 1,000) and Asian or Pacific Islander (16.1 per 1,000) teens. Additional health status statistics can be obtained by accessing the Arizona Department of Health Services (ADHS) website at www.azdhs.gov/plan/index.htm.

The Arizona Department of Health Services (ADHS) Office of Women's and Children's Health (OWCH) Teen Pregnancy Prevention Programs employs research-based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases. Programs also incorporate a youth development approach.

In addition, the program provides education to parents/caregivers utilizing programs that have been demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs.

Programs for youth and parents shall be medically accurate.

B. Objective

1. Lower the pregnancy rate among teenagers, especially those aged fifteen to seventeen (15 – 17) years old in Arizona;
2. Reduce the proportion of adolescents, seventeen (17) years and younger, who have engaged in sexual intercourse in Arizona;
3. Reduce the incidence of STD's among adolescents in Arizona;
4. Lower the birth rate among teenagers, especially those aged fifteen to seventeen (15-17) years in Arizona; and
5. Lower the rate of births among Hispanic female teenagers aged fifteen to seventeen (15-17) years in Arizona.

C. Scope of Work

The Teen Pregnancy Prevention Contractor shall perform the work required to administer and provide Abstinence Plus teen pregnancy prevention services to high-risk youth ages twelve to nineteen (12-19) years of age, and parents and/or caregivers of youth ages twelve to nineteen (12-19). These include but are not limited to, the following activities:

1. Provide outreach for recruitment of youth and parents;
2. Provide delivery of services to youth and parents in various settings appropriate for reaching targeted population; and
3. Administer evaluation of the project.

D. Tasks

The Contractor shall:

1. Deliver programs to the following target populations in the County:

   1.1 Youth ages twelve to nineteen (12-19) years of age,

   1.2 Youth twelve to nineteen (12-19) years of age in Juvenile Detention Centers, and

   1.3 Parents/Caregivers of youth ages twelve to nineteen (12-19) years of age.

2. Deliver services in a variety of settings within the County convenient to reaching the targeted population, including but not limited to:

   2.1 In classroom time,

   2.2 After-school,

   2.3 Juvenile Detention Centers/Probation, and

   2.4 Community-based organizations.

3. Conduct outreach activities in the County targeting high-risk youth, and parents for recruitment into education programs. Outreach activities may include, but are not limited to:

   3.1 Development of promotional materials publicizing programs, and

   3.2 Media advertising promoting programs.

4. Deliver Abstinence Plus research-based, medically accurate programs with fidelity to youth in the County that have demonstrated effectiveness or have shown promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases.

   4.1 Approved Abstinence Plus programs for delivery are as follows:

      4.1.1 Core Curricula – programs must deliver one of these curricula: 1) ¡Cuídate!; 2) Draw the Line/Respect the Line; 3) Making A Difference; 4) Making Proud Choices; 5) Promoting Health Among Teens Comprehensive Abstinence & Safe Sex; 6) Reducing the Risk; 7) Wyman's Teen Outreach Program®.

      4.1.2 Core Curricula (Population Specific) – programs can deliver one of these curricula instead of the above curricula when working with the appropriate specific populations: 1) Native Stand; 2) Smart Girls; 3) Wise Guys; 4) Choosing the Best w/Adaptation Guide for Special Healthcare Needs Youth; 4) Teen Outreach Program w/Adaptation Guide for Special Healthcare Needs Youth.

      4.1.3 Supplemental Curricula – programs can add lessons from these to a Core Curricula delivering them either before or after the core curricula is delivered with fidelity: 1) Be Proud! Be Responsible!; 2) Love U2.

      4.1.4 Supplemental Curricula (Youth Development) - programs can deliver this in conjunction with a Core Curricula: 1) Peer Assisted Leadership (PAL).

   4.2 Program must incorporate a youth development approach.

   4.3 Program must obtain signed active parental permission slips for youth participants.

4.4 Program must maintain attendance and sign-in records that includes name, date of birth, grade, age, gender, ethnicity, etc. (Exhibit 4).

4.5 Program must maintain the confidentiality of student participants.

4.6 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.

4.7 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.

4.8 Curricula and other educational materials provided in a school based setting must follow the Arizona Department of Education (ADE) guidelines regarding sex education (R7-2-303 Sex Education) and must be approved in advance by ADHS.

5. Deliver programs to parents/caregivers in the County that have demonstrated effectiveness or have shown promise and are consistent with research findings on strategies to involve parents in educational programs.

5.1 Parent Curricula – programs can deliver these curricula to parents, as appropriate for the age of their youth: 1) Active Parenting Now; 2) Active Parenting of Teens; 3) Can We Talk/Let's Talk. Programs cover exploration and discussion of parental views regarding sex, love and healthy relationships with others.

5.2 Program must maintain attendance and sign-in records name, gender, ethnicity, etc. (Exhibit 4).

5.3 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.

5.4 County is permitted the flexibility to implement the program in a manner that fits their neighborhood or community.

5.5 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.

6. Conduct a process evaluation and administer an outcome evaluation of the project, including but not limited to:

6.1 Administering a pre/post survey to youth and parents to measure skills, knowledge, attitudes, values and satisfaction with the project and project educators; and

6.2 Compilation of participation data needed to complete process evaluation forms (Exhibit 3: Forms A-D), including but not limited to:

6.2.1 Participant attendance and sign-in sheets,

6.2.2 Unduplicated count of clients served,

6.2.3 Participant ethnicity, gender, and age (no age required for parent education),

6.2.4 Hours of services received by client, and

6.2.5 Geographic areas of service within County.

E. Program Budgets

1. Budget will be reviewed annually and may decrease based on:

1.1 Changes in state lottery allocations;

1.2 Contractor not efficiently spending down budgets; and

1.3 ADHS program considerations not being met, as follows:

1.3.1 Services being provided to 250 youth annually.

1.3.2 Services expanded to sites outside of the juvenile justice system.

F. Requirements

1. Program staff/representative shall attend ADHS Quarterly Contractor Meetings.
2. Program staff shall attend training, presentations, meetings, etc. as required by ADHS.
3. Program shall follow the ADHS Accounting Procedures & Policy guidelines.
4. Program staff shall follow the ADHS TPP Curricula Adaptation Policy.
5. Program shall report program staff changes within fifteen (15) days of hire/leave.
6. Program shall include the funding source verbiage *"Funded by the Arizona Department of Health Services Teen Pregnancy Prevention Program"* or the ADHS logo in any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding.
7. Any curricula adaptation requests shall be approved in writing by the ADHS prior to implementing;
8. Any line item budget moves, within ten percent (10%) of total budgets, are allowable with advance written approval from the ADHS;
9. Changes or updates to the Logic Model content are allowable with prior written approval from ADHS;
10. Any surveys, focus group moderator guides, etc. developed to evaluate the programs, student or parent knowledge, behavior, etc. needs to be pre-approved in writing by ADHS prior to administering;
11. Prior to the Contractor publishing or recording any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding, a draft of the marketing material must first be approved in writing by ADHS;
12. Any out-of-state travel shall be pre-approved in writing by ADHS prior to traveling;
13. Equipment purchases, (i.e., laptops, projectors, printers, etc.), shall be pre-approved in writing by ADHS; and
14. Equipment purchases shall be inventoried and tagged with ADHS Inventory and Control within thirty (30) days of purchase.

G. Deliverables

The Contractor shall submit to ADHS:

1. A completed Logic Model (format provided by ADHS) due within thirty (30) days of Contract award (Exhibit 1);
2. A monthly narrative report (template provided by ADHS) of program activity services rendered due within thirty (30) days following each month of service (Exhibit 5) and shall be approved by ADHS

prior to reimbursement;

3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within ten (10) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);

4. A monthly Contractor's Expenditure Report (Exhibit 2), due thirty (30) days following each month of service. Budget and/or expenditure documentation related to monthly invoices shall be submitted to the program manager, and shall be approved by ADHS prior to reimbursement;

5. Online submission at www.tpppaz.org of Forms A - D (Exhibit 3) due at six (6) months (reporting counts from January – June) and twelve (12) months (reporting counts from January – December) within fifteen (15) days following each period for prior approval by ADHS;

6. Online submission at www.tppaz.org of Fidelity Monitoring Forms entered into the system for each lesson and end-of-session no later than Five (5) days following class lesson and/or session;

7. Completed ADHS Curriculum Adaptation request forms (Exhibit 6) when requesting to alter the delivery of curriculum with fidelity. Submit the ADHS Curriculum Adaptation request forms to ADHS for approval thirty (30) days prior to implementation;

8. An Annual Narrative (template provided by ADHS) of program activity services rendered, any evaluation data and analysis other than ADHS pre/post evaluation, due forty-five (45) days following the end of the Grant funding period for prior approval;

9. Any changes or updates to the Logic Model are allowable with prior written approval from ADHS; and

10. Budget (includes budget justification and itemized budget) that will be implemented during the next Grant funding period shall be submitted to ADHS upon request.

H. Notices, Correspondence and Reports

1. Notices, Correspondence, Reports and Invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Women's and Children's Health
Teen Pregnancy Prevention Program Manager
150 North 18th Avenue, Suite 320
Phoenix, AZ 85007
Telephone: 602-364-1400
Facsimile: 602-364-1494

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health & Emergency Services
Attn: Michael O'Driscoll
1400 East Ash Street
Globe, AZ 85501
Telephone: 928-402-8761
E-Mail: modriscoll@co.gila.az.us

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	$104,639.16
EMPLOYEE RELATED EXPENSES	$40,809.27
PROFESSIONAL/OUTSIDE SERVICES	$250.00
TRAVEL EXPENSES	$8,476.38
OTHER OPERATING EXPENSES	$25,260.19
INDIRECT	$12,273.00
TOTAL	**$191,708.00**

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet/Fee Schedule and shall have prior written approval from the ADHS program manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.

EXHIBIT 1
Logic Model

Contract Number ADHS13-034421

Logic Model Framework

GOAL: Describe the goal of your program: a broad statement of intended change which identifies the target population.

THEORY: Explain the theory behind why the program(s) approach will work.

TARGET POPULATION: Describe the population of clients that will be served.

INPUTS: List the program(s) inputs - i.e. the resources, people, skills, knowledge and tools being used to deliver services.

Resources dedicated to or consumed by the program: i.e.: money, staff, time, facilities volunteers, equipment, supplies
Constraints on the Program: Laws, regulations, requirements

STRATEGIES: List the strategies - i.e. things done to, for or with the population intended to lead to the desired change.

What the program does with inputs to fulfill its mission:
Activities
Services
Processes

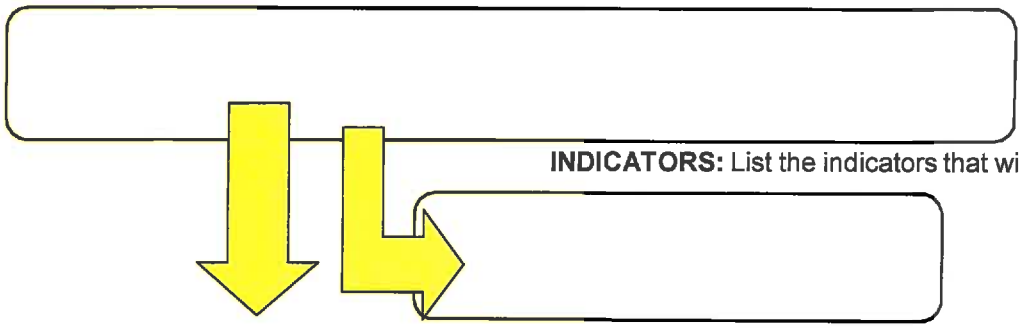
OUTPUTS: List the outputs - i.e. the product of the activity, service or process. List in quantitative measures.

The direct product of program Activities, Services or Processes

EXHIBIT 1
Logic Model

Contract Number ADHS13-034421

SHORT-TERM OUTCOMES: List the short-term benefits expected from the target population.



Short-term outcomes should focus on changes in: Knowledge, Attitude, or Skill of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefit

Use the indicators to quantitatively describe the program(s) intended measurabl results.

MID-TERM OUTCOMES: List the mid-term benefits expected from the target population.

Mid-term outcomes should focu on changes in: Behavior of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Use the indicators to quantitatively describe the program(s) intended measurabl results.

LONG-TERM OUTCOMES: List the long-term benefits expected from the target population.

Long-term outcomes should focus on changes in: Condition or Altered Status of the target population

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Use the indicators to quantitatively describe the program(s) intended measurabl results.

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. § 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-1622 **Consent Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Lorraine Dalrymple, Health Services Program Manager	Submitted By:	Lorraine Dalrymple Health Services Program Manager Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012-2013 and 2013-2014	Budgeted?:	No
Contract Dates Begin & End:	January 31, 2013- September 13, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Ratify Approval to Submit a Response to Adult Immunization Health Project Request for Proposals

Background Information

The Health Department has been providing adult vaccine for many years. Currently, adults must cover the vaccine costs out of pocket, even if they have insurance and seek reimbursement from their insurance company.

We received the opportunity to apply for this Request for Proposals (RFP) on December 21, 2012 which was also the deadline. There very little time allowed to submit an agenda item to the Board of Supervisors for its December 18, 2012, meeting and the next scheduled meeting was not until January 22, 2013. This RFP was electronically submitted by the Health Department on December 21st.

Evaluation

This grant would enable the Health Department to expand and improve its current adult vaccine program. This expansion would include education of the health care providers and the general public. The Health Department would be able to create an adult data base similar to what is used in the Vaccines for Children Program, using the Arizona State Immunization Information System. This grant would also help support expansion of our insurance billing services by including adult vaccines.

The contract award recipient will be selected and notified by mail or email on January 21, 2013. The project will commence on Thursday, January 31, 2013, pending the receipt of an approved work plan. The approved proposal will serve as a contract for required deliverables from the awardee.

Conclusion

This grant would expand and improve the services the Health Department will provide to the adult residents of Gila County.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors ratify its approval for the submission of an application submitted to JBS International, Inc. by the Health Department to support the Adult Immunization Health Project beginning January 31, 2013, through September 13, 2013, in the amount of $24,006.67.

Suggested Motion

Ratification of the Board of Supervisors' approval for the electronic submission of a response from the Health Department to JBS International, Inc.'s Request for Proposal for the Adult Immunization Health Project beginning January 31, 2013, through September 13, 2013, in the amount of $24,006.67.

Attachments

Adult Immunization Health Project Proposal

KEY INFORMATION SUMMARY SHEET

JBS International, Inc.

Request for Proposals
Support for Evidence Based Adult Immunization and HPV Health Projects

RFP Issue Date:	December 3, 2012
RFP Issuing Office:	Leslie McElligott, Project Director JBS International, Inc. 5515 Security Lane, Suite 800 North Bethesda, Maryland 20852 Phone: 240-645-4567 Email: vaccineproposal2012@jbsinternational.com Project Website: http://nvpo.jbsinternational.com
RFP Questions & Answers:	Rolling, through Monday, December 17, 2012 by 5:00 p.m., EST Email: vaccineproposal2012@jbsinternational.com Phone: 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday)
Send Proposals to: (electronically or by mail)	JBS International, Inc. vaccineproposal2012@jbsinternational.com Leslie McElligott, Project Director JBS International, Inc. 5515 Security Lane, Suite 800 North Bethesda, Maryland 20852
Closing Date and Time:	Friday, December 21, 2012 3:00 p.m., EST

1. JBS International, Inc. Background

Established in 1985, JBS International, Inc. delivers management consulting services to Government and private-sector clients in the United States and countries around the world. From its beginning, JBS has specialized in helping its clients address problems related to public health. JBS provides logistical and clinical support, and has extensive experience managing subcontracts, planning meetings, aiding with travel arrangements, and providing support to regional and local organizations.

2. National Vaccine Plan

Improving adult immunization levels is a national health priority. Each year, more than 40,000 American adults—including working-age men and women, healthcare workers, seniors, and others—die, and hundreds of thousands more are hospitalized, from diseases that can be inexpensively prevented by immunization. In general, vaccines are extremely cost-effective agents and are one of the few public health interventions that may directly lower medical costs to the individual.

Vaccines hold amazing potential for a healthier, stronger America. With 90 percent of children immunized, the success of children's immunization in the United States needs to be applied to adult populations. The barriers to adult vaccinations are challenging and nuanced, and educating health providers, as well as the public, is key.

The 2010 National Vaccine Plan provides a framework, including goals, objectives, and strategies, for pursuing the prevention of infectious diseases through immunizations.

The National Vaccine Plan has five goals:

- Goal 1: Develop new and improved vaccines
- Goal 2: Enhance the vaccine safety system
- Goal 3: Support communications to enhance informed vaccine decision-making
- Goal 4: Ensure a stable supply of, access to, and better use of recommended vaccines in the United States
- Goal 5: Increase global prevention of death and disease through safe and effective vaccination

Healthy People 2020 strives to increase immunization rates and reduce preventable infectious diseases. Its objectives include targets for reducing vaccine-preventable disease rates and increasing vaccine coverage among adolescents and adults by accomplishing the following: (i) increasing routine vaccination coverage levels for adolescents against human papillomavirus (HPV), (ii) increasing the proportion of adults who are vaccinated annually against seasonal influenza, and (iii) increasing the percentage of adults who are vaccinated against pneumococcal, zoster (shingles), and tetanus, diphtheria, and pertussis (Tdap), as outlined in the Centers for Disease Control and Prevention (CDC) adult immunization schedule.

The following data highlight the need to accelerate efforts to increase adult immunization coverage among select preventable illnesses:

Vaccine	Healthy People 2020 Targets[1]	Coverage
Pneumococcal Non-institutionalized adults over age 65	90%	59.7%[2]
Zoster (shingles)	30%	14.4%[2]
Influenza Adults over age 18	80%	41.1%[3]
Influenza High risk adults ages 18-49	90%	35.4%[3]
Human Papillomavirus (HPV) Females 13-15	80%	16.6%[4]

3. Purpose of the Request for Proposal

JBS International, Inc. seeks to competitively award evidence-based projects that enhance disease prevention initiatives and improve health outcomes by:

a. Increasing routine HPV vaccination coverage for adolescents and persons up to 24 years
b. Increasing the proportion of adults vaccinated annually against seasonal influenza
c. Increasing the percentage of adults vaccinated against pneumococcal, zoster, or Tdap

[Please note: For the purpose of this funding opportunity, HPV activities cover adolescents and persons up to 24 years of age. Adolescents are described as persons 11 to 17 years of age. Adults are described as persons 18-65 years of age. The elderly are described as persons >65 years of age.]

Projects shall align with the goals (and targeted objectives/strategies) described in the 2010 National Vaccine Plan, such that they:

a. Support communication to enhance informed vaccine decision making
b. Help to improve access to vaccines and coverage rates
c. Increase awareness of the benefits of preventing death and disease through safe and effective vaccinations

Funded projects must successfully demonstrate how proposed **HPV and/or adult immunization activities** will utilize innovative, evidence-based strategies (as recommended by the Centers for Disease Control and Prevention (CDC) and the Community Preventive Services Task Force (CPSTF)) to strengthen existing immunization systems.

[1] http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicId=23
[2] Centers for Disease Control and Prevention. Adult Vaccination Coverage - United States, 2010. MMWR 2012;61, pages 66-72: http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6104a2.htm?s_cid=mm6104a2_x
[3] http://www.cdc.gov/flu/pdf/professionals/vaccination/fluvacsurvey.pdf
[4] http://www.healthindicators.gov/Indicators/HPVvaccinationamongadolescents_1013/Profile/Data

CPSTF recommends that effective interventions to increase vaccination coverage among high-risk adult populations (http://www.thecommunityguide.org/vaccines/universally/index.html) consist of activities that:

a. Enhance access to vaccination services
b. Increase community demand for vaccinations
c. Offer provider- or system-based interventions
d. Include coordinated partnerships at a community/local level

CPSTF Recommended Strategies to Effectively Increase Adult Vaccination Rates http://www2a.cdc.gov/vaccines/ed/whatworks/strategies_list.asp
Standing Orders: A written order stipulating that all persons meeting certain criteria (i.e., age or underlying medical condition) should be vaccinated; thus eliminating the need for individual physician's orders for each patient.
Computerized Record Reminders: The computer can print a list of possible reminders that appear on a patient's record. The software can be programmed to determine the dates that certain preventive procedures are due or past due and then print computer-generated reminder messages, usually overnight, for patients with visits scheduled for the next day.
Chart Reminders: Chart reminders can be as simple as a colorful sticker on the chart or can be a comprehensive checklist of preventive services including vaccinations. Reminders to physicians that patient vaccinations are due or overdue should be prominently placed in the chart. Reminders that require some type of acknowledgment, even a simple checkmark by the physician, are more effective.
Performance Feedback: Provider assessment and feedback involves retrospectively evaluating the performance of providers in delivering one or more vaccinations to a client population and then reviewing their assessment data with providers.
Home Visits: Home visits involve providing face-to-face services to clients in their homes. These services can include education about vaccine-preventable diseases and vaccines, assessment of need for or referral to vaccination services, and delivery of vaccinations. Home-visiting interventions can also involve telephone or mail reminders.
Mailed/Telephone Reminders: To implement this reminder/recall strategy, medical staff either call the patient or send a postcard/letter reminding the patient that a vaccination is due (reminder) or overdue (recall) and offer the patient the opportunity to schedule an appointment.
Expanding Access in Health Care Settings: Expanding access can include 1) reducing the distance patients must travel to receive vaccination services, 2) increasing, or making more convenient, the hours during which vaccination services are provided, 3) delivering vaccinations in settings previously not used, and/or 4) reducing administrative barriers to vaccination (e.g., drop-in clinics or express lane vaccination services).

Patient Education: Patients coming in for a scheduled appointment are handed an information sheet to review in the practice waiting room, prior to hospital discharge, or upon admission to a long-term care facility.
Personal Health Records: Personal health records (PHRs) are issued to patients (either given to patients at the time of a visit or mailed) and contain a preventive care schedule, including recommended times to receive vaccinations.

4. Proposal Requirements

Eligible applicants are invited to submit a proposal for one of the following funding opportunities specific to either (i) *Community Interventions* or (ii) *Systems Interventions*. Applicants may apply for one award only.

A. Community Interventions:

Organizations eligible to submit proposals under the Community Intervention category include public and private non-profit organizations; community and faith-based organizations; community health centers and workers; health departments; and tribal and urban Indian organizations that operate under the Regional Offices led by a Regional Health Administrator.

Community Intervention proposals will be funded up to a maximum amount of $10,000.

Proposals for Community Intervention activities shall consist of targeted outreach to specified populations:

a. HPV target populations (adolescents and persons up to 24 years of age)
b. Adults 18-65 years of age
c. Adults 18-65 years of age suffering with chronic health diseases (also known as high-risk)
d. The elderly (over 65 years of age)
e. Pregnant women
f. Underserved populations

The following focus areas are strongly encouraged:

a. Promote public awareness about the value of vaccinations; with attention to how racial and ethnic disparities influence immunization rates
b. Provide information to target populations about the benefits of immunizations and where to go to receive them
c. Provide education to target populations about the increased risk of vaccine-preventable diseases due to asthma, diabetes, and other chronic diseases
d. Initiate and/or promote patient immunization reminders

Community Intervention proposals should include one or more known CPSTF recommended strategies (described above). Sample projects may include, but are not limited to: community outreach/education activities; developing vaccination reminder/recall systems; creating media messaging. Innovative approaches which offer a strong rationale and an evaluation metric will also be considered.

B. Systems Interventions:

Organizations eligible to submit proposals under the Systems Intervention category include coalitions; state, county, and local public health organizations; advocacy groups; organizations specific to physicians, nurses, pharmacists, physician assistants, nurse mid-wives, and community vaccinators; insurance providers and billing organizations; academic institutions and centers; colleges and universities; hospitals; and health professional organizations. Previous experience in the area of adult immunizations is required.

Systems Intervention proposals will be funded up to a maximum amount of $50,000.

Proposals under the Systems Intervention category should include activities that promote **systems change specific to adult immunizations**. Projects shall also address recommendations from the 2012 National Adult Immunization Summit; namely those that:

a. Evaluate and standardize quality and performance measures for adult immunizations
b. Improve and expand upon immunization information systems
c. Develop and/or improve immunization education and outreach campaigns for providers patients, and other targeted champions
d. Reduce administrative payment barriers or those due to lack of coordination
e. Increase engagement among employers, employee groups, and insurance providers

Focused proposed activities shall also fit into at least one of the four target categories (see below with examples):

1. **Increasing Provider Education** (e.g., implementing reminder systems in provider offices; and sponsoring provider forums or webinars to enhance awareness and adherence to recommended immunization schedules)
2. **Improving Patient Education** (e.g., hosting community health fairs, health walks, or other events to promote/educate patients about the importance of vaccinations; and creating a social media campaign to generate awareness about the benefits of receiving vaccinations)
3. **Expanding Access to Vaccinations** (e.g., building community networking opportunities; conducting interventions designed to eliminate or decrease barriers to adult immunizations; and organizing community vaccination programs)
4. **Reducing Health Disparities** (e.g., providing outreach to populations in targeted geographical regions; and identifying culturally sensitive/competent strategies to encourage vaccinations)

Systems Intervention proposals should include one or more known CPSTF recommended strategies (described above). Sample projects may include, but are not limited to: developing toolkits to improve and simplify immunization related billing/coding practices; convening stakeholders to boost immunization access for uninsured adults; and offering provider training to encourage office-wide behavior change.

5. Available Funding

Funding is available to support HVP and adult immunization activities, events, meetings, and other projects that promote a better system of prevention for adults in the United States and its affiliated Territories.

This is a competitive process, and a limited number of awards are available.

A. Community Interventions:

Community Intervention proposals will be funded up to a maximum amount of $10,000.

B. Systems Interventions:

Systems Intervention proposals will be funded up to a maximum amount of $50,000.

Funded activities for Community Interventions and Systems Interventions cannot support the direct purchase of vaccines. Unless authorized in writing by JBS International, Inc., the costs of the following items or activities are also not permitted:

a. Acquisition, by purchase or lease, of any interest in real property
b. Special rearrangement or alteration of facilities
c. Accountable property (defined as both real and personal property with an acquisition cost of $1,000 or more, with a life expectancy of more than two years)
d. Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value
e. Travel to attend general professional meetings
f. Foreign travel
g. Any costs incurred prior to the contract's effective date
h. Rental of meeting space not otherwise expressly authorized by JBS International, Inc.
i. Any formal second tier subcontract arrangement
j. Consultant fees in excess of $450 per day
k. Cost of delivery of any vouchers using other than the United Stated Postal Service (USPS) standard mail service
l. Airfare in excess of $1,000
m. Cost of food and/or light refreshments for meetings, not including per diem cost

6. Eligible Applicants

Funding is available to eligible entities located in the 50 States, the District of Columbia, the 6 U.S.-Affiliated Pacific Island Jurisdictions, Puerto Rico, and the U.S. Virgin Islands. Pharmaceutical companies and vaccine manufactures/distributors are not eligible to apply.

A. Community Interventions:

Eligible entities for the Community Intervention proposal include public and private non-profit organizations; community and faith-based organizations; community health centers and workers; health departments; and tribal and urban Indian organizations Community-based partnerships and collaborations are strongly encouraged.

B. Systems Interventions:

Eligible organizations for the Systems Intervention proposal include coalitions; state, county, and local public health organizations; advocacy groups; organizations specific to physicians, nurses, pharmacists, physician assistants, nurse mid-wives, and community vaccinators; insurance providers and billing organizations; academic institutions and centers; colleges and universities; hospitals; and health professional organizations. Previous experience in the area of adult immunizations is required.

7. Submission Instructions

A complete proposal will include the following elements:

A. Cover Sheet (see Appendix A for the Cover Sheet Template)

a. Date of submission

b. Project title

c. Name of applicant organization

d. Applicant address (street address, city, state, and zip code)

e. Authorized representative name, title, telephone number, email address

f. Alternate representative name, title, telephone number, and email address

g. Applicable funding category (select one):

   i. Community Interventions
   ii. Systems Interventions

h. Applicable target category/categories for the project (for System Interventions only):

   i. Increasing Provider Education
   ii. Improving Patient Education
   iii. Expanding Access to Vaccinations
   iv. Reducing Health Disparities

i. Signature of authorized (or alternate) representative
   A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of a representative legally authorized to execute contractual obligations. The signature acknowledges all terms and conditions of this invitation. If submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable).

B. Organizational Background

The following organizational background items should be provided:

a. Description of the organization's mission, history, and services

b. Description of the geographic area and population served

C. Project Description

The following project descriptions should be provided:

a. Description of the proposed project

b. Description of how the project aligns with the applicable target category/categories (for Systems Interventions only):

   i. Increasing Provider Education
   ii. Improving Patient Education
   iii. Expanding Access to Vaccinations
   iv. Reducing Health Disparities

c. Description of how the project supports CPSTF recommendations of effective vaccine-related interventions or strategies that:

   i. Enhance access to vaccination services
   ii. Increase community demand for vaccinations
   iii. Offer provider- or system-based interventions
   iv. Include coordinated partnerships at a community/local level

d. Description of the proposed target population

e. Description of the demonstrated need for the project

f. Description of proposed partners and their contributions

g. Description of the proposed project goals and objectives

h. Description of how the project goals and objectives align with the 2010 National Vaccine Plan

i. Description of planned activities and deliverables

j. Description of proposed key milestones

k. Outline the proposed timeline for completion

D. Project Evaluation

The following project evaluation descriptions should be provided:

a. Description of the target measures that relate to the proposed project goals and objectives

b. Description of how proposed targets will be measured

E. Summary Report

The following summary report description should be provided:

a. Description of the final report template (as outlined in Section 12 – Reporting Requirements)

F. Budget

a. Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work (see Section 8 – Cost Proposal).

8. Cost Proposal

Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work. Budgets must be submitted with the proposal in a separate electronic submission, clearly marked as Cost Proposal. Below is a sample budget template with instructions (also found in Appendix B):

a. Enter staff names and positions of employees who will complete the project. Add additional rows as necessary.

b. Enter the number of hours estimated to complete this project.

c. Enter fully loaded hourly rates as indicated.

d. Enter total staff rates by multiplying the hourly rate by the number of hours for each individual staff member.

e. Detail other direct costs (ODCs) including travel, materials, printing, and miscellaneous expenses. Add additional rows as necessary.

f. Enter indirect costs (i.e., general and administrative (G&A) or facilities and administrative (F&A).

g. Total all staff, ODCs and indirect costs. Enter the amount in the Grand Total box.

SAMPLE COST PROPOSAL TABLE				
Staffing Costs				
	Position	**Hours**	**Hourly Rate**	**Total**
Staff A			$	$
Staff B			$	$
Staff C			$	$
Staff D			$	$
Staff Subtotal				$
Other Direct Costs (ODCs)				
Travel				$
Materials				$
Printing				$
Other (please define below)				$
ODC Subtotal				$
Indirect (Administrative) Costs				$
GRAND TOTAL				$

9. Review Criteria

Complete proposals shall include the elements outlined in Section 7 (Submission Instructions). Submissions will be evaluated by an objective technical review panel and evaluated on the following criteria:

A. Cover Page (5 points)

B. Organizational Background (5 points)

C. Project Description (60 points) (including the final report template)

E. Project Evaluation (15 points)

F. Budget (15 points)

10. Proposal Instructions and Requirements

The proposal shall adhere to the following instructions and submissions requirements:

a. A complete proposal must include all of the elements described in Section 7 (Submission Instructions). Partially completed proposals will not be considered.

b. Applicants may submit only one proposal for this funding opportunity. If an applicant submits more than one proposal, none of the proposals will be reviewed or considered for funding.

c. The proposal shall not exceed 6 pages (excluding the cover sheet, Appendix A), single-spaced, 1 inch margins, in 12-point size, and Times New Roman font. Outside of the page limit, the proposal may also include supplemental attachments the applicant chooses to submit (not to exceed 6 pages in length).

d. Proposals submitted in response to this solicitation must state that they are valid for a period of at least 45 days.

e. The proposal should be signed by an official with the authority to contract on behalf of the organization. If the proposal is submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable.

f. The proposal should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Applicants that are unable to submit electronically may submit a hardcopy of the proposal via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

g. The proposal must be received by JBS International, Inc. (electronically or by mail) and time stamped on or before Friday, December 21, 2012 by 3:00 p.m., EST. Late submissions will not be accepted. Applicants will receive confirmation of their submission in 3 days. If confirmation is not received, please call 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

10. Funding Notification

This is a competitive process, and a limited number of awards are available. Applicants will be notified by e-mail or mail by Monday, January 21, 2013, by 5:00 p.m., EST, regarding funding decisions. Projects may commence on Thursday, January 31, 2013, pending the receipt of an approved work plan.

11. Payment Process

Awardees will become subcontractors of JBS International, Inc.; therefore, no Catalog of Federal Domestic Assistance (CFDA) number is associated with these funds. The approved proposal will serve as a contract for required deliverables from awardees. A partial payment (to be determined) will be processed after a work plan has been approved by JBS International, Inc. The remaining award will be processed upon completion of the project and within 30 days of receipt and approval of the final report. Please Note: Any modifications to the awardee's proposal must be approved before the proposed project is implemented. Modifications to a proposed project that are not approved in advance may result in nonpayment. To request approval for any modifications, please contact the Project Director at vaccineproposal2012@jbsinternational.com.

12. Reporting Requirements

Offerors shall fulfill the following reporting requirements:

I. Work Plan

Prior to beginning the project, subcontractors are expected to submit a detailed work plan that outlines the tasks that will be completed to achieve the project's goals, objectives, and intended outcomes. Please note: a partial payment (to be determined) will be processed after a work plan has been approved by JBS International, Inc.

II. Monthly Reports

Subcontractors are expected to submit monthly progress report narratives that outline all project activities, including successes, challenges, solutions, and proposed enhancements. The report shall include copies of all materials developed during the reporting period, as well as detailed lists of the key contacts who received the materials. All items are due at the close of business on the last day of each month (or the next business day if the end of the month falls on a weekend). Reports should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Subcontractors that are unable to submit electronically may submit hardcopy proposals via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

III. Final Reports

The final report is a cumulative report of all project activities, including successes, challenges, solutions, and lessons learned. The report shall include, at a minimum: the project scope, summary of activity, successes and/or challenges, supplemental data, and outcomes. Subcontractors are expected to include copies of all materials developed over the course of the project, as well as detailed lists of the key

contacts who received the materials. Final reports should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Subcontractors that are unable to submit electronically may submit hardcopy proposals via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

The remaining award will be processed upon completion of the project and within 30 days of receipt and approval of the final report. Final reports must be received by JBS International, Inc. (electronically or by mail) and time stamped on or before Friday, September 13, 2013 by 3:00 p.m., EST. Late submissions may result in payment penalties. Subcontractors will receive confirmation of their submission in 3 days. If confirmation is not received, please call 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

13. Timeline

Schedule of Activities	Date
RFP Announced	Monday, December 3, 2012
Close of Question Period	Monday, December 17, 2012 at 5:00 p.m., EST
Proposal Submission Deadline	Friday, December 21, 2012 by 3:00 p.m., EST
Selection of Winning Proposals	Monday, January 21, 2013 by 5:00 p.m., EST
Contract(s) Finalized/Executed	Thursday, January 31, 2013
Contract Commencement	Thursday, January 31, 2013
Final Reports Due	Friday, September 13, 2013 by 3:00 p.m., EST

14. Proposal as Part of a Contract

Part or all of this RFP and the selected proposal may form the basis for the contract.

15. Project Director

The point of contact for purposes of this RFP prior to the award of any contract is the Project Director:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852
Phone: 240-645-4567
Email: vaccineproposal2012@jbsinternational.com

16. Questions and Answers

Questions from prospective applicants concerning this solicitation will be accepted by JBS International, Inc. throughout the question period, ending Monday, December 17, 2012, at 5:00 p.m., EST. Questions will be answered on a rolling basis. Answers to all substantive questions posed during the question

period will be distributed in writing to all applicants. Questions should be submitted electronically to vaccineproposal2012@jbsinternational.com or by calling 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

17. Addendum to RFP

JBS International, Inc. reserves the right to amend this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in a timely manner to all prospective applicants known to have received the RFP. It is the responsibility of the applicant to comply with any adjustments made to this RFP prior to the proposal submission deadline.

18. Modification and Withdrawal of Proposals

Proposals may be modified or withdrawn by the applicant prior to the established submission deadline.

19. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of the applicant by a representative legally authorized to execute contractual obligations. It is assumed by the applicant's response that it acknowledges all terms and conditions of this invitation for an application. An applicant shall identify clearly and thoroughly any variations between its proposal and the RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

20. Incurred Expenses

JBS International, Inc. will not bear any responsibility for any costs incurred by an applicant in preparing and submitting a proposal or any other activities related to this solicitation prior to issuance of a legally executed contract or procurement document.

21. Conflict of Interest

Offerors must indicate possible conflicts of interest related to engaging in a contract with JBS International, Inc. In cases where such relationship exists, applicants must describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided or resolved.

23. Ownership of Materials/Copyright

The Department of Health and Human Services (HHS), specifically, the National Vaccine Program Office (NVPO), has contracted with JBS International, Inc. to administer this project. All materials submitted regarding this funding announcement become the property of HHS. HHS has the right to use any or all information/materials presented in a proposal, subject to limitations for proprietary or confidential information. Disqualifications or denial of the proposal does not eliminate this right.

It is the responsibility of the awardee to identify proprietary information and request that the information be treated as such. Any additional restrictions on the use or inspection of materials contained within the proposal shall be clearly stated in the proposal itself. The HHS privacy policy is available at http://www.hhs.gov/Privacy.html.

Appendix A
Support for Evidence Based Adult Immunization and HPV Health Projects
Request for Proposal Cover Sheet

Date of Submission
Project Title
Name of Applicant Organization
Applicant Address Street Address: City, State, and Zip Code:
Authorized Representative Name: Title: Telephone Number: Email Address:
Alternate Representative Name: Title: Telephone: Name: Email Address:
Applicable Funding Category (select one only) ☐ Community Interventions ☐ Systems Interventions
Applicable Target Category/Categories for the Project (For System Interventions only. Check the best that applies) ☐ Increasing Provider Education ☐ Improving Patient Education ☐ Expanding Access to Vaccinations ☐ Reducing Health Disparities
Signature of Authorized (or Alternate) Representative A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of a representative legally authorized to execute contractual obligations. The signature acknowledges all terms and conditions of this invitation. If submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable):

Appendix B
Support for Evidence Based Adult Immunization and HPV Health Projects
Sample Cost Proposal Table

Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work. Budgets must be submitted with the proposal in a separate electronic submission, clearly marked as Cost Proposal. Below is a sample cost proposal template with instructions.

a. Enter staff names and positions of employees who will complete the project. Add additional rows as necessary.
b. Enter the number of hours estimated to complete this project.
c. Enter fully loaded hourly rates as indicated.
d. Enter total staff rates by multiplying the hourly rate by the number of hours for each individual staff member.
e. Detail other direct costs (ODCs) including travel, materials, printing, and miscellaneous expenses. Add additional rows as necessary.
f. Enter indirect costs (i.e., general and administrative (G&A) or facilities and administrative (F&A).
g. Total all staff, ODCs and indirect costs. Enter the amount in the Grand Total box.

SAMPLE COST PROPOSAL TABLE				
Staffing Costs				
	Position	**Hours**	**Hourly Rate**	**Total**
Staff A			$	$
Staff B			$	$
Staff C			$	$
Staff D			$	$
Staff Subtotal				$
Other Direct Costs (ODCs)				
Travel				$
Materials				$
Printing				$
Other (please define below)				$
ODC Subtotal				$
Indirect (Administrative) Costs				$
GRAND TOTAL				$

Request for Proposal Cover Sheet

Date of Submission December 21, 2012
Project Title Adult Immuzinations
Name of Applicant Organization Gila County Division of Health & Emergency Services
Applicant Address 5515 S. Apache Ave., Suite 100 Globe, AZ 85501
Authorized Representative Don McDaniel Gila County Manager 928-474-2029 dmdcdaniel@gilacountyaz.gov
Alternate Representative Michael O'Driscoll Director, Division of Health and Emergency Services 928-402-8767 modriscoll@gilacountyaz.gov
Applicable Funding Category Community Interventions X Systems Interventions
Applicable Target Category/Categories for the Project X Increasing Provider Education X Improving Patient Education X Expanding Access to Vaccinations Reducing Health Disparities
Signature of Authorized (or Alternate) Representative Michael O'Driscoll, Director 12/21/12 **Michael O'Driscoll**

GILA COUNTY ADULT IMMUNIZATIONS

Organizational Background

The Gila County Office of Health has been providing services to residents since 1893. In 2001 the Health Department merged with Community Services. In 2010 the Division of Health and Community Services split and Health was merged with Emergency Services. The division is separated into three sub-sections; health, prevention, and emergency management. Public Health provides Environmental Health, Rabies Control, and Public Health Nursing Services which includes immunizations, TB control, family planning, STI and pregnancy testing, communicable disease investigations, school health, well baby, child care health consultant program, neonatal intensive care community nursing program, and emergency preparedness.

Gila County has been known as the heart of Arizona. This reference not only encompasses its shape and size which consists of 4,752 square miles but also its location within Arizona. Gila County is surrounded by 6 of the 15 counties in Arizona. These include Coconino, Navajo, Graham, Pinal, Maricopa and Yavapai counties. Gila County houses 3 Native American Reservations. These include a portion of the San Carlos Apache, a portion of the White Mountain Apache and the Tonto Apache Reservations.

The basic geography of Gila County includes deserts, forests, mountains and some lakes with elevations ranging from 2,000 – 7,000 ft. Land ownership in Gila County is unique in that individuals/corporations own only 3.7 % of the land mass. There are five incorporated cities and several other smaller communities scattered within the County. The majority of these communities are approximately a one to two hour drive time from the County Seat of Globe. The remaining ownership is divided among the U.S. Forest Service, Apache Tribes, Bureau of Land Management and the State of Arizona. Gila County is essentially divided into a Northern "Timber" region and a Southern "Copper" region. The Northern and Southern regions are divided by Roosevelt Lake. The major industries consist of mining, ranching, and forestry.

In 2011 the estimated population of Gila County was 53,144 people. Adults over 65 make up 23.3% of the population and 55.3% of the population are between 18 and 64 years of age. The median household income, from 2007 through 2011 was $37,905 with 20.9% of persons below poverty level. There are 6,843 uninsured individuals under the age of 65 and 18,492 individuals on Medicaid. Medicare beneficiaries are comprised of 10,544 individuals 65 years of age and older and 2,111 disabled beneficiaries. Almost 40% of households are single-parent families. The main spoken language is English but there is a large Spanish speaking population.

The mission of the Gila County Division of Health and Emergency Services is to "continually assess the needs of the community while providing the highest level of quality services with integrity, respect, and support for coworkers, partners, and those we serve. The Division will strive to educate, advocate, and improve the public health and safety in Gila County. We have participated in the Vaccines for Children Program since its conception and have received six awards from the Arizona Partnership for Immunizations (TAPI) in the past 8 years for our innovative ideas in promoting childhood vaccines and the influenza vaccine in children. We implemented our school based influenza vaccine clinics in 2005. This campaign, entitled "Be a Flu Buster" increased the number of influenza vaccines provided to school age children. In 2003 we provided 164 influenza vaccines to school -age-Children County wide. With the implementation of our "Flu Buster" Program in 2004 the number of school children

immunized for flu increased to 383 and this flu season to date we have administered 1,477 flu vaccines to school age children. (See Attachment #1)

The Gila County Office of Health has been providing adult vaccines for more years than anyone can remember. We originally provided adult vaccine free of charge when it was provided free to Health Departments through the state and federal government. Approximately 15 years ago, funding for adult vaccines was eliminated. At that time, we continued to provide adult vaccines at our cost plus approximately an additional $2.50 administration fee. We participated in the Vaccines for Adults Program when it was available in Arizona. Today, we offer adult vaccine based on Insurance Company reimbursements and give "Prompt Pay" Discounts and receipts to individuals for submission to their insurance companies.

Project Description

This project will focus activities on improving patient education, increasing provider education, and expanding access to adult vaccines by implementing multiple strategies in each area. The goals of these activities will be to increase the percentage of adults who are vaccinated according to recommendations provided by the Centers for Disease Control and Prevention (CDC) and to develop a means to provide an accurate picture of adult immunization rates in Gila County and to assist in the evaluation of immunization rates in the future. The proposed target population will be adults age 18 and older that reside in Gila County. It will focus on providing education to adults and providers regarding the need for adult vaccines which includes the human papillomavirus (HPV) vaccine, seasonal influenza, pneumococcal, zoster, and tetanus, diphtheria and pertussis (Tdap).

This project will increase patient awareness regarding the importance of adult vaccines. A social marketing campaign will be developed through the use of the CDC's "Gateway to Health Communications and Social Marketing Practice" and the "Audience Insights". This social marketing campaign will be geared to educate individuals ages 18 or older. The campaign will include, but not limited to, newspaper articles, public service announcements and "open line" talks on local radio stations, use of the county website, and billboards. Staff will also provide presentations to local service organizations.

Provider education will focus on strategies to help physicians and other health care providers increase their patients' adherence to recommended immunization schedules. Gila County has two hospitals, one in Payson in northern Gila County and one in Globe in southern Gila County. Training will be offered to providers at each hospital regarding vaccine preventable diseases and the importance of prevention through immunization. The training will be provided through collaboration with the hospitals and the Arizona Department of Health Services. Dr. Karen Lewis, MD, FAAP, Director of the Immunization Program office of the Arizona Department of Health Services, has agreed to provide the necessary training at these facilities. In addition, providers will receive packets containing pamphlets that focus on adult vaccines that they can distribute to their patients. Training will also be provided to the office staff of local physicians regarding the Arizona State Immunization Information System's (ASIIS) web program. The training will include how to register to use the system, data entry of patient's vaccines received, and how to do a reminder –recall by using the system. Information will be provided regarding automated telephone reminder recalls including VaxCare and Call-Em-All services. Should the physician's office which to send postcards, they will be trained on how to print address labels using the ASIIS System.

Being a rural county, many physicians in Gila County do not carry adult vaccinations and/ or carry a limited supply of specific adult vaccine. A healthcare provider assessment will be done to expand access to adult vaccines for residents of Gila County. This assessment would determine which providers have adult vaccines available, which vaccines they carry, and any restrictions regarding administration of the vaccines. This information will be collated into an "Immunization Guide" that will be given to all providers. In addition, "referral" pads (similar in size to prescription pads) will be developed and provided to physicians containing a check list of the adult vaccines. These pads will not only remind the physician to check their adult patients to ensure they are up-to-date, but can also be used as a referral elsewhere if the physician does not carry the vaccine their patient needs.

As a local health department, it is important that we set an example for healthcare providers' county wide. There are several improvements we would like to make to our own adult vaccine program. These improvements include: reduce payment barriers to receiving adult vaccines; increase data input of adult vaccines in ASIIS that accurately provides data regarding necessary vaccines needed in the adult population we serve; implement a reminder/recall system for annually recommended vaccines and completions of series; collaborate with the Counties "Wellness Program" to educate employees on adult vaccines and initiate an in-house media campaign on the importance of adult vaccines and receiving an influenza vaccine

Currently, adult clients must pay for vaccines they receive at our offices. They are provided with a receipt that they can submit to their insurance company. As of October 2012, local health departments are now required to purchase and bill for vaccines provided to children that are insured or underinsured; we would like to collaborate with our current third party biller to expand services to cover adult vaccines. Currently, we can only roster bill Medicare for influenza vaccine. We would like to expand our contract to cover all adult vaccines. This would eliminate or reduce the out-of-pocket cost to residents seeking immunizations at our facilities. We have been providing community based adult flu clinics in our rural communities for many years but have only been able to bill Medicare Part B. By expanding billing capabilities, we can save others from having to pay out-of- pocket. We feel this would increase the number of adults who seek the influenza vaccines at our clinic. This would also decrease barriers for the Counties 400 plus employees as our Insurance Company provide "influenza vaccine clinics" to county employees for just one day. If the employee is not available on that day, they must receive their vaccine elsewhere or pay the Office of Health for their vaccine and submit their receipt to our insurance company.

The Gila County Office of Health has been using the web-based ASIIS Program to record vaccines administered to children. We would like to expand this service to include adult vaccines including the influenza vaccine. We have been providing community based adult flu clinics in our rural communities for many years, but have not used the ASIIS program to record this data. By entering data of the adult influenza clinics, we can use ASIIS to run and reminder/recall program and call all the adult's who received vaccines the previous year to come and get their shot.

Gila County participates in an insurance pool with other counties. The County has a "Wellness Program" with a wellness committee. We would collaborate with this committee to do an in-house media campaign promoting the importance of adult vaccines to our employees. An in-house promotion of the influenza vaccine would also be done, encouraging employees to get their annual flu shot.

This project supports the Community Preventive Services Task Force (CPSTF) recommendations of effective vaccine-related interventions or strategies. Collaboration between healthcare providers regarding resources available for patients to obtain vaccines will enhance access to vaccination services. The social media campaign and patient education services will increase community demand for vaccination. Training of physicians and their employees with education regarding vaccine preventable diseases and the benefits of using the states ASIIS program and reminder/recall systems will offer provider/system based interventions. These strategies will require coordinated partnerships between the State, the local health department and local healthcare providers.

This project also aligns with the goals described in the 2010 National Vaccine Plan. Our media campaign combined with physician education will support communication between the physician and their patients. It will also enhance informed vaccine decision making for both. The assessment required to develop the "Immunization Guide" will reveal gaps in adult vaccines available within our communities, and enable healthcare providers to make appropriate changes to ensure a stable supply of all recommended vaccine. The "Immunization Guide" along with use of the States ASIIS Program and reminder/recall systems by providers will help to improve access to vaccines and increase coverage rates. Our media campaign for both the community and providers and our provider trainings will increase awareness of the benefits of adult vaccines.

A logic model regarding this program is attached. It provides the goals and objectives of this program, the strategies and approaches as well as the key milestones and proposed timeline for completion.

Project Evaluation

A description of the project evaluation including target measures and how the proposed targets will be measured are in the attached "Gila County Adult Immunization Logic Model". Since we have no data on current adult immunization levels, this project will set a base number for future data.

Summary Report

The final report will be provided before Friday, September 13, 2013 by 3:00 p.m., EST. The report will include a detailed account of all activities, successes and/or challenges, supplemental data, and outcomes based on the "Gila County Adult Immunization Logic Model". Gila County will include copies of all the materials developed over the course of the project including mass media and training programs, as well as detailed lists of physicians and office staff who received the materials. Health Fair literature will be provided, but only a count of the number distributed will be provided. A count will be provided regarding information distributed to physicians offices but individual patients will not be listed.

This proposal and the attached price sheet are valid for 45 days from date of submission.

COST PROPOSAL TABLE FOR GILA COUNTY ADULT IMMUNIZATION PROGRAM				
Staffing Costs				
	Position	Hours	Hourly Rate	Total
Staff A				$0
Staff B				$0
Staff C				$0
Staff D				$0
Staff Subtotal: In-kind (to be provided by County)				$0
Other Direct Costs (ODCs)				
Travel	1300 miles	.57 per mile		$741.00
Materials	Pamphlets for 70 physicians offices			$10,000 .00
	Referral Booklets			$430 .00
Printing	Educational Material			$ 500.00
Other (please define below				$
	Conference rooms fees			$ 300.00
	2 billboards for 12 months			$9,635.00
ODC Subtotal				$21,606 00
Indirect (Administrative) Costs (10% of total grant)				$2,400.67
GRAND TOTAL				$24,006 67

Staffing: Gila County will pay all salaries for this proposal.

Travel: 1,300 miles covers driving to Payson, Young, Tonto Basin, Hayden/Winkelman, and Roosevelt x 2 plus visits to each physician office. County charges $0.57 per mile.

Materials: Pamphlets to distribute at health fairs and physicians offices. 10 different pamphlets @ 1,000 each, @ x .91 each plus tax.

Education material - (Adult Immunization schedules, etc) for trainings - $500.00.

Other: Conference room fees – 2 x $150.00 - $300.00

2 Billboards – Globe - $450/month for 12 months plus $750.00 installation - $6,150.00.
Payson - $250/month for 12 months plus $485.00 installation - $3,485.00

Indirect Costs: 10% of total grant - $2,400.67

This proposal is valid for 45 days from date of submission.

Flu

Busters!

GILA COUNTY OFFICE
OF
HEALTH SERVICES

ARIZONA PROGRAM DESIGN AND EVALUATION LOGIC MODEL

Gila County – Adult Vaccines

Needs/Resources	Goals & Objectives	Strategies/Approaches	Key Milestones	Evaluation
Gila County has a limited number of providers that carry all recommended adult vaccines **Gila County has limited data on vaccine coverage and tracking of vaccine coverage for adults** **Needs:** Materials: Other 1)Facilities to provide physician and physician office staff training 2) Educational materials for distribution. 3) Incentives **Resources:** Human Resources: 1) technological support 2) in-kind staff services	Goal 1: **Improve patient education to increase community demand for vaccinations.** Objectives: a. The proposed target population of adults age 18 and older that reside in Gila County will have an increased awareness of the need to be vaccinated. b. The target population will have a better understanding of adult vaccines including HPV vaccine, seasonal influenza, pneumococcal, zoster, and tetanus, diphtheria and pertussis (Tdap).	A1. Adults 18 years of age and older age will have an increased knowledge of immunizations as evidenced by number of articles written, public service announcement, radio station PSA and open lines, adult vaccination information on county website and billboards. B1). Information regarding adult vaccines will be provided at 4 health fairs as evidenced by the number of information packets distributed per health fair.	A1a. Establish a committee to review the CDC's "Gateway to Health Communications and Social Marketing Practice" and the "Audience Insights" and develop a mass media campaign for Gila County by 2/1/2013. A1b) Articles on adult vaccines will be written to be faxed to newspapers monthly for the months of February – September 2013. B1a) Research and purchase Adult immunization information to be provided at local health fairs by March 1, 2013. B2) Research and register for four local health fairs in Gila County upon availability.	a. Number of media outreach. a. Number of events and education provided at events.

Office Space Office machinery		B2). Information regarding adult vaccines will be presented at Gila Counties three Senior Centers as evidenced by sign-in sheets	B2a) Create an education program for Senior Centers by April 2013. B2b) Schedule visits to senior centers upon availability.	a. Number of Senior Centers visited and education provided at events.
	Goal 2: **Increase Provider Education regarding adult vaccines.**			
	Objectives: a. Physicians will have an increased awareness of VPD's and the importance of adult vaccines.	a1) Training will be offered to all physicians regarding VPD's, adult vaccines and vaccine safety as evidenced by agenda and sign-in sheets.	a1A) Schedule conference room, create flyers, extend invitations and implement physician training by 4/1/13	a. Number of physicians that attend the in-service.
	b. The office staff of healthcare providers will understand the importance of adult vaccines, which vaccines should be received by their clients and when those vaccines should be offered.	B1) Trainings will be provided regarding adult vaccines to physicians office staff as evidenced by sign-in sheets. B2) Support services will be provided via telephone for assistance regarding immunizations to providers offices as evidenced by log book notes.	B1A) Create packets containing information regarding adult immunizations, health department contact information including pamphlets to distribute to patients in their offices by 5/1/13. B1b) Schedule 2 office staff training sessions (one in Globe, one in Payson) for training by 6/1/13.	a. Number of trainings and number of staff in attendance. b. Number of calls received from office staff regarding vaccines.

	c. Offer provider/system based interventions	C1) Provide training for office staff regarding the availability and uses for ASIIS and its reminder/recall system. Provide information regarding automated telephone recall systems as evidenced by number of packets provided.	C1a) Create training information to provide to office staff regarding ASIIS and its reminder/recall system. Provide information on automated telephone reminder/recall systems by 6/1/13.	c. Number of trainings provided and number of staff in attendance. c. Number of physicians office that implement the use of ASIIS for adults and a reminder/recall system.
	Goal 3: **Expand access to vaccines.** Objectives: a. Coordinate partnerships between local providers and other sources for immunizations to portray an accurate picture of vaccine availability. b. Establish a referral system to ensure patients have accessibility to necessary vaccines. c. Eliminate financial barriers for consumers to	A1) Obtain information regarding vaccines available at each provider or immunization site and restrictions on administration as evidenced by booklet B1) Develop and publish a guide for physicians to use as a resource for vaccines their office does not carry as evidenced by copy of booklet C1) Work with the counties current 3rd party billing service to include the ability	A1a) Create vaccine questionnaire to interview physicians regarding availability of adult immunizations in their practices by 3/1/13 Correlate all data and print guide regarding vaccine availability by 7/1/13. C1a) Schedule discussion of needs for third party adult vaccine billing with	a. Number of booklets provided to physicians, and immunization sites. Expansion of necessary contracts.

	facilitate access to routinely recommended vaccines.	to bill insurance companies for adult vaccines as evidenced by receipts of payment.	biller. Start 1/31/13 throughout contract.	
		C2) Expand current contract with Medicare to include all vaccines instead of just roster billing for flu as evidenced by correspondence	C2a) Contact 3rd party biller regarding changes need to bill for additional adult vaccines through Medicare 2/1/13 C2b) Contact Medicare and begin process to bill for services by 3/1/13.	Expansion of Medicare contract.
	d. Develop, implement, and evaluate employer-based immunization program.	D1) Set up meetings between nursing and the County Wellness Program as evidenced by attendance sheet	D1a) Set up meeting with County Wellness Program by 4/13.	Ability to provide vaccine services to county employees.
		D2) Establish an agreement for services with the Counties insurance company as evidenced by ability to bill for services	D2a) Contact 3rd party biller to ensure an adult vaccine contract is in place by 2/15/13.	
		D3) Provide in-house education regarding adult vaccines .	D3a) Write articles for monthly wellness flyers by the 15th of the previous month.	
Are strategies/ approaches meeting the needs?	Are short and long term outcomes tied to the evaluation?	**Are the strategies/ approaches addressing the outcome objectives?**	**Are the strategies/ approaches being implemented as written?**	**Is there ongoing assessment and quality improvement?**

ARF-1609 **Consent Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2012-2013 and 2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	Date signed by ADOH-3/30/2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 1 to Funding Agreement No. 152-12 with Arizona Department of Housing

Background Information

The Community Development Block Grant program was started with the Housing and Community Development Act of 1974. The Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the Arizona Department of Housing for projects that meet the National Objectives.

Original Contract 152-12 was signed by Chairman Tommie C. Martin on April 3, 2012.

Evaluation

Amendment No. 1 to a Funding Agreement with the Arizona Department of Housing, Contract No. 152-12, will increase the grant by the amount of the 2012 Community Development Block Grant Regional Award (CDBG RA) to the County ($104,276) and extend the contract out 24 months. Additionally, the Scope of Work will be changed to show the number of units assisted will increase to six.

Conclusion

By the Board of Supervisors approving Amendment No. 1 to Contract No. 152-12, Gila County Housing Services will provide rehabilitation services to eligible citizens residing in Gila County.

Recommendation

The Gila County Community Action, Housing Program Manager recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 1 to Funding Agreement No. 152-12 between the Arizona Department of Housing (ADOH) and Gila County Division of Community Services, Housing Services, whereby the grant will be increased by the amount of the 2012 Community Development Block Grant Regional Award to the County in the amount of $104,276; extends the contract by 24 months and changes the number of units assisted to six, effective upon the date of execution by ADOH through March 30, 2016.

Attachments

Amendment No. 1 to Funding Agreement Contract No. 152-12 ADOH

Funding Agreement Contract No. 152-12 ADOH

Legal Explanation

Contract No.: 152-12
Termination Date: 03.30.2016
Amendment No. 1

AMENDMENT TO A FUNDING AGREEMENT Between ARIZONA DEPARTMENT OF HOUSING and GILA COUNTY

This **Agreement**, is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and **Gila County (Recipient)**.

RECITALS

1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

AGREEMENT

The grant will be increased by the amount of the 2012 CDBG RA award to the County ($104,276) and extended out 24 months. Additionally, the Scope of Work will be changed to show the number of units assisted will increase to six (6).

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

A	**Scope of Work**
C	**Budget**
D	**Request for Payment Form**

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

BY: _____ BY: _____

Michael Trailor

TITLE: Director TITLE: Chairman, Gila County Board of Supervisors

Tommie C. Martin

DATE: _____ DATE: _____

Manager's Approval: _____

Approved as to form:

_____

Bryan B. Chambers,
Chief Deputy County Attorney

Date_____

Attachment A

SCOPE OF WORK

Activity #1 - Administration **$40,408 CDBG**

To carry out required actions in the administration of all activities funded from the **FY 2011 CAAG Regional Account for Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 –Owner Occupied Housing Rehab **$184,086 CDBG**

To use CDBG funds for single family owner occupied housing rehabilitation. The activity will be conducted within Gila County boundaries excluding Indian Reservations. The project will rehabilitate six (6) units. Qualified homeowners (at 80% or below AMI) will be selected from a Gila County Housing Rehabilitation waiting list, on a first come first served basis. The homeowner will receive the help in the form of a forgivable, non-interest bearing deferred payment loan. All rehabilitation services provided will be completed by in-house staff, and all construction services will be completed by licensed and insured general contractors.

This activity will meet the Low Moderate Income Benefit National Objective (LMH) and will benefit approximately 6 people. 100% are considered low to moderate income.

HUD Performance Measures

Objective: Decent Housing

Outcome: Accessibility/Affordability

Indicator(s): Number of units brought to standard condition

Data Collection Methodology:

1) Activity logs that show units and households assisted,
2) Surveys that show customer satisfaction

ARIZONA DEPARTMENT OF HOUSING

CDBG

Attachment C

Budget

Recipient	Gila County			Date	11/26/2012
Contract No./File No.	152-12 Contract Period: from 3/1/12 to 3/30/16			Revision No.	1
Activity	OOHR				
Recipient Address	5515 S Apache Avenue Ste 200			City	Globe
Contact Person	Malissa Buzan			Fax	928.425.9468
Phone	928.402.8693	Email	mbuzan@gilacountyaz.gov	Zip Code	85501
Program Specialist	Jauron K. Leefers	Email	jauronleefers@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG 2011	CDBG 2012				
Activity No. 1	$21,639.00					
Activity No. 1		$18,769.00				
Activity No. 2	$98,579.00					
Activity No. 2		$85,507.00				
Total	$120,218.00	$104,276.00				

ARIZONA DEPARTMENT OF HOUSING

CDBG

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County				
Contract No	152-12 Contract Period: from 3/1/2012 to 3/30/2016			Date	
Activity	OOHR			Pay Req. No/Mo	
Recipient Address	5515 S Apache Ave Ste 200			Direct Wire Dep	☐ Yes ☐ No
Contact Person	Malissa Buzan			City	Globe
Phone	928.402.8693	Email	mbuzan@gilacountyaz.gov	Fax	928.425.9468
Program Specialist	Jauron K. Leefers	Email	jauronleefers@azhousing.gov	Zip Code	85501
				County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of receipts, invoices, bank statements.
ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG 2011	CDBG 2012	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Activity 1	5091	$ 21,639.00			$ 21,639.00		$ 21,639.00
Activity 1	5091		$ 18,769.00		$ 18,769.00		$ 18,769.00
					$ -		$ -
Activity 2	5094	$ 98,579.00			$ 98,579.00		$ 98,579.00
Activity 2	5094		$ 85,507.00		$ 85,507.00		$ 85,507.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ 120,218.00	$ 104,276.00	$ -	$ 224,494.00	$ -	$ 224,494.00

Recipient Authorized Signature | Date | Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval		Date		ADOH Program Manager Approval	Date

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

☒ A Scope of Work
☒ B Performance Report/Schedule of Completion
☒ C Budget
☒ D Request for Payment Form
☐ E Special Conditions of the Agreement
☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
☒ G Authorizing Resolution(s)

AGREEMENT NO. **152-12**
TERMINATION DATE **March 30, 2014**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
Owner Occupied Housing Rehabilitation

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

GILA COUNTY
(Entity)

An Arizona County **(Recipient)** DUNS # **02407139**, located at

5515 South Apache Avenue, Suite 200
Street
Globe, Arizona 85501-4430
City State Zip

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ $120,218.00 in the following type of funds to Recipient in accordance with this Agreement.

☒ **CDBG,** CFDA # 14.228
Federal Fiscal Year 2011
$ 120,218.00

☐ **HOME,** CFDA # 14.239
$_____

☐ **HTF**
$_____

☐ **HOPWA,** CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **SHP,** CFDA # 14.235
Federal Fiscal Year _____
$_____

☐ **SPC,** CFDA # 14.238
Federal Fiscal Year _____
$_____

☐ **NSP,** CFDA #
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until March 30, 2014 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook;*** (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24 CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

☐ **Neighborhood Stabilization Program, NSP,** requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the ***Scope of Work*** hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the ***Scope of Work.***

Revisions to the ***Scope of Work*** that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the ***Scope of Work*** require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes; and
(e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised ***Scope of Work*** attached;
(f) The ownership entity changes;
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

Bimonthly Progress Report attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A, B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**
Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of***

Completion attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new

construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing ***Request for Payment*** form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program Income" means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to

generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by the Recipient.

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the ***Scope of Work*** **(Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** **(Attachment A)** and the ***Schedule of Completion*** **(Attachment B)** or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion,** attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;

(b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the *Scope of Work* (**Attachment A**) or fails to expend any funds in accordance with the *Budget* (**Attachment C**) within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6,** hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement,

(d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,

(e) Recapture funds and terminate contract,

(f) Withhold future ADOH grant awards from all sources, or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

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

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply

shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable Federal nondiscrimination

requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

Section 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.

(c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

The Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.
The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such

policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipients shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, the Recipient and the Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the federal Privacy Act and requires the same of its contractors and subcontractors.

Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

GILA COUNTY
Entity
MALISSA BUZAN, HOUSING SERVICES MANAGER
Attention (if applicable)
5515 SOUTH APACHE AVENUE, SUITE 200
Mailing Address
GLOBE, ARIZONA 85501-4430
City State Zip

Section 46. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 47. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 48. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: _____
Michael Trailor
Director

DATE: 4/3/12

GILA COUNTY, RECIPIENT

BY: _____
Tommie C. Martin
TITLE: Chairman, Gila County Board of Supervisors

DATE: 4/3/12

Approved as to form:

_____
Bryan B. Chambers,
Chief Deputy County Attorney

Date: 4-3-12

Attachment A

SCOPE OF WORK

Activity #1 - Administration **$21,639 CDBG**

To carry out required actions in the administration of all activities funded from the **FY 2011 CAAG Regional Account for Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 –Owner Occupied Housing Rehab **$98,579 CDBG**

To use CDBG funds for single family owner occupied housing rehab. The activity will be conducted within Gila County boundaries excluding Indian Reservations. The project will rehab 3 units. Qualified homeowners (at 80% or below AMI) will be selected from a Gila County Housing Rehab waiting list, on a first come first served basis. The homeowner will receive the help in the form of a forgivable, non-interest bearing deferred payment loan. All rehab services provided will be completed by in-house staff, and all construction services will be completed by licensed and insured general contractors.

This activity will meet the Low Moderate Income Benefit National Objective (LMH) and will benefit approximately 6 people. 100% are considered low to moderate income.

HUD Performance Measures

Objective: Decent Housing

Outcome: Accessibility/Affordability

Indicator(s): Number of units brought to standard condition

Data Collection Methodology:

1) Activity logs that show units and households assisted,
2) Surveys that show customer satisfaction

HOUSING PERFORMANCE REPORT

ATTACHMENT B

Recipient _____ **Report Period** **Year**_____

Contract # _____ ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐**Homeownership Activity**
Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

☐**Housing - New Construction Activity**
New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

☐**Rehabilitation Activity** ***(including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)***
Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

*** Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

Part III. Financial Activity & Demographic Information

Contract #:

IDIS #	Name	Address, Zip Code +4	* Lead Abate?	Amount Expended ($)	After Rehab Value ($)	Project Completion Date (mm/dd/yy)	# of Bedrooms	Gross Monthly Income ($)	* HH% of Area Median Income	* Race of HH	Persons in HH (#)	* Head of Household	* HH Type	Hispanic (Y/N)

Total # of Units Set Up	NA
Total # of Units Completed	NA
Total Amount of CDBG Funds Expended.	$0.00
Total # of Units.	

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White 19- American Indian or Alaskan Native & Black 20- Other Multi-racial	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Not Related 6- Female Head of House 7- Disabled	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	M - Male F - Female	Y - Yes N - No

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site M

Contract Closed ___ Date: _____ ADOH Signatur

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Not Related	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	M - Male F - Female	Y - Yes N - No

ARIZONA DEPARTMENT OF HOUSING

CDBG

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	152-12	Contract Period: 3/1/12 to 3/30/14		Revision No.	
Activity	OOHR				
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			Fax	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Zip Code	928-425-9468
Program Specialist	Sharon Tolman	Email	sharon.tolman@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG FY2011	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Admin	$21,639.00					
2. OOHR	$98,579.00					
Total	$120,218.00					

ARIZONA DEPARTMENT OF HOUSING

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	152-12	Contract Period: 3/1/12 to 3/30/14		Pay Req. No/Mo	
Activity	OOHR			Direct Wire Dep	Yes No
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			Zip Code	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	Sharon Tolman	Email	sharon.tolman@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Copies of actual receipts, invoices, and cancelled checks should be included. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2011		Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. Admin		$21,639.00			21,639.00		21,639.00
2. OOHR		$98,579.00			98,579.00		98,579.00
Total		$120,218.00	$0.00	$0.00	$120,218.00	$0.00	$120,218.00

Recipient Authorized Signature | Date | Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval		Date		ADOH Program Manager Approval	Date

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Gila Co	Date	
Contract No	152-12 Contract Period: 3/1/12 to 3/30/14	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Address of Payee	Federal Employer Identification Number (EIN)	Date Paid	Check # Invoice PO	Amount of Request Column "g"	Balance paid by other source	Name of other source
Totals							0.00	0.00	

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.
d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
g. Federal Fair Housing Act of 1988, P.L. 100-430.
h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the adr..... ...ion of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, 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;
    b. 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, a Member of Congress, and officer or employee of Congress, or an empl[illegible] 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.
    c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

    "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 a 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 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

AUTHORIZATION TO SUBMIT APPLICATIONS AND IMPLEMENT CDBG PROJECTS

RESOLUTION NO. 11-08-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2011STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the COUNTY OF GILA is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within *this* application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the BOARD OF SUPERVISORS of the COUNTY OF GILA authorize application to be made to the State of Arizona, Department of Housing for FY 2011 CDBG funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and
THAT, the *County of Gila* will comply with all State CDBG Program guidelines, Federal Statutes and Regulations applicable to the State CDBG Program and the certifications contained in this application(s).

Passed and adopted by the *Board of Supervisors of the County of Gila* on this 2nd day of August 2011.

By: _____
Michael A. Pastor, Chairman,
Gila County Board of Supervisors

ATTEST:

By: _____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Chief Deputy County Attorney

26.1

ORIGINAL TO STATE CDBG

STATE OF ARIZONA
DEPARTMENT OF HOUSING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

GRANTEE	FUNDING AGREEMENT NUMBER(S)

AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE ACTIONS
PERTAINING TO CDBG FUNDING AGREEMENTS

ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

Typed Name David J.H. Fletcher Title Director

Signature [signature] Date 3/7/2012

Typed Name Bree'na York Title Fiscal Services Manager

Signature [signature] Date 3/7/2012

Typed Name Malissa Buzan Title Housing Services Program Manager

Signature [signature] Date 3/7/2012

Typed Name Stacie Allison Title Planning & Grants Coordinator

Signature [signature] Date 3/15/2012

I CERTIFY THAT THE SIGNATURES ABOVE ARE THOSE OF THE INDIVIDUALS WHO MAY AUTHORIZE ADMINISTRATIVE ACTIONS FOR THE CITED CONTRACT AND THAT I AS THE CHIEF ELECTED OFFICIAL HAVE THE AUTHORITY TO DESIGNATE THESE INDIVIDUALS TO TAKE SUCH ACTION.

Typed Name Tommie C. Martin Title of Chief Elected Official Chairman, Gila County Board of Supervisors

Signature _____ Date _____

ORIGINAL TO STATE CDBG

State of Arizona
Arizona Department of Housing
Community Development Block Grant (CDBG) Program

DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s) 144-11

Grantee/Recipient: Gila County
Address: 5515 S. Apache Ave., Suite 200
City: Globe
State: Arizona
Zip: 85501

Funds shall be deposited by the grantee to:

JP Morgan Chase Bank — Name of Financial Institution

Gila County Treasurer, #11804047 — Account Name/Number

A. [ ] Check this box if payment to be mailed to grantee
B. [x] Check this box if payment to be sent electronically (direct deposit).

Note: If Box B checked, GA0-618 Automated clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 2000.171.3310.00
194-01-17100-4402

Leverage account number, if applicable: N/A

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Tommie C. Martin — Typed Name of Chief Elected Official

Signature of Chief Elected Official

Chairman, Gila County Board of Supervisors — Title

Date

F-1 (11/06)

State of Arizona
Arizona Department of Housing
Community Development Block Grant (CDBG) Program

AUTHORIZED SIGNATURE CARD
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

Grantee	Funding Agreement Number(s)

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s).:

❶ _____ 3/7/2012
Signature — Date
David J.H. Fletcher — Director
Typed Name — Title

❷ _____ 3/7/2012
Signature — Date
Bree'na York — Fiscal Services Manager
Typed Name — Title

❸ _____ 3/7/2012
Signature — Date
Malissa Buzan — Housing Services Program Manager
Typed Name — Title

❹ _____ 3/15/2012
Signature — Date
Stacie Allison — Planning & Grants Coordinator
Typed Name — Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract, and that ***I as the Chief Elected Official (Mayor/County Board Chairperson) have the authority to designate these individuals to take such action.***

_____ _____
Signature OF Chief Elected Official — Date

Tommie C. Martin — Chairman, Gila County Board of Supervisors
Typed Name — Title

F-2 (11/06)

State of Arizona - Department of Administration - General Accounting Office (GAO)

ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007

Please notify all State agencies that you do business with of any ACH requests

REQUEST TYPE

○ New ○ Change ○ Cancellation, Cancellation Reason:

PAYEE IDENTIFICATION

Federal Employer's Identification Number (EIN) 86 - 6004444

OR State Employee EIN

OR Social Security Number (SSN) ___ - ___ - ____

Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service.

Payee's Name	Phone	Ext
Gila County Community Services	928 425-7631	8667

Address	City	State	Zip Code
1400 E. Ash Street	Globe	AZ	85501

CHANGE INFORMATION-FOR CHANGE REQUEST ONLY

Changing: ☐ Financial Institution ☐ Account Type ☐ Account Number ☐ Authorized Signers

Previous Financial Institution: | Previous Account Type: ○ Checking ○ Savings | Previous Account Number:

AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION

Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made.

I authorize the State to withdraw from the designated account all amounts deposited electronically in error. If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If I decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.

I certify th... ...d agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.

I authorize the State to stop making electronic transfers to my account without advance notice.

I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.

Name	Authorized Signature (Required)	Title	Date
Bree'na York	Breena York	Fiscal Services Manager	3-7-12

Additional Authorized Signers

Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date

I would like to receive addendum records in the following format: ○ CTX ○ CCD ○ CCD+

Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at http://vendpay.gao.azdoa.gov.

If State Employee, attach a cancelled check here

FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY

Financial Institution Name	Phone	Ext
JP MOrgan Chase	602 221-2960	

Address	City	State	Zip Code
P.O.Box 71	Phoenix	AZ	85001-0071

Routing Transit #	Customer Account #	Account Type
1221-0002-4	11804047	☒ Checking ○ Saving

Financial Institution Representative Name	Title
Tonique Smith	CSP

Signature (Required)	Date	Phone	Ext
see attached			

GAO USE ONLY

Verified by and date	Entered by and date	Vendor #	MC

Prenote date	Input verified by	Approved by

State of Arizona - Department of Administration - General Accounting Office (GAO)

ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007

Please notify all State agencies that you do business with of any ACH requests

REQUEST TYPE

○ New ○ Change ○ Cancellation, Cancellation Reason:

PAYEE IDENTIFICATION

Federal Employer's Identification Number (EIN) 86 - 6001444

OR State Employee EIN

OR Social Security Number (SSN) ___ - ___ - ____

Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service.

Payee's Name	Gila County Community Services	Phone	928 425-7631	Ext	8667
Address	1400 E. Ash Street	City	Globe	State	AZ	Zip Code	85501

CHANGE INFORMATION-FOR CHANGE REQUEST ONLY

Changing: ☐ Financial Institution ☐ Account Type ☐ Account Number ☐ Authorized Signers

Previous Financial Institution: | Previous Account Type: ○ Checking ○ Savings | Previous Account Number:

AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION

Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made.

I authorize the State to withdraw from the designated account all payments deposited electronically in error. If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If I decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.

I certify th... ...and agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.

I authorize the State to stop making electronic transfers to my account without advance notice.

I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.

Name	Authorized Signature (Required)	Title	Date
Bree'na York	Breena York	Fiscal Services Manager	3-7-12

Additional Authorized Signers

Name	Authorized Signature	Title	Date

I would like to receive addendum records in the following format: ○ CTX ○ CCD ○ CCD+

Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at https://vendpay.gao.azdoa.gov.

If State Employee, attach a cancelled check here

FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY

Financial Institution Name	JP Morgan Chase	Phone	602 221-2960	Ext	
Address	P.O.Box 71	City	Phoenix	State	AZ	Zip Code	85001-0071

Routing Transit #	1221-0002-4	Customer Account #	11804047	Account Type ● Checking ○ Saving
Financial Institution Representative Name	Tonique Smith	Title	CSP	
Signature (Required)	Tonique Smith	Date	3/9/12	Phone	602 221-2940

GAO USE ONLY

Verified by and date	Entered by and date	Vendor #	MC
Prenote date	Input verified by	Approved by	

STATE OF ARIZONA
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
VENDOR INFORMATION PACKET

SECTION 1. DEFINITIONS

The following terms used in this information packet have the meanings indicated unless the context clearly indicates otherwise.

Automated Clearing House (ACH) - a central distribution and settlement point for clearing the electronic credit and debit transactions between financial institutions.

American Clearing House Association (ACHA) - a regional association that provides rules and guidelines for the efficient operation of the ACH network.

ACH payment - a payment made to a vendor by way of direct deposit to the vendor's bank account as an alternative to issuing a warrant.

Addendum Record - an ACH record type that carries supplemental data needed to completely identify an account holder or to provide information concerning an ACH payment.

Arizona Financial Information System (AFIS) - the accounting system used by the State of Arizona for making payments to vendors.

A.R.S. - Arizona Revised Statutes.

Business Day - any day on which financial institutions are open for business with the public.

CCD - cash concentration or disbursement, the format of ACH payment without any addenda information.

CCD+ - cash concentration or disbursement, the format of ACH payment with addenda information allowing up to one addendum record per payment record. Due to the limitation on the length of the addendum record, only the contact telephone number of the paying entity is included as payment related information.

Confirmation Letter - a letter sent by the GAO Vendor Group that verifies the accuracy of the first ACH payment generated for a vendor.

Credit Entry - an electronic funds transfer (EFT) to deposit funds into an EFT account.

CTX Format - the format of ACH payment with addenda information allowing up to 9,999 addendum records per payment record.

Debit Entry - a reversal of a credit entry.

EFT Account - an account that had been designated in accordance with this section to receive credit entries from paying State agencies.

General Accounting Office (GAO) - part of the Department of Administration responsible for oversight of the payment processing system including ACH.

National Automated Clearing House Association (NACHA) - sets the operating rules and procedures for users of the ACH direct deposit system.

Payee - see Vendor.

Paying State Agency - with respect to a particular credit or debit entry, the State agency that initiates the entry.

Pre-note Record - a $0.00 test transmittal of each vendor's direct deposit information. Pre-notes are sent for initial ACH setup, changes in financial institution or account information and re-activation of vendor ACH profiles.

Rules - the requirements of the National Automated Clearing House Association, Arizona Clearing House Association, Federal Reserve System's Regulation E and the State Comptroller's rules for ACH payments.

Settlement Date - the date the vendor's financial institution credits the vendor's individual account.

State - the State of Arizona.

State Agency - any Department, Authority, Board, Commission, Council, Administration, Court, Registrar, Office, Institution or other Arizona entity in the Executive, Legislative or Judicial branch.

Vendor - an individual, entity, annuitant or state employee (for non-payroll transactions) that receives a payment from the State of Arizona.

SECTION 2. THE ELECTRONIC SYSTEM

The State of Arizona implemented ACH payment processing throughout the State in February of 2001.

The electronic payment method used by the State is called the Automated Clearing House (ACH), which is an alternative to issuing warrants to vendors for payment. The State uses the American Clearing House Association's (ACHA) ACH system. The ACHA serves as the clearing house and processes electronic payments to the vendors' accounts. The ACHA authorizes only certain financial institutions to originate electronic payments through their systems. Therefore, the GAO uses an authorized originator, the State servicing bank, to process these payments through the ACH system.

SECTION 3. ACH APPROVAL PROCESS

Vendors doing business with the State of Arizona who desire to receive ACH payments must complete an ACH Vendor Authorization Form (GAO-618). The state agencies will provide the ACH Vendor Authorization Form (GAO-618) to new ACH vendors along with a vendor set up package. Vendors can also obtain a copy of this form at the GAO's website at www.gao.state.az.us. After completion, the form should be submitted to the GAO for processing. Vendors only need to complete one ACH Vendor Authorization Form (GAO-618) to receive payments from multiple state agencies. Any changes in financial institution or account number will require a new ACH Vendor Authorization Form (GAO-618).

Vendors should be willing to receive all ACH payments into a single checking or savings account. Approval for requests to receive ACH payments into multiple accounts will be determined on a case-by-case basis by the State Comptroller.

Vendors will receive ACH payments with the format indicated on their ACH Vendor Authorization Form (GAO-618). The acceptable ACH formats are CTX, CCD, and CCD+. These addendum records contain the detailed supporting payment information such as the name of the paying agency, the claim number, the purchase order number, the vendor invoice number/date and the payment amount. Detailed payment information can also be viewed online at http://venpay.gao.azdoa.gov

The GAO will verify the completeness of the data on the ACH Vendor Authorization Form (GAO-618) and for update to the AFIS vendor file. After a successful update, the GAO will transmit a pre-note record to the State servicing bank. The State servicing bank will process the pre-note record though the ACHA for verification of the vendor's account. The GAO will allow 15 days for the pre-note to be verified. If negative notification is not received, the vendor will be approved to receive their first ACH payment after the 15 day pre-note period.

The GAO will send a confirmation letter to each vendor after the first ACH payment has been made. The letter will identify payment information (invoice number, amount and payment number) for the vendor to verify that the deposit was credited properly to the correct bank account. Vendors must sign and return the confirmation letter to GAO within 90 days of their first ACH payment. No future ACH payments will be made until a signed confirmation letter has been returned by the vendor. If the vendor does not sign and return the confirmation letter within 90 days, the GAO will inactivate the vendor's ACH mail code. Vendors with inactivated ACH mail codes will need to submit a new ACH Authorization Form (GAO-618) to restart the ACH approval process.

SECTION 4: ACH PAYMENT PROCESS

The various steps of an ACH payment from the GAO to a vendor's account are indicated below:

Step 1: State agencies submit their vendor claims for ACH payment issuance through AFIS using the ACH approved vendor number and mail code on the claim.

Step 2: The GAO transmits a daily file with detailed ACH payment data to the State servicing bank. The State servicing bank transmits the information to the ACHA. The ACHA determines the routing for each ACH payment to properly credit the vendor's account by using the unique 9-digit routing number assigned to each financial institution.

Step 3: On the settlement date of the electronic payment, two business days after transmission to the State servicing bank, the vendor's financial institution will credit the vendor's bank account. The funds should be available to vendors at the opening of business on the settlement date. Vendors should contact their financial institutions to determine their policies for posting ACH payments.

It should be noted that if the paying State agency determines that an erroneous credit ACH entry was made to a vendor, the State agency must immediately submit an ACH Payment Reversal Form (GAO PM-ACH1) to the GAO to reverse the credit. The GAO will then transmit an electronic debit entry to the State servicing bank for the erroneous payment. The State servicing bank will credit the State's account and transmit the debit entry to the vendor's financial institution. Upon verification that the vendor's financial institution returned the funds to the State servicing bank, the GAO will transfer the funds back to the appropriate State agency.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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. § 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-1623 **Consent Agenda Item 4- D**

Regular BOS Meeting

Meeting Date:	01/22/2013		
Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	July 2012-June 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010-June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 7 to Contract No. DE111073001 with Arizona Department of Economic Security

Background Information

The Community Action Network is made up of public and private agencies that work to alleviate poverty and empower low-income families in communities throughout Arizona. Most of the agencies are Community Action Agencies (CAAs), created through the Economic Opportunity Act of 1964. CAAs provide services to more than 150,000 people annually.

They coordinate emergency assistance, provide weatherization services, sponsor youth programs, operate senior centers and provide transportation in rural areas. CAAs provide linkage to job training opportunities, GED preparation courses and vocational education programs. They provide a range of services addressing poverty-related problems from income management and credit counseling to entrepreneurial development and small business incubators; from domestic violence crisis assistance to family development programs and parenting classes, food pantries and emergency shelters to low-income housing development and community revitalization projects.

Contract No. DE111073001 was signed by Chairman Pastor on July 6, 2010.
Amendment No. 1 was signed by Chairman Pastor on May 3, 2011.
Amendment No. 2 was signed by Chairman Pastor on June 7, 2011.
Amendment No. 3 was signed by Chairman Martin on November 15, 2011.
Amendment No. 4 was signed by Chairman Martin on June 26, 2012.
Amendment No. 5 was signed by Chairman Martin on August 7, 2012.
Amendment No. 6 wa signed by Chairman Martin on November 13, 2012.

Evaluation

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self sufficiency to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, and obtain emergency assistance. Community Services: the primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty. Case Management: components of this emergency service include short-term crisis services and utility assistance services, case management services, emergency shelter, homeless services, move-in assistance, senior services, eviction prevention, and utility assistance.

Conclusion

Amendment No. 7 to Contract No. DE111073001 will change the reimbursement ceiling for the service Case Management from $403,042 to $410,977. This is an increase of $7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010, through June 30, 2015, is $1,826.751.13.

The Itemized Service Budget for the service of Case Management is also revised.

Recommendation

The Community Action Program, Housing Services Manager recommends that the Board of Supervisors approve this ammendment.

Suggested Motion

Approval of Amendment No. 7 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action/Housing Services, changing the reimbursement ceiling for the service Case Management from $403,042 to $410,977, effective on the date of the last signature through June 30, 2013.

Attachments

Amendment No. 7 to DE111073001 DES

Amendment No. 6 to Contract DE111073001 ADOH

Amendment No. 5 to DE111073001

Amendment No. 4 to DE111073001

Amendment No. 3 to DE111073001

Amendment No 2 to DE111073001

Amendment No. 1 to DE111073001

Original Contract DE111073001

Legal Explanation

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER **DE111073001**
Gila County Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	3. AMENDMENT NUMBER **Seven (7)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:
The reimbursement ceiling for the service Case Management is increased from $403,042 to $410,977. This is an increase of $7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,826,751.13.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

Delete and Replace:
Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the existing version with the following:

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

16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

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 Division of Health and Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration 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
Bryan B. Chambers
Chief Deputy County Attorney

Date: _____

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 8,853
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:						**$ 116,227**	**$ 87,243**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo. x 12 mo. X 3 @ 25%			$ 5,362	$ 5,362
	$595.83 per mo. x 12 mo. X 3 @ 50%			$ 10,725	$ 10,725
FICA	0.0765	X	$116,227	$ 8,891	$ 4,446
Workman's Comp	0.003	X	$116,227	$ 349	$ 174
Retirement	0.1115	X	$116,227	$ 12,959	$ 6,480
TOTAL ERE COST:				**$ 38,286**	**$ 27,187**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,625
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 6,125**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,638**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 5,406
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 6,906**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 4 FTE's (includes hotel, registration)	$ 4,000	$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	$ 1,665	$ 1,665
Local Fax, 800 Line, Phone Line & Service	$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 26,225**	**$ 15,945**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 227,914	$ 154,044

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 218,565	$ 218,565
2	LIHCON	*78*	$ -	$ -
3	LLVG		$ 7,935	$ 7,935
4	NHN	*70*	$ 433	$ 433
5	TANF	*49*	$ 30,000	$ 30,000
6	ESG	*17*	$ -	$ -
TOTAL VOUCHER COSTS:			**$ 256,933**	**$ 256,933**

12	TOTAL COSTS:	$ 484,847	$ 410,977

REVENUE SOURCES:		
DES Case Mgt.	$ 410,977	$ 410,977
Gila County	$ 73,870	
TOTAL REVENUE:	**$ 484,847**	**$ 410,977**

TOTAL REVENUE:	**$ 484,847**	**$ 410,977**

4/10/2012
Revised 12/10/2012

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER **DE111073001**
Gila County Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	3. AMENDMENT NUMBER **Six (6)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:
The reimbursement ceiling for the service Case Management is increased from $320,006 to $403,042. This is an increase of $83,036.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $156,000. This is an increase of $6,000, which includes $6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,818,816.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the original with the following:
If providing direct services to children or vulnerable adults, the following shall apply:
16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
16.4 Effective August 2, 2012:
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person 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 and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

Terms and Conditions, **Confidentiality**, section **19.2**

The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seg. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL [signature]	SIGNATURE OF AUTHORIZED INDIVIDUAL Shirley L. Dawson for
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2012	DATE 11/13/12

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: [signature]
Assistant Attorney General

Date: 12/5/12

By: [signature]
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy, Gila County Attorney

Date: 11 13 12

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE	Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1		Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1		Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 8,853
1	1		Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1		Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1		Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1		Clerk	$32,885	0%+50%=50%	50%	$ 16,442	$ 8,221
TOTAL PERSONNEL COST:							$ 116,226	$ 87,243

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 25%			$ 5,362	$ 5,362
	$595.83 per mo x 12 mo X 3 @ 50%			$ 10,725	$ 10,725
FICA	0.0765	X	$116,226	$ 8,891	$ 4,446
Workman's Comp	0.003	X	$116,226	$ 349	$ 174
Retirement	0.1115	X	$116,226	$ 12,959	$ 6,480
TOTAL ERE COST:				$ 38,286	$ 27,187

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,625
TOTAL TRAVEL COSTS:		$ 8,500	$ 6,125

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE COSTS:		$ 21,276	$ 10,638

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 5,406
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MAT & SUPP COSTS:		$ 17,400	$ 6,906

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 4 FTE's (inlcudes hotel, registration)	$ 4,000	$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	$ 1,665	$ 1,665
Local Fax, 800 Line, Phone Line & Service	$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		$ 26,225	$ 15,945

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 227,913	$ 154,044

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	$ 218,565	$ 218,565
2	LIHCON	78	$ -	$ -
3	LLVG		$ -	$ -
4	NHN	70	$ 433	$ 433
5	TANF	49	$ 30,000	$ 30,000
6	ESG	17	$ -	$ -
TOTAL VOUCHER COSTS:			**$ 248,998**	**$ 248,998**

12	**TOTAL COSTS:**	**$ 476,911**	**$ 403,042**

REVENUE SOURCES:		
DES Case Mgt.	$ 403,042	$ 403,042
Gila County	$ 73,869	
TOTAL REVENUE:	**$ 476,911**	**$ 403,042**
TOTAL REVENUE:	**$ 476,911**	**$ 403,042**

4/10/2012
Revised 9/12/2012

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE	Level	Position Title	Salary for Contract Period	% Allocated to Service A+ B = Total		Total Service Cost	DES Cost
1	1		Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 8,199
1	1		Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 3,541
1	1		Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 5,389
1	1		Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 6,977
1	1		Divisional Assistant	$39,104	50%+0=50%	50%	$ 19,552	$ 9,776
1	1		Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1		Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 7,634
1	1		Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 8,024
1	1		Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:							**$ 190,730**	**$ 69,669**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 10%			$ 2,145	$ 2,145
	$595.83 per mo x 12 mo X 6 @ 25%			$ 10,725	$ 10,725
FICA	0.0765	X	$190,730	$ 14,591	$ 7,295
Workman's Comp	0.003	X	$190,730	$ 572	$ 286
Retirement	0.1115	X	$190,730	$ 21,266	$ 10,633
TOTAL ERE COST:				**$ 49,299**	**$ 31,084**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,200
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,800
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 6,000**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		$ -	$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 248,529	$ 106,753

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $247 x 1 household	$ 49,000	$ 49,000
	Average $490 x 100 households	$ 247	$ 247
TOTAL VOUCHER COSTS:		$ 49,247	$ 49,247

12	TOTAL COSTS:	$ 297,776	$ 156,000

REVENUE SOURCES:		
DES CSV	$ 156,000	$ 156,000
Gila County	$ 141,776	
TOTAL REVENUE:	$ 297,776	$ 156,000
TOTAL REVENUE:	$ 297,776	$ 156,000

4/10/2012
Revised 9/12/2012

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	**DE111073001**
	3. AMENDMENT NUMBER **Five (5)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Delete and Replace:

Terms and Conditions, Fingerprinting section 32.1.1, delete and replace the original with the following:

Effective immediately, Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

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 Division of Health and Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 8/28/12	DATE 8/7/12

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: 8/24/12

By: _____
Public Agency Legal Counsel
Bryan B. Chambers

Date: 8 7 2012

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Four (4)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service for Case Management is $320,006.

The reimbursement ceiling for the service for Community Services is $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to $1,735,780.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 7/19/12	DATE 6/26/12

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: 7/12/12

By: _____
Public Agency Legal Counsel
Bryan B. Chambers

Date: 6-26-12

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Three (3)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:
The reimbursement ceiling for the service Case Management is increased from $426,729 to $456,257. This is an increase of $29,528, which includes $6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $220,258. This is an increase of $70,258, which includes $70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2011	DATE 11/15/11

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: 12/5/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers

Date: 11 15 11

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$300 per month x 12 months	$ 3,600	$ 3,600
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 7,800**	**$ 7,800**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 12,046
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 12,286**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 800
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 14,340
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 21,140**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 224,465**	**$ 179,319**

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 243,108	$ 243,108
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 276,938**	**$ 276,938**

12	TOTAL COSTS:	$ 501,403	$ 456,257

REVENUE SOURCES:		
DES Case Mgt.	$ 456,257	$ 456,257
Gila County	$ 45,146	
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 6,000
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 10,200**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 8,154
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ 20,076**	**$ 8,154**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
Scanners	3 @ $300 based on IT quote	$ 900	$ 900
TOTAL EQUIPMENT COSTS:		**$ 900**	**$ 900**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 12,000
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 13,000**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 279,636**	**$ 159,258**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 122 households	$ 61,000	$ 61,000
TOTAL VOUCHER COSTS:		**$ 61,000**	**$ 61,000**

12	**TOTAL COSTS:**	**$ 340,636**	**$ 220,258**

REVENUE SOURCES:		
DES CSV	$ 220,258	$ 220,258
Gila County	$ 120,378	
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Two (2)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from $480,974 to $907,703. This is an increase of $426,729.

The reimbursement ceiling for the service for Community Services is increased from $163,557 to $313,557. This is an increase of $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: $1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/28/2011	DATE 6-7-11

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: 6/28/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 6-7-2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 16,440**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,565	$ 170,399

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 256,330**	**$ 256,330**

12	**TOTAL COSTS:**	**$ 479,895**	**$ 426,729**

REVENUE SOURCES:		
DES Case Mgt.	$ 426,729	$ 426,729
Gila County	$ 53,166	
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service	$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	$ 258,659	$ 139,936

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 19 households	$ 10,064	$ 10,064
TOTAL VOUCHER COSTS:	Average $564 x 1 household	**$ 10,064**	**$ 10,064**

12	**TOTAL COSTS:**	$ 268,723	$ 150,000

REVENUE SOURCES:

DES CSV	$ 150,000	$ 150,000
Gila County	$ 118,723	
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501	DE111073-001
	3. AMENDMENT NUMBER One (1)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:
The reimbursement ceiling for the service Case Management is increased from $445,831.00 to $480,974.00. This is an increase of $35,143.00

The reimbursement ceiling for the service Community Service is increase from $ 150,000.00 to $163,557.00. This is an increase of $13,557.00

Reduce Funding:
The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of $21,565.00 to the available amount of $ 21,375.13. This is a decrease of $189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: $665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:
Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall **NOT** submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

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 Division of Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki**	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

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: 6/2/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,545
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,425**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,482**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,763
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,923**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 222,572**	**$ 171,696**

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 235,210	$ 235,210
2	LIHCON	*78*	$ 28,172	$ 28,172
3	LLVG		$ 8,259	$ 8,259
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 30,113	$ 30,113
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 309,278**	**$ 309,278**

12	TOTAL COSTS:	$ 531,850	$ 480,974

REVENUE SOURCES:		
DES Case Mgt.	$ 480,974	$ 480,974
Gila County	$ 50,876	
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	50%	$ 33,655	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 198,348**	**$ 90,824**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 2 @ 5%			$ 715	$ 715
	$595.83 per mo x 12 mo X 1 @ 10%			$ 715	$ 715
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$198,348	$ 15,174	$ 7,587
Workman's Comp	0.003	X	$198,348	$ 595	$ 298
Retirement	0.0985	X	$198,348	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 53,896**	**$ 36,244**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 275,444**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 46 households	$ 23,557	$ 23,557
TOTAL VOUCHER COSTS:	Average $557 x 1 household	**$ 23,557**	**$ 23,557**

12	**TOTAL COSTS:**	**$ 299,001**	**$ 163,557**

REVENUE SOURCES:		
DES CSV	$ 163,557	$ 163,557
Gila County	$ 135,444	
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx $52.50 x 150 individuals for both activites	$ 7,875.13	$ 7,875.13
TOTAL MAT & SUPP COSTS:		$ 7,875.13	$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 7,875.13	$ 7,875.13

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 27 households	$ 13,500	$ 13,500
TOTAL VOUCHER COSTS:		**$ 13,500**	**$ 13,500**

12	TOTAL COSTS:	$ 21,375.13	$ 21,375.13

REVENUE SOURCES:

CPIP CSV	$ 21,375.13	$ 21,375.13
TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

CSV-C ISB 10-11
Submitted 07/08/10
Revised 12/07/10

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("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 ~~Insert Contractor Authority Here~~ A.R.S §11-201 et. seq. and A.R.S §11-251 et. seq. and,

WHEREAS the Department and the 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 DEPARTMENT OF ECONOMIC SECURITY

Procurement Officer Signature

Printed Name Elizabeth G. Csaki, CPPB

Title Professional Services Procurement Manager

Date 8/18/2010

DE111073-001
ADES Contract Number

FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMUNITY SERVICES

Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title

7/6/10
Date

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: *Assistant Attorney General*

Date: 8/16/10

By: *Public Agency Legal Counsel*
Bryan Chambers, Chief Deputy Gila Co. Attorney

Date: 6-23-2010

TERMS AND CONDITIONS

1.0 Parties

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 Term of Agreement and Option to Extend

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2. **Extension**

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

3.0 Purpose of Agreement

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 Definitions

4.1 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 *"Contractor"* means any person who has a Contract with the State.

4.3 *"Days"* means calendar days unless otherwise specified.

4.4 *"Department"* means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 *"Equipment"* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

4.6 *"Exhibit"* means any item labeled as an Exhibit.

4.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

4.8 "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

4.9 *"May"* indicates something that is not mandatory but permissible.

4.10 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

4.11 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

4.14 *"Subcontract"* means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

4.15 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

4.17 "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.

5.0 Manner of Financing

5.1 See section 4.0 Funding in the Scope of Work.

6.0 Service Descriptions

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.

7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

9.0 Amendments or Modifications

9.1 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.

9.2 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:

9.2.1 Change of telephone number;

9.2.2 Change in authorized signatory; and/or

9.2.3 Change in the name and/or address of the person to whom notices are to be sent.

9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

10.0 Applicable Law

10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.

10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

10.8 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

11.0 Arbitration

11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

12.0 Assignment and Delegation.

12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

13.0 Audit

13.1 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, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.

13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

13.2.2 Summary schedule of prior audit findings

13.2.3 Auditor's Reports (detailed in the A-133)

13.2.4 Corrective Action Plan.

13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

14.0 Availability of Funds for the Current State Fiscal Year

14.1 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:

14.1.1 Reduce payments or units authorized;

14.1.2 Accept a decrease in price offered by the Contractor;

14.1.3 Cancel the Agreement; or

14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 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 an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

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

15.2 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.

16.0 Background Checks for Employment through the Central Registry

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

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract 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. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 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 the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, 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.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 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.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

29.0 Fair Hearings and Service Recipients' Grievances

29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, 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 Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. 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 Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 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:

32.1.1 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 the Department 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.

32.1.2 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.

32.1.3 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.

32.1.4 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 (as may be amended).

32.1.5 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 have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

32.1.6 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).

33.0 Force Majeure

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

33.2 Force Majeure shall not include the following occurrences:

33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

33.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

33.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

34.0 Inclusive Contractor

34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35.0 Indemnification

35.1 Indemnification for Contractor:

35.1.1 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.

35.2 Indemnification for Subcontractor

35.2.1 In addition, Gila County Division of Health & Community Services 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 Gila County Division of Health & Community Services's contractor 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.

36.0 Insurance Requirements

36.1 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.

36.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is 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 additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business 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 Arizona Department of***

Economic Security shall be named as additional insureds 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.

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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.

4. **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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona 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.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise** 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General 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 insureds 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.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, 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 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement 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 Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 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.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

42.0 No Parole Evidence

42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

43.0 No Waiver.

43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

44.0 Notices

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 Offshore Performance Of Work Prohibited

45.1 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

46.0 Order of Precedence

46.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits.

47.0 Ownership of Intellectual Property

47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, 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 notify the State, 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 actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

48.0 Pandemic Contractual Performance

48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

48.1.2 Alternative methods to ensure there are services or products in the supply chain.

48.1.3 An up to date list of company contacts and organizational chart.

48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

48.2.1 After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.

49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.

49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

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

49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;

50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;

50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;

50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;

50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.

50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

56.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

57.1 See section 7.0 General Reporting Requirements in the Scope of Work.

57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

59.0 Right of Offset

59.1 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 Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

62.0 State's Contractual Remedies

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

62.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

62.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

63.0 Subcontracts

63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

64.0 Substantial Interest Disclosure

64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

65.0 Supporting Documents and Information

65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

66.0 Suspension or Debarment

66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State 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 the State.

66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.

67.0 Technical Assistance

67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

68.0 **Termination**

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

68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.

68.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

68.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

68.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State 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 State. 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 State upon demand. The Contractor shall be entitled to receive just and 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.

68.6 Termination for Default.

68.6.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

68.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

68.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

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

70.0. Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

72.2.3 OMB Circular A-21 for educational institutions.

72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

75.1 The following constitute an integral part of the contract:

75.1.1 Terms and Conditions

75.1.2 Scope of Work

75.1.3 Administrative Methodology

75.1.4 Service Methodologies

75.1.5 Attachments

75.1.6 Exhibits

Scope of Work
Community Action Program Services

1.0 **DES Vision and Mission Statement**

1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.

1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families

2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

2.1 **Definitions** – See Exhibit A, as may be amended.

2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.

2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.

4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 **Contract Term**

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 **Administrative Requirements – The Contractor shall:**

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

6.1.1 COATES Human Services Reauthorization Act of 1998
6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
6.1.3 Stewart B. McKinney Homeless Assistance Act
6.1.4 ARS §46-241 Short Term Crisis Services
6.1.5 ARS §46-701 Utility Assistance
6.1.6 ARS §46-741 Neighbors Helping Neighbors
6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security

6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.

6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.

6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment

6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

6.4 Service Provision
6.4.1 Provide services directly, as allowed, or through subcontractors.
6.4.2 Collect and report required client data.
6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

6.5 Networking
6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
6.5.2 Form local partnerships with community agencies.
6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

6.6 Subcontract Related Service Provisions
6.6.1 Document all costs associated with provision of contract services.
6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
6.6.12 Address client barriers to service.
6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

6.7 Monitoring and Evaluation
6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
6.7.3 Establish and implement a process for service/performance improvement.
6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 **General Reporting Requirements – The Contractor shall:**
7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing $1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

8.0 **Items Provided by the Department – The Department shall provide:**
8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
    1. 1/3 are elected public officials, holding public office on the date of selection.
    2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
    3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
    1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
    2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
    3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 Public CAAs Advisory Board:

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fills gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community- based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community **served**, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES.

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 **Items Provided by the Department – The Department shall provide:**

9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.

9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 <u>All CAAs shall provide the following</u>:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 <u>All CAAs and designated LIHEAP agencies shall provide the following</u>:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
   1. Utility payments or deposits for heating and cooling
   2. Temporary emergency shelter (if needed due to energy related crisis)
   3. Payment of water bills related to cooling (May 1 through October 1)
   4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**

10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.

10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.

10.3.3 Develop in collaboration with the client, a case management plan that includes the following:

1. An assessment of the client's resources and needs.
2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.

10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:

1. Resolve any immediate crisis in a timely manner.
2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.

10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.

10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.

10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.

10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.

10.4 **Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**

10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).

10.5 **Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**

10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).

10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.

10.5.4 Utilize an in-house system to make payments to utility companies.

10.6 **Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**

10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.

10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.

10.7 **Program Reporting Requirements – The Contractor shall:**

10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 **Items Provided by the Department – The Department shall provide:**

10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.

10.8.3 Short Term Crisis Services Policy Manual.

10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:
The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR	PRIVATE SECTOR	LOW INCOME
Annie Hinojos		
Margret Celix	Robert Closs	Barbara Leetham
Lyn Canning		Audrey Opitz
Ramona Ortiz		Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients with in their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines. services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County,HUD, Town of Payson, FEMA,HEAF,DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the Home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

a. Title I Adults. Youth. Dislocated Worker
b. Job Corps
c. Native American programs
d. Migrant/Seasonal farm Worker Prog.
e. Veterans Workforce Prog.
f. Program authorized under Wagner/Peyser Act
g. Adult education/literacy activities
h. Vocational Rehabilitation Prog.
l. Welfare to Work Prog.
j. Senior community Sacs. Emp.
k. Postsecondary Voc. Education
l. Trade Adjustment Asst./NAFTA
m. Community Service Block Grant
n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low-Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobbying with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4)For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a). the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive. which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates. a copy of the EN-005. the Family Service Plan/updates. case notes. and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

c) As an ongoing process of case management. the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan. at the request of the client to discontinue services. or by agreement of the case manager. program manager or Divisional Program Manager. At the time of closure. reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status. the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal. the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL,APPEAL FOR SOCIAL SERVICES

Gila County Communitiy Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

☐ Your application for social services has been approved. You will be receiving the following service:

_____ $ -

_____ $ -

_____ $ -

☐ Your application for social services has been denied. The reason(s) is/are:

☐ Your income exceed Federal poverty levels.

☐ You have already received assistance and by regulation cannot be assisted again at this time. You MAY be eligible to reapply on: _____

☐ You failed to provide requested verification needed to complete your application and to determine eligibility

_____

☐ Gila County CAP had no contract funds available at this time to assist you.

☐ You requested your application not to be completed.

☐ The program for which you applied required that you have a documentable crisis in the home.

☐ Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4
The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency, Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5
A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011

CONTRACTOR	E#	COUNTY	SVC	FUND SOURCE	COST TYPE	2011 AWARD	COMMENTS
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	Total:
GILA		GILA	CMT	SSBGLP	A	8,352.00	Vouchers 256071
GILA		GILA	CMT	TANF	S	150,000.00	130,707.00
GILA		GILA	CMT	TANF	V	0.00	19,293.00
GILA		GILA	CMT	QWEST	A	1,082.00	
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		**445,831.00**	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		**150,000.00**	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		**595,831.00**	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	$ 26,946	$ 26,946
1	1	Divisional Accountant	$35,422	50%+0=50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,483**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$200 per month x 12 months	$ 2,700	$ 1,350
Per Diem	$25 per day for 20 days for 10 FTE's	$ 5,000	$ 4,000
TOTAL TRAVEL COSTS:		**$ 7,700**	**$ 5,350**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL EQUIPMENT COSTS:		$ -	$ -
		$ -	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,764
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,924**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL INDIRECT COSTS:		$ -	$ -
		$ -	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,372	$ 171,459

11 VOUCHERS

Item			Service Cost	CPIP Cost
1	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 25,055	$ 25,055
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 274,372**	**$ 274,372**

12			
	TOTAL COSTS:	$ 497,744	$ 445,831

REVENUE SOURCES:		
CPIP Case Mgt.	$ 445,981	$ 445,831
CPIP CSV-B	$ 150,000	
CPIP CSV-C	$ -	
TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	$81,994	50%+0=50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	$ 33,654	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	$ 27,622	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	$ 16,442	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 198,347**	**$ 90,825**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 2			$ 14,300	$ 715
	$595.83 per mo x 12 mo X 1			$ 7,150	$ 715
	$595.83 per mo x 12 mo X 2			$ 14,300	$ 2,860
	$595.83 per mo x 12 mo X 4			$ 28,600	$ 14,300
FICA	0.0765	X	$198,347	$ 15,174	$ 7,587
W nan's Comp	0.003	X	$198,347	$ 595	$ 298
Retirement	0.0985	X	$198,347	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 99,655**	**$ 36,243**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$321.17 per month x 12 months	$ 6,000	$ 5,832
Per Diem	$25 per day for 20 days for 5 FTE's	$ 2,500	$ 2,500
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service	$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 319,503**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $500 x 20 households	$ 10,000	$ 10,000
TOTAL VOUCHER COSTS:		**$ 10,000**	**$ 10,000**

12	**TOTAL COSTS:**	**$ 329,503**	**$ 150,000**

REVENUE SOURCES:

CPIP CSV	$ 150,000	$ 150,000
CPIP Case Mgt.	$ 445,831	
TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	$50 x 500 individuals for both activites	$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ -	$ -

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $1,000 x 125 households	$ -	$ -
TOTAL VOUCHER COSTS:		**$ -**	**$ -**

12	TOTAL COSTS:	$ -	$ -

REVENUE SOURCES:

CPIP CSV	$ -	$ -
TOTAL REVENUE:	**$ -**	**$ -**

TOTAL REVENUE:	**$ -**	**$ -**

CSV-C ISB 10-11
Submitted 04/23/10

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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. § 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-1635 **Consent Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 01/22/2013

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 - July 1, 2012 - June 30, 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Contract No. 10102 between Gila County and Central Arizona Association of Governments (CAAG).

Background Information

Under Title 1 of the Workforce Act (WIA), the Workforce Investment System provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, adults, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

July 17, 2012 - Original contract signed to allow CAAG to continue to provide adult services to the Gila/Pinal Workforce Investment Area for an additional six months, to December 31, 2012, and to allow Adult Program carryover funds to also be utilized.

Evaluation

Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act (Title I) eligible adults in Gila and Pinal Counties. These services will be provided in accordance with federal and state regulations and the most current Gila/Pinal Workforce Investment Plan.

The Adult Program contract has been extended from July 1, 2012-December 31, 2012, to July 1, 2012-June 30, 2013.

Total Additional Funds added to contract:
Fiscal Year 2012 $347,351
Fiscal Year 2012 $150,000 (transfer from Dislocated Worker Program to Adult Program)

Conclusion

Amendment No. 1 to Contract No. 10102 for additional funding for Program Year 2012 are $347,351 and $150,000 (transfer from Dislocated Worker Program to Adult Program).

Recommendation

Recommendation to approve Amendment No. 1 to Contract No. 10102 between Gila County and Central Arizona Association of Governments to continue to provide WIA Adult services for the period of July 1, 2012, through June 30, 2013, in the amount of $347,351 and $150,000 which is being transfered from the Dislocated Worker Program to the Adult Program.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 10102 between Gila County and Central Arizona Association of Governments to continue to provide WIA Adult Program services for the period of July 1, 2012, through June 30, 2013, in the amount of $347,351 and an additional $150,000 which is being transfered from the Dislocated Worker Program to the Adult Program.

Attachments

Amendment No. 1 - Contract No. 10102

CAAG Contract No. 10102

Legal Explanation

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	Gila 10102 3. AMENDMENT NUMBER 01

Section 3. Paragraph 1 (1st sentence)Term of Agreement is amended to read:
This Contract has been extended from July 1, 2012 to December 31, 2012 to July 1, 2012 to June 30, 2013.

Section 5. Manner of Financing – Compensation is amended to add:
Additional Adult Program funds have been added to include: Program Year 2012 - $347,351.

WIA Section 133 (b)(4) provides the authority for workforce investment areas, with the approval of the Governor, to transfer up to 30 percent of the Dislocated Workers Activities funds to the Adult Activities. The transfer of $150,000 will be added to CAAG's Adult Program.

Total Additional Funds include: Fiscal Year 2012 - $347,351
Fiscal Year 2012 (transfer) - $150,000

Total number of Participants (including carryover) to be served are198.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Al Larson	TYPED NAME Tommie C. Martin
TITLE Interim Executive Director	TITLE Chairman of the Board of Supervisors
DATE 1/3/2013	DATE

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 ENTITY.

Attest:

Marian Sheppard
Chief Deputy Clerk

Approve as to form:

Bryan B. Chambers
Chief Deputy County Attorney

CONTRACT BETWEEN
GILA COUNTY AND
CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

Contract is between Gila County and Central Arizona Association of Governments (Contractor).

WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults in Gila and Pinal Counties in the amount of $347,351 for the period July 1, 2012 – December 31, 2012 for Program Year 2012; and adult carryover funds not to exceed the total Fiscal Year 2012 allocation of $578,705;

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

FOR AND ON BEHALF OF GILA COUNTY

Tommie C. Martin
Chairman, Gila County Board of Supervisors

7/17/12
Date

FOR AND ON BEHALF OF CONTRACTOR

Central Arizona Association of Governments

7/9/2012
Date

Contract #: Gila 10102

APPROVED AS TO FORM

for **Gila County Attorney**

7 17 2012
Date

1. **GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT**
   a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
   b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
   c. Eliminate program redundancy and provide easier access to clients.
   d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. **PARTIES**
   This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments called the "Contractor".

3. **TERM OF AGREEMENT**
   This Agreement shall be in effect from July 1, 2012 through December 31, 2012 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

   This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

   It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County 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 Gila County. 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 Gila County 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. **PURPOSE OF CONTRACT**
   Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Adults, 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. **MANNER OF FINANCING – COMPENSATION**
   The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be $347,351 for Program Year 2012/Fiscal Year 2013 and shall not exceed the total allocation of $578,705 for Fiscal Year 2012.

6. **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 Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. **RECISSION 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 local areas, the Gila County 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 periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. **SERVICE DESCRIPTION**

Program eligibility will be conducted on each applicant prior to 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 retraining employment.

Services provided to adults, as appropriate to meet the individuals needs, may include any of the following:

a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; 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 and 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.

b. **Intensive Services** – comprehensive and specialized assessment 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.

c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace 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.

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.

9. **RESPONSIBILITIES**

Gila County and the Contractor agree as follows:

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

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County 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 Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor

does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statues, 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 extend permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County 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 Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult) 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.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
g. The Arizona Civil Rights Act;
h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
c. That it will comply with the confidentiality requirements of Section 136(f)(3).
d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
   1. General Administrative Requirements;
      29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
      29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
   2. Assurances and Certifications:
      SF 424 B – Assurances for Non-construction Programs
      29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
      CFR part 93 – Certification Regarding Lobbying (and regulation)
      29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
   3. Special Clauses/Provisions:
      Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
k. That it will meet the regulatory requirements to procure adult services by a competitive process as outlined in the WIA regulations and State Procurement Guidelines.
l. That the LWIB will meet a minimum of four times per year, or once each quarter.
m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity:
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.

o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

a. Contractor shall submit a budget for the Adult Program prior to start of program.
b. Monthly invoices for compensation earned and costs incurred
c. Monthly report of enrollments and participant activity changes
d. Monthly reports of fiscal and program performance
e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor 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 expirations 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.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value 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 are required to submit an inventory report for all property leased/purchased with WIA funds costing more than $500 to Gila County by August 1 of each year.

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 must complete a "WIA Pre-Approval of Equipment & Vehicles over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. 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 physical or mental impairment.

The provisions of A.R.S. §46-141 are herby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an 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. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. Federal Requirements (applicable if Federal funds are involved):
If Contractor is a state or local government or non-profit organization which expends $500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than $100,000 but less than $500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are $100,000 or less, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than $50,000 do not have an annual audit requirement.

b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of $100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving $50,000 to $100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.
Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. Additional County Requirements:
Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

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 the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of 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.

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, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

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 exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
   a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be 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 the Contract
   b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
   d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County 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.

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.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.

b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
   (i) Change the purpose of the Contract;
   (ii) Increase or decrease the compensation provided for in the Contract;
   (iii) Change the term of the Contract;
   (iv) Change the scope of assurances of the Contract;
   (v) Change any section of the Contract other than the Scope of Work/Services or budget;
   (vi) Any change that is not a minor amendment as described below.

b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County 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 public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient 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, and proposed for debarment, declared ineligible, or voluntarily excluded by and 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 indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission 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.

31. CERTIFICATION REGARDING LOBBYING

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

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, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. 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)

33. 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.94-163,89State.871).

34. COPELAND "ANTI-KICKBAC"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 of repair.

35. 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.

36. 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 notify 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 documents(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 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.

37. DEBET 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 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.

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 jurisdictions(s) of the chief elected officials 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 officials(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.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

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.

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.

39. SCRUTINIZED BUSINESS

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 operation in Sudan.

40. E-VERIFY

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.

41. LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

42. ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

43. CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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. § 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-1636 **Consent Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Linda O'Dell, School Superintendent	Submitted By:	Victoria Sanchez, Executive Assistant, School Superintendent's Office
Department:	School Superintendent's Office		
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	January 10, 2012-June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Intergovernmental Agreement No. KR11-0111 for Title I and Other Associated Funds for Juvenile Detention Education Services with the Arizona Supreme Court.

Background Information

On January 10, 2012, the Gila County Board of Supervisors approved Intergovernmental Agreement (IGA) No. KR11-0111 (Attorney General Contract No. KR11-0111 and Budget Application for FY2012) for Juvenile Detention Education Funding with the above noted parties in the amount of $68,559. On January 24, 2012, the Arizona Supreme Court amended the Attorney General Contract No. KR11-0111 and IGA No. KR11-0111 for FY2013. The FY2013 new Attorney General Contract No. is KR12-0087 for Juvenile Detention Education Funding with the above noted parties in the amount of $65,271. Every odd year, the Attorney General amends the IGA and changes its contract number for new funds to be issued.

Evaluation

Amendment No. 1 to the IGA No. KR11-0111 changes the following: 1) Section 2-Purpose: the Administrative Office of the Courts (AOC) has applied for and received $1,322,195.97 for fiscal year 2013, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $65,271; and 2) Exhibit A-1 and A-2 (Budget application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibit A-1 and A-2 of the underlying IGA.

Conclusion

Approval of Amendment No. 1 to IGA No. KR11-0111 with the Arizona Supreme Court (Attorney General Contract No. KR12-0087) will allow for the continued services for the Gila County Juvenile Detention Education Program.

Recommendation

The Gila County School Superintendent recommends that the Board of Supervisors approve Amendment No. 1 to IGA No. KR11-0111 (Attorney General Contract No. KR12-0087) with the Arizona Supreme Court.

Suggested Motion

Approval of Amendment No. 1 to Intergovernmental Agreement No. KR11-0111 (Attorney General Contract No. KR12-0087) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds for FY2013 in the amount of $65,271 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2014.

Attachments

Amendment No. 1 to IGA KR11-0111

Exhibit A-1 Budget Application

Exhibit A-2 Budget Description

Original IGA No. KR11-0111

Legal Explanation

Gila

KR12-0087

Arizona Supreme Court
Administrative Office of the Courts

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR TITLE I AND OTHER ASSOCIATED FUNDS FOR JUVENILE DETENTION EDUCATION SERVICES

Attorney General Contract #KR11 - 0111
Amendment #1

This amends the above described Intergovernmental Agreement dated January 24, 2012 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 2. Purpose;** The AOC has applied for and received $1,322,195.97 for fiscal year 2013, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $65,271.00.

2. Exhibits A-1 (Budget Application) and A-2 (Budget Description) are attached hereto and incorporated herein. They amend Exhibits A-1 and A-2 of the underlying IGA.

3. **Section 4. Term and Renewal**; extend the termination date to June 30, 2014.

4. **Section 9(c). Termination of Funding**; extend the termination date to June 30, 2014.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

By: Honorable Peter J. Cahill
Presiding Juvenile Court Judge

12-7-12
Date

Superintendent:

By: Dr. Linda O'Dell

12-5-12
Date:

Superintendent Counsel:

By:

Date

Board of Supervisors:

By: Chairman

Date:

Board of Supervisors Counsel:

By:

Date:

Gila

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR12-0087 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 23rd Day of November, 2012

THOMAS C. HORNE
The Attorney General

Erynn McCarthey
Assistant Attorney General

351714

Exhibit A-1
FY13 Budget Application

Public Educational Agency (PEA) **Arizona Supreme Court**	County GILA		Name Richard Vierling		Phone 928.402.8781	
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Part B IDEA Basic**	**IDEA Secure Care**	**Line Item Totals**
Current FY13 Allocation		**$16,145.00**	**$6,200.00**	**$37,381.00**	**$5,545.00**	**$65,271.00**
Carryover from FY12 (+)		$8,908.67	$4,382.69	$45,224.61	$5,753.71	**$64,269.68**
ADE Approved **Interest** Carryover FY12		$0.00	$0.00	$0.00	$0.00	**$0.00**
***Total Program Budget Allocation FY13 (=)**		**$25,053.67**	**$10,582.69**	**$82,605.61**	**$11,298.71**	**$129,540.68**
Instruction 1000						
Salaries	1000-6100	$7,560.00		$20,612.00		**$28,172.00**
Employee Benefits	1000-6200	$1,437.00		$4,541.00		**$5,978.00**
Purchased Professional Services	1000-6300					**$0.00**
Purchased Property Services	1000-6400					**$0.00**
Other Purchased Services	1000-6500				$3,000.00	**$3,000.00**
Supplies	1000-6600			$18,047.00	$8,298.71	**$26,345.71**
Other Expenses	1000-6800					
Support Services 2100, 2200, 2600-2900						
Salaries	2100-6100			$6,000.00		**$6,000.00**
Employee Benefits	2100-6200			$1,140.00		**$1,140.00**
Purchased Professional Services	2100-6300	$3,700.67	$4,200.00	$18,811.58		**$26,712.25**
Purchased Property Services	2100-6400					
Other Purchased Services	2100-6500		$3,191.69	$5,000.00		**$8,191.69**
Supplies	2100-6600					**$0.00**
Other Expenses	2100-6800					**$0.00**
Support Services - Admin 2300, 2400, 2500						
Salaries	2300-6100	$10,383.00				**$10,383.00**
Employee Benefits	2300-6200	$1,973.00				**$1,973.00**
Purchased Professional Services	2300-6300					
Purchased Property Services	2300-6400					
Other Purchased Services	2300-6500		$3,191.00			**$3,191.00**
Supplies	2300-6600					
Other Expenses	2300-6800					
Capital Outlay	6700 et al.			$8,454.03		**$8,454.03**
PROPOSED BUDGET EXPENDITURE TOTAL FY13		**25,053.67**	**10,582.69**	**82,605.61**	**11,298.71**	**$129,540.68**

Director of Juvenile Court Services — Date 12-5-12

Linda L. O'Dell 12-5-12
County School Superintendent — Date

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page FY2013, Exhibit A – 2

When listing staff salaries calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Please print your name and date here once you have completed the form Dr. Richard Vierling December 3, 2012

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	**Title ID:** .55 FTE Instructional Aide (135 days X 4 hours X $14.00 =$7,560 **IDEA Basic:** a.) .11 FTE Special Education Teacher (13% of $50,400=$6,552), b.) Substitutes for regular teacher to attend professional development activities=$6,500. c.) .55 FTE Instructional SPED Aide (135 days X 4 hours X $14.00=$7,560)	$28,172
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	**Title ID:** Benefits for Instructional Aide @ 19%=$1,437. **IDEA Basic:** a.) Benefits for .13 FTE Special Education Teacher @ 19%=$1,245, plus .13 of medical benefits=$624. B.) Benefits for substitutes @ 19%=$1,235, c.) Benefits for Aide=$1,437	$5,978
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only	**IDEA Secure Care:** Connectivity for learning lab= $3,000	$3,000
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only	**IDEA Basic:** Supplies and classroom materials=$18,047 **IDEA Secure Care:** Classroom supplies and materials=$8,298.71	$26,345.71
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	**IDEA Basic**: Merit Pay for SPED teacher for completion of NCA/CITA School Improvement Goals for FY2012= $6,000.	$6,000
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	**IDEA Basic**: Benefits for Merit Pay @ 19%=$1,140	$1,140
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	**Title ID:** Staff to supplement instructional and transition services=$3,700.67 **Title IIA:** ASCD Membership fees, fee for Advanced Education for Accreditation for FY2013, other	$26,712.25

	consultant and PD fees =$4,200. **IDEA Basic:** Fees for professional development, counseling/transition and other Special Education services. Includes fee for "Towards No Tobacco" program=$18,811.58.	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	**Title IIA:** Travel expenses in support of professional development for teacher and aide =$3,191.69. **IDEA Basic:** Travel for Special Education teacher to attend conferences, workshops, etc. = $5,000	$8,191.69
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title ID:** .13 Administrative Support salary=$10,383	$10,383
Employee Benefits 6200 Title I-D and Title II-A only	**Title ID:** Benefits for .13 Administrative Support salary @ 19%=$1,973	$1,973
Other Purchased Services 6500 Title II-A only	**Title IIA:** Title IID: Administrative travel to support professional development activities=$3,191.00	$3,191
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	**IDEA Basic:** 8 Computers @ $666 ea. =$5,328, 8 Computer Monitors @ $125.95=$1,007.60, 1 Printer @ $539.95, 1 Cisco Aironet Access Point @ $809, 3 Cisco Aironet Dipole Antennas @ $25.00 ea. =$75.00 plus tax total of $694.48. Total =$8,454.03	$8,454.03

Gila

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR11-0111 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 12th Day of December, 2011

THOMAS C. HORNE
The Attorney General

Assistant Attorney General

351714

KR11-0111

INTERGOVERNMENTAL AGREEMENT AMONG THE ARIZONA SUPREME COURT, THE GILA COUNTY SCHOOL SUPERINTENDENT AND THE GILA COUNTY SUPERIOR COURT

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received $1,306,718.55 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of $ 68,559 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on September 30, 2013.

5. **Duties of the AOC**

The AOC shall:

a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs

b. Provide Gila County $ 68,559 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.

c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.

d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2011/2012 and 2012/2013, respectively.

e. Provide training, education and support for detention educators regarding appropriate education remediation.

f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.

g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:

1. receipt of funds from the ADE,

2. a current original executed IGA or Amendment,

6. **Duties of the Court**

The Court shall:

a. Pursuant to A.R.S. § 15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:

1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval

by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.

c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.

d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

7. Duties of the Superintendent

The Superintendent shall:

a. Pursuant to A.R.S. § 15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:

1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2011/2012 and 2012/2013, respectively.

c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in PL 107-110 "No Child Left Behind Act of 2001" as amended and CFR) and shall provide program reports as requested to the AOC and the Court.

e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.

f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.

h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.

i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.

j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

k. Work with the Court to provide services to students in secure care settings that:

   1. provide for an academic assessment and survey of educational status while in the detention education program,

   2. attempt to coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,

   3. ensure students successfully complete assigned work while in the detention facility,

   4. ensure transfer credits for work completed while in the detention facility,

   5. assist students to transition to public and/or alternative education placements, including assisting the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913.

l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31st of each fiscal year, and include it in the final report required in paragraph 9.

m. Document the results of an assessment of basic academic skills for each student and summarize the results, and include it in the final reports required in paragraph 9.

n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.

o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.

p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.

q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.

r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

9. Expenditures

a. Reporting Requirements. A closing report is required. The Superintendent shall submit a final report no later than August 31st of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.

b. Unexpended Funds. The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30th of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed

by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.

d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2013 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. **Books and Records**

a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a

provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

12. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplused as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

13. Confidentiality

a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.

b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.

c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of

Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

14. Modification and Termination

a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.

b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

15. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

16. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

17. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

18. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

19. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

20. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

21. Legal Authority

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

22. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

23. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

24. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

25. Availability of Funds

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

26. **Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401.**

a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

27. **Scrutinized Business Operations.**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that any of the parties submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

28. **Audits.**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

29. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:
Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:
Kendall Rhyne
Director of Juvenile Court Services
Gila County Juvenile Court
1100 E. Monroe St.
Globe, Arizona 85501

SUPERINTENDENT:
Dr. Linda O'Dell
Gila County Superintendent of Schools
1400 E. Ash Street
Globe, Arizona 85501

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

12-22-11

By: Honorable Peter Cahill
Presiding Juvenile Court Judge

Date

Superintendent:

Linda L. O'Dell

12-16-11

By: Dr. Linda O'Dell

Linda L. O'Dell 12-16-11

Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By:

Date:

Board of Supervisors Counsel:

By:

Date:

Exhibit A-1
FY12 Budget Application

Public Educational Agency (PEA) **Arizona Supreme Court**	County **GILA**		Name Richard Vierling		Phone 928.402.8781	
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Part B IDEA Basic**	**IDEA Secure Care**	**Line Item Totals**
Current FY12 Allocation		**$20,233.00**	**$6,147.00**	**$36,634.00**	**$5,545.00**	**$68,559.00**
Carryover from FY11 (+)		**$2,897.03**	**$1,671.58**	**$30,646.88**	**$6,171.88**	**$41,387.37**
ADE Approved **Interest** Carryover FY11		**$3.00**	**$6.00**	**$65.00**	**$0.00**	**$74.00**
***Total Program Budget Allocation FY12 (=)**		**$23,133.03**	**$7,824.58**	**$67,345.88**	**$11,716.88**	**$110,020.37**
Instruction 1000						
Salaries	1000-6100	**$7,560.00**		$8,544.00		**$16,104.00**
Employee Benefits	1000-6200	**$617.65**		$1,536.00		**$2,153.65**
Purchased Professional Services	1000-6300					**$0.00**
Purchased Property Services	1000-6400					**$0.00**
Other Purchased Services	1000-6500					**$0.00**
Supplies	1000-6600			$20,000.00	$11,716.88	**$31,716.88**
Other Expenses	1000-6800					
Support Services 2100, 2200, 2600-2900						
Salaries	2100-6100	**$3,000.00**		$5,000.00		**$8,000.00**
Employee Benefits	2100-6200	**$533.40**		$500.00		**$1,033.40**
Purchased Professional Services	2100-6300		$2,824.58	$20,765.88		**$23,590.46**
Purchased Property Services	2100-6400					
Other Purchased Services	2100-6500		$2,500.00	$5,000.00		**$7,500.00**
Supplies	2100-6600					**$0.00**
Other Expenses	2100-6800					**$0.00**
Support Services - Admin 2300, 2400, 2500						
Salaries	2300-6100	**$10,383.00**				**$10,383.00**
Employee Benefits	2300-6200	**$1,038.98**				**$1,038.98**
Purchased Professional Services	2300-6300					
Purchased Property Services	2300-6400					
Other Purchased Services	2300-6500		$2,500.00			**$2,500.00**
Supplies	2300-6600					
Other Expenses	2300-6800					
Capital Outlay	6700 et al.			$6,000.00		**$6,000.00**
PROPOSED BUDGET EXPENDITURE TOTAL FY12		**$23,133.03**	**$7,824.58**	**$67,345.88**	**$11,716.88**	**$110,020.37**

Director of Juvenile Court Services — Date 12-22-11

Linda L. O'Dell 12-16-11
County School Superintendent — Date

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page FY2012, Exhibit A – 2

When listing staff salaries, calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	**Title ID:** .55 Instructional Aide (135 days X 4 hours X $14.00 =$7,560, **IDEA Basic:** .11 FTE Special Education Teacher (11% of $50,400=$5,544), Substitutes for SPED teacher to attend professional development activities=$3,000.	$16,104
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	**Title ID:** Benefits for Instructional Aide @ 8.17%= =$617.65, **IDEA Basic:** Benefits for .11 FTE Special Education Teacher:(11% of 8.17% of $50,400 (453) + 11% of medical benefits of $5,000 (550). Total: 1003), B.) Benefits for substitutes @ 17.78%=533	$2,687.05
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only	**IDEA Basic:** Supplies and classroom materials=$20,000. Includes filing cabinets for Special Education records. **IDEA Secure Care:** Classroom supplies and materials= $11,716.88	$31,716.88
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	**Title I:** Substitutes for regular teacher to attend professional development activities=$3,000. **IDEA Basic:** Merit Pay for SPED teacher for completion of NCA/CITA School Improvement Goals for FY2012= $5,000.	$8,000
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	**Title I:** Benefits for instructional aide @ 17.78%=$533.40, **IDEA Basic:** Benefits for Merit Pay @ 10%=$500	$500
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	**Title IID:** ASCD Membership fee, fee for Advanced Education for Accreditation for FY2012, other PD fees =$2,824.58. **IDEA Basic:** Fees for professional development, counseling/transition and other Special Education services= $20,765.88. Includes fee for	$23,590.46

	"Towards No Tobacco" program.	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	**Title IID:** Travel expenses in support of professional development for teacher and aide =$2,500. **IDEA Basic:** Travel for Special Education teacher to attend conferences, workshops, etc. = $5,000	$7,500
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title ID:** .13 Administrative Support salaries=$10,383	$10,383
Employee Benefits 6200 Title I-D and Title II-A only	**Title ID:** Benefits for .13 Administrative Support salaries=$1038.98	$1,038.98
Other Purchased Services 6500 Title II-A only	**Title IID:** Administrative travel to support professional development activities=$2,500	$2,500
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	**IDEA Basic:** 3 Laptops for teacher, student and aide use =$6,000.	$6,000

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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. § 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-1637 **Consent Agenda Item 4- G**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Debora Savage, Treasurer Submitted By: Debora Savage, Treasurer, Treasurer's Office

Department: Treasurer's Office

Information

Request/Subject

Resolution No. 13-01-04 Regarding a Revolving Line of Credit Agreement for Gila County with J.P. Morgan Chase Bank, N.A.

Background Information

On July 3, 2012, the Board of Supervisors awarded a contract to J.P. Morgan Chase Bank, N.A. to provide banking services to Gila County for the period July 1, 2012, through June 30, 2015, with an option to extend the contract until June 30, 2017.

On July 3, 2012, the Board of Supervisors aadopted Resolution No. 12-07-01 approving the form and authorizing the execution and delivery of an agreement between the Treasurer of Gila County and J.P. Morgan Chase Bank, N.A. providing for separate lines of credit for each special taxing district of Gila County, political subdivisions of the state for which the County Treasurer acts as treasurer. At that time, it was thought that the language of the resolution included a line of credit as it is also a political subdivision of the state for which the County Treasurer acts as treasurer; however, since that time J.P. Morgan Chase Bank, N.A. has requested that a separate resolution be adopted by the Board of Supervisors for a specific line of credit for Gila County.

Evaluation

Resolution No. 13-01-04 has been requested by J.P. Morgan Chase Bank, for the Line of Credit for "Gila County."

Conclusion

It is imperative that the resolution be adopted by the Board of Supervisors for signature by its Chairman to ensure that a continuing revolving line of credit is provided for Gila County of the state for which the Gila County Treasurer acts as treasurer.

Recommendation

The Gila County Treasurer recommends the Board's approval to provide for a revolving line of credit for Gila County of the state for which the Gila County Treasurer acts as treasurer.

Suggested Motion

Approval to adopt Resolution No. 13-01-04, which provides for a revolving line of credit for Gila County with J.P. Morgan Chase Bank, N.A. to be attached to all other related documents as approved by the Board of Supervisors on July 3, 2012, as requested by J.P. Morgan Chase Bank, N.A.

Attachments

Resolution No. 13-01-04

RESOLUTION NO. 13-01-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE TREASURER OF GILA COUNTY AND J.P. MORGAN CHASE BANK, N.A. PROVIDING FOR A SEPARATE LINE OF CREDIT FOR GILA COUNTY A POLITICAL SUBDIVISION OF THE STATE FOR WHICH THE COUNTY TREASURER ACTS AS TREASURER.

RECITALS

WHEREAS, Gila County (the "*County*") through its Board of Supervisors (the "*Supervisors"*), acting as the Board of Deposit (the "*Board of Deposit"*), has heretofore ordered the receipt of bids for servicing bank for the County for the period commencing July 1, 2012, and ending June 30, 2015, with permitted extensions of two additional years pursuant to A.R. S. § 35-325; and

WHEREAS, included in the proposals for servicing bank was a proposal for a line of credit for Gila County, a political subdivision of the state for which the Gila County Treasurer acts as treasurer pursuant to A.R.S. § 11-604.01; and

WHEREAS, the proposal of J.P. Morgan Chase Bank, N.A. was announced as the best bid for services as servicing bank and the best bid to provide Gila County and political subdivisions of the state for which the Gila County Treasurer acts as treasurer with lines of credit for the period commencing July 1, 2012, and ending June 30, 2015, with permitted extensions of not more than two additional years; and

WHEREAS, A.R.S. § 11-604.01 authorizes the Supervisors of Gila County to enter into line of credit agreements for each individual subdivision of the state for which the Gila County Treasurer acts as treasurer; and

WHEREAS, Gila County**,** the proposed Business Loan Agreement providing a line of credit for a qualifying political subdivision of this State for which the Gila County Treasurer acts as treasurer has been provided by the Bank and has been placed on file with the Clerk of this Board and presented at the meeting at which this Resolution was adopted; and

WHEREAS, by this Resolution of the Supervisors will authorize the execution and delivery of the Gila County Agreement in substantially the forms so presented to the Board of Supervisors, subject to the approval of the County Attorney.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, as follows:

Section 1. That Political Subdivision Agreement, in substantially the form on file with the Clerk of the Board, is approved and the Chairman of this Board and the Treasurer of Gila County are authorized and directed to execute and deliver the Political Subdivision Agreement in substantially the form of the Political Subdivision Agreement on file with the Clerk for each qualifying political subdivision of the state for which the County Treasurer acts as treasurer.

Section 2. That County Treasurer is named as agent for all purposes of the Political Subdivision Agreement for Gila County. The Gila County Treasurer is authorized to take all acts and do all things on behalf of Gila County, a political subdivision of the state for which the Gila County Treasurer acts as treasurer.

Section 3. All actions taken by the Gila County Treasurer with respect to the Political Subdivision Agreement and the procedures pertaining thereto are hereby ratified and affirmed. This Resolution shall become effective upon its adoption and execution.

PASSED AND ADOPTED this 22nd day of January 2013.

_____
Tommie C. Martin
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____
Bryan Chambers,
Chief Deputy County Attorney

ARF-1633 **Consent Agenda Item 4- H**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For:	Tommie Martin, Member, Board of Supervisors	Submitted By:	Pamela Fisher, Supervisor's Staff Specialist, Board of Supervisors-District 1
Department:	Board of Supervisors-District 1		

Information

Request/Subject

Springfest, Mountain High Arts & Craft Bazaar, & Zane Grey Days Festival

Background Information

Greater Grace Fellowship/Classic Celebrations has used the Payson Complex grounds at 714 S. Beeline for the last 15 years for the Mountain High Arts and Crafts Bazaar and the Zane Grey Days Festival. This year they would request to add an additional event called “Springfest” on April 27-28, 2013. The Mountain High Arts and Crafts Bazaar would be held May 25-27, 2013, and the Zane Grey Days Festival is scheduled for October 5-6, 2013. They have in the past and will for these events provide liability insurance coverage and have vendors sign a “Release and Indemnity Agreement.” Night security, trash bins, port-a-potties and clean up will be provided as in the past.

Evaluation

These events are beneficial to the community.

Conclusion

N/A

Recommendation

Chairman Tommie Martin recommends that these events be approved.

Suggested Motion

Approval of a request by the Greater Grace Fellowship/Classic Celebration’s non-profit organization to the use the Payson Complex grounds for a “Springfest” on April 27-28, 2013; the annual “Mountain High Arts and Crafts Bazaar” on May 25-27, 2013; and the annual “Zane Grey Days Festival” on October 5-6, 2013.

Attachments

Letter of Request

Waiver

Gila County Application

Certificate of Insurance

GGF / Classic Celebrations

providing classic events for world-wide Christian ministry charities

December 14th, 2012

Ms Tommie Martin, Supervisor
Attn; Pam Fisher, Admin Asst
Gila County Ct House
610 S Highway 260
Payson, AZ 85547

Dear Ms Martin & Supervisors:

I wish to express the ministry's sincere thanks for your willingness to allow us again the usage of the Courthouse grounds for our yearly Art & Craft Fairs, for our missions at home and overseas. I know it as well brings in the added funds to the community coffers, bringing in visitors and locals to enjoy the Payson area.

Again this year I would like to request my usual 2 fairs and one additional, as locals have asked for it. This,our 15th year, we would like to request **Springfest, April 27th, & 28th 2013; Mt High Days May 25th, 26th, 27th, 2013, & Zane Grey Days October 5th, & 6th 2013,** as free to attend, community events.

As usual we will provide liability insurance coverage, making the county additionally insured, for the events as usual, provide nite security, trash bin & pickup, porta pottys, & cleanup following event. Each vendor carries insurance and signs a waiver of release to be in the event.

If I haven't answered your questions you might have, feel free to call me at 928-595-4397. Looking forward to another year in Payson and I await your soon reply so as to get show info out to Trade &Travel Journals for this summer.

Respectfully,
Dean W Schlosser President GGF
(forms attached)

Dean Schlosser, President
Greater Grace Fellowship / Classic Celebrations
PO Box 25817 Yuma, AZ 85367 928-595-4397
email: dean.schlosser@yahoo.com
greatergracefellowship.com / classicfestsUSA.com

GILA COUNTY
BUILDING USE APPLICATION FORM

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 ***with signature*** must be filled out before application is considered complete.

1. **Name of Organization: GREATER GRACE FELLOWSHIP INC
   **Address: PO BOX 25817 YUMA City, Zip AZ 85367
   **Phone Number: 928-595-4397
2. **Name of Responsible Person: Dean W Schlosser
3. **Building Requested: G/Hs Toilets + PARKING LOT
4. **Room or Area requested: PARKING LOT AT FRONTIER ST & BEELINE
5. **Date(s) wanted to use the above room or area: APRIL 27-28/MAY 25-27/OCT 5-6th 2013
6. **Do You Need Doors Unlocked? TOILETS Which Doors (give door #) ____
7. **Beginning Time: 9AM Ending Time: 5PM each show
8. **Number of People Attending: 2000-4000
9. **Type of Function (commercial, political, fundraiser, etc.): ART & CRAFT FAIR
10. Table and Chairs Needed in Addition to what is provided: NO
11. Fees:

Rent:	$
Equipment:	$
Cleaning Deposit:	$ n/a
Other:	$
TOTAL:	$

Cleaning Deposit to be refunded to: _____

_____

12. Proof of Insurance – Certificate of Liability Insurance [X] Yes [ ] No

GREAT-2 OP ID: PI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/15/2013

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

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

PRODUCER Crabdree Insurance & Financial 431 S Beeline Highway Payson, AZ 85541 C. Scott Crabdree Phone: 928-474-2265 Fax: 928-474-6919	CONTACT NAME: Trish Iles PHONE (A/C, No, Ext): 928-474-2265 FAX (A/C, No): 928-474-6919 E-MAIL ADDRESS: trish@weinsurepayson.com
INSURED Greater Grace Fellowship Inc. PO Box 25817 Yuma, AZ 85367	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto-Owners Insurance Co. — 18988 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		45796423	05/11/2012	05/11/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

SALES, SERVICE OR CONSULTING ORGANIZATION Classic Celebrations, Art & Craft Fair "Spring Fest" April 27-28, 2013 on Gila County Courthouse grounds property.
Gila County is listed as ADDITIONAL INSURED.

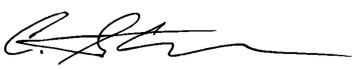
CERTIFICATE HOLDER

Gila County Administration
Pam Fisher
610 E. Highway 260
Payson, AZ 85541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ARF-1618 **Consent Agenda Item 4- I**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: U of A Gila County Cooperative Extension Office - 4-H Program

Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Approval of request for waiver of fees by the 4-H Committee to use the Fairgrounds Exhibit Hall and/or other areas for 4-H activities during calendar years 2013 and 2014 (January 1, 2013 to Decemeber 31, 2014).

Background Information

In past years, the Gila County Board of Supervisors has authorized the waiver of fees for all 4-H activities at the Fairgrounds.

There is no conflict with scheduled events and arrangements for any additional or canceled events will be coordinated through Linda Rodriguez, Administrative Manager.

Insurance Certificate has been submitted for all 4-H activities up through March 1, 2014. An insurance certificate will be submitted to cover March 1, 2014, to December 31, 2014, prior to March 1, 2014.

Evaluation

The use of the Fairgrounds' facilities will provide the Southern Gila County 4-H Program a place for the youth of our community to emerge as leaders through hands-on learning and adult mentorship.

Conclusion

The waiver of fees will greatly assist the University of Arizona (U of A) Cooperative Extension Office financially in order for the youth to continue to receive 4-H program services in southern Gila County.

Recommendation

It is the recommendation of staff to approve the waiver of fees for the use of the Fairgrounds for all 4-H activities for calendar years 2013 and 2014 (expiring December 31, 2014) subject to receiving a valid insurance certificate for the period March 1, 2014, to December 31, 2014, prior to March 1, 2014.

Suggested Motion

Approval of a request to waive the fees submitted by the University of Arizona Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairgrounds' facilities for all 4-H activities in calendar years 2013 and 2014 (expiring December 31, 2014) subject to receiving a valid insurance certificate for the period March 1, 2014, to December 31, 2014, prior to March 1, 2014.

Attachments

4-H F.G. Application

4-H Waiver Request

Insurance Certificate for 2013

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	University of Arizona, Gila County Cooperation Extension					
Address of Individual or Organization:	P.O. Box 2844, Payson, Arizona 85547					
Function to be Held:	Exhibit Hall/Commercial, Livestock area, and arena, (all areas of F.G.)					
Contact Person for Event:	Lani Hall/Susan Bolt					
Telephone No.:	928-595-0655/928-474-4160					
Date(s) Requested:	2013	thru	2014			
Time of Event:	various times with prior approval	to				
Estimate How Many People Will Attend Event:						
Liquor License No. and Sold by (Name):	N/A	Served only?				
Will this event be public or private?		Public	x	Private		
If public, would you like this event listed on the Gila County Fairgrounds webpage?		Yes		No		
Information to be posted on webpage:	Is there an entrance fee?		Yes	x	No	
Adults: $	Children: $	Seniors: $				

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

BUILDINGS

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

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

☐ Commercial Building: Capacity is 320 people.

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

OUTDOOR FACILITIES

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

☐ ATV Grounds

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

☐ Rodeo Arena

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

☐ Grandstand Area

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

☐	Livestock Shed A (60 x 120)	$150.00 per day	Days	
☐	Livestock Shed B (80 x 120)	$150.00 per day	Days	
☐	Livestock Shed C (30 x 120)	$150.00 per day	Days	
☐	Horse Stall(s)	$10.00 Each per day	Days	
☐	Car Track/Motor Cross	$150.00 per day	Days	
☐	Other Areas at Fairgrounds	$150.00 per day	Days	
			TOTAL FEE(S) DUE:	

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 480 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
   e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security/traffic control personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and/or completed on line, and e-mailed to lrodriguez@gilacountyaz.gov or mail original to:

    Linda Rodriguez, Administrative Manager
    1400 E. Ash Street, Globe, AZ 85501
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

Applicant Signature:	Cynthia B Carranza	Date:	1/4/13

(Do not write below this line)

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

Gila County

ARIZONA COOPERATIVE EXTENSION

THE UNIVERSITY OF ARIZONA • COLLEGE OF AGRICULTURE AND LIFE SCIENCES

December 20, 2012

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Re: Gila County Fairgrounds Application for 2013/2014

This is a fee waiver request for all 4-H activities to be held at the Fairgrounds in 2013/2014. No fees are paid by the participants so funding is not available to pay facility rental fees. More importantly this is an educational experience that prepares Gila County youth to be better citizens in the future.

Arrangements for scheduled events will be coordinated though Linda Rodriguez. The University of Arizona Gila County Cooperative Extension 4-H Program deeply appreciates the availability of this facility and your willingness to allow Gila County youth to use it.

Thank you for your consideration of this request. If you have any questions please feel free to contact me at (928) 595-0655.

Sincerely,

Lani L. Hall, MAed.
4-H Youth Development Agent

THE UNIVERSITY OF ARIZONA.

Risk Management Services
Division of Business Affairs

University Services Annex
Building 300B
220 W. Sixth St., 2nd Floor
P.O. Box 210300
Tucson, AZ 85721-0300
(520) 621-1790
Fax: (520) 621-3706
http://risk.arizona.edu/

MEMORANDUM

DATE: October 24, 2011

TO: To Whom It May Concern

FROM: Steven C. Holland,
Assistant Vice President Risk Management Services

SUBJECT: University of Arizona Insurance Coverage

This document is written to describe the insurance coverage provided to the University of Arizona by the State of Arizona Risk Management program. The coverage described in this memorandum is statutory for state agencies, including Arizona's state university system.

The University of Arizona and its employees, officers, and agents are insured against loss under the provisions of Arizona Revised Statutes §41-621 *et seq.* This coverage also extends to volunteers working under the University's direction and control, and to student interns, externs, residents and fellows enrolled in University training programs.

The applicable wording of this statute is as follows:

> *A.R.S. §41-621A.3. - The Department of Administration shall obtain insurance against loss, to the extent it is determined necessary and in the best interests of the state on the following:...(3) The state and its departments, agencies, boards and commissions and all officers, agents and employees thereof, and such others as may be necessary to accomplish the functions or business of the state against liability for acts or omissions of any nature while acting in authorized governmental or proprietary capacities and in the course and scope of employment or authorization except as prescribed by this chapter.*

The State of Arizona meets this coverage obligation through a combination of self-insurance and purchased commercial insurance. Workers' Compensation coverage for state employees is self-insured in accordance with other provisions of the above statute.

This program is administered by the Arizona Department of Administration, Risk Management Division. The University of Arizona Department of Risk Management and Safety coordinates this function at the university level. Questions concerning these programs may be directed to Steve Holland at (520) 621-1790 or sholland@email.arizona.edu.

Certificate of Insurance

This is to certify that the State of Arizona and
University of Arizona
P.O. Box 210300
Tucson, AZ 84721-0300

are covered parties for the following coverages:

This certifies that the State of Arizona maintains for all its departments, agencies, boards, commissions and employees, insurance and self-insurance of the types and amounts specified below in accordance with Arizona Revised Statutes §41-621 and §41-622.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by Arizona Revised Statutes.

This certificate is issued by: Arizona Department of Administration, Risk Management Section, 100 North 15th Avenue, Phoenix, Arizona 85007 (602) 542-2182.

Coverage	Effective Date	Expiration Date	Limits of Coverage
Commercial General Liability Including: 1 Premises/Operations Liability 2 Products and Completed Operations 3 Blanket Contractual 4 Personal Injury 5 Broad Form Property Damage 6	3/1/2009	3/1/2014	**Bodily Injury and Property Damage Combined Single Limit** $1,000,000
Commercial Auto Liability Including: 1 Owned Vehicles 2 Non-owned Vehicles 3 Hired Vehicles			**Bodily Injury and Property Damage Combined Single Limit**
Workers' Compensation			**Statutory**
Professional Liability			
All Risk Real Property: *Replacement Cost* **All Risk Personal Property:** *Actual Cash Value*			
Other:			

Description of Event/Property/Contract:
Any Approved Activity/Event

Location:
Globe, Az
5515 S. Apache Ave., Suite 400
Globe, AZ 85501-

Special Provisions:

Certificate Holder:
Attn: Linda Rodriguez
Gila County
5515 South Apache Avenue, Suite 400
Globe, AZ 85501

This certificate supersedes any previously issued certificates.

Date: 2/6/2009

Kurt Willan

Kurt Willan
Insurance Analyst

RM-VIP1 (Rev 8/98) 7645 IPS 3687

ARF-1639 **Consent Agenda Item 4- J**

Regular BOS Meeting

Meeting Date: 01/22/2013

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License Application for February 9, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been filled out correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Lion's Club of Globe, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application to allow the Lion's Club to serve liquor at the Sheriff's Posse Dance on February 9, 2013.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a special event on February 9, 2013.

Attachments

Lion's Club Special Event App. for 2/9/13

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: Lion's 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? Sheriff Posse Dance
5. Location of the event: Gila County Fairgrounds 85501
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Heffel (Last) David (First) A. (Middle) 3/29/56 (Date of Birth)
7. Applicant's Mailing Address: 808 S. Sandi Ln. (Street) Globe (City) Az. (State) 85501 (Zip)
8. Phone Numbers: ( ) (Site Owner #) (928) 812-0041 (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:	2/9/13	Saturday	4- 11	P.M.
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. *List all people and organizations who will receive the proceeds.* Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Globe Lions Club 100%
Percentage

Address

Name _____ _____
Percentage

Address

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have *any questions regarding the law or this application, please contact the Arizona State Department of Liquor* Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of *fencing or control barriers if applicable)*

____ # Police ☐ Fencing
2 # Security personnel ☐ Barriers

Inside Building (Exhibit Bldg)

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.

(Print full name)

928-812-0041

X David Heffel (Signature) | President (Title/Position) | 1.10.13 (Date) | ~~928-425-5169~~ (Phone #)

VISE R PALMER
NOTARY PUBLIC - ARIZONA
Gila County
My Commission Expires
December 13, 2016

State of AZ County of GILA

The foregoing instrument was acknowledged before me this

10 Day of Month day of January Month, 2013 Year

My Commission expires on: Dec. 13, 2016

Vise R. Palmer

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

VISE R PALMER
NOTARY PUBLIC - ARIZONA
Gila County
My Commission Expires
December 13, 2016

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.

(Print full name)

X David Heffel (Signature)

State of Az. County of Gila

The foregoing instrument was acknowledged before me this

10 Day of Month day of January Month, 2013 Year

My commission expires on: Dec. 13, 2016 (Date)

Vise R. Palmer (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, _____ (Government Official), _____ (Title), hereby recommend this special event application; behalf of _____ (City, Town or County), _____ (Signature of OFFICIAL), _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

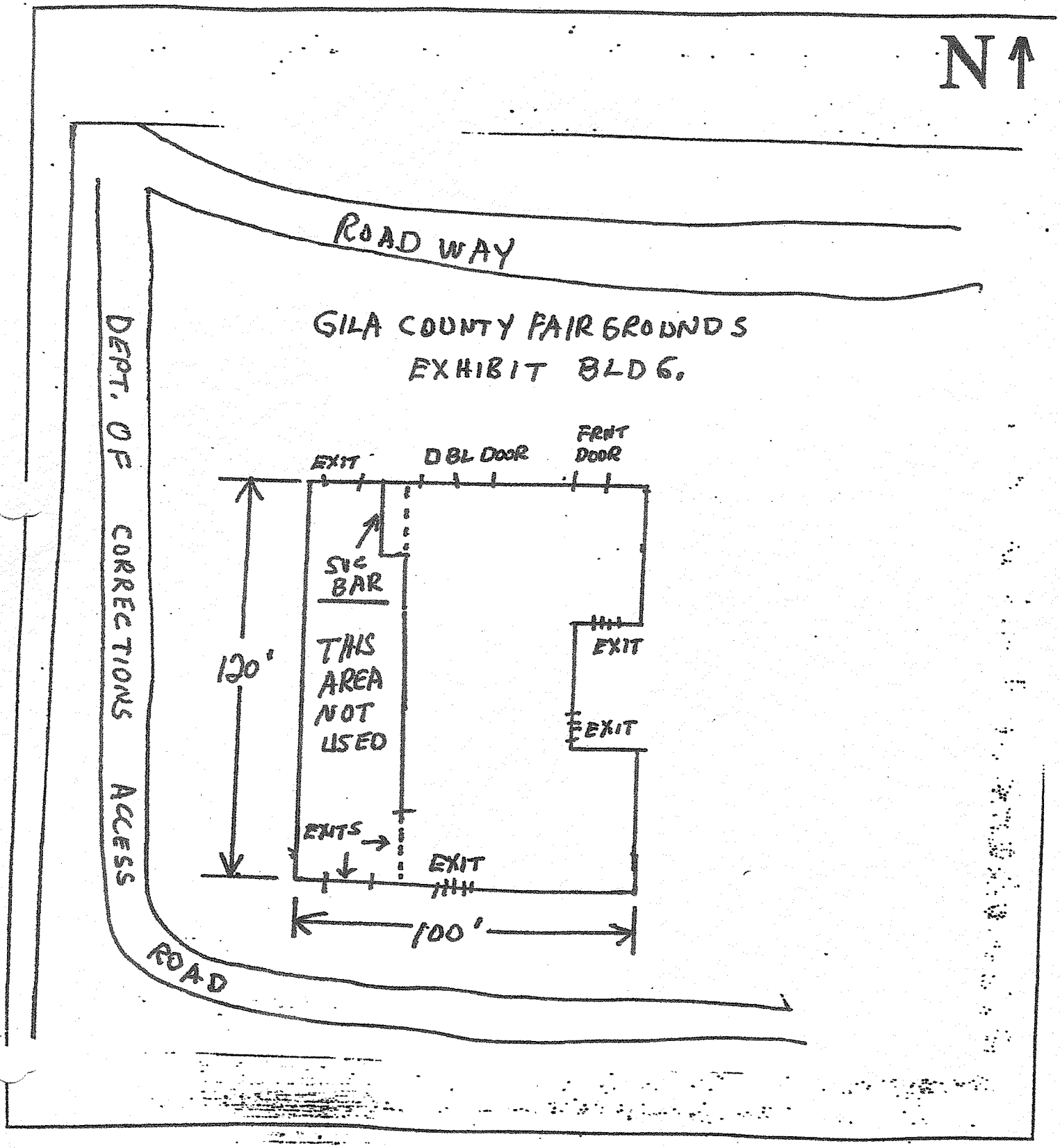
_____ (Employee) _____ (Date)

APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-1599 **4- K**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Payson Regional Constable's Monthly Report for November 2012

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable's Monthly Report for November 2012

Suggested Motion

Approval of the November 2012 monthly activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthly Report November 2012

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

November 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

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

December 3, 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 **November, 2012**, the Payson Regional Constable's Office:

- Received a total of **110** papers for service
- Drove a total of **1,867** miles
- Collected a total of **$2,046.40** as follows:

• Check Total	$1,103.00
• Cash Total	$943.40
• Total Deposited	$2,046.40
• Less Writ Fee (1 @ $5.00/each) Collected (Check #2306/Treasurer's Receipt #98349)	($ 5.00)
• Paid to General Fund (Check #2307/Treasurer's Receipt #98350)	$2,041.40
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,916.40**

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	124	2,046	$1,634.65
SEPTEMBER	217	1,805	$2,410.45	SEPTEMBER	161	1,984	$1,735.30
OCTOBER	166	1,766	$2,668.20	OCTOBER	164	1,629	$1,316.00
NOVEMBER	148	2,183	$2,018.40	NOVEMBER	110	1,867	$2,046.40
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	823	8,833	$11,998.33	RUNNING COMPARISON TOTAL	695	9,291	$8,453.95
				Difference	-128	458	-$3,544.38
YEAR TOTAL:	1,775	21,530	$25,483.43	YEAR TOTAL:	695	9,291	$8,453.95

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				NOVEMBER	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
11/2/2012	484140/1998	$40.00	5-Day Notice	Law Offices of Jo Ellen Vork	R Terry Brydon
11/5/2012	484141	$40.00	2012CV000808	Jeanne Stetson	Andre Geldarski
11/5/2012	484142	$40.00	2012CV000809	Gerald Boughton	Jim Jackson
11/5/2012	484142	$40.00	2012CV000810	Gerald Boughton	Robert D Gregor
11/5/2012	484142	$24.00	2012CV000811	Gerald Boughton	Jerry Jackson
11/5/2012	484142	$40.00	2012CV000812	Gerald Boughton	Susan Nelson
11/5/2012	484143/10344	$48.00	120907131	Zions First National Bank	Carol Rasmussen
overpayment of $8 for service of papers - refund issued check #2304					
11/5/2012	484144/12295	$132.00	2012-18831	MK Consultants Inc (AZ Quick Serve)	Haigler Creek Land Company, LLC
11/5/2012	484145/7180	$64.00	CV2012-4348	Rancho Bella Vista South Homeowners Association, an Arizona non-profit corp (Get Smart Process Svc)	Mark Hillegas and Lacey Hillegas, husband and wife et al
11/5/2012	484146/3921	$20.00	replace ck#104669	JJL Process Corp	
11/5/2012	484147/3922	$40.00	replace ck#103134	JJL Process Corp	
11/5/2012	484148/4825	$40.00	replace ck#103135	JJL Process Corp	
11/5/2012	484149/4826	$29.00	replace ck#104668	JJL Process Corp	
11/5/2012	484150/4827	$40.00	replace ck#104834	JJL Process Corp	
11/5/2012	484151/4828	$40.00	replace ck#104560	JJL Process Corp	
11/5/2012	484152/4829	$40.00	replace ck#104561	JJL Process Corp	
11/5/2012	484153/4830	$40.00	replace ck#104562	JJL Process Corp	
11/5/2012	484154/4831	$40.00	replace ck#104563	JJL Process Corp	
11/5/2012	484155/4832	$108.00	bank charges for dishonored checks	JJL Process Corp	
11/8/2012	484156/1304	$46.00	2012CV818FD	Margret Halgren c/o Prest Realty	Kurtis & Christina Bennett
11/9/2012	484157	$40.00	2012CV817-OV	Vicki Smith	Payson Care Center
11/13/2012	484158	$40.00	2012CV000820	Josh Peck	Lance Gullett
11/13/2012	484159	$67.20	2012CV000821	Debra Weber	Frank Falbo
11/13/2012	484160	$40.00	2012CV822-SC	Ray Stevens, Julie Lamagna	Randy Roberson
11/14/2012	484161	$77.00	2012CV796-FD	Sherwood Forest Mobile Home Park, Joan Hardway	Alice Holewinski & George Holewinski
11/14/2012	484162	$46.00	2012CV829-FD	Prudential Arizona Realty, Valerie Piacitelli	Daniel Woodward, All Other Occupants
11/15/2012	484163	$40.00	5 Day Notice	Jane Evans	Eric Wilbur
11/15/2012	484164/1954	$60.00	2012CV000833	Lisa Marie York	Mark Toliver
11/15/2012	484165/20637171415	$40.00	2012CV279-UN	Claudia Slover	Aloha Towing
11/16/2012	484166/7194	$64.00	CC2012-169570	Westwing Mountain Homeowners Association (Get Smart Process Svc)	Derek Reeve and Brooke Fraher
11/16/2012	484167/5209	$40.00	2012CV792	Capital One Bank (USA), N.A. (JJL Process Svc)	Suella L Minniss John/Jane Doe Minniss (if married)
11/16/2012	484168/11862	$46.00	2012CV837-FD	Pine Park Solcito Investments LLC	Teri Clark, Any and all Occupants
11/19/2012	484169	$46.00	2012000839FD	Peter & Becky Lombardo	Kendra Anne Hartnett
11/19/2012	484170	$40.00	2012CV000838	Jeff Johnson	Steven Leroy Conley
11/19/2012	484171/2002	$46.00	2012CV840FD	Ray Vela (Law Offices of Jo Ellen Vork)	R Terry Brydon
11/19/2012	484172	$67.20	2012CV370-SC	Kenneth Boyd	Edward Barker, Teresa Barker

11/21/2012	484173	$40.00	2012CV000845	David Knights	Peter Brazeau
11/26/2012	484174	$40.00	2012CV000852	Francisca Alatriz	Joseph Armstrong
11/27/2012	484175	$40.00	2012CV858SC	Woodhill Homeowners Association c/o Jere Jarrell	Jennifer Ashby
11/27/2012	484176	$40.00	2012CV000859	Don Wiggins	Jennie Bartlett
11/27/2012	484177/6356	$40.00	CC2012 154092RC	Capital One Bank (JJL Process Corp)	Tamara S Maddix John/Jane Doe Maddix (if married)
11/28/2012	484178	$40.00	2012CV000860	Terra Cluff	Shawna Green
11/30/2012	484179	$56.00	DO201000315	Jacqueline Turlukis	Todd Turlukis
	Total deposit for November 2012	$2,046.40			
	Writ Fees Collected for November 2012 12/3/2012 ck#2306	$5.00			
	Adjusted Service Fees Collected for November 2012 12/3/2012 ck#2307	$2,041.40			

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2012 TO 11/30/2012

Number of Cases	Description
1	5 Day Notice To Pay Rent (Fee)
1	5 Day Notice To Vacate (Fee)
1	Child Custody & Child Support Packet (Fee)
5	Injunction Against Harassment (Fee Waived By Ct) (Fee)
13	Injunction Against Harassment (Fee)
2	Notice & Summons (Fee)
1	Notice Of Trustee's Sale (Fee)
3	Summons & Complaint (Fee)
5	Summons & Complaint Contract (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Restitution (Fee)
3	Demand Notice for Payment
1	Injunction Against Harassment
11	Notice To Appear; Petition
8	Order Of Protection

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2012 TO 11/30/2012

Number of Cases	Description
37	Subpoena
1	Summons
10	Summons & Complaint
1	Temporary Order of Protection

Total Number of Fee Services	38
Total Number of Non Fee Services	72
Total Number of Services	110

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2012 TO 11/30/2012

Date: 12/4/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/2/2012	11/2/2012	5 Day Notice	Law Offices of, Jo Ellen Vork, Attorney	R Terry Brydon	R Terry Brydon	$40.00	484140/1998	Navajo Justice Court	0
		5 Day Notice To Pay Rent	R Terry Brydon	900 E Oxbow Circle Payson, AZ 85541	900 E Oxbow Circle Payson, AZ 85541	$40.00			1
11/5/2012	11/5/2012	2012CV000806	Jessica Adams	Karen Allen	Karen Allen	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Karen Allen	PO Box 306 Payson, AZ 85547	714 S Beeline Hwy Payson, AZ 85541	$0.00			1
11/5/2012	11/5/2012	2012CV000807	Karen Allen	Jessica Adams	Jessica Adams	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Jessica Adams	PO Box 306 Payson, AZ 85547	100 S Beeline Hwy Payson, AZ 85541	$0.00			1
11/5/2012	11/5/2012	2012CV000808	Jeanne Marjorie Stetson	Andre Geldarski	Andre Geldarski	$40.00	484141	Payson Regional Justice Court	0
		Injunction Against Harassment	Andre Geldarski	910 S Manzanita Payson, AZ 85541	900 S Beeline Hwy Payson, AZ 85541	$40.00			2
11/5/2012	11/5/2012	2012CV000809	Gerald Boughton	Jim Jackson	Jim Jackson	$40.00	484142	Payson Regional Justice Court	0
		Injunction Against Harassment	Jim Jackson	109 S Lakeshore Drive Payson, AZ 85541	109 S Lakeshore Drive Payson, AZ 85541	$40.00			1
11/5/2012	11/6/2012	2012CV000810	Gerald Boughton	Robert D. Gregor	Robert D. Gregor	$40.00	484142	Payson Regional Justice Court	0
		Injunction Against Harassment	Robert D. Gregor	121 E. Cedar Lane Payson, AZ 85541	510 S Beeline Hwy Payson, AZ 85541	$40.00			4
11/5/2012	11/6/2012	2012CV000811	Gerald Boughton	Jerry Jackson	Jerry Jackson	$24.00	484142	Payson Regional Justice Court	0
		Injunction Against Harassment	Jerry Jackson	109 S Lakeshore Drive Payson, AZ 85541	109 S Lakeshore Drive Payson, AZ 85541	$24.00			3
11/5/2012	11/6/2012	2012CV000812	Gerald Boughton	Susan Nelson	Susan Nelson	$40.00	484142	Payson Regional Justice Court	0
		Injunction Against Harassment	Susan Nelson	1109 Crestview Drive Payson, AZ 85541	1109 Crestview Drive Payson, AZ 85541	$40.00			2
11/5/2012	11/13/2012	120907131	Zions First National Bank	Carol Rasmussen	Unserved	$40.00	484143/10344	Third Judicial District Court in and for Sal Lake County, State of Utah	0
		Summons & Complaint	Carol Rasmussen	204 N Stagecoach Pass Payson, AZ 85541		$40.00			3
11/5/2012	11/7/2012	2012-18829/2012-18831	MK Consultants Inc	Haigler Creek Land Company, LLC	Haigler Creek Land Company, LLC	$132.00	484144/12295	N/A	0
		Notice Of Trustee's Sale	Haigler Creek Land Company, LLC	2 Haigler Creek Young, AZ 85554	2 Haigler Creek Young, AZ 85554	$132.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/5/2012	11/9/2012	CV2012-4348	Rancho Bella Vista South Homeowners Association, an Arizona non-profit corp	Mark Hillegas	Mark Hillegas	$40.00	484145/7180	Apache Junction Justice Court Pinal County Precinct 7	0
		Summons & Complaint Contract	Mark Hillegas and Lacey Hillegas, husband and wife, John and Jane Does 1-10; ABC Bonding Co's Partnerships or LLC	901 E Frontier Street Payson, AZ 85541	901 E Frontier Street Payson, AZ 85541	$40.00			1
11/5/2012	11/9/2012	CV2012-4348	Rancho Bella Vista South Homeowners Association, an Arizona non-profit corp	Lacey Hillegas	Lacey Hillegas	$24.00	484145/7180	Apache Junction Justice Court Pinal County Precinct 7	0
		Summons & Complaint Contract	Mark Hillegas and Lacey Hillegas, husband and wife, John and Jane Does 1-10; ABC Bonding Co's Partnerships or LLC	901 E Frontier Street Payson, AZ 85541	901 E Frontier Street Payson, AZ 85541	$24.00			1
11/7/2012	11/7/2012	2012CV000816	Tia Vela	Jacob Perez	Jacob Perez	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Jacob Perez	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
11/8/2012	11/9/2012	2012CV818FD	Prest Realty for, Margret Halgren	Kurtis & Christina Bennett	Posted-front door	$46.00	484156/1304	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Kurtis & Christina Bennett	301 N Beeline Hwy #8 Payson, AZ 85541	301 N Beeline Hwy #8 Payson, AZ 85541	$46.00			1
11/8/2012	11/8/2012	2012CV000819	Scott M. Brakefield	Loran Eaton	Loran Eaton	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Loran Eaton	191 Desert Rose Drive Tonto Basin, AZ 85553	191 Desert Rose Drive Tonto Basin, AZ 85553	$0.00			1
11/9/2012	11/13/2012	2012CV817-OV	Vicki Smith	Payson Care Center	Payson Care Center, Mike Fleming, Executive Director	$40.00	484157	Payson Justice Court	0
		Notice & Summons	Payson Care Center	107 E Lone Pine Drive Payson, AZ 85541	107 E Lone Pine Drive Payson, AZ 85541	$40.00			1
11/13/2012	11/13/2012	2012CV000820	Josh Peck	Lance Gullett	Lance Gullett	$40.00	484158	Payson Regional Justice Court	0
		Injunction Against Harassment	Lance Gullett	300 W. Frontier Street, #42 Payson, AZ 85541	300 W. Frontier Street, #42 Payson, AZ 85541	$40.00			1
11/13/2012	11/13/2012	2012CV000821	Debra Weber	Charles Frank Falbo, Jr.	Charles Frank Falbo, Jr.	$67.20	4841159	Payson Regional Justice Court	0
		Injunction Against Harassment	Charles Frank Falbo, Jr.	4980 Fuller Strawberry, AZ 85544	1000 W Country Club Payson, AZ 85541	$67.20			2
11/13/2012	11/13/2012	2012CV000824	Kendra Anne Hartnett	Becky Lombardo	Becky Lombardo	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Becky Lombardo	215 E Pine St Door on the right Payson, AZ 85541	215 E Pine St Door on the right Payson, AZ 85541	$0.00			1

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11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/14/2012	11/14/2012	2012CV822-SC	Urban Survival as general partner, Ray Stephens and Julie LaMagna, partnership	Randy Roberson	Randy Roberson	$40.00	484160	Payson Justice Court	0
		Summons & Complaint	Randy Roberson	906 N Colcord Rd Payson, AZ 85541	906 N Colcord Rd Payson, AZ 85541	$40.00			1
11/14/2012	11/14/2012	2012CV796-FD	Sherwood Forest Mobile Home Park dba Sherwood Forest Mobile Home Park	Alice Holewinski George Holewinski John and Jane Does I-X	Posted	$77.00	484161	Payson Justice Court	0
		Writ Of Restitution	Alice Holewinski George Holewinski John and Jane Does I-X	705 E Miller Road Unit #29 Payson, AZ 85541	705 E Miller Road Unit #29 Payson, AZ 85541	$77.00			1
11/14/2012	11/15/2012	2012CV829-FD	Prudential Arizona Realty, Valerie Piacitelli	Daniel Woodward, All Other Occupants	Posted on door	$46.00	484162	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Daniel Woodward, All Other Occupants	105 N Spring Payson, AZ 85541	105 N Spring Payson, AZ 85541	$46.00			1
11/15/2012	11/15/2012	5 Day Notice	Jane Evans	Eric Wilbur	Eric Wilbur	$40.00	484163	N/A	0
		5 Day Notice To Vacate	Eric Wilbur	2265 N Jewel End Payson, AZ 85541	2265 N Jewel End Payson, AZ 85541	$40.00			1
11/15/2012	11/15/2012	2012CV000833	Lisa Marie York	Mark Toliver	Mark Toliver	$60.00	484164	Payson Regional Justice Court	0
		Injunction Against Harassment	Mark Toliver	289 Hopi Lane Pine, AZ 85544	3684 Hopi Lane Pine, AZ 85544	$60.00			1
11/16/2012	11/20/2012	CC2012169570	Westwing Mountain Homeowners Association	Derek Reeve	Unserved	$40.00	484166/7194	Maricopa County-Arrowhead Justice Court	0
		Summons & Complaint Contract	Derek Reeve and Brooke Fraher	718 West Forest Drive Payson, AZ 85541-2613		$40.00			5
11/16/2012	11/20/2012	CC2012169570	Westwing Mountain Homeowners Association	Brooke Fraher	Brooke Fraher	$24.00	484166/7194	Maricopa County-Arrowhead Justice Court	0
		Summons & Complaint Contract	Derek Reeve and Brooke Fraher	718 West Forest Drive Payson, AZ 85541-2613	718 West Forest Drive Payson, AZ 85541-2613	$24.00			4
11/16/2012	11/21/2012	2012CV792	Capital One Bank (USA), N.A.	Suella L Minniss John/Jane Doe Minniss (if married)	Suella L Minniss	$60.00	484167/5209	Payson Justice Court	0
		Summons & Complaint Contract	Suella L Minniss John/Jane Doe Minniss (if married)	4147 N Mistletoe Pine, AZ 85544	198 Parkway Drive #60 Tonto Basin, AZ 85553	$40.00			5
11/16/2012	11/19/2012	2012CV837-FD	Pine Park Solcito Investments LLC	Teri Clark, Any and all Occupants	Posted-front door	$46.00	484168/11862	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Teri Clark, Any and all Occupants	1302 N Beeline Hwy Payson, AZ 85541	1302 N Beeline Hwy "Bungalow" Payson, AZ 85541	$46.00			1
11/19/2012	11/19/2012	2012000839FD	Peter & Becky Lombardo	Kendra Anne Hartnett	Kendra Anne Hartnett	$46.00	484169	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Kendra Anne Hartnett	215 E Pine Street #B Payson, AZ 85541	215 E Pine Street #B Payson, AZ 85541	$46.00			1

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11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/19/2012	12/3/2012	2012CV000838	Jeff Johnson	Steven Leroy Conley	Steven Leroy Conley	$40.00	484170	Payson Regional Justice Court	0
		Injunction Against Harassment	Steven Leroy Conley	260 W. Kings Drive East Verde Estates Payson, AZ 85541	260 W. Kings Drive East Verde Estates Payson, AZ 85541	$40.00			5
11/19/2012	11/19/2012	2012CV840FD	Ray Vela	R Terry Brydon	Posted	$46.00	484171/2002	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	R Terry Brydon	900 E Oxbow Circle Payson, AZ 85541	900 E Oxbow Circle Payson, AZ 85541	$46.00			1
11/21/2012	11/21/2012	2012CV000845	David Paul Knights	Peter Frederick Brazeau	Peter Frederick Brazeau	$40.00	484173	Payson Regional Justice Court	0
		Injunction Against Harassment	Peter Frederick Brazeau	800 S Sante Fe Circle Payson, AZ 85541	800 S Sante Fe Circle Payson, AZ 85541	$40.00			1
11/26/2012	11/26/2012	2012CV000851	Francisca Alatriz	Joseph (Joe) Armstrong	Joseph (Joe) Armstrong	$40.00	484174	Payson Regional Justice Court	0
		Injunction Against Harassment	Joseph (Joe) Armstrong	1023 Moonlight Star Valley, AZ 85541	1023 Moonlight Star Valley, AZ 85541	$40.00			1
11/27/2012	11/28/2012	2012CV858SC	Woodhill Homeowners Association, c/o Jere Jarrell	Jennifer Ashby	Jennifer Ashby	$40.00	484175	Payson Justice Court	0
		Notice & Summons	Jennifer Ashby	300 N Trailwood Payson, AZ 85541	300 N Trailwood Payson, AZ 85541	$40.00			1
11/27/2012	11/27/2012	2012CV000859	Donald Neal Wiggins	Jennie Bartlett	Jennie Bartlett	$40.00	484176	Payson Regional Justice Court	0
		Injunction Against Harassment	Jennie Bartlett	300 N Durango Circle Payson, AZ 85541	606 W Main Street Payson, AZ 85541	$40.00			1
11/27/2012	11/28/2012	CC2012 154092RC	Capital One Bank (USA), N.A.	Tamara S Maddix	Unserved	$40.00	484177/6356	San Marcos Justice Court	0
		Summons & Complaint	Tamara S Maddix John/Jane Doe Maddix (if married)	1100 N Chalet Circle Payson, AZ 85541		$40.00			1
11/28/2012	11/29/2012	2012CV000860	Terra Lynn Cluff	Shawna Green	Shawna Green	$40.00	484178	Payson Regional Justice Court	0
		Injunction Against Harassment	Shawna Green	105 E Main Street Apt 221 Payson, AZ 85541	105 E Main Street Apt 221 Payson, AZ 85541	$40.00			2
11/30/2012	11/30/2012	DO201000315	Jacqueline Turlukis	Jacqueline Turlukis	Jacqueline Turlukis	$56.00	484179	Superior Court Gila County	0
		Child Custody & Child Support Packet	Todd Christopher Turlukis	906 W Summit #3 Payson, AZ 85541	906 W Summit #3 Payson, AZ 85541	$56.00			1

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ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date: 12/4/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2012	11/5/2012	JV2012-00119 Petition 2012-1	State of Arizona	Ida Long, mother	Ida Long, mother	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	571 S Tonto Creek Drive, Kohl's Ranch Payson, AZ 85541	903 W Hwy 260 Ste 4 Payson, AZ 85541	$0.00			3
11/1/2012	11/2/2012	2012CV000804	Denice Camp	Michael Basner	Michael Basner	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael Basner	1016 S Ponderosa Payson, AZ 85541	1016 S Ponderosa Payson, AZ 85541	$0.00			1
11/2/2012	11/9/2012	Demand Notice	Payson Regional Constable's Office	Claudia Jo Slover	Claudia Jo Slover	$0.00		N/A	0
		Demand Notice for Payment	Claudia Jo Slover	404 W. Bridle Path Lane Payson, AZ 85541	404 W. Bridle Path Lane Payson, AZ 85541	$0.00			2
11/2/2012	11/9/2012	Demand Notice	Payson Regional Constable's Office	Kenneth Boyd	Kenneth Boyd	$0.00		N/A	0
		Demand Notice for Payment	Kenneth Boyd	903 Granite Dell Payson, AZ 85541	903 Granite Dell Payson, AZ 85541	$0.00			4
11/2/2012	11/9/2012	Demand Notice	Payson Regional Constable's Office	Curtis Acheson	Curtis Acheson	$0.00		N/A	0
		Demand Notice for Payment	Curtis Acheson	705 E. Miller Road, #40 Payson, AZ 85541	705 E. Miller Road, #40 Payson, AZ 85541	$0.00			2
11/5/2012	11/5/2012	JV2012-092 Petition 2012-2	State of Arizona	Robert McDowell	Robert McDowell	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 S McLane #34 Payson, AZ 85541	905 S McLane #34 Payson, AZ 85541	$0.00			1
11/5/2012	11/5/2012	JV2011-089 Petition 2012-3	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	190 Cornerstone Way #36 Star Valley, AZ 85541	190 Cornerstone Way #36 Star Valley, AZ 85541	$0.00			1
11/5/2012	11/5/2012	JV2011-089 Petition 2012-3	State of Arizona	Annissa Micolites	Annissa Micolites	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	190 N. Cornerstone Way, #36 Star Valley, AZ 85541	190 N. Cornerstone Way, #36 Star Valley, AZ 85541	$0.00			1
11/5/2012	11/15/2012	2012CR000546	State of Arizona	Jason Jones	Jason Jones	$0.00		Payson Justice Court	0
		Summons & Complaint	Jason Jones	604 E Park Drive Payson, AZ 85541	16776 N SR 87 Payson, AZ 85541	$0.00			9
11/5/2012	11/9/2012	2012CR000545	State of Arizona	Brian Shaw	Brian Shaw	$0.00		Payson Justice Court	0
		Summons & Complaint	Brian Shaw	110 E Aero Drive #1 Payson, AZ 85541	110 E Aero Drive #1 Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/5/2012	11/14/2012	2012CR000544	State of Arizona	Garrett Stanley	Garrett Stanley	$0.00		Payson Justice Court	0
		Summons & Complaint	Garrett Stanley	801 E Frontier #7 Payson, AZ 85541	309 E McKamey Payson, AZ 85541	$0.00			4
11/5/2012	11/14/2012	2012CR000543	State of Arizona	Brandy Sharp	Brandy Sharp	$0.00		Payson Justice Court	0
		Summons & Complaint	Brandy Sharp	806 S Pony Circle Payson, AZ 85541	300 W Frontier #19 Payson, AZ 85541	$0.00			7
11/5/2012	11/5/2012	2012CV000030	Wyman Kendall	Brad Kendall	Brad Kendall	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Brad Kendall	115 W Rancho Road Payson, AZ 85541	115 W Rancho Road Payson, AZ 85541	$0.00			1
11/5/2012	11/7/2012	2012CR139	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel D Parker	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/5/2012	11/7/2012	2012CR139	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel D Parker	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
11/5/2012	11/7/2012	2012CR139	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel D Parker	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/6/2012	11/9/2012	2012TR002773	State of Arizona	Robert D. Gregor	Robert D. Gregor	$0.00		Payson Justice Court	0
		Summons & Complaint	Robert D. Gregor	1001 N Matterhorn Payson, AZ 85541	1001 N Matterhorn Payson, AZ 85541	$0.00			2
11/6/2012	11/13/2012	2012CR000425	State of Arizona	Tyler Lombardo	Tyler Lombardo	$0.00		Payson Justice Court	0
		Summons & Complaint	Tyler Lombardo	1407 N Easy Street Payson, AZ 85541	215 E Pine Street Payson, AZ 85541	$0.00			2
11/6/2012	11/7/2012	2012TR12276	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ellenja Placek Hayes	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/6/2012	11/7/2012	2012TR12276	State of Arizona	Payson Police Department, Ofc. B. Watson	Payson Police Department, Ofc. B. Watson	$0.00		Payson Magistrate Court	0
		Subpoena	Ellenja Placek Hayes	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/6/2012	11/9/2012	2012TR12276	State of Arizona	Christopher Allan Nickerson	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Ellenja Placek Hayes	307-1/2 E. Juniper Street Payson, AZ 85541		$0.00			1
11/6/2012	11/16/2012	2012TR12276	State of Arizona	Steven Earl Lemonier	Steven Earl Lemonier	$0.00		Payson Magistrate Court	0
		Subpoena	Ellenja Placek Hayes	700 E Juniper St Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			4
11/6/2012	11/7/2012	2012CR12302	State of Arizona	Payson Police Department, Ofc. D. Tanner	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Frank Jose Gonzalez	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/6/2012	11/9/2012	2012-00407	State of Arizona	Joshua Steven Jensen	Joshua Steven Jensen	$0.00		Superior Court Gila County	0
		Summons	Joshua Steven Jensen	300 W Bonita #16 Payson, AZ 85541	300 W Bonita #16 Payson, AZ 85541	$0.00			2

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11/1/2012 TO 11/30/2012

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11/8/2012	11/26/2012	2012CR012433	State of Arizona	Jonathan Beyer	Jonathan Beyer	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jonathan Beyer	302 S Tonto Payson, AZ 85541	302 S Tonto Payson, AZ 85541	$0.00			7
11/14/2012	11/16/2012	JV2012-047 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 S Pinecone Payson, AZ 85541	301 S McLane Payson, AZ 85541	$0.00			1
11/14/2012	11/16/2012	JV2012-047 Petition 2012-1	State of Arizona	Linda K. Schreur	Kathy Rieger	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 S. Pine Cone Street Payson, AZ 85541	4007 N Mistletoe Pine, AZ 85541	$0.00			1
11/14/2012	11/19/2012	2012-162	State of Arizona	Judith E. Polk	Judith E. Polk	$0.00		Superior Court Gila County	0
		Subpoena	Brittany Corso	Tonto Basin Market Place 45994 N. Highway 188 Tonto Basin, AZ 85553	45994 N. Highway 188 Tonto Basin, AZ 85553	$0.00			2
11/14/2012	11/16/2012	2011-675	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/14/2012	11/16/2012	2011-675	State of Arizona	Payson Police Department, Lt. Donald Garvin	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/14/2012	11/16/2012	2011-675	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/14/2012	11/16/2012	2012CR452	State of Arizona	Milford M Cook, Jr	Milford M Cook, Jr	$0.00		Payson Magistrate Court	0
		Subpoena	Donald Lawrence Warren	4230 N Highway 87 #7 Pine, AZ 85544	4230 N Highway 87 #7 Pine, AZ 85544	$0.00			1
11/14/2012	11/16/2012	2012CR452	State of Arizona	Harvey D Rankin	Harvey D Rankin	$0.00		Payson Magistrate Court	0
		Subpoena	Donald Lawrence Warren	4230 N Highway 87 #17 Pine, AZ 85544	4230 N Highway 87 #17 Pine, AZ 85544	$0.00			1
11/14/2012	11/16/2012	2012CR452	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Donald Lawrence Warren	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/15/2012	11/15/2012	2012CV000830	Daniel VanBuskirk	Catherine Dawn VanBuskirk	Catherine Dawn VanBuskirk	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Catherine Dawn VanBuskirk	807 S Westerly Rd Payson, AZ 85541	208 E Sherwood Dr Payson, AZ 85541	$0.00			2
11/15/2012	11/16/2012	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.	Randall Place Pine, AZ 85544	Randall Place Pine, AZ 85544	$0.00			1
11/15/2012	11/27/2012	2011-308	State of Arizona	Kent Echols	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Benten "Benny" Cline, Jr.	400 W Longhorn Street Payson, AZ 85541		$0.00			2

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/15/2012	11/27/2012	2011-308	State of Arizona	Franklin Pierce Cline	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Benten "Benny" Cline, Jr.	457 S. Old Hwy 188 Tonto Basin, AZ 85553		$0.00			3
11/15/2012	11/16/2012	2011-308	State of Arizona	GCSO, Deputy K. Baltz	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Kenneth Benten "Benny" Cline, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/15/2012	11/15/2012	DO201200339	Jessica Garcia	Harold Theisen	Harold Theisen	$0.00		Superior Court Gila County	0
		Order Of Protection	Harold Theisen	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
11/16/2012	11/16/2012	DO201200347	Stacy Lopatesky	Brandon Lopatesky	Brandon Lopatesky	$0.00		Superior Court Gila County	0
		Order Of Protection	Brandon Lopatesky	104 N Deer Creek Drive Payson, AZ 85541	740 N Deer Creek Drive Payson, AZ 85541	$0.00			2
11/16/2012	11/19/2012	2012TR002635	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Harley Schalesky	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/16/2012	11/19/2012	2012TR001958	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Christian Leos	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/16/2012	11/19/2012	2012TR002772	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Loretta Hallman	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/16/2012	11/19/2012	2012TR002601	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Henrique Maez	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/16/2012	11/19/2012	2012TR012497	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Stanley Pierce	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/16/2012	11/19/2012	2012CR000563	State of Arizona	Dorsey Townsend	Dorsey Townsend	$0.00		Payson Justice Court	0
		Summons & Complaint	Dorsey Townsend	407 S Ponderosa Street Payson, AZ 85541	407 S Ponderosa Street Payson, AZ 85541	$0.00			1
11/19/2012	11/19/2012	TR2012155401	State of Arizona	Cindy Anne Mills	Cindy Anne Mills	$0.00		Maricopa County-North Mesa Justice Court	0
		Summons & Complaint	Cindy Anne Mills	304 S Clark Road Apt 5 Payson, AZ 85541	304 S Clark Road Apt 5 Payson, AZ 85541	$0.00			1
11/20/2012	11/21/2012	2012TR015037	State of Arizona	Yulei Bai	Yulei Bai	$0.00		Star Valley Magistrate Court	0
		Summons & Complaint	Yulei Bai	302 S Beeline Hwy Payson, AZ 85541	302 S Beeline Hwy Payson, AZ 85541	$0.00			1
11/20/2012	11/21/2012	JV2012-00125 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	806 S Pony Circle Payson, AZ 85541	301 S McLane Road Payson, AZ 85541	$0.00			1
11/20/2012	11/21/2012	JV2012-00125 Petition 2012-1	State of Arizona	Christine Garcia	Christine Garcia	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	806 S. Pony Circle Payson, AZ 85541	806 S. Pony Circle Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/20/2012	11/21/2012	JV2012-00124 Petition 2012-1	State of Arizona	Jacqueline Mitchell, step mother Donald Klabbatz, father	Jacqueline Mitchell	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	448 S Tonto Creek Drive Payson, AZ 85541	802 S Tonto Creek Drive Payson, AZ 85541	$0.00			1
11/26/2012	11/26/2012	2012TR2043	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Leonidas Psofemes	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
11/26/2012	11/26/2012	2012CV000850	Heather Plumlee	Tiffany Villanueva	Tiffany Villanueva	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Tiffany Villanueva	414 W Saddle Payson, AZ 85541	502 W Saddle Payson, AZ 85541	$0.00			1
11/26/2012	11/26/2012	2012CV000851	Leticia Alatriz	Joseph (Joe) Armstrong	Joseph (Joe) Armstrong	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Joseph (Joe) Armstrong	1023 Moonlight Star Valley, AZ 85541	1023 Moonlight Star Valley, AZ 85541	$0.00			1
11/26/2012	11/26/2012	2012CV000854	Leonard Davinci	Eben Davinci	Eben Davinci	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Eben Davinci	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
11/26/2012	11/26/2012	2012CV000855	Jennifer Reeves	Erick Walter Barnick	Erick Walter Barnick	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Erick Walter Barnick	1100 South Street Payson, AZ 85502	1100 South Street Payson, AZ 85502	$0.00			1
11/27/2012	11/27/2012	53235 O-06457-12	Rachel L Estrada	Ronald Estrada	Ronald Estrada	$0.00		Family Court of the State of New York County of Dutchess	0
		Temporary Order of Protection	Ronald Estrada	300 W Frontier Street Apt 20 Payson, AZ 85541	300 W Frontier Street Apt 20 Payson, AZ 85541	$0.00			1
11/28/2012	11/30/2012	CR2012 295	State of Arizona	Brandon Fevold	Brandon Fevold	$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	8192 W Sepia Road Payson, AZ 85541	160 E Hwy 260 Payson, AZ 85541	$0.00			3
11/28/2012	11/30/2012	2009-603	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Joshua Wayne Simmons	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	2012TC012076	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	2012TC012076	State of Arizona	Bernice May	Bernice May	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	1501 N Beeline Hwy #39 Payson, AZ 85541	1501 N Beeline Hwy #39 Payson, AZ 85541	$0.00			1
11/30/2012	12/3/2012	2012TC012076	State of Arizona	Fred Eckel	Fred Eckel	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	1501 N Beeline Hwy #46 Payson, AZ 85541	1501 N Beeline Hwy #46 Payson, AZ 85541	$0.00			3
11/30/2012	11/30/2012	2012CR469	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Jason Ross Perkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	2012TR2258	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Bruce Mikka	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/30/2012	11/30/2012	2012CR343	State of Arizona	Ryan Sheehan	Ryan Sheehan	$0.00		Payson Regional Justice Court	0
		Subpoena	Thomas Leroy Crom, IV	503 W Frontier Street Payson, AZ 85541	503 W Frontier Street Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	2012CR343	State of Arizona	Stacy Ann "Annie" Crom	Stacy Ann "Annie" Crom	$0.00		Payson Regional Justice Court	0
		Subpoena	Thomas Leroy Crom, IV	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
11/30/2012	11/30/2012	2012CR343	State of Arizona	Thomas L Crom, III	Thomas L Crom, III	$0.00		Payson Regional Justice Court	0
		Subpoena	Thomas Leroy Crom, IV	273 Coyote Way P.O. Box 9 Star Valley, AZ 85541	307G S Hwy 87 Payson, AZ 85541	$0.00			3
11/30/2012	11/30/2012	2012CR343	State of Arizona	GCSO, Detective J. Garrett	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Thomas Leroy Crom, IV	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	2012CR343	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Thomas Leroy Crom, IV	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	JV2009-089 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	141 W Haught Rd #16 Star Valley, AZ 85541	420 W Frontier Payson, AZ 85541	$0.00			1
11/30/2012	11/30/2012	JV2009-089 Petition 2012-1	State of Arizona	Rita Jones, mother Riley Jones, father	Rita H. Jones	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	141 W Haught Rd #16 Star Valley, AZ 85541	310 E Tyler Parkway Payson, AZ 85541	$0.00			1

MILEAGE FOR THE MONTH November 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
11/1				
11/2	17		68	
11/5	41		54	
11/6	38			
11/7	36		105	
11/8	82			
11/9	33		71	
11/12				
11/13	82		85	
11/14	150		87	
11/15	109			
11/16	66		137	
11/19	32		102	
11/20	29		52	
11/21			80	
11/22				
11/23				
11/26	28		43	
11/27	34			
11/28	31		38	
11/29	36			
11/30	32		69	
DAYS	**876**		**991**	

Total Miles Driven By The Constable's Office **1867** **November 2012**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 12/3/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics Standards & Treasures Board Writ Fee Collected

Account Code	Revenue Description	Amount
T9116 2061	CESTB - Writ Fee Collected For November 2012	5 00
	1 @ 5.00	
	CK # 2306	
		5 00

Authorized Signature _____ Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98349

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2306
91-527/1221 6128
0703680454

DATE 12/3/12

PAY TO THE ORDER OF Gila County Treasurer $ 5.00

five dollars + NO/100's DOLLARS

Security Features. Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Writ Fees - Nov 12

MP

⑈000002306⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE _____

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees collected - November 2012

Account Code	Revenue Description	Amount
1005-324-3405 80	Service fees collected	2041 40
X1005-01-32400-4614	11/1/12 thru 11/30/12	
		2041 40

Authorized Signature _____ Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98350

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2307
91-527/1221 6128
0703680454

DATE 12/3/12

PAY TO THE ORDER OF Gila County Treasurer $ 2041 40

Two thousand forty-one + 00/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service Fees - Nov

⑈000002307⑈ ⑆122105278⑆ 0703680454⑈

ARF-1634 **4- L**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Payson Regional Constable's Monthly Report for December 2012

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable's Monthly Report for December 2012

Suggested Motion

Approval of the December 2012 monthly activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthly Report December 2012

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

December 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

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

January 2, 2013

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 **December, 2012**, the Payson Regional Constable's Office:

- Received a total of **112** papers for service
- Drove a total of **1,985** miles
- Collected a total of **$1,218.60** as follows:

• Check Total	$658.20
• Cash Total	$560.40
• Total Deposited	$1,218.60
• Ck #2304 – Zions Management Svc Co Overpayment of service fee	($8.00)
• Ck #2305 – AZ Constable's Assoc. – Dues for 2013	($255.00)
• Check Ordering Charge	($73.26)
• Checking account balance adjustment to $500.00 01-02-13	($437.00)
• Less Writ Fee (1 @ $5.00/each) Collected (Check #2310/Treasurer's Receipt #98353)	($ 5.00)
• Paid to General Fund (Check #2312/Treasurer's Receipt #98355)	$440.34
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$1,315.34**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

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	124	2,046	$1,634.65
SEPTEMBER	217	1,805	$2,410.45	SEPTEMBER	161	1,984	$1,735.30
OCTOBER	166	1,766	$2,668.20	OCTOBER	164	1,629	$1,316.00
NOVEMBER	148	2,183	$2,018.40	NOVEMBER	110	1,867	$2,046.40
DECEMBER	170	2,330	$2,100.70	DECEMBER	112	1,985	$1,218.60
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	993	11,163	$14,099.03	RUNNING COMPARISON TOTAL	807	11,276	$9,672.55
				Difference	-186	113	-$4,426.48
YEAR TOTAL:	1,775	21,530	$25,483.43	YEAR TOTAL:	807	11,276	$9,672.55

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				DECEMBER	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
12/3/2012	484180	$40.00	2012CV000874	Dathianne Kane	Devin Swapp
12/4/2012	484181/19595	$77.00	2012CV829-FD	Prudential Arizona Realty, Valerie Piacitelli	Daniel Woodward, All Other Occupants
12/4/2012	484182/2992	$40.00	2010CV704-SC	Steven N Booth DDS	Nora Noriega-Charleston
12/6/2012	484183/1447	$46.00	2012CV887-FD	Emery McKeen	Kassie Haught
12/6/2012	484184/3292	$67.20	2012CV720SC	Joe Hock	Judy M Johnson & Ronny S Harris
12/10/2012	484185/32068	$96.00	CV2012011821	Zulema Galindo (Integrity Attorney Svc)	Jake Wade Thomasson and Jane Doe Thomasson
12/10/2012	484186	$96.00	2012CV000890	Vaughn Drinkwater	James Coever
12/10/2012	484187	$20.00	2012CV331IH	Curtis Acheson	Gregory Ramstandt
12/11/2012	484188	$60.00	2012CV000894	Crystal Larkins	Julie Crosser
12/11/2012	484189	$40.00	2012CV000895	Jennifer Michael	Christopher Mathews
12/12/2012	484190	$40.00	5 day notice	Kevin Turner c/o Sean Tanner	Brandy Stanko
12/12/2012	484191/2016	$40.00	2012CV897-OV	Jo Ellen Vork dba Law Offices of Jo Ellen Vork	Carole Jolene Schaff
12/13/2012	484192	$56.00	DO201200380	Adam Tucker (Cynthia Spicer)	Emma Nelson
12/17/2012	484193	$62.40	2012CV900FD	Harry D Jones	Donald M King
12/18/2012	484194	$40.00	2012CV902SC	William McClymonds	Desiree Greenberg
12/18/2012	484195/5009	$46.00	2012CV903FD	R & H Boulder & Granite	Crystal Davis
12/18/2012	484196/3822	$40.00	2012CR12459	Barry A Standifird	Donald Neal Wiggins
12/18/2012	484197	$60.00	2012CV901FD	James Klemmer (Sandy)	Gary Thompson Debbie Thompson Any and all occupants
12/19/2012	484198/20275784472	$40.00	FC2012-094318	Alyssa Lopez	Michael Anthony Romo
12/19/2012	484199/105061	$40.00	2012CV843-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Chelsea J Stone & John/Jane Doe Stone (if married)
12/19/2012	484200	$46.00	2012CV904FD	Ronald T & Margaret A Goodell	Tina-Marie & William L Dearhamer Sr
12/26/2012	485001/4751	$66.00	MC114694/Licavoli/4138	Federal National Mortgage Association (AAA Landlord services)	Mary J Licavoli and all other occupants
12/26/2012	485002/0768122265	$60.00	768122265	Jim Tod Sr.	John Tod and Sharon Molina
	Total deposit for December 2012	$1,218.60			
	Zions Management Svc Co-Overpayment of Svc fee ck#2304	$8.00			
	AZ Constable's Assoc.-Dues ck #2305	$255.00			
	Check ordering charge	$73.26			
	Checking acct balance adjustment	$437.00			
	Writ Fees Collected for December 2012 1/2/2013 ck#2310	$5.00			
	Adjusted Service Fees Collected for December 2012 1/2/2013 ck#2311	$440.34			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2012 TO 12/31/2012

Number of Cases	Description
1	5 Day Notice To Pay Or Quit (Fee)
2	5 Day Notice To Vacate (Fee)
1	Injunction Against Harassment (Fee Waived By Ct) (Fee)
4	Injunction Against Harassment (Fee)
2	Notice & Summons (Fee)
2	Order To Appear (Fee)
1	Petition To Establish Child Custody, Parenting Time & Child Support (Fee)
1	Subpoena (Fee)
2	Summons & Complaint (Fee)
1	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Restitution (Fee)
1	Amended Order of Protection
8	Notice To Appear; Petition
11	Order Of Protection

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2012 TO 12/31/2012

Number of Cases	Description
58	Subpoena
1	Subpoena For Deposition; Motion For Deposition; Order For Deposition
1	Subpoena Trial Reset
2	Summons
7	Summons & Complaint

Total Number of Fee Services	23
Total Number of Non Fee Services	89
Total Number of Services	112

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER

12/1/2012 TO 12/31/2012

Date: 1/2/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/3/2012	12/3/2012	2012CV000874	Dathianne Kane	Devin Swapp	Devin Swapp	$40.00	484180	Payson Regional Justice Court	0
		Injunction Against Harassment	Devin Swapp	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			1
12/4/2012	12/5/2012	2010CV704-SC	Steven N. Booth, DDS, PC	Nora Noriega-Charleston	Nora Noriega-Charleston	$40.00	484182/2992	Payson Justice Court	0
		Order To Appear	Nora Noriega-Charleston	1207 N William Tell Circle Payson, AZ 85541	1207 N William Tell Circle Payson, AZ 85541	$40.00			1
12/4/2012	12/6/2012	2012CV829-FD	Prudential Arizona Realty, Valerie Piacitelli	Daniel Woodward, All Other Occupants	Daniel Woodward, All Other Occupants	$77.00	484181/19595	Payson Regional Justice Court	0
		Writ Of Restitution	Daniel Woodward, All Other Occupants	105 N Spring Payson, AZ 85541	105 N Spring Payson, AZ 85541	$77.00			2
12/6/2012	12/6/2012	2012CV887-FD	Emery McKeen	Kassie Haught	Kassie Haught	$46.00	484183/1447	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Kassie Haught	602 S Colcord Cabin #5 Payson, AZ 85541	602 S Colcord Cabin #5 Payson, AZ 85541	$46.00			1
12/6/2012	12/21/2012	2012CV720SC	Joseph A Hock	Judy M Johnson & Ronny S Harris	Unserved	$67.20	484184/3292	Payson Justice Court	0
		Notice & Summons	Judy M Johnson & Ronny S Harris	8273 Wingfield Way Strawberry, AZ 85544		$67.20			8
12/10/2012	12/10/2012	CV2012 011821	Zulema Galindo	Jake Wade Thomasson and Jane Doe Thomasson	Jake Wade Thomasson	$96.00	484185/32068	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Jake Wade Thomasson and Jane Doe Thomasson	215 W Burton Ln Tonto Basin, AZ 85553	215 W Burton Ln Tonto Basin, AZ 85553	$96.00			1
12/10/2012	12/10/2012	2012CV000890	Vaughn Drinkwater	James Coever	James Coever	$96.00	484186	Payson Regional Justice Court	0
		Injunction Against Harassment	James Coever	554 E Mad As Hell Trail Tonto Basin, AZ 85553	554 E Mad As Hell Trail Tonto Basin, AZ 85553	$96.00			1
12/10/2012	12/10/2012	2012CV000892	Myndi Brogdon	Eben Davinci	Eben Davinci	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Eben Davinci	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/11/2012	12/14/2012	2012CV000894	Crystal Lynn Larkins	Julie Ann Crosser	Julie Ann Crosser	$60.00	484188	Payson Regional Justice Court	0
		Injunction Against Harassment	Julie Ann Crosser	224 E Windy Way Payson, AZ 85541	FS Road 417 mp 4.0 Payson, AZ 85541	$60.00			5

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/11/2012	12/11/2012	2012CV000895	Jennifer Michael	Christopher Mathews	Christopher Mathews	$40.00	484189	Payson Regional Justice Court	0
		Injunction Against Harassment	Christopher Mathews	1001 N Monarch Street Payson, AZ 85541	1001 N Monarch Street Payson, AZ 85541	$40.00			1
12/12/2012	12/14/2012	5 Day Notice	Kevin Turner c/o Sean Tanner, agent	Brandy Stanko	Posted - Carport Door	$40.00	484190	N/A	0
		5 Day Notice To Pay Or Quit	Brandy Stanko	207 East Aero Drive Payson, AZ 85541	207 East Aero Drive Payson, AZ 85541	$40.00			1
12/12/2012	12/18/2012	2012CV897-OV	Law Offices of, Jo Ellen Vork, Attorney	Carol Jolene Schaff	Unserved	$40.00	484191/2016	Payson Justice Court	0
		Summons & Complaint	Carol Jolene Schaff	1019 Cedarcrest Circle Payson, AZ 85541		$40.00			5
12/13/2012	12/17/2012	DO201200380	Adam Tucker	Emma Nelson	Emma Nelson	$56.00	484192	Superior Court Gila County	0
		Petition To Establish Child Custody, Parenting Time & Child Support	Emma Nelson	309 N. McLane Road, #C Payson, AZ 85541	309 N. McLane Road, #C Payson, AZ 85541	$56.00			2
12/17/2012	12/17/2012	2012CV900FD	HNJ Properties LLC, c/o Harry Jones	Donald M King	Donald M King	$62.40	484193	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Donald M King	154 Belluzzi Blvd Payson, AZ 85541	154 Belluzzi Blvd Payson, AZ 85541	$62.40			1
12/18/2012	12/19/2012	2012CV902SC	William McClymonds	Desiree Greenberg	Desiree Greenberg	$40.00	484194	Payson Justice Court	0
		Notice & Summons	Desiree Greenberg	1000 N Matterhorn Rd Payson, AZ 85541	1000 N Matterhorn Rd Payson, AZ 85541	$40.00			1
12/18/2012	12/18/2012	2012CV903FD	R&H Boulder & Granite, LLC, c/o Roy Haught	Crystal Davis	Posted-front door	$46.00	484195/5009	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Crystal Davis	3760 E Hwy 260 #18 Star Valley, AZ 85541	3760 E Hwy 260 #18 Star Valley, AZ 85541	$46.00			1
12/18/2012	12/19/2012	2012CR12459	State of Arizona	Safeway Corporation, , Custodian of Records	Safeway Supermarkets, c/o Russ Youngcourt, Assistant Manager	$40.00	484196/3822	Superior Court Gila County	0
		Subpoena	Donald Neal Wiggins	401 E Hwy 260 Payson, AZ 85541	401 E. Highway 260 Payson, AZ 85541	$40.00			1
12/18/2012	12/18/2012	2012CV901-FD	James R Klemmer	Gary Thompson Debbie Thompson Any and all occupants	Debbie Thompson	$60.00	484197	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Gary Thompson Debbie Thompson Any and all occupants	602 Tonto Creek Drive Payson, AZ 85541	602 Tonto Creek Drive Payson, AZ 85541	$60.00			1
12/19/2012	12/21/2012	FC2012-094318	Alyssa Lopez	Michael Anthony Romo	Michael Anthony Romo	$40.00	484198/20275784472	Superior Court of Maricopa County	0
		Order To Appear	Michael Anthony Romo	200 W Corral Drive Payson, AZ 85541	404 N Easy Payson, AZ 85541	$40.00			4
12/19/2012	12/19/2012	2012CV843-UN	Portfolio Recovery Associates, LLC	Chelsea J Stone & John/Jane Doe Stone (if married)	Unserved	$40.00	484199/105061	Payson Justice Court	0
		Summons & Complaint	Chelsea J Stone & John/Jane Doe Stone (if married)	710 N Matterhorn Road Payson, AZ 85541		$40.00			1

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12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/19/2012	12/19/2012	2012CV904FD	Ronald T & Margaret A Goodell	Tina-Marie & William L Dearhamer Sr	Tina-Marie Dearhamer	$46.00	484200	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Tina-Marie & William L Dearhamer Sr	330 W Roundup Road Payson, AZ 85541	330 W Roundup Road Payson, AZ 85541	$46.00			1
12/26/2012	12/26/2012	MC114694/Licavoli/4138	Federal National Mortgage Association	Mary J Licavoli and All other occupants	Peter Licavoli	$66.00	485001/4751		0
		5 Day Notice To Vacate	Mary J Licavoli and All other occupants	4214 Cypress St. Pine, AZ 85544	4214 Cypress Hill Road Pine, AZ 85544	$66.00			1
12/26/2012	12/26/2012	0768122265	Jim Tod Sr.	John Tod And Sharon Molina	John Tod	$60.00	485002/07681 22265	N/A	0
		5 Day Notice To Vacate	John Tod And Sharon Molina	6249 W Prince Dr Pine, AZ 85544	6249 W Prince Drive Pine, AZ 85544	$60.00			1

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ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/3/2012	12/3/2012	2012CR12240	State of Arizona	Jacob Boswell	Jacob Boswell	$0.00		Payson Magistrate Court	0
		Subpoena For Deposition; Motion For Deposition; Order For Deposition	Anthony Michael Stevens	307 W Corral Drive Payson, AZ 85541	107 E Airline Payson, AZ 85541	$0.00			2
12/3/2012	12/3/2012	2012CV000873	Dathianne Kane	Chelsea Kane	Chelsea Kane	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Chelsea Kane	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/3/2012	12/5/2012	2011-675	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/3/2012	12/5/2012	2011-675	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/3/2012	12/5/2012	2012-019	State of Arizona	DPS Criminalist, Gregory Ohlson	DPS Clipboard - Payson	$0.00		Superior Court Gila County	0
		Subpoena	Jason Estrella	DPS Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
12/3/2012	12/5/2012	2012CR000583	State of Arizona	Joshua Sulwer	Joshua Sulwer	$0.00		Payson Justice Court	0
		Summons & Complaint	Joshua Sulwer	3267 Patterson Pine, AZ 85544	3267 Patterson Pine, AZ 85544	$0.00			2
12/4/2012	12/4/2012	2012CV000885	Erick Walter Barnick	Jennifer Reeves	Jennifer Reeves	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jennifer Reeves	703 E Frontier #27 Payson, AZ 85541	703 E Frontier #27 Payson, AZ 85541	$0.00			2
12/5/2012	12/5/2012	2012CV000886	Paul Greene	Jennifer Charlton	Jennifer Charlton	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jennifer Charlton	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/5/2012	12/7/2012	2012CV820	Josh Peck	Lance Gullett	Lance Gullett	$0.00		Payson Regional Justice Court	0
		Amended Order of Protection	Lance Gullett	300 W. Frontier Street, #42 Payson, AZ 85541	300 W. Frontier Street, #42 Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/5/2012	12/10/2012	2012-306	State of Arizona	Pine Strawberry Fire Department, Zach Graham	Pine Strawberry Fire Department, Zach Graham	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	6198 E Hardscrabble Pine, AZ 85544	8701 W Deer Drive Strawberry, AZ 85544	$0.00			2
12/5/2012	12/7/2012	2012-306	State of Arizona	Gila County Attorney's Office, Kenny Wortman, Detective	Gila County Attorney's Office, Kenny Wortman, Detective	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	714 S Beeline Hwy Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	$0.00			1
12/5/2012	12/10/2012	2012-306	State of Arizona	Gila County Superior Court, Megan Miller	Gila County Superior Court, Megan Miller	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	714 S Beeline Hwy Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	$0.00			1
12/5/2012	12/10/2012	2012-306	State of Arizona	Michael E. Paulk, MD	Michael E. Paulk, MD	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	Payson Regional Medical Center 807 S. Ponderosa Street Payson, AZ 85541	1105 W Remuda Payson, AZ 85541	$0.00			5
12/5/2012	12/10/2012	2012-306	State of Arizona	Shelly Camden aka Wiles	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	Pine Creek RV Park 3485 N. Highway 87, Sp #8 Pine, AZ 85544		$0.00			4
12/5/2012	12/7/2012	2012-306	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/5/2012	12/10/2012	2012-306	State of Arizona	Joyce Roberson	Joyce Roberson	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	3788 Prince Drive Pine, AZ 85544	3584 N Hwy 87 #13 Pine, AZ 85544	$0.00			2
12/5/2012	12/10/2012	2012-306	State of Arizona	Dillon Hallam	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	391 N Sycamore Lane Tonto Basin, AZ 85554		$0.00			1
12/6/2012	12/7/2012	JV2012-130 Petition 2012-1	State of Arizona	[redacted] minor	Unserved	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	618 N Ponderosa Circle Payson, AZ 85541		$0.00			1
12/6/2012	12/7/2012	JV2012-130 Petition 2012-1	State of Arizona	Bobbi Jo Hellberg	Unserved	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	618 N Ponderosa Circle Payson, AZ 85541		$0.00			1
12/6/2012	12/7/2012	JV2012-00131 Petition 2012-1	State of Arizona	Nicole Marie Ray	Nicole Marie Ray	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	Nicole Marie Ray	190 Cornerstone Way #1 Star Valley, AZ 85541	304 S Meadow Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	JV2012-00131 Petition 2012-1	State of Arizona	Sherry Ray	Sherry Ray	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	Nicole Marie Ray	190 Cornerstone Way, #1 Star Valley, AZ 85541	190 Cornerstone Way, #1 Star Valley, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012TR015038	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Robert Kobetsky	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

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12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/6/2012	12/7/2012	2012TR012520	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Charles Mattson	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012TR002697	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Preston Wilkening	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012-326	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Shannon Lee Chambers	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012-326	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Shannon Lee Chambers	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012-326	State of Arizona	Payson Police Department, Chief Don Engler	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Shannon Lee Chambers	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/6/2012	12/7/2012	2012-326	State of Arizona	Payson Police Department, Detective Les Barr	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Shannon Lee Chambers	PAYSON POLICE DEPARTMENT 303 N. BEELINE HIGHWAY PAYSON, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/10/2012	12/21/2012	2012CR000597	State of Arizona	Susan Evans	Susan Evans	$0.00		Payson Justice Court	0
		Summons & Complaint	Susan Evans	86 Roundup Way Payson, AZ 85541	3758 E Hwy 260 Star Valley, AZ 85541	$0.00			3
12/10/2012	12/24/2012	2012CR000600	State of Arizona	Gary Coppernoll	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Gary Coppernoll	198 E. Rainbow Drive Star Valley, AZ 85541		$0.00			5
12/10/2012	12/11/2012	2012TR002899	State of Arizona	Jake Staab	Jake Staab	$0.00		Payson Justice Court	0
		Summons & Complaint	Jake Staab	483 N Sleepy Hollow Drive Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/10/2012	12/10/2012	2012TR002900	State of Arizona	Tyler Lee Oesterreich	Tyler Lee Oesterreich	$0.00		Payson Justice Court	0
		Summons & Complaint	Tyler Lee Oesterreich	402 E. Chateau Circle Payson, AZ 85541	402 E. Chateau Circle Payson, AZ 85541	$0.00			2
12/10/2012	12/10/2012	2012CR000602	State of Arizona	Monica Paredes	Monica Paredes	$0.00		Payson Justice Court	0
		Summons & Complaint	Monica Paredes	16557 N Hwy 87 sp 13 Payson, AZ 85541	Rye Trailer RV Park #12 Rye, AZ 85541	$0.00			1
12/10/2012	12/12/2012	2012TR012497	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena Trial Reset	Stanley Pierce	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/10/2012	12/12/2012	JV2012-134 Petition 2012-1	State of Arizona	Maura Mastin, grandmother Robert Mastin, grandfather	Chad Mastin	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	2005 North Murchison Circle Payson, AZ 85541	2005 North Murchison Circle Payson, AZ 85541	$0.00			1

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12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/10/2012	12/12/2012	JV2009-078 Petition 2012-2	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	117 W. Cedar Lane Payson, AZ 85541	304 S Clark Apt 10 Payson, AZ 85541	$0.00			1
12/10/2012	12/12/2012	JV2009-078 Petition 2012-2	State of Arizona	Amanda Baroncini	Amanda Baroncini	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	117 W. Cedar Lane Payson, AZ 85541	117 W. Cedar Lane Payson, AZ 85541	$0.00			1
12/10/2012	12/12/2012	JV2008-109 Petition 2012-1	State of Arizona	Joanna Plues	Joanna Plues	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	121 E Cedar Payson, AZ 85541	121 E Cedar Payson, AZ 85541	$0.00			1
12/11/2012	12/14/2012	2012CR000603	State of Arizona	Katelyn Evans	Katelyn Evans	$0.00		Payson Justice Court	0
		Summons & Complaint	Katelyn Evans	614 S Joy Drive Payson, AZ 85541	614 S Joy Drive Payson, AZ 85541	$0.00			3
12/11/2012	12/14/2012	2012CR12281	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ryan Calvin Cheatham	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/11/2012	12/14/2012	2012CR12281	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ryan Calvin Cheatham	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/11/2012	12/17/2012	2012CR12281	State of Arizona	Bryant David Hendley, II	Bryant David Hendley, II	$0.00		Payson Magistrate Court	0
		Subpoena	Ryan Calvin Cheatham	806 West Frontier Street Payson, AZ 85541	101 S Beeline Hwy Payson, AZ 85541	$0.00			2
12/11/2012	12/17/2012	2012CR12281	State of Arizona	Carrie Ann Ingram	Carrie Ann Ingram	$0.00		Payson Magistrate Court	0
		Subpoena	Ryan Calvin Cheatham	507 West Arabian Way Payson, AZ 85541	507 West Arabian Way Payson, AZ 85541	$0.00			1
12/11/2012	12/21/2012	2012CR12281	State of Arizona	Laci Danielle Franks	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Ryan Calvin Cheatham	190 Cornerstone Way #26 Star Valley, AZ 85541		$0.00			5
12/11/2012	12/11/2012	2012CV000893	Judith Marie Burger	Thomas Quinton Sparks	Thomas Quinton Sparks	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Thomas Quinton Sparks	Payson Campground 808 E. Highway 260, #5 Payson, AZ 85541	255379 E Hwy 260 #22 Payson, AZ 85541	$0.00			2
12/11/2012	12/11/2012	2012CV000896	Jennifer Michael	Patrick Neil Mathews	Patrick Neil Mathews	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Patrick Neil Mathews	1001 N Monarch Street Payson, AZ 85541	1001 N Monarch Street Payson, AZ 85541	$0.00			1
12/12/2012	12/12/2012	53235	Rachel L Estrada	Ronald Estrada	Unserved	$0.00		Family Court of the State of New York County of Dutchess	0
		Summons	Ronald Estrada	300 W Frontier Street Apt 20 Payson, AZ 85541		$0.00			2
12/13/2012	12/14/2012	2012CR452	State of Arizona	Barbara A Strong	Barbara A Strong	$0.00		Payson Magistrate Court	0
		Subpoena	Donald Lawrence Warren	4230 North Highway 87 #7 Pine, AZ 85544	8143 W Fossil Creek Rd Strawberry, AZ 85544	$0.00			1
12/14/2012	12/14/2012	2012-306	State of Arizona	Shelly Camden aka Wiles	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Randy Alan Zimmer, Sr.	6526 Randall Place Pine, AZ 85544		$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/14/2012	12/14/2012	2012-009	State of Arizona	Department of Public Safety, Sgt. Dave Brevick	DPS Clipboard - Payson	$0.00		Superior Court Gila County	0
		Subpoena	David Eric Mikulak	201 N Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012-009	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	David Eric Mikulak	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012-009	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	David Eric Mikulak	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012-009	State of Arizona	Payson Police Department, SGT. D. Faust	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	David Eric Mikulak	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012-009	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	David Eric Mikulak	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012TR12444	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Lorie Ann Gibson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012TR12444	State of Arizona	Payson Police Department, Detective M. Van Camp	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Lorie Ann Gibson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012TR12444	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Lorie Ann Gibson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2012	12/14/2012	2012TR12444	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Lorie Ann Gibson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012CV000899	Jessica Thompson	Clinton Lee Ulmer	Clinton Lee Ulmer	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Clinton Lee Ulmer	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012CR000613	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	William Sweatt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012CR000613	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	William Sweatt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012TR12143	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Natalie Michelle James	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/17/2012	12/17/2012	2012TR12143	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Natalie Michelle James	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012TR12143	State of Arizona	Sadie Beth Wilson	Sadie Beth Wilson	$0.00		Payson Magistrate Court	0
		Subpoena	Natalie Michelle James	68 Sky Run Lane Star Valley, AZ 85541	68 Sky Run Lane Star Valley, AZ 85541	$0.00			1
12/17/2012	12/17/2012	2012TR12143	State of Arizona	Ryan Nathan Wilcox	Ryan Nathan Wilcox	$0.00		Payson Magistrate Court	0
		Subpoena	Natalie Michelle James	815 W Payson Parkway Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			3
12/17/2012	12/19/2012	2012TR012525	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Steven Matheis	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012TR002996	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Regina Channell	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012TR002831	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Blake Iverson	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012TR002789	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Thomas Burns	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012TR12143	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Natalie Michelle James	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	Charles Ayon	Charles Ayon	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	4230 N Hwy 87 Space 3 Pine, AZ 85544	4230 N Hwy 87 Space 3 Pine, AZ 85544	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	Gila County Sheriff's Posse, John Jones	Gila County Sheriff's Posse, John Jones	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	3075 Neal Drive Payson, AZ 85541	300 N Beeline Hwy Payson, AZ 85541	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	Pine Strawberry Fire Dept, Phil Paine	PSFD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	6198 W Hardscrabble Mesa Road Pine, AZ 85544	6198 W Hardscrabble Mesa Road Pine, AZ 85544	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/17/2012	12/19/2012	2012-195	State of Arizona	Pine Strawberry Fire Dept, Hunter Scott	PSFD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	6198 W Hardscrabble Mesa Road Pine, AZ 85544	6198 W Hardscrabble Mesa Road Pine, AZ 85544	$0.00			1
12/17/2012	12/19/2012	2012-195	State of Arizona	Pine Strawberry Fire Dept, Coty Chester	PSFD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	6198 W Hardscrabble Mesa Road Pine, AZ 85544	6198 W Hardscrabble Mesa Road Pine, AZ 85544	$0.00			1
12/17/2012	1/2/2013	2012-195	State of Arizona	Denise McDermott	Denise McDermott	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	3355 N Southard Drive Pine, AZ 85544	3355 N Southard Drive Pine, AZ 85544	$0.00			3
12/17/2012	12/19/2012	2012-195	State of Arizona	Dawn Boardman	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Eugene Wullkotte	3788 Navajo Drive Pine, AZ 85544		$0.00			3
12/18/2012	12/26/2012	2012-00497	State of Arizona	Nicole Bissell	Nicole Bissell	$0.00		Superior Court Gila County	0
		Summons	Nicole Bissell	200 W Pecan Payson, AZ 85541	401 S Beeline Hwy Payson, AZ 85541	$0.00			6
12/19/2012	12/19/2012	2012CV000905	Jacqui Jeffrey	Wesley Daniel Webb	Wesley Daniel Webb	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wesley Daniel Webb	8030 Gunsight Ridge Mesa Del Payson, AZ 85541	8030 Gunsight Ridge Mesa Del Payson, AZ 85541	$0.00			1
12/21/2012	12/21/2012	2012TR002977	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Albert Vaksengisser	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	$0.00			1
12/21/2012	12/21/2012	2012CV000906	Jenifer Miller	Marty D Miller	Marty D Miller	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Marty D Miller	308 S Clark Rd #1 Payson, AZ 85541	1103 S Beeline Hwy Payson, AZ 85541	$0.00			1
12/26/2012	12/26/2012	2012CV000907	Dwayne Flora	Rebecca McClomons Flora	Rebecca McClomons Flora	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Rebecca McClomons Flora	424 S Beeline Hwy Payson, AZ 85541	424 S Beeline Hwy Payson, AZ 85541	$0.00			1
12/26/2012	12/27/2012	2012CV000908	Catherine Martinez	Aaron K. McCown	Aaron K. McCown	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Aaron K. McCown	801 E Frontier St #7 Payson, AZ 85541	312 S Beeline Hwy Payson, AZ 85541	$0.00			3
12/28/2012	12/28/2012	CR2012-0026	State of Arizona, et al	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Dwayne Wallace Amick, parent	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/28/2012	12/28/2012	CR2012-0026	State of Arizona, et al	Kayshe Amick	Unserved	$0.00		Gila County Superior Court	0
		Subpoena	Dwayne Wallace Amick, parent	1007 S Ash St. Payson, AZ 85541		$0.00			1
12/28/2012	12/28/2012	CR2012-0026	State of Arizona, et al	PPD, Officer McDonough	PPD Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Dwayne Wallace Amick, parent	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2012 TO 12/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/28/2012	12/28/2012	2012CV000909	Susan Green	Nicholas Rose	Nicholas Rose	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Nicholas Rose	1304 Red Baron Payson, AZ 85541	1304 Red Baron Payson, AZ 85541	$0.00			1

MILEAGE FOR THE MONTH December 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
12/3			48	
12/4	22			
12/5	37		44	
12/6	41			
12/7	43		77	
12/10	44		153	
10/11	72			
12/12	175		106	
12/13	198			
12/14	43		104	
12/17	30		88	
12/18	72			
12/19	55		64	
12/20	16			
12/21	36		66	
12/24	15		5	
12/25				
12/26	33		57	
12/27	46			
12/28	76		60	
12/31	54		5	
DAYS	**1108**		**877**	

Total Miles Driven By The Constable's Office **1985** **December 2012**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 1/2/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards & Treasurers Board - Writ Fees Collected

Account Code	Revenue Description	Amount
T91602061	CESTB - Writ fee collected for December 2012	5 00
	1 @ 5.00	
	Ck # 2310	
		5 00

Authorized Signature 2310 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98353

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2310
91-527/1221 6128
0703680454

DATE 1/2/13

PAY TO THE ORDER OF Gila County Treasurer $ 5.00

Five dollars & No/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ fees collected - Dec 2310

⑈000002310⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 1/2/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees collected - December 2012

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service fees collected	440	34
X1005-01-32400-4614	12/1/12 thru 12/31/12		
		440	34

Authorized Signature _____ Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98355

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2312
91-527/1221 6128
0703680454

DATE 1/2/13

PAY TO THE ORDER OF Gila County Treasurer $ 440 34

Four hundred forty dollars $ 34/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service Fees collected - Dec

MP

⑈000002312⑈ ⑆122105278⑆ 0703680454⑈

ARF-1613 **4- M**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Globe Regional Constable's Office Monthly Report for November 2012

Submitted For: Kimberly Rust

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe

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Information

Subject

Globe Regional Constable's Monthly Report for November 2012

Suggested Motion

Approval of the November 2012 monthly activity report submitted by the Globe Regional Constable's Office

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Attachments

Globe Regional Constable Office Report 11/2012

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 12-6-12

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Accounts FUND # _____

REMITTING AGENCY Globe Regional Constable #321

BILLING PERIOD November 2012

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1915- -2061	2606	CESTR writ fee	5 00
1005.321.3405 80	2606	Service Fees	83 00
	1459992 1404		38 00
	4711		64 00
	1122		40 00
	5205		64 00
	1217		40 00
	201215 809295		48 00
	1565		61 00
			463 00

Preparer Signature: Kimberly Rust Title Clerk

Approved Signature: Jesse [signature] Title Constable

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	$463.00
Total	$463.00

TREASURER By [signature] Date 12-6-12

ORIGINATING OFFICE

119097

Gila County Constable's Office
Jesse E. Bolinger, Constable
1400 East Ash Street
Globe, AZ 85501
Voice: (928) 402 8759
Fax: (928) 425 8386

Date: December 13, 2012

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of November 2012, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: 48
TOTAL MILES FOR MONTH 667

Globe Constable assisted/other: Bailiff in	**0**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
The Globe Constable collected	**$437.00**	fees for the month
Warrant letters mailed	**59**	

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 12/13/2012

MONEY RECEIVED REPORT - by DATE

11/1/2012 TO 11/30/2012

Transaction Type	Count	Total
Check	6	$304.00
Money Order	3	$133.00
Total Payments	9	$437.00

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2012 TO 11/30/2012

Number of Cases	Description
1	Amended Complaint (Fee)
1	Divorce Without Children (Fee)
5	Summons & Complaint (Fee)
3	Summons & Complaint-Forcible Detainer (Fee)
2	Summons Forcible Detainer (Fee)
1	WRIT OF GARNISHMENT (Fee)
1	Injunction Against Harassment
1	Injunction Against Workplace Harassment
5	Minute Entry
1	Notice Of Hearing Prior To Injunction Against Harassment
4	Notice To Appear; Petition
3	Order Of Protection
3	Subpoena
1	Summons
3	Summons & Complaint

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2012 TO 11/30/2012

Number of Cases	Description
13	Trial Subpoena

Total Number of Fee Services	13
Total Number of Non Fee Services	35
Total Number of Services	48

GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2012 TO 11/30/2012

Date: 12/13/2012
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/5/2012	11/6/2012	J0403CV2012-526	Carol McNair	William Weaver	Posted & Certified Mailed	$24.00		Globe Justice Court	3
		Summons Forcible Detainer	William Weaver	6435 E Huie #1 Globe, AZ 85501 (Home)	6435 E Huie St #1 Globe, AZ 85501 (Home)	$0.00			1
11/6/2012	11/14/2012	J0403CV2012-508	Portfolio Recovery Associates LLC	Christopher & John/Jane Doe Mooney	Christopher & Ramona Mooney	$64.00	4711	Globe Justice Court	4
		Summons & Complaint	Christopher & John/Jane Doe Mooney	269 S Sutherland Globe, AZ 85501 (Home)	269 So Sutherland St Globe, AZ 85501 (Home)	$64.00			1
11/8/2012	11/16/2012	FN2012-070690	Anthony Lopez	Tina Marie Lopez	Tina Marie Lopez	$48.00		Maricopa County Superior Court	20
		Divorce Without Children	Tina Marie Lopez		Calle De Loma & Rail Road Ave Claypool, AZ 85532 (Other)	$0.00			4
11/9/2012	11/9/2012	CV2012000274	Darcia Bender	County Attorney	Gila County Attorney's Office, Bryan Chambers	$24.00	14-599921404	Gila County Superior Court	0
		Amended Complaint	Gila County Sheriff's Office	1400 E Ash St Globe, Az 85501 (Work)	1400 E Ash St Globe, AZ 85501 (Work)	$24.00			1
11/13/2012	11/14/2012	J0403CV2012-000539	Steve Schell	Tabitha Sneezy	Tabitha Sneezy	$48.00	1122	Globe Justice Court	5
		Summons & Complaint-Forcible Detainer	Tabitha Sneezy	8958 Six Shooter Canyon Rd No 71 Globe, AZ 85501 (Home)	8958 Six Shooter Canyon Rd No 71 Globe, AZ 85501 (Home)	$40.00			1
11/13/2012	11/14/2012	J0403CV2012-000540	John & Jimmie Williams	Chandra Portho & Christopher Williams	Posted Notice	$48.00	2606	Globe Justice Court	2
		Summons & Complaint-Forcible Detainer	Chandra Portho & Christopher Williams	5482 Golden Hill Rd Globe, AZ 85501 (Home)	5482 Golden Hill Rd Globe, AZ 85501 (Home)	$48.00			1
11/13/2012	11/14/2012	J0403CV2012-000542	Roger Downen	James Roberts & Chelsy Neilson	James Roberts	$48.00	2606	Globe Justice Court	2
		Summons & Complaint-Forcible Detainer	James Roberts & Chelsy Neilson	400 E Sycamore St No 2 Globe, AZ 85501 (Home)	400 E Sycamore St Apt 2 Globe, AZ 85501 (Home)	$48.00			1
11/13/2012	11/14/2012	J0403CV2012-000518	Portfolio Recovery Associates LLC	Domie D Mandicino & John/Jane Doe Mandicino (If Married)	Domie D Mandicino	$64.00	5205	Globe Justice Court	5
		Summons & Complaint	Domie D Mandicino & John/Jane Doe Mandicino (If Married)	8102 E Hazen Rd Globe, AZ 85501 (Home)	8102 E Hazen Rd Globe, AZ 85501 (Home)	$64.00			2

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/15/2012	11/15/2012	J0403CV2012-543	Carl Carpenter	Johnny Reynosa & all occupants	Johnny Reynosa	$48.00	204245809295	Globe Justice Court	8
		Summons Forcible Detainer	Johnny Reynosa & all occupants	1117/1109 Sullivan St Miami, AZ 85539 (Home)	Chalo's Restraunt Miami, AZ 85539 (Work)	$48.00			1
11/26/2012	11/26/2012	J0403CV2012-485	Joshua Perri	Pizza Hut	Mike Romero	$61.00	1565	Globe Justice Court	2
		WRIT OF GARNISHMENT	Kimberly Raynee Ramirez	1497 E Ash St Globe, AZ 85501 (Home)	c/o Pizza Hut 1497 E Ash St Globe, AZ 85501 (Home)	$61.00			1
11/27/2012	11/28/2012	J0403CV2012-557	Carrie Endicott	Mitch Capps	Mitch Capps	$40.00	1217	Globe Justice Court	4
		Summons & Complaint	Mitch Capps	959 N Haskins Terr Globe, AZ 85501 (Home)	959 N Haskins Terr Globe, AZ 85501 (Home)	$40.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date: 12/13/2012
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/6/2012	11/6/2012	0403CV2012-529	[redacted]	Mark Anthony Amado	Mark Anthony Amado	$0.00		Globe Justice Court	14
		Order Of Protection	Mark Anthony Amado	5916 S New St Miami, Az 85539 (Home)	6125 Calle De Loma Miami, Az 85539 (Home)	$0.00			3
11/7/2012	11/7/2012	J0403TR2012-1141	State of Arizona	Justin Lawrence	Justin Lawrence	$0.00		Globe Justice Court	5
		Minute Entry	Mansoor Aslam Sheikh	Tri City Ambulance Claypool, AZ 85532 (Work)	Tri City Ambulance Claypool, AZ 85532 (Work)	$0.00			1
11/7/2012	11/9/2012	J0403TR2012-1141	State of Arizona	Matthew Polkabla	Matthew Polkabla	$0.00		Globe Justice Court	5
		Minute Entry	Mansoor Aslam Sheikh	Tri City Ambulance Claypool, AZ 85532 (Work)	Pinal Canyon Rd & Hermosa Vista Rd Globe, AZ 85501 (Other)	$0.00			1
11/7/2012	11/7/2012	J0403TR2012-3082	State of Arizona	L Anthony	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Michael R Donovan	DPS Globe, AZ 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
11/7/2012	11/9/2012	J0403CV2012-533	Danny Long	Robert Gregg	Robert Gregg	$0.00		Globe Justice Court	1
		Notice Of Hearing Prior To Injunction Against Harassment	Robert Gregg	Top of Grandview Dr Globe, AZ 85501 (Home)	Heritage Health Car Center 1300 E South St Globe, AZ 85501 (Work)	$0.00			1
11/9/2012	11/9/2012	J0403TR2012-3199	State of Arizona	Officer J. Fane	Officer J. Fane	$0.00		Globe Justice Court	1
		Subpoena	Debra Tidwell	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1
11/9/2012	11/19/2012	J0403CR2012-501	State of Arizona	K Fane	Kristina Knox	$0.00		Globe Justice Court	1
		Trial Subpoena	Jody Murphy	GPD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
11/15/2012	11/16/2012	J0403CV2012-000202	Cavalry SPV I, LLC	William Willis	William Willis	$0.00		Globe Justice Court	3
		Minute Entry	William Willis	8647 So Sharps Rd Globe, AZ 85501 (Home)	8647 So Sharps Rd Globe, AZ 85501 (Home)	$0.00			1
11/15/2012	11/15/2012	J0403CR2012-000743	State of Arizona	Cynthia S Brown	Cynthia S Brown	$0.00		Globe Justice Court	33
		Summons & Complaint	Cynthia S Brown	3793 So Cooley Ranch Rd Winkelman, AZ 85192 (Home)	3793 So Cooley Ranch Rd Winkelman, AZ 85192 (Home)	$0.00			1
11/15/2012	11/15/2012	J0403CV2012-000547	Gina Odell	Carl Teague	Carl Teague	$0.00		Globe Justice Court	5
		Injunction Against Workplace Harassment	Carl Teague	5824 Russell Rd Globe, Az 85501 (Home)	Quality Tire North Broad St Globe, AZ 85501 (Other)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/15/2012	11/15/2012	J0403CR2012-000546	Brieann Van Meter	Steve Dale Van Meter	Steve Dale Van Meter	$0.00		Globe Justice Court	2
		Injunction Against Harassment	Steve Dale Van Meter	7999 So Pinal View Dr No 7 Globe, AZ 85501 (Home)	Tri City Furniture 751 No Broad St Globe, AZ 85501 (Work)	$0.00			1
11/16/2012	11/19/2012	JV2012-00126	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
11/16/2012	11/16/2012	JV2012-00126	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
11/18/2012	11/19/2012	CR2012-00449	State of Arizona	Joseph Raymond Ramirez	Unserved	$48.00		Gila County Superior Court	7
		Summons	Joseph Raymond Ramirez	19 Davis Canyon Miami, AZ 85539 (Home)		$0.00			4
11/19/2012	11/20/2012	J0403CR2012-501	State of Arizona	Adam-Michael Seth Davis	Adam-Michael Seth Davis	$0.00		Globe Justice Court	1
		Trial Subpoena	Jody Murphy	100 South Ragus Rd Globe, AZ 85501 (Home)	100 South Ragus Rd Globe, AZ 85501 (Home)	$0.00			1
11/20/2012	11/28/2012	J0403CV2012-317	Equitable Ascent Financial LLC	Jullie Mercer	Jullie Mercer	$0.00		Globe Justice Court	3
		Minute Entry	Jullie Mercer	1524 Country Lane Miami, AZ 85539 (Home)	1524 Country Lane Miami, AZ 85539 (Home)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-609	State of Arizona	Scottie Harris	Scottie Harris	$0.00		Globe Justice Court	3
		Trial Subpoena	Keenan Goree	4 Star MHP Space 11 Globe, AZ 85501 (Home)	4 Star MHP Space 11 Globe, AZ 85501 (Home)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-609	State of Arizona	Ashley Harris	Ashley Harris	$0.00		Globe Justice Court	3
		Trial Subpoena	Keenan Goree	4 Star MHP Space 11 Globe, AZ 85501 (Home)	4 Star MHP Space 11 Globe, AZ 85501 (Home)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-609	State of Arizona	T Baxley	Nancy Neumann	$0.00		Globe Justice Court	1
		Trial Subpoena	Keenan Goree	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-609	State of Arizona	Deputy C Bender	Nancy Neumann	$0.00		Globe Justice Court	1
		Trial Subpoena	Keenan Goree	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
11/26/2012	12/26/2012	J0403CR2012-651	State of Arizona	Officer Medina	Myrna Flores	$0.00		Globe Justice Court	7
		Trial Subpoena	Sharry Lynn Brauer	MPD 740 W Sullivan St Miami, AZ 85539 (Work)	Miami PD 804 Sullivan St Miami, Az 85539 (Work)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-609	State of Arizona	Deputy Campbell	Nancy Neumann	$0.00		Globe Justice Court	1
		Trial Subpoena	Keenan Goree	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
11/26/2012	11/26/2012	J0403CR2012-651	State of Arizona	S Shaw	Myrna Flores	$0.00		Globe Justice Court	7
		Trial Subpoena	Sharry Lynn Brauer	MPD 740 W Sullivan St Miami, AZ 85539 (Work (New))	Miami PD 804 Sullivan St Miami, Az 85539 (Work)	$0.00			1
11/26/2012	11/27/2012	J0403CR2012-651	State of Arizona	Jessica Fuentes	Jessica Fuentes	$0.00		Globe Justice Court	7
		Trial Subpoena	Sharry Lynn Brauer	168 S Cedar Miami, AZ 85539 (Home)	168 S Cedar Miami, AZ 85539 (Home)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2012 TO 11/30/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/26/2012	11/22/2012	J0403CR2012-651	State of Arizona	Cynthia Fuentes	Cynthia Fuentes	$0.00		Globe Justice Court	7
		Trial Subpoena	Sharry Lynn Brauer	168 So Cedar Ave Miami, AZ 85539 (Home)	168 So Cedar Ave Miami, AZ 85539 (Home)	$0.00			1
11/26/2012	11/26/2012	J0403CV2012-554	[redacted]	Richard Weire	Unserved	$0.00		Globe Justice Court	3
		Order Of Protection	Richard Weire	2033 S Patricia Dr Globe, AZ 85501 (Home)		$0.00			0
11/26/2012	11/26/2012	J0403CV2012-222	Capitol One Bank	Christopher Bender	Christopher Bender	$0.00		Globe Justice Court	3
		Minute Entry	Christopher Bender	5354 Washburn St Globe, AZ 85501 (Home)	5354 Washburn St Globe, AZ 85501 (Home)	$0.00			1
11/26/2012	11/26/2012	J0403TR2012-2575	State of Arizona	S Skaggs	M Hart	$0.00		Globe Justice Court	1
		Subpoena	Dusti L Stauffer	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	$0.00			1
11/27/2012	11/30/2012	J0403CR2012-447	State of Arizona	Jerry Yniguez	Jerry Yniguez	$0.00		Globe Justice Court	28
		Trial Subpoena	James Harris	741 West paxton Miami, AZ 85539 (Home)	741 West paxton Miami, AZ 85539 (Home)	$0.00			5
11/27/2012	11/30/2012	J0403CR2012-447	State of Arizona	Amber Yniguez	Amber Yniguez	$0.00		Globe Justice Court	28
		Trial Subpoena	James Harris	741 W Paxton Miami, AZ 85539 (Home)	741 W Paxton Miami, AZ 85539 (Home)	$0.00			5
11/28/2012	12/3/2012	CR2012-00415	State of Arizona	Vance T Mata	Unserved	$0.00		Gila County Superior Court	5
		Summons & Complaint	Vance T Mata	464 S 4th St Globe, AZ 85501 (Home)		$0.00			5
11/29/2012	12/3/2012	J0403CR2012-773	State of Arizona	Jeffrey Horlacher	Jeffrey Horlacher	$0.00		Globe Justice Court	3
		Summons & Complaint	Jeffrey Horlacher	5503 Rattlesnake Globe, AZ 85501 (Home)	McDonald's Parking Lot Globe, AZ 85501 (Other)	$0.00			3
11/29/2012	11/29/2012	J0403CV2012-569	[redacted]	Walter Munyan	Walter Munyan	$0.00		Globe Justice Court	0
		Order Of Protection	Walter Munyan	4438 E Locomotive Claypool, AZ 85532 (Home)	1400 E Ash St Globe, AZ 85501 (Globe Justice Court)	$0.00			1
11/29/2012	11/30/2012	JV2012-00128	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	2
		Notice To Appear; Petition	[redacted]			$0.00			2
11/29/2012	11/30/2012	JV2012-00128	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	2
		Notice To Appear; Petition	[redacted]			$0.00			2

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

TOTAL WARRANTS SERVED REPORT

11/1/2012 TO 11/30/2012

Case Number	Individual
J0403TR2008--004456	Michelle Reveles
J0403CR2012-000341	Glenn Sims
J0403CR2005-000262	Wheeler Alexander Bond
J0403CR2003-000865	Robert O Clevenger
J0403CR2003-000520	Robert O Clevenger
J0403CR2012-000278	Richard Gomez Olvera Falquez
J0403CR2012-000163	Joanne Harney
J0403TR2005-002084	Ernest Frederick Madrid
J0403CR2008-000830	Darlene Gallegos
J0403CR2009-000210	Darlene Gallegos
J0403CR2009-000661	Darlene Gallegos
J0403CR2009-001066	Darlene Gallegos
J0403CR2008-000626	Darlene Gallegos
J0403TR2009-004936	Steven Brad Petty
J0403CR2012-000193	Coran Allen Pewo
J0403CR2012-000479	Jerry Logan

TOTAL WARRANTS SERVED REPORT

11/1/2012 TO 11/30/2012

Case Number	Individual	Total Cost
J0403TR2003-000453	Nicole Marie Morgan	
J0403CR2012-000170	Chandra R Porto	
J0403CR2012-000066	Chandra R Porto	
J0403CR-0009901611	Patrick Jason Martinez	
J0403CR2011-000719	Joshua Robert Mendoza	
J0403CR2011-000820	Vernon Wesley Hurst	
J0403TR2011-003015	James Michael Tower	
J0403CR2011-000600	Ashkeya Vallejos	
J0403TR2011-001612	KC Sharon Randall	
J0403CR2012-000391	Andrew Samuel Angle	
J0403TR2008-004723	Joshua McKane Dominice	
J0403CR2012-000148	Marvin Anderson	
M0441TR2007-007164	Marla Sue Chase-Mahaffey	
J0401CR0097-000375	Scott Thompson	
J0403TR0098-000331	Scott Thompson	
J0403CR2011-000833	Ramon Gonzales	
J0403CR2010-000667	Schylure Heydorn	
J0403TR00099-03790	Dale Marvin Kessay, Sr	
J0403CR2011-000085	Nathan Gene Harper	
M0441CR2008-007063	Nathan Gene Harper	
M0441CR2008-007097	Nathan Gene Harper	
M0441CR2008-007068	Nathan Gene Harper	
J0403CR2004-000399	Robert E Perry	
J0403CR2012-000248	Chante Marie Sexton	

TOTAL WARRANTS SERVED REPORT

11/1/2012 TO 11/30/2012

Case Number	Individual	Total Cost
J0403CR2001-001388	Larry L Rhodes	
J0403CR2003-001175	Larry L Rhodes	
J0403CR2007-001154	Larry L Rhodes	
J0403CR2005-001005	Larry L Rhodes	
J0403CR2008-000539	Violet K Shanahan	
J0403CR00099-01813	Violet K Shanahan	
J0403CR2012-000042	Violet K Shanahan	
J0403TR2011-003784	Violet K Shanahan	
J0403TR2000-004236	Violet K Shanahan	
J0403CR2006-000321	Daniel R Bond	
J0403CR2012-000504	Daniel R Bond	
J0403CR2011-000869	Derrick Johnson	
J0403CR2012-000039	Thomas A Woods	
J0403CR2001-000436	Larry Jr Mallow	
J0403CR2005-000878	Larry Jr Mallow	
J0403CR-0009900140	Patrick Jason Martinez	
J0403CR2012-000247	Sierra Flores	
J0403CR2007-000121	Jesse Pete Flores	
J0403CR2007-000827	Daniel Kyle	

Total Warrants: 59

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 12/13/2012

QUASHED WARRANT REPORT

11/1/2012 TO 11/30/2012

Case Number	Individual
J0403TR2011-003312	Edward Arthur Beall
J0403CR2012-000185	Cody Enfield
J0403TR2012--000155	Ramon A Abreu
J0403TR2010-006034	Steven Palmer Hardy
J0403CR2012-00173	Ashley Michelle Frantom
J0403CR2009-000943	Tammy Zaragoza
J0403TR2009-004384	Andrew Ryan Ortiz
J0403CR2008-000123	Andrew Ryan Ortiz
J0403CR2010-000378	Latisha Stover
J0403CR2012-000474	Erik Robert Gonzales
J0403CR2012-000066	Chandra R Porto
J0403CR2012-000170	Chandra R Porto
J0403CR2011-000719	Joshua Robert Mendoza
J0403CR2007-000121	Jesse Pete Flores
J0403CR2011-000820	Vernon Wesley Hurst
J0403CR2011-000869	Derrick Johnson

QUASHED WARRANT REPORT

6/1/2008 TO EndDate

Case Number	Individual	Total Cost
J0403CR2003-000947	Charlotte Martinez	

Total Quashed: 17

ARF-1617 **4- N**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Clerk of the Superior Court's Monthly Report for November 2012

Submitted For: Anita Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Monthly Report for November 2012.

Suggested Motion

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

Attachments

Clerk of Court Nov 2012 Report

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

NOVEMBER 2012

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

Report generated on : 12/11/2012 9:36:33 AM

Criteria : From Date : 11/1/2012 To Date :11/30/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$7839.00		($8703.00)		($864.00)	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$15000.00				$15000.00	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2225.12		$25.40		$2250.52	$112.53
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$3.00		$1.00		$4.00	$0.20
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$24.00		$8.00		$32.00	$1.60
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$230.00				$230.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$50.76		$0.58		$51.34	$2.57
		ZATT	ATTORNEY FEE REIMBURSEMENT	$1095.00				$1095.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$465.00				$465.00	$23.25
		ZFEE	BASE FEES (GENERAL FUND)	$4773.70		$53.29		$4826.99	$241.35
		ZFINE	BASE FINES	$4806.80		$155.24		$4962.04	$248.10

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZCIEF	CHILDREN ISSUES EDUC FUND	$372.42		($11.28)		$361.14	$18.06
		ZCEF	CLEAN ELECTIONS FUND	$471.94		$137.83		$609.77	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$23.75				$23.75	$1.19
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$1.25				$1.25	$0.06
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$36.74		$0.43		$37.17	$1.86
		ZJDET	COUNTY JUV DETENTION	$21.75				$21.75	$1.09
		ZCLLF	COUNTY LAW LIBRARY FUND	$2225.07		$25.40		$2250.47	$112.52
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$2293.71		$647.78		$2941.49	$147.07
		ZDNAS	DNA STATE SURCHARGE	$293.73		$96.47		$390.20	$19.51
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1133.57		$22.43		$1156.00	$57.80
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$280.40		$3.20		$283.60	$14.18
		ZDREF	DOMESTIC RELATIONS EDUCATION	$165.00				$165.00	$8.25
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1315.14		$14.72		$1329.86	$66.49

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDECJ	DRUG & GANG ENFORCEMENT FINES	$225.61		$64.02		$289.63	$14.48
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$189.95		$2.17		$192.12	$9.61
		ZDCRT	DRUG COURT FEE FUND	$205.80		$70.00		$275.80	$13.79
		ZDUIA	DUI ABATEMENT FUND	$275.00		$275.00		$550.00	$27.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$544.50				$544.50	$27.23
		ZWITN	EXPERT WITNESS FUND	$660.00				$660.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$1036.25		($10.00)		$1026.25	$51.31
		ZEXJU	EXTRA JUV PROBATION ASMNT	$307.68		$87.31		$394.99	$19.75
		ZEXT	EXTRADITION REIMBURSEMENT	$110.16				$110.16	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$330.32		$96.48		$426.80	$21.34
		ZCC	GEN JURIS CONCILIATION COURT	$1406.66				$1406.66	$70.33
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$4536.96		$1092.00		$5628.96	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$756.16		$182.00		$938.16	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2268.49		$546.00		$2814.49	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJF	JAIL (INCARCERATION) FEES	$10.94				$10.94	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1092.56		$12.47		$1105.03	$55.25
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2482.71		$28.34		$2511.05	$125.55
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$103.60		$28.00		$131.60	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$192.40		$52.00		$244.40	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$10.00		$130.00		$140.00	$7.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$40.00		$520.00		$560.00	$28.00
		ZJS	JUVENILE PROBATION SERV FEES	$875.57		$139.69		$1015.26	$50.76
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$631.55		$179.18		$810.73	$40.54
		ZMISC	MISCELLANEOUS FEES	$46.68				$46.68	$2.33
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$12.00				$12.00	$0.60
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF			$4.00		$4.00	$0.20
		ZPP	PASSPORT APPLICATION FEES	$925.00				$925.00	$46.25

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	$2950.00		$1200.00		$4150.00	$207.50
		ZPRS6	PROB SURCH 2006	$1.46				$1.46	$0.07
		ZPBA	PROBATION FEE ADULT	$9346.73		$390.00		$9736.73	$486.84
		ZPRSU	PROBATION SURCHARGE ($5.00)	$0.10				$0.10	$0.01
		ZPUBZ	PUBLIC DEFENDER FEES	$35.00				$35.00	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$910.00				$910.00	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$106.02		$3.85		$109.87	$5.49
		ZSTAT	STATE TREASURER - GENERAL FUND	$1628.56		$35.00		$1663.56	$83.18
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$30.00		$175.00		$205.00	$10.25
		ZGFDU	XTRA DUI ASSMT			$1220.00		$1220.00	$61.00
		ZPRS9	ZPRS9	$162.50		$40.00		$202.50	$10.13
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$44.00				$44.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$60.00				$60.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$13909.67		$960.00		$14869.67	$0.00
			Total:	**$93607.44**		**$0.00**		**$93607.44**	**$2553.97**

Release from hold: +864.00

$94,471.44

LESS SHADED AREAS: - 32,224.19

$62,247.25

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501
http://www.supreme.state.az.us/gilasc/clerk/clerk.html

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of NOVEMBER, 2012.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 13TH day of DECEMBER, 2012.

Vicki S. Aguilar

Deputy

ARF-1629 **4- O**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Recorder's Monthly Report for November 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Monthly Report for November 2012

Suggested Motion

Approval of the November 2012 monthly activity report submitted by the Recorder.

Attachments

Recorder's November 2012 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF November 2012

I, Sadie Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
104723 DEC 24 12

DATE December 14, 2012

CONTRACT #

GRANT #

DEPOSIT TO FUND General fund FUND # 1005/105

REMITTING AGENCY Recorder (120)

BILLING PERIOD November 1 thru November 30, 2012

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005-120-3400-99		Recorders fee's	5788	76
7145-120-3400-99		Recorders Storage	4432	00
7146-120-3400-99		County Mining fee's	2	00
7147-120-3400-99		Computer Services	775	30
			10998	46

Preparer Signature: [signature] Title Sr Recorder Clerk JB

Approved Signature: Sadie Jo [signature] Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	10998.46
Total	10998.46

TREASURER By [signature] Date 12-26-12

TREASURER

120010

Bank Deposit Summary. From 11/1/12 12:00 AM To 11/30/12 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Nov 1, 2012 4:52:46 PM	2707	B	11/01/12 payson	$47.00
Nov 1, 2012 4:57:28 PM	2708	B	GLOBE	$236.00
Nov 2, 2012 8:08:19 AM	2710	B	Globe	$248.00
Nov 2, 2012 4:51:03 PM	2709	B	Payson 11/02/12	$79.00
Nov 5, 2012 4:56:00 PM	2711	B	Payson 11/05/12	$57.00
Nov 5, 2012 4:57:09 PM	2712	B	Globe	$419.80
Nov 6, 2012 4:57:59 PM	2713	B	Globe	$118.00
Nov 6, 2012 5:01:26 PM	2714	B	Payson 11/06/12	$49.00
Nov 7, 2012 4:55:46 PM	2715	B	Globe	$97.00
Nov 8, 2012 4:53:36 PM	2716	B	Globe	$518.50
Nov 8, 2012 4:54:50 PM	2717	B	Payson 11/08/12	$51.00
Nov 9, 2012 4:53:05 PM	2719	B	Globe	$219.00
Nov 9, 2012 4:53:48 PM	2720	B	payson 11/09/2012	$57.00
Nov 13, 2012 4:54:40 PM	2721	B	globe	$656.00
Nov 13, 2012 5:01:39 PM	2722	B	payson 11/13/2012	$82.00
Nov 14, 2012 4:52:37 PM	2723	B	payson 11/14/2012	$18.00
Nov 14, 2012 4:55:48 PM	2724	B	Globe	$54.00
Nov 15, 2012 9:47:43 AM	2727	B	GLOBE CORRECTION	$226.00
Nov 15, 2012 4:51:03 PM	2725	B	payson 11/15/2012	$50.00
Nov 16, 2012 4:53:52 PM	2728	B	Globe	$198.00
Nov 16, 2012 4:54:13 PM	2729	B	payson 11/16/2012	$54.00
Nov 19, 2012 4:54:26 PM	2730	B	GLOBE	$415.00
Nov 19, 2012 4:55:35 PM	2731	B	Payson 11/19/12	$32.00
Nov 20, 2012 4:57:56 PM	2732	B	11/20/12 pAYSON	$42.00
Nov 21, 2012 8:11:37 AM	2735	B	Globe	$505.00
Nov 21, 2012 8:11:49 AM	2733	B	globe	$91.00
Nov 21, 2012 4:55:52 PM	2734	B	Payson 11/21/12	$27.00
Nov 26, 2012 4:53:28 PM	2736	B	Globe	$481.00
Nov 26, 2012 4:53:48 PM	2737	B	Payson 11/26/12	$75.00
Nov 27, 2012 4:53:13 PM	2738	B	payson 11/27/12	$53.00
Nov 27, 2012 4:56:22 PM	2739	B	Globe	$120.00
Nov 28, 2012 4:54:11 PM	2740	B	Globe	$419.00
Nov 28, 2012 4:54:47 PM	2741	B	Payson 11/28/12	$41.00
Nov 29, 2012 4:53:26 PM	2742	B	Globe	$109.00
Nov 29, 2012 4:59:29 PM	2743	B	11/29/12 Payson	$15.00
Nov 30, 2012 4:52:08 PM	2744	B	payson 11/30/2012	$15.00
Nov 30, 2012 4:53:16 PM	2745	B	Globe	$361.00
			Total	$6,335.30

MONTHLY ACTIVITY REPORT - November 2012

	PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
11/1/2012	283.00	525.00	232.00	0.00	0.00	0.00	474.00	757.00
11/2/2012	327.00	563.00	228.00	0.00	0.00	0.00	464.00	791.00
11/5/2012	476.80	446.50	200.00	0.00	64.30	844.00	334.00	710.80
11/6/2012	167.00	388.00	176.00	0.00	0.00	164.00	397.00	564.00
11/7/2012	97.00	203.00	108.00	0.00	0.00	217.00	214.00	311.00
11/8/2012	569.50	556.50	256.00	0.00	0.00	414.00	443.00	812.50
11/9/2012	276.00	660.00	268.00	0.00	0.00	270.00	652.00	928.00
11/13/2012	738.00	927.00	344.00	0.00	0.00	253.00	533.00	1271.00
11/14/2012	72.00	351.00	188.00	0.00	0.00	337.00	467.00	539.00
11/15/2012	276.00	503.00	280.00	0.00	0.00	254.00	507.00	783.00
11/16/2012	252.00	449.00	208.00	0.00	0.00	384.00	405.00	657.00
11/17/2012	447.00	526.00	220.00	0.00	0.00	0.00	299.00	746.00
11/18/2012	133.00	575.00	224.00	0.00	0.00	153.00	666.00	799.00
11/19/2012	532.00	715.00	316.00	0.00	0.00	0.00	499.00	1031.00
11/26/2012	556.00	692.40	304.00	0.00	711.00	832.00	1151.00	1707.40
11/27/2012	173.00	389.00	168.00	0.00	0.00	179.00	384.00	557.00
11/28/2012	460.00	455.00	244.00	0.00	0.00	231.00	239.00	699.00
11/29/2012	124.00	393.00	152.00	10.00	0.00	149.00	431.00	555.00
11/30/2012	376.00	804.00	316.00	0.00	0.00	375.00	844.00	1120.00
TOTAL	6335.30	10121.40	4432.00	10.00	775.30	5056.00	9403.40	15338.70

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$4,721.40	($400.00)	$4,321.40
Cash	Cash/Check	$6,335.30	$0.00	$6,335.30
D-1005-120-01-4612-003	Postage(deferred)	$7.00	($10.00)	($3.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$21.00	($32.00)	($11.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$28.00	($40.00)	($12.00)
ETransfer	Electronic Transfers	$4,656.00	$0.00	$4,656.00
	Total	**$15,768.70**	**($482.00)**	**$15,286.70**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$82.00	($56.00)	$26.00
	Total	**$82.00**	**($56.00)**	**$26.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($368.00)	($368.00)
1005-120-01-4612-002	Certified Seal	$0.00	($48.00)	($48.00)
1005-120-01-4612-003	Postage	$0.00	($734.40)	($734.40)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($252.00)	($252.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($138.00)	($138.00)
1005-120-01-4612-012	Overpayment	$0.00	($118.00)	($118.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($63.00)	($63.00)
1005-120-01-4612-023	Recording Fee	$0.00	($8,184.00)	($8,184.00)
1005-120-01-4612-026	Refunds	$0.00	($57.00)	($57.00)
1005-120-01-4612-027	Fax	$0.00	($90.00)	($90.00)
1005-120-01-4612-029	Search	$0.00	($55.00)	($55.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,420.00)	($4,420.00)
7146-120-01-4612	Mining Fees	$0.00	($2.00)	($2.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($8.00)	($8.00)
7147-120-01-4612-013	Microfiche	$0.00	($3.00)	($3.00)
7147-120-01-4612-018	Voter	$0.00	($61.30)	($61.30)
7147-120-01-4774-031	Miscellaneous	$0.00	($711.00)	($711.00)
eRecording	eRecording	$4,600.00	($4,600.00)	$0.00
	Total	**$4,600.00**	**($19,912.70)**	**($15,312.70)**
	Total	**$20,450.70**	**($20,450.70)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$6,335.30	$0.00	$6,335.30
	Range Total	**$6,335.30**	**$0.00**	**$6,335.30**

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

FY **2012-2013**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180	10,507.62	952.20	11.00	16,650.82
Oct	1,378	5,140	16,655.49	1,286.00	2.00	23,083.49
Nov	1,177	4,432	5,788.76	775.30	2.00	10,998.06
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**6,591**	**25,008**	**68,583.10**	**4,882.75**	**49.00**	**98,522.85**

Fiscal Year All Monies **98,522.85**

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	November 2012			
4						
5	**SECTION I**		**CREDIT**	**DEBIT**	**TOTAL**	EXPLANATION
6	1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$5,056.00		$0.00	
7		**PAID OUT OF SUSPENSE ACCT**		$9,403.40	$4,347.00	
8		**RECORDING FEES**	$10,121.40	$0.00	$0.00	
9		**REFUNDS-EXCESS FEES**	$0.00	$44.00		
10		**INTEREST PD TO ACCT**	$0.76	$0.00		
11		**stale check #4105**	$20.00			
12		**Deposit from IRS**	$32.00	$0.00		
13		**Error from deposit 10/12**	$6.00			
14	**TOTAL 1005 FUNDS**		$15,236.16	$9,447.40	$5,788.76	
15						
16	**SECTION II**					
17		**7145 FUND (RECORDER)**	$4,432.00	$0.00	$4,432.00	
18		**7146 FUND (MINING - 80% STATE TREAS)**	$8.00	$8.00	$8.00	
19		**7146 FUND (MINING - 20% RECORDER)**	$2.00	$0.00	$2.00	
20		**7147 FUND (COMPUTER SVCS)**	$775.30	$0.00	$775.30	
21	TOTAL SEC II FUNDS		$5,217.30	$8.00	$5,217.30	
22						
23	**COMBINED TOTALS - TOTAL FEES COLLECTED**		$20,453.46	$9,455.40	$10,998.06	
24						
25						

House Account Summary

Gila County AZ Recorder

For the Period of 11/01/2012 - 11/30/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($154.00)	$0.00	$0.00	($154.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($503.37)	$46.80	$0.00	($456.57)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($185.00)	$0.00	$0.00	($185.00)
APSR	APS/RECORDINGS	($129.00)	$0.00	$0.00	($129.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($198.00)	$3.00	$0.00	($195.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$8.00	$0.00	($242.00)
AZDOR	ADOR ACCOUNTS PAYABLE	($2,086.00)	$16.00	$0.00	($2,070.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,050.00)	$0.00	$0.00	($2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($107.00)	$27.00	$0.00	($80.00)
ERAY	ERA YOUNG REALTY	($244.20)	$46.80	$0.00	($197.40)
EXCEL	EXCEL DOCUMENT SERVICES	($49.00)	$0.00	$0.00	($49.00)
FARES	First American Corelogic Inc.	($531.40)	$95.00	$0.00	($436.40)
FATM	FIRST AMERICAN MICROFICHE	($2,451.40)	$181.80	$0.00	($2,269.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($584.00)	$0.00	$0.00	($584.00)
FCS,INC	Pacific Corportate & Title Service	($51.00)	$0.00	$0.00	($51.00)
FNDS	LPS APPLIED ANALYTICS	($968.20)	$95.00	$0.00	($873.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$73.50	$10.00	$0.00	$83.50
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	($27.00)	$14.00	($100.00)	($113.00)
Ingeo	Ingeo - eRecording	($446.00)	$789.00	($850.00)	($507.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$56.00	($56.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($886.00)	$0.00	$0.00	($886.00)
NewAcct1	Applied Technology Resources Inc	$0.00	$0.00	($100.00)	($100.00)
PIONE	PIONEER TITLE AGENCY FICHE	($736.00)	$266.00	$0.00	($470.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($4,451.00)	$3,831.00	$0.00	($620.00)
RSSI	RECORD SEARCHING SERVICES INC	($26.00)	$107.00	($200.00)	($119.00)
simplifile	Simplifile - eRecording	($896.00)	$3,811.00	($3,750.00)	($835.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,159.20)	$0.00	$0.00	($1,159.20)
Totals		**($20,368.67)**	**$9,403.40**	**($5,056.00)**	**($16,021.27)**

ARF-1619 **Consent Agenda Item 4- P**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: November 13, 2012, & December 18, 2012, BOE Meeting Minutes, and December 4, 2012, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marilyn Brewer, Deputy Clerk, BOS, Clerk of the Board of Supervisors

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Information

Subject

November 13, 2012, and Decmeber 18, 2012, BOE Meeting Minutes, and December 4, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the November 13, 2012, and December 18, 2012, BOE meeting minutes, and the December 4, 2012, BOS meeting minutes.

Attachments

BOE 11-13-12 Meeting Minutes

BOE 12-18-12 Meeting Minutes

BOS 12-04-12 Meeting Minutes

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: November 13, 2012

TOMMIE C. MARTIN
Chairman

SHIRLEY L. DAWSON
Vice-Chairman

MICHAEL A. PASTOR
Member

JOHN F. NELSON
Clerk of the Board

By: Marian Sheppard
Chief Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via phone); Shirley L. Dawson, Vice-Chairman (via ITV); Michael A. Pastor, Assessor (via ITV); Hazel Dillon, Chief Deputy Assessor (via ITV); Larry Huffer, Chief Appraiser (via ITV); Don McDaniel, Jr., County Manager (via ITV); and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order

At the request of Chairman Martin, Vice-Chairman Dawson chaired this meeting with Chairman Martin participating by phone. Chairman Dawson called the meeting to order at 1:35 p.m. this date in the Board of Supervisors' conference room at the Payson Administrative Building.

Item 2 – REGULAR AGENDA ITEMS:

A. **1:30 P.M. - Information/Discussion/Action regarding two Petitions for Review of Notice of Change filed for tax year 2013 that were submitted by Steven Rodgers for tax parcel numbers 206-24-013 and 206-24-015.**

As Mr. Rodgers was not present for this hearing, Chairman Dawson called on Larry Huffer, Chief Appraiser, to present his case. Mr. Huffer advised that he would first address parcel -013. The property was initially valued by the cost approach to value. After receiving the petition, Mr. Huffer used an income approach to value method. He later looked at neighborhood sales and came to the conclusion that the value should be adjusted. He added that this was not only his opinion, but it was the opinion of other appraisers. This parcel has a detached garage with a room above that is 80% complete and in the future the room above the garage will be a residence. Mr. Huffer recommended adjusting the full cash value to $24,545 with a legal class 3. Mr. Huffer advised that normally a garage would be a legal class 2; however, Mr. Rodgers has signed a document to

combine parcels -013 and -015. Parcel -015 contains Mr. Rodgers' primary residence and at the time the parcels are combined, parcel -013 will be a legal class 3 instead of a legal class 2.

Mr. Huffer advised that both parcels are located on Byrd Street in a less than desirable neighborhood. Parcel -015 has a two-story concrete adobe structure that was previously was only concrete walls, a rotted floor structure and a collapsed roof. Mr. Rodgers is building the structure into a triplex. He lives in the top unit and rents out the two lower units. The structure has a total of 2,050 square feet. Mr. Huffer recommended adjusting the full cash value to $68,500 with a mixture of legal class 3 and legal class 4.

At this time Chairman Dawson advised that a separate motion should be taken on each property. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on parcel number 206-24-013 to $24,545 with a legal class 3.

Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on parcel number 206-24-015 to $68,500 with a mixture of legal class 3 and legal class 4.

Chairman Dawson advised that agenda item 2F would be addressed next.

F. **Information/Discussion/Action regarding parcel numbers 302-41-030D, 201-10-003, 305-35-001G, 204-05-168, 305-21-009M, 301-07-188 and 302-11-035C to approve the Assessor's determination of value of these parcels. The owners accepted the Assessor's adjusted 2013 values of these parcels.**

Mr. Huffer provided information on each of the parcels listed on this agenda item with the adjusted values that have been agreed to by the property owner and the Assessor's Office.

Parcel No. 302-41-030D – A Notice of Change was issued on this property because 3 parcels were combined into 1 parcel with one of the previous parcels containing a large water retention pond. Upon further review, the Assessor's Office reduced the land Full Cash Value due to a review of the land size at 2.32 acres and the usable area of the land. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel to $151,877, with a legal class 3 and 10% assessment ratio.

Parcel No. 201-10-003 – A Notice of Change was issued on this property because an Affidavit of Affixture Mobile Home was added to the real property. A few items were placed on the tax roll that should not have been

placed on the tax roll until 2014 due to a statutory time frame. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel to $48,260, with a legal class 0401 (due to the property being a non-primary residence) and a 10% assessment ratio. The 2013 full cash value has been adjusted by only adding the full cash value of the Affidavit of Affixture Mobile Home to the real property value. The other improvements that were not previously on the Gila County tax roll will be added for the tax year 2015.

Parcel No. 305-35-001G – A Notice of Change was issued on this parcel because one of the County appraisers thought the property was 75% complete when, in fact, it was later discovered that the completeness of the house has not changed from the last time it was appraised at 50% complete. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel to $38,159 with a legal class 0401 (due to the property being a non-primary residence) and a 10% assessment ratio.

Parcel No. 204-05-168 – A Notice of Change was issued on this parcel because it had an Affidavit of Affixture Mobile Home and upon further review, the Assessor's Office decided the full cash value should be adjusted based on the purchase price of the property in March 2012 for $50,000. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel to $50,000 with a legal class 0401 (due to the property being a non-primary residence) and a 10% assessment ratio. This full cash price will be for tax years 2013 and 2014 unless there is a change to the property.

Parcel No. 305-21-009M – A Notice of Change was issued on this parcel because it was thought that the property was further completed than when it was last reviewed. Upon further review, the Assessor's Office determined that the completeness of the house has not changed; it is still 50% complete. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel to $113,265 with a legal class 0401 (due to the property being a non-primary residence) and a 10% assessment ratio.

Parcel No. 301-07-188 – A Notice of Change was issued on this parcel due to the house being renovated. The appraiser determined that the house is 50% complete; however, the amount was accidentally entered into the computer as being 100% complete. Even though the property owner initially appealed the property value at $35,000 as that was the original purchase price, an agreement was later reached with the Assessor to value the house at $56,428. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the full cash value on this parcel

to $56,428 with a legal class 0401 (due to the property being a non-primary residence) and a 10% assessment ratio.

Parcel No. 302-11-35C – A Notice of Change was issued on this parcel because two half lots were combined into one parcel. The property owner did not dispute the full cash value of $43,435; however, an appeal of a 16% assessment ratio is being presented to the Board of Equalization. Upon further review, it was discovered that the appraiser was unaware that an 850 square foot house sits on this property. The Assessor's Office has updated the legal class on this property to 0401, a non-primary residence, with a 10% assessment ratio. The value of the house is currently not on the Gila County tax roll for tax year 2013, so a Notice of Correction will be mailed to the property owner before December 31, 2012, to add the value of the house to the full cash value of this parcel. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adjusted the assessment ratio on this parcel from 16% to 10%, and the full cash value of $43,534 and 10% assessment ratio will remain unchanged.

Supervisor Martin wanted the record to show that the property owners have accepted these values. Chairman Dawson then proceeded to read aloud each parcel number listed as agenda item 2F and she asked for a motion to state that each of the parcels listed were reevaluated by the Assessor's Office and that the property owners have agreed to the established values. Supervisor Martin made the motion as stated by Chairman Dawson, which was seconded by Supervisor Pastor and unanimously approved by the Board.

B. **2:10 P.M. - Information/Discussion/Action regarding a Petition for Review of Notice of Change filed for tax year 2013 that was submitted by Ronald Roehrborn for tax parcel number 301-61-027.**

Mr. Huffer asked the Board to read a letter submitted by Ronald Roehrborn. He then advised Supervisor Martin that he would be reviewing some pictures and a map of the subject property with the other Board members. Mr. Huffer reviewed information provided by Mr. Roehrborn on a couple of comparable properties. He advised the Board that the properties submitted by Mr. Roehrborn were sold in 2012. Since the valuation date for the 2013 tax year is January 1, 2012, these sales are not applicable for tax year 2013. Mr. Huffer then defended the Assessor's valuation by reviewing all of the information on comparable properties provided by the Assessor's Office. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously upheld the Assessor's full cash value amount of $187,230 on this parcel.

C. **2:30 P.M. - Information/Discussion/Action regarding a Petition for Review of Notice of Change filed for tax year 2013 that was submitted by Richard and Lisa Berry for tax parcel number 301-64-092.**

Chairman Dawson called on Richard (Dick) Berry who participated in this hearing by phone. Chairman Dawson read aloud a letter submitted by Mr. Berry to the Board and she advised him that the Board has pictures of the subject property. Chairman Dawson asked Mr. Berry if he would like to present his case and he replied, "I am throwing myself on the mercy of the Board. The percent increase blew my mind." For the record, Mr. Berry states in his letter that he added a 480 square foot addition to the house and also added a garage and some covered deck area. The 2013 Notice of Change of the improvements showed an increase from $117,513 to $201,125, which is a 71% increase in the value of the improvements. Mr. Berry believes that a 40% increase would be more appropriate. Mr. Huffer than presented his case in defense of the Assessor's opinion of value by reviewing information on comparable properties that sold in 2011 within the Portals Units I, II and III. Mr. Huffer provided some examples of methodology used for valuing improvements. In ending his presentation, Mr. Huffer advised that the subject property is valued at $83.23 per square foot and the median square foot price of the comparable properties is $107.26. At the conclusion of the discussion, Mr. Huffer advised Mr. Berry that if he doesn't agree with the Board's decision, he may submit an appeal to the Arizona Tax Court by the deadline of December 15, 2012. Chairman Dawson asked for a motion. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously upheld the Assessor's full cash value amount of $226,655.

D. **2:50 P.M. - Information/Discussion/Action regarding a Petition for Review of Notice of Change filed for tax year 2013 that was submitted by David and Marjorie Oldenkamp for tax parcel number 302-77-017A.**

Mr. Huffer advised that Mr. and Mrs. Oldenkamp would not be appearing at today's hearing. Their phone number has been temporarily disconnected and Mr. Huffer believes it is because they split their time between two residences. He pointed out that he had conversation with Mrs. Oldenkamp just prior to this appeal being filed. There are 3 aircraft hangers located on the subject parcel, which is located close to the Payson airport. A Notice of Change was issued on this property because a 1,400 square foot building/hanger was added to the property for personal use. When analyzing the value of the property, Mr. Huffer calculated a per square foot price of $10.82 as the new value for the 4,800 square feet hanger. Mr. Huffer advised that he adjusted the full cash value to $399,550 based on a review of the previously constructed hangers, which was nearly the same amount that was submitted on the Oldenkamp's appeal. The current legal class is mixed because some of the aircraft hangers are rented out. The

assessment ratio is 18.3% because Mr. Huffer said the rented hangers are a commercial use. He hopes to talk with Mrs. Oldenkamp in the near future to discuss the use of the other hangers so that the assessment ratio could possibly be adjusted. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously upheld the Assessor's full cash value of $399,550 on this parcel.

E. **3:10 P.M. - Information/Discussion/Action regarding a Petition for Review of Notice of Change filed for tax year 2013 that was submitted by Donald and Claudia Brooks for tax parcel number 302-32-003A.**

Mr. Huffer advised that the owners have 3 contiguous lots and they changed the configuration by separating the properties and combining different lots. 302-32-003A contains two garages, one with a small residence in the rear of the garage. The bottom portion of one of the garages is for personal use and the top portion is partly used for Brooks Drafting, a commercial use. A 600 square foot residence was installed to the former storage area of the other garage resulting in a increase in value. Mr. Huffer talked with Mr. Brooks this past weekend and Mr. Brooks decided not to rent out the new 600 square foot living area and to keep it as a living area for when relatives visit. As a result it was agreed that the legal class would be a mixed legal class 3 and legal class 4 with a small portion being used for commercial. This resulted in a 10.5% assessment ratio. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously upheld the Assessor's adjusted full cash value of $147,561 on this parcel with a mixed legal class 3 and 4 and an assessment ratio of 10.5%

There being no further business to come before the Board of Equalization, Chairman Dawson adjourned the meeting at 2:33 p.m.

APPROVED:

_____

Shirley Dawson, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: December 18, 2012

TOMMIE C. MARTIN
Chairman

SHIRLEY L. DAWSON
Vice-Chairman

MICHAEL A. PASTOR
Member

JOHN F. NELSON
Clerk of the Board

By: Marian Sheppard
Chief Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman; Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Hazel Dillon, Chief Deputy Assessor; Larry Huffer, Chief Appraiser; Bryan Chambers, Chief Deputy County Attorney; and Marian Sheppard, Chief Deputy Clerk.

GUESTS: Chris Roll, Chief Deputy Attorney, Pinal County Attorney's Office; Michael J. Harper, Esq. of the law firm of Walker & Harper, PC; and D. McCall, Managing Member of Strawberry Ridge Estates, LLC.

Item 1 – Call to Order

Chairman Martin called the meeting to order and asked everyone present to announce their name and title into the record. Mr. Roll stated that he is present today to represent the Gila County Board of Equalization with regard to this case.

Item 2 – REGULAR AGENDA ITEMS:

A. **1:30 P.M. - Information/Discussion/Action regarding a Petition for Review of Notice of Claim submitted by Michael J. Harper, Esq. on behalf of Strawberry Ridge Estates, LLC for tax parcel numbers 301-59-057, 301-59-073 through 301-59-075, 301-59-077 through 301-59-084, and 301-59-088 through 301-59-096.**

Chairman Martin read aloud the agenda item and then called on Larry Huffer, Chief Appraiser, to present his case, who in turn, advised that the petitioner should first present arguments to the Board of Equalization (BOE). Michael Harper, Esq., addressed the BOE at this time.

Mr. Harper advised that the development of Strawberry Ridge Estates was most active in 2007. Back to that period of time, Mr. Harper stated that

Gila County never issued a final approval of the subdivision; however, it did assess the parcels in the subdivision as if the subdivision had been officially approved. He referred to Exhibit A of his appeal, which was a letter dated July 31, 2012, to Assessor Dale Hom and Mr. Huffer with attached Notice of Claims relating to all parcels owned by Strawberry Ridge Estates, LLC in the subdivision. The Notice seeks an adjustment of the assessed values for the tax years 2008-2011 to match the parcels' assessed values for 2012. The appeal letter states that there has been an "error" in the manner of the taxation of these properties as that term is defined in A.R.S. § 42-16251(3). It also states that Strawberry Ridge Estates is informed and believes that Gila County has already acknowledged this error as to other parcels in the subdivision and issued appropriate tax adjustments with respect thereto.

Mr. Harper noted that in 2008, the subject undeveloped parcels were assessed between $150K-$320K per parcel. In 2009, the values dropped to $100K-$240K per parcel. In 2010, the values dropped a little less and stayed about the same in 2011. Mr. Harper believes those values would only have made sense if this subdivision had been given a final approval.

Mr. Harper stated that in 2011, the County recorded an Affidavit-Notice of Gila County Subdivision Code Violation stating that the subdivider was in violation of Gila County Subdivision Regulations in that the street known as Tomahawk Trail was not completed in accordance with Gila County Street Standards in accordance with (section) 300.09 of the Gila County Subdivision Regulations. The County stated that because there had never been a final approval issued for the subdivision, no building permits would be issued. Mr. Harper advised that at the time the Affidavit was recorded on July 6, 2011, it was at that point that the property valuations on the subject parcels were reduced to $2K-$5K per parcel. He stated, "That's how big a problem this lack of approval was. That's how serious a problem it was in terms of tax valuation and frankly, it is proof positive and essentially an admission that when you see a property drop that dramatically that because this approval had never been issued, that the prior values were just way, way, way too high."

Mr. Harper emphasized two points which he feels are critically important: 1) The County, specifically the Community Development Division, was aware in 2008 through 2011 that no final approval had been given for this subdivision, but at the same time Gila County was valuing these properties as if it had been approved. It issued tax bills and later issued and sold Certificates of Purchase on inflated values. He believes this is clearly an error on the County's part. He stated that the error has already been determined by this BOE in connection with previous property valuation adjustments made on two separate tax appeal cases submitted by Thomas Stedronsky and Dina Galasinni. Mr. Stedronsky and Ms. Galasinni each own property within the Strawberry Creek Foothills, which is also known as

Strawberry Ridge Estates. Mr. Harper believes the only issue at hand with regard to this appeal is to determine the reason the developer is being treated differently. Mr. Harper advised that Mr. D. McCall, the petitioner of this tax appeal, is now the owner of Strawberry Ridge Estates in its entirety. Mr. Harper stated that Mr. McCall purchased Certificates of Purchase at inflated values for these parcels, which are now outstanding, which are over $130K to redeem and that they should have never been sold at the inflated amounts. He concluded his presentation at this time and requested an opportunity to offer a rebuttal after the Assessor's Office presented its case.

Larry Huffer reviewed the history of this subdivision. In 2006, Gila County received a Subdivision Public Report from the State of Arizona Department of Real Estate authorizing the transfer of this real property. There were basically 4 parcels that were undeveloped and valued very low for the initial subdivision. In 2008, the Assessor's Office valued the lots based on the realtors' asking prices. In 2009, the Assessor's Office obtained the actual sales prices for the lots. No other sales occurred until 2011, when Mr. Stedronsky lost one parcel to M&I Bank and it was at the same time the zoning violation was in place. Mr. Huffer stated that the average sales price for perspective buyers is listed on the Subdivision Public Report as $200K.

Mr. Huffer advised that he met with Assessor Dale Hom prior to the appeal hearings of Mr. Stedronsky and Ms. Galasinni to discuss what would happen if these cases proceeded to State Tax Court. He stated, "The difference between these buyers in good faith and the developer is the limitations of filing a Notice of Claim." He proceeded to read aloud A.R.S. § 42-16256(A). He stated that Mr. Stedronsky and Ms. Galasinni purchased in good faith because they had a Subdivision Public Report with an assurance that the roads would be put in properly, so that is the reason the values were reduced for those two property owners. He stated, "When the developer actually purchased these parcels, at that time the roads were not put in. Actually there was no real cause or proceedings to be initiated on a Notice of Claim at that time because the roads were not put in. I believe that is really our case right there."

Bryan Chambers, Chief Deputy County Attorney, advised that the key point is the developer is the one who was responsible for putting in the road and that certainly the developer was in a position to have known about the problems whereas these purchasers in good faith did not know of that problem. He then read aloud A.R.S. § 42-16254(G) and stated that in this case, taxes were not paid before delinquency and because of that Certificates of Purchase were issued.

Chris Roll, attorney for the BOE, affirmed that he understood Mr. Chambers' argument about the taxes not being paid prior to delinquency,

and then asked if that is a prerequisite for appealing a ruling in this proceeding to which Mr. Chambers confirmed was correct.

Mr. Chambers then read aloud A.R.S. § 42-16256(A) and stated that in this case the developer could have appealed all of these valuations. He stated, "Also, the argument the developer is making today is that the subdivision never received final approval. That is something the developer certainly knew and could have used other procedures to appeal the assessed valuation...Before any taxes were effectively paid, this could have been resolved through an appeal each year as he received the assessment." He then read aloud A.R.S. § 42-16251(3) and he stated that the Assessor's position is that this really doesn't fit the definition of error. Additionally, under A.R.S. § 42-16257, the Assessor would argue that the valuations were correct using the valuation and legal classification criteria at the time of the valuation, which is required according to A.R.S. § 42-16257. He also pointed out that according to A.R.S. § 42-16256, even if the BOE were to determine there was an error that must be corrected, the petitioner is limited to the current year and 3 years prior. The first year the petitioner is arguing is 4 years prior and he would not be entitled to any relief for that 4th year being 2008.

Mr. Huffer briefly revisited the history of this subdivision and stated that even though we are one county, as Mr. Harper stated, until 2011 when Mr. Stedronsky's case was heard, the Assessor's Office was unaware there were any problems with the roads. It was Mr. Stedronsky who brought the issue of the roads to the attention of the Assessor's Office during his appeal hearing. He stated that had the Assessor's Office known of the problem with the roads, the valuations may have been looked at differently.

Mr. Harper reiterated that the County did know of the problem. He said there was an error; errors happen and this error leads to tax certificates that are very inflated. Mr. Harper also addressed the second argument that the developer was not a purchaser in good faith. He stated, "The developer bought the property with the idea of developing it and making it a good thing." He also disagreed with Mr. Chambers that this case could have been appealed by different measures.

Vice-Chairman Dawson referenced the developer receiving a tax valuation notice each year, yet taking no action at that time. She stated, "You're saying they made all the errors. Didn't you make some errors in not either paying your taxes or appealing your taxes in 2009, saying 'Wait a minute; we're not selling the lots like before.'? You made the comment that the developer goes into the development with the idea of making money. Okay, we all were there a few years ago. The fact that things went downhill; we all took consequences of it. It would seem that you had the burden at that point of saying 'no', I am not going to build the roads' and; therefore, the

value of this property is not there... Once that stopped, then there is an obligation to come and say this is why."

Mr. Harper replied that there are different types of errors; however, the error that is talked about in the A.R.S. is an error of mis-assessment of property. He believes that is the type of error being discussed today.

Vice-Chairman Dawson continued to comment on the downturn in the economy during these years with Mr. Harper placing the emphasis on the fact that the values of these parcels weren't gradually reduced each year, but were drastically reduced from $300K-$240K to $5K and Mr. Harper reiterated there was an error on the County's part.

Mr. Huffer reviewed the actual full cash values of properties from 2008 through 2010. The values for those years are as follows: 2008 - $130,681, 2009 - $104,550, and 2010 - $52,275. Mr. Huffer noted that in 2009 he spoke with Rose Harper, a local realtor, about the properties and she agreed with the values. Mr. Huffer pointed out at that time that Ms. Harper also was obviously unaware there were any problems with the roads in that subdivision.

Supervisor Pastor inquired as to the time the County became aware that the roads were not up to the required road standards and Mr. Huffer replied that in 2011, it was disclosed in a letter from Mr. Stedronsky to the County. Chairman Martin said that it appears the problem seems to be with the Certificates. Mr. Chambers once again provided further explanation on A.R.S. § 42-16256(A) regarding a correction of errors for real or personal property and reiterated that the developer was aware of problems with the roads. The issue of the Certificates was discussed further and Mr. Harper requested some relief. At this time County Treasurer Debi Savage stated that Terri Powell of her staff also had a discussion with Mr. McCall regarding the Certificates. Ms. Powell addressed the BOE and stated that she had prepared a spreadsheet earlier this year to determine a grand total of the number of investors of parcels in this subdivision. Vice-Chairman Dawson inquired whether Ms. Powell's normal practice was to call people who owe taxes and Ms. Powell replied that she received a phone call from Mr. McCall to find out the status of parcels at which time she provided him information that the parcels would be offered at an upcoming Treasurer's tax lien sale. Vice-Chairman Dawson inquired if Mr. McCall was represented as CCC&S on the spreadsheet and Ms. Powell affirmed that is correct. Ms. Powell replied that Mr. McCall changed the name and "...he bought up anything that hadn't already been purchased." Mr. Harper wanted to make it clear that he didn't want to portray Mr. McCall as the developer on this site and stated, "I don't want you to think he was involved in a direct way in the development." Mr. McCall stated that he was 12.5% director until last June and stated, "This entity that bought the tax liens

(Certificates of Purchase) had nothing to do with the partnerships. Chairman Martin said, "It looks to me like the developer may have known about the roads, but you didn't." She also stated that the Community Development Division may have known about the roads, but the Assessor's Office did not know about them.

Mr. McCall advised that he has 100% ownership of the land and it was his understanding that only a land owner could appeal the Assessor's decision, so that is the reason he hired Mr. Harper to appeal the decision. Both Vice-Chairman Dawson and Supervisor Pastor made comments on the fact that there is always a risk in any investment, such as Mr. McCall's investment in this subdivision.

Mr. Harper reiterated that the only legal issue at hand today is to determine whether the County made an error when assessing these properties when the subdivision had not received a final approval.

At this time Vice-Chairman Dawson made a motion to uphold the Assessor's valuations on the parcels as listed on the agenda item, which was seconded by Supervisor Pastor and unanimously approved by the BOE.

Mr. Roll then advised that per A.R.S. § 42-16254(F), the BOE needed to issue a written decision on this case. At this time a discussion ensued regarding the appeal process should the petitioner want to choose to pursue this matter in tax court. Mr. Huffer mentioned there is actually a question whether the Arizona Tax Court would allow this case to be heard as the taxes have not been paid. Mr. Chambers confirmed that a written decision is required per statute, to which Mr. Harper also agreed. Mr. Roll stated there may be a request to report findings of fact, which could also be included in the written decision.

Vice-Chairman Dawson moved to recess the hearing for one hour to write the written decision. No second was given to her motion. There was some discussion at this time as to the content that needed to be included in the written decision.

Supervisor Pastor made a motion that the BOE include the six (6) bullet points which outline the reasons the Assessor's Office dispute the claim of error that are listed on a document from the County Assessor dated September 28, 2012, are to be included in the written decision as the findings of fact. Vice-Chairman Dawson seconded the motion which passed with a unanimous vote.

The six (6) bullet points are as follows:

1. Taxpayer has not paid the taxes in question. A.R.S. § 42-16254(G).

2. Taxpayer is not purchaser in good faith as defined in A.R.S. § 42-16256.

3. The valuations in question could have been appealed using other procedures. A.R.S. § 42-16255(B).

4. The valuations are not in error as defined by A.R.S. § 42-16251(3).

5. The evaluations were correct using the valuation and legal classification criteria in effect at the time of the valuation (by) A.R.S. § 42-16257.

6. The error correction statutes are limited to the current year and the three immediately preceding years. A.R.S. § 42-16256.

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, Chairman Martin recessed the meeting at 3:07 p.m. for 30 minutes so that a written decision could be drafted. Chairman Martin reconvened the meeting at 3:41 p.m. and she requested that the written decision be read into the record and reviewed by the Board members.

Supervisor Pastor made a motion that the Chairman of the Gila County BOE be authorized to sign the decision document that has been developed and presented to the BOE for a final action, which was seconded by Vice-Chairman Dawson and unanimously approved by the Board.

At this time, Mr. Chambers read aloud A.R.S. § 42-16254(G) into the record.

Mr. Chambers asked whether the Chief Deputy Clerk had all of the documents for the official record of the Board, to which Ms. Sheppard presented all of the documents to him. He then reviewed the documents with Mr. Huffer and Mr. Harper. Mr. Harper asked that the documents be identified for the record. He stated, "On the record, first just for the record, we do obviously dispute the finding, dispute that the evidence presented supports the six (6) findings of the Board..." Mr. Harper then read aloud the records, as follows:

1. Five (5) exhibits that were sent to the Clerk today from my office, that is marked Clerk's Copy on top of the first document.

2. 2008 Strawberry Ridge Estates land full cash values – 3 pages.

3. A number of emails to and from the Board – approximately 8 or 9 of those.

4. A November 28, 2012, letter to my office from the Chief Deputy Clerk.

5. A set of exhibits that was submitted earlier by my office. There's two (2) exhibits along with an email dated December 11th and those are partially duplicative of the exhibits submitted today.

6. A Petition for Review of Taxpayer Notice of Claim with attachments – approximately 12 pages.

7. Assessor's Office exhibit package...A July 31, 2012, letter from my office, an Affidavit and Notice of Gila County Subdivision Code Violation, a Petition for Review of Taxpayer Notice of Claim, a State of Arizona Real Estate Department Subdivision Public Report, an agreement recorded with the County Recorder's Office entitled Assurance of Subdivision Improvements for Strawberry Ridge Estates, and a printout from the Arizona Corporation Commission.

8. We have a compilation of several statutes.

9. Finally, a large map laid out before the Board today.

10. A list of parcel numbers, taxes, interest, penalties – a handout from Terri Powell from the Treasurer's Office.

11. A December 18, 2012, Decision.

There being no further business to come before the Board of Equalization, Chairman Martin adjourned the meeting at 3:58 p.m.

APPROVED:

_____

Tommie C. Martin, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: December 4, 2012

TOMMIE C. MARTIN
Chairman

SHIRLEY L. DAWSON
Vice-Chairman

MICHAEL A. PASTOR
Member

JOHN F. NELSON
Clerk of the Board

By: Marilyn Brewer
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk (via ITV conferencing); Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Shirley Dawson led the Pledge of Allegiance and Reverend Rula Colvin of St. Paul's United Methodist Church delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Detective Ray Hernandez of the Gila County Attorney's Office.

Daisy Flores, County Attorney, presented Detective Ray Hernandez of the Gila County Attorney's Office with the Officer of the Quarter award and gave a brief summary of his background and the reasons he was nominated for the award. Detective Ray Hernandez thanked the Board for taking the time to nominate him for this award. Each Board member thanked Detective Hernandez for his dedicated service to the community. Chairman Martin stated that she was sorry that this was Ms. Flores' last presentation and thanked her for having the Officer of the Quarter presentations throughout the past years.

At this time, Chairman Martin's sound equipment was not working properly so Vice-Chairman Dawson took over as Chairman of the meeting.

Item 3 – PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-12-01 renewing a non-public water franchise for Collins Ranch Water Users' Association, Inc. for an additional 15 years, from December 4, 2012, to December 3, 2027, in order for the Association to continue providing domestic and residential water to its member homes.

Marian Sheppard, Chief Deputy Clerk, stated that on November 30, 1987, the Board of Supervisors approved a 25-year water franchise for the Collins Ranch Water Users' Association (CRWUA). That water franchise expired November 30, 2012. On November 13, 2012, the Board accepted an application to renew the franchise for 15 more years and at that time the Board set a public hearing date, per statutory requirements, for today to hear any public comments on this franchise publication. The area of the franchise is known as Collins Ranch near Payson. This is a non-public water franchise whereby the Arizona Corporation Commission issued an Order many years ago to adjudicate this as a non-public water company so the CRWUA provides domestic and residential water to approximately 36 CRWUA's member homes. Ms. Sheppard advised that Roger Parks, President of CRWUA, was present if the Board had any questions or concerns. She also stated that per statutory requirements, the Notice of this Public Hearing was advertised in the official newspaper of the County, which is the Arizona Silver Belt and also the Payson Roundup newspaper 3 weeks prior to today's meeting. The applicant has met all of the requirements and paid all of the fees necessary. To date, none of the qualified electors have petitioned the Board to deny such a privilege. Chairman Dawson opened the public hearing and called for comments from the public; none were received from Globe or Payson. Chairman Dawson closed the public hearing and entertained a motion. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 12-12-01 renewing a non-public water franchise for Collins Ranch Water Users' Association, Inc. for an additional 15 years, from December 4, 2012, to December 3, 2027, in order for the Association to continue providing domestic and residential water to its member homes. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 4 – REGULAR AGENDA ITEMS:

4A. Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the state of Arizona by Treasurer's Deed in the year 2012.

Chairman Dawson advised perspective purchasers at the Supervisors' Annual Property Tax Sale/Auction that all sales would be final; the title conveyed by the Treasurer's Deed may or may not be marketable; examine the property before bidding; check the Assessor's map for the location of the parcel; seek

advice on the marketability of the title conveyed by the Treasurer's Deed; no warranties or guarantees as to the size or condition of the property is given and no refunds would be available. There were 20 properties listed for sale at today's auction and the Board addressed each parcel separately. The auction results were as follows:

Tax Parcel #	Lien Amount	Sale Amount	Purchaser's Name
101-07-019	$2749.68	$2749.68	Juan Bracamonte
101-07-079	$2,356.44	--	--
101-07-139	$5,112.79	--	--
101-10-009	$98,501.26	--	--
102-13-019-Q	$982.18	--	--
102-31-013-G	$761.30	$761.30	Roger Parks
201-08-067-F	486.58	--	--
204-03-028	$3,424.22	$3,424.22	Roger Parks
204-15-023	$3,527.59	$3,527.59	Freeport McMoRan Miami Inc.
206-21-015	$2,300.65		
206-21-054	$3,087.08	$3,087.08	Judy Myers
206-21-068A	$2,659.79	--	--
206-23-131	$2,984.74	$2,984.74	Beatriz Rosales
207-09-181	$2,517.34	--	--
207-15-052	$4,304.85	$4,304.85	Angel Redondo
207-15-140-D	$442.56	--	--
208-11-017	$5,981.47	--	--
302-60-192	$721.32	--	--
303-08-023	$350.80	--	--
304-14-004-G	$438.32	--	--

Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved the sale of tax parcel number 101-07-019 to Juan Bracamonte in the amount of $2,749.68.

Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved the sale of tax parcel number 102-31-013-G to Roger Parks in the amount of $761.30. (For the record, payment was not made by Mr. Parks within the required 48-hour time frame; therefore, this parcel is still available for sale.)

Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved the sale of tax parcel number 204-03-028 to Roger Parks in the amount of $3,424.22. (For the record, payment was not made by Mr. Parks within the required 48-hour time frame; therefore, this parcel is still available for sale.)

Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved the sale of tax parcel number 204-15-023 to Morris Ashkie on behalf of Freeport McMoRan Miami Inc. in the amount of $3,527.59.

Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved the sale of tax parcel number 206-21-054 to Judy Myers in the amount of $3,087.08.

Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved the sale of tax parcel number 206-23-131 to Beatriz Rosales in the amount of $2,984.74.

Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved the sale of tax parcel number 207-15-052 to Angel Redondo in the amount of $4,304.85.

Chairman Dawson closed the Supervisors' Annual Property Tax Sale/Auction.

At this time, Chairman Martin resumed as Chairman of the meeting.

4B. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 208-11-010.

Ms. Sheppard advised that any properties that don't sell at the annual auction are added to what is referred as the Back Tax Land List. These properties are available for purchase any time throughout the year through the County's sealed bid process. She stated that a sealed bid was received for parcel no. 208-11-010, which is vacant land located on Central in Globe. Ms. Sheppard opened the sealed bid and stated that a bid was received from Thelma Campbell in the amount of $495.51, the total lien amount. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously accepted a sealed bid for the purchase of Assessor's tax parcel number 208-11-010 from Thelma Campbell in the amount of $495.51.

4C. Information/Discussion/Action to approve a transfer of up to $75,000 from the current immunization account to the private stock vaccine account to allow for the purchase of vaccine to provide services to those insured children not covered by the Vaccine for Children program.

Jendean Sartain, Deputy Director of Health Services, requested a transfer of funds of up to $75,000 to create a new private stock vaccine account to allow the Gila County Health Department to purchase private stock vaccine in the wake of the change effective October 1st from the Centers for Disease Control (CDC) for the County's funding for the vaccine for those insured children from birth to 18 years of age that are not covered by the Vaccine for Children's

Program (VCP). Upon inquiry by Supervisor Pastor for additional clarification, Ms. Sartain further explained that effective October 1, 2012, the CDC changed the funding for the Vaccine for Children's Program. VCP will still continue to provide vaccine for children that are covered by the Arizona Health Care Cost Containment System (AHCCCS), those children that have no insurance, or those children that are Native American/Native Alaskan. It will no longer provide vaccine for children who have insurance or those that are considered to be underinsured, which means they have some insurance but not full insurance. Ms. Sartain stated that her request is to create this account so that the Gila County Health Department can purchase vaccine to cover those children that are insured or underinsured. All other children will be covered by VCP, so no children will go unimmunized. The County has a third-party biller that will be billing the private insurance companies for the cost of the vaccine, which will then be reimbursed by the insurance companies to cover the cost of the vaccine; however, some money is needed up front to be able to purchase the vaccine to get this program started before the County can start billing the private insurance companies. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved a transfer of up to $75,000 from the current immunization account to the private stock vaccine account to allow for the purchase of vaccine to provide services to those insured children not covered by the Vaccine for Children program.

ITEM 5 – CONSENT AGENDA ACTION ITEMS:

5A. Approval of Amendment No. 1 to a Weatherization Low Income Assistance Agreement (Contract No. LW-ESA-2182-02Y2) between the State of Arizona Governor's Office of Energy Policy and the Gila County Division of Community Services, Housing Services, increasing the contract amount from $108,719.65 to $182,840.37, to be used for program operations in the Low-Income Home Energy Assistance Program (LIHEAP), through June 30, 2013.

5B. Approval of an Intergovernmental Agreement (Contract No. ADHS13-031248) (former Contract No. HG852277) with the Arizona Department of Health Services in the amount of $4,561 to continue to provide HIV Prevention Program services for the period of July 1, 2012, through June 30, 2017.

5C. Approval of Amendment No. 2 and Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS11-004700) with the Arizona Department of Health Services in the amount of $142,689 to continue providing HIV care and support services for the period of April 1, 2012, through March 31, 2013.

5D. Authorization of the Chairman's signature on the attached Agreements to distribute the final LTAF II (Local Area Transportation

Funds) funds, as follows: Intergovernmental Agreements with the Town of Star Valley for $2,877.75, City of Globe Active Adult Center for $2,877.75, Town of Miami Senior Center for $2,877.75, Town of Miami Cobre Valley Community Transit Program for $7,017.00, and Town of Hayden Senior Center for $2,877.75; and Transit Agreements with the Payson Senior Center for $2,877.75, Time Out, Inc. for $2,877.75, the Boys and Girls Club of Globe Transit Program for $2,877.75, Horizon Human Services for $2,877.75, and the San Carlos Apache Tribe Transit Services for $2,877.75.

5E. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101133-001) between the Arizona Department of Economic Security (DES) and Gila County Board of Supervisors dba Gila/Pinal Workforce Investment Board to increase DES's yearly rental cost for work space at the Casa Grande One-Stop Center to $47,523, and at the Globe One-Stop Center to $9,970.56 for the period July 1, 2012, through June 30, 2014.

5F. Approval to appoint Clint Miller to fill the unexpired term of office for Richard Franco on the Gila County Building Safety Advisory and Appeals Board, of which the term will expire on December 31, 2013.

5G. Approval of the October 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

5H. Approval of the October 2012 monthly activity report submitted by the Payson Regional Constable.

5I. Approval of the October 2012 monthly activity report submitted by the Recorder's Office.

5J. Approval of the October 2012 monthly activity report submitted by the Clerk of the Superior Court.

5K. Approval of September 18, 2012, BOE Minutes.

5L. Acknowledgment of the Human Resources reports for the weeks of November 6, 2012, November 13, 2012, November 20, 2012, and November 27, 2012.

November 6, 2012

Departures from County Service:

1. Larry Stephenson – EACO – Executive Director – 10/31/12 – Various Funds – DOH 05/08/06 – Retirement

Departmental Transfers:

2. Janie L. Bennett – County Attorney – From Legal Secretary Senior – To Legal Secretary – 10/26/12 – General Fund
3. Malissa Buzan – Community Services – From Housing Services Program Manager – To Interim Director – 11/05/12 – Various Funds

End Probationary Period:

4. Kenneth Wortman – County Attorney – Detective – 10/18/12 – Cost of Prosecution Reimbursement Fund

Request Permission to Post:

5. Community Services – Rehabilitation Specialist Temporary – New position
6. Payson Justice Court – Justice Court Clerk Associate – Vacated by Sandra Yoder

November 13, 2012

Departures from County Service:

1. Patricia Espinoza-Barcon – Probation – Administrative Clerk Senior – 10/22/12 – Adult Intensive Probation Supervision Fund – DOH 10/22/12 – Did not report nor call on first day of employment
2. David J.H. Fletcher – Community Services – Director of Community Services – 11/02/12 – Various Funds – DOH 08/01/85 – Retirement
3. Thomas H. Melcher – Sheriff's Office – Chief Deputy Sheriff – 12/31/12 – General Fund – DOH 01/02/01 – Retirement
4. John R. Armer – Sheriff's Office – Sheriff – 12/31/12 – General Fund – DOH 01/01/01 – Retirement
5. Richard Short – Public Works – Roads Supervisor – 11/30/12 – Public Works Fund – DOH 11/07/83 – Retirement

Hires to County Service:

6. Randy A. Tober – Public Works – Solid Waste Operations Worker – 11/19/12 – Recycling and Landfill Management Fund – Replacing Kenneth Payne, Jr.
7. Gabrielle Lininger – Sheriff's Office – Administrative Clerk PT – 11/26/12 – General Fund – Replacing Kristine Feezor

Temporary Hires to County Service:

8. Judy Smith – Finance – Accounting Clerk Temporary – 11/13/12 – General Fund

November 20, 2012

Departures from County Service:

1. Denise Dickison – Community Services – Administrative Assistant – 11/30/12 – Various Funds – DOH 04/24/00 – Resignation
2. Justin Marks – Public Works – Road Maintenance /Equipment Operator – 11/21/12 – Public Works Fund – DOH 04/11/05 – Retirement

Hires to County Service:

3. Nathaneal Cutter – Public Works – Automotive Mechanic – 11/26/12 – Public Works Fund – Replacing Nathaneal Cutter
4. Marissa Avalos – Probation – Administrative Clerk Senior – 11/26/12 – Adult Intensive Probation Supervision Fund – Replacing Traci Borquez

5. Dustin Philpot – Probation – Juvenile Detention Officer – 11/26/12 – General Fund – Replacing Leonard McIntosh

End Probationary Period:

6. Brenda Van Haren – County Attorney – Victim Advocate – 11/09/12 – Crime Victim Assistance Program Fund
7. Emelle Silvers – Probation – Juvenile Detention Officer – 11/17/12 – General Fund

Request Permission to Post:

8. Assessor – Property Appraiser – Vacated by Lisa Wilckens
9. Public Works – Road Maintenance/Equipment Operator – Vacated by Thomas Tanner
10. Sheriff's Office – Detention Officer Part-Time – Vacated by Clifford Carnahan

November 27, 2012

Hires to County Service:

1. Shawn Erik Osborn – Sheriff's Office – Deputy Sheriff – 11/05/12 – General Fund – Replacing Christian Young
2. Richard K. Claydon – Sheriff's Office – Detention Officer – 11/19/12 – General Fund – Replacing Richard Claydon
3. Teak-Sun Kim – Finance – Procurement Coordinator – 12/03/12 – General Fund

End Probationary Period:

4. Danielle Toumberlin – County Attorney – Case Manager – 11/01/12 – IV D Incentive/SSRE Fund

Position Review:

5. Barbara Quiroz-Garcia – Health Services – Community Health Assistant – 10/08/12 – WIC Fund – Increase in hours worked from 19 to 32 per week

Request Permission to Post:

6. Public Works – Vehicle & Equipment Mechanic Sr. – Vacated by Travis Buckner

5M. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of November 05, 2012, to November 09, 2012 and November 12, 2012 to November 16, 2012.

Copies of the contract reports are on file in the Board of Supervisors' Office.

5N. Approval of finance reports/demands/transfers for the weeks of November 27, 2012, and December 4, 2012.

November 27, 2012

$2,066,688.01 was disbursed for County expenses by check numbers 250612 through 250774.

December 4, 2012

$759,983.93 was disbursed for County expenses by check numbers 250775 through 250921. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda items 5A through 5N.

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

There were no requests to speak from the public.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:51 a.m.

APPROVED:

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Tommie C. Martin, Chairman

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

ARF-1590 **4- Q**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Human Resources reports for the weeks of 12/04/12, 12/11/12, 12/18/12 and 12/25/12.

Submitted For: Berthan DeNero

Submitted By: Juley Bocardo-Homan, Human Resources Assistant, Human Resources

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Information

Subject

Human Resources reports for the weeks of December 4, 2012, December 11, 2012, December 18, 2012 and December 25, 2012.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of December 4, 2012, December 11, 2012, December 18, 2012 and December 25, 2012.

Attachments

December Human Resources Summary Report

12/04/12 Human Resources Report

12/11/12 Human Resources Report

12/18/12 Human Resources Report

12/25/12 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	Oct-12	Nov-12	Dec-12
DEPARTURES FROM COUNTY SERVICE	**174**	7	13	14	13	15	15	17	13	19	25	8	15
HIRES TO COUNTY SERVICE	**119**	7	9	14	3	8	4	10	12	15	16	8	13
TEMPORARY HIRES TO COUNTY SERVICE	**37**	3	2	1	1	2	10	1	7	1	7	1	1
VOLUNTEERS TO COUNTY SERVICE	**87**	0	0	0	0	7	80	0	0	0	0	0	0
DEPARTMENTAL TRANSFERS	**52**	1	3	1	6	3	1	10	9	3	7	2	6
END PROBATIONARY PERIOD	**61**	3	4	6	5	4	3	4	1	1	18	4	8
POSITION REVIEW	**86**	11	13	5	7	6	10	5	7	4	12	1	5
REQUEST PERMISSION TO POST	**113**	6	10	7	2	7	20	15	16	7	8	6	9
Total Transactions	**729**	**38**	**54**	**48**	**37**	**52**	**143**	**62**	**65**	**50**	**93**	**30**	**57**

HUMAN RESOURCES ACTION ITEMS
DECEMBER 4, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Judy Smith – Finance – Temporary Accounting Clerk – 11/20/12 – General Fund – DOH 11/13/12 - Resignation
2. Dale Hom – Assessor – Gila County Assessor – 12/31/12 – General Fund – DOH 01/22/79 – Retirement

HIRES TO COUNTY SERVICE:

3. Michelle D. Yerkovich – Sheriff's Office – Detention Officer – 12/10/12 – General Fund – Replacing Nash Marlow
4. Danny J. Rice, Jr. – Sheriff's Office – Deputy Sheriff – 12/10/12 – General Fund – Replacing Darcia Bender
5. Ronald G. Hanse – Sheriff's Office – Deputy Sheriff – 12/10/12 – General Fund – Replacing Rodney Cronk
6. Mark Chacon – Public Works – Road Maintenance/Equipment Operator – 12/03/12 – Public Works Fund – Replacing Anna Sanchez

DEPARTMENTAL TRANSFERS:

7. Teresa M. Griego – From Clerk of the Superior Court – To Superior Court General – From Courtroom Clerk –To Caseflow Manager – 12/03/12 – From General Fund – To Various Funds

END PROBATIONARY PERIOD:

8. Stephanie Gibson – Health Services – Breast Feeding Peer Counselor – 11/20/12 – WIC Fund
9. Christopher Heath – Public Works – Automotive Service Worker – 11/19/12 – Public Works Fund
10. Penny Miller – Community Services – Career & Employment Specialist – 11/10/12 - WIA Fund

POSITION REVIEW:

11. James A. Eskew – Sheriff's Office – Detention Commander – 11/08/12 – General Fund – Rescinding of notice of retirement, will continue in current position
12. Sarah Chavez – Health Services – Accounting Clerk – 12/03/12 – Various Funds – Change in fund codes
13. Lauren Savaglio – Health Services – Health Programs Manager – 12/03/12 – Various Funds – Change in fund codes

REQUEST PERMISSION TO POST:

14. Clerk of the Superior Court – Courtroom Clerk – Vacated by Teresa Griego

HUMAN RESOURCES ACTION ITEMS
DECEMBER 11, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Eric Ramos – Probation – Juvenile Detention Officer – 11/24/12 – General Fund – DOH 09/27/12 – Unsuccessful completion of probationary period
2. Barbara Smallwood – Payson Regional Justice Court – Justice Court Clerk Associate – 11/29/12 – General Fund – DOH 10/08/12 – Unsuccessful completion of probationary period
3. Joe Casillas – Public Works – Road Maintenance/Equipment Operator Sr. – 12/31/12 – Public Works Fund – DOH 10/04/93 – Resignation
4. Shirley Dawson – Board of Supervisors – District III Supervisor – 12/31/12 – General Fund – DOH 01/01/05 – End of term in elected office

HIRES TO COUNTY SERVICE:

5. Debra G. Snelling – Sheriff's Office – Detention Officer – 12/17/12 – General Fund – Replacing Kayce Loya

END PROBATIONARY PERIOD:

6. Angelo Cutter – Human Resources – Deputy Human Resources Director – 11/19/12 – General Fund
7. Erica Raymond – Human Resources – Human Resources Assistant Sr. – 12/17/12 – General Fund
8. Lisa Dzera – Sheriff's Office – Administrative Clerk – 10/10/12 – General Fund

HUMAN RESOURCES ACTION ITEMS
DECEMBER 18, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Valerie Kaufman – Community Services – Community Services Worker – 12/05/12 – GEST Fund – DOH 12/15/11 – Unsuccessful completion of probationary period
2. Gina Seymour – Board of Supervisors – Supervisor's Staff Specialist – 12/31/12 – General Fund – DOH 04/20/10 – Position eliminated due to elected official leaving office
3. Daisy Flores – County Attorney – Gila County Attorney – 12/31/12 – General Fund – DOH 10/22/01 – End of term in elected office
4. Karen Johnson – Probation – Administrative Clerk Sr. – 12/21/12 – General Fund – DOH 02/10/99 – Retirement
5. Bill Williams – Public Works – Solid Waste Operations Supervisor – 12/01/12 – Recycling and Landfill Management Fund – DOH 08/29/94 – Resignation
6. Angela Parker – Community Development – Building Services Office Manager – 12/24/12 – General Fund – DOH 05/07/07 - Resignation

HIRES TO COUNTY SERVICE:

7. Bradley Beauchamp – County Attorney – Gila County Attorney – 01/01/13 – General Fund – Replacing Daisy Flores
8. John D. Marcanti – Board of Supervisors – Supervisor District III – 01/01/13 – General Fund – Replacing Shirley Dawson
9. Deborah Hughes – Assessor – Gila County Assessor – 01/01/13 – General Fund – Replacing Dale Hom
10. John Adam Shepherd – Sheriff's Office – Gila County Sheriff – 01/01/13 – General Fund – Replacing John Armer
11. Joseph A. Cook – Sheriff's Office – Detention Officer – 12/24/12 – General Fund – Replacing Gabriel Lagunas
12. Megan Wells – Public Works – Custodian (PT 34) – 12/27/12 – Facilities Management Fund – Replacing Mirtha Cerna

TEMPORARY HIRES TO COUNTY SERVICE:

13. Myron L. Mayr – Community Services – Housing Rehabilitation Specialist – 12/20/12 – Housing Fund

DEPARTMENTAL TRANSFERS:

14. Justin Solberg – Sheriff's Office – From Detention Officer Lt. – To Jail Captain – 12/24/12 – General Fund
15. Johnny G. Sanchez – Sheriff's Office – From Task Force Commander – To Chief Deputy Sheriff – 01/01/13 – General Fund
16. Jeremy Friestad – Public Works – From Automotive Service Worker – To Vehicle and Equipment Mechanic Sr. – 12/20/12 – Public Works Fund
17. Jeannette Shapiro – Sheriff's Office – From Inmate Counselor – To Public Health Nurse – 12/24/12 – General Fund
18. Vanessa Barajas – Probation – From Juvenile Detention Officer – To Juvenile Detention Officer Shift Supervisor – 12/17/12 – General Fund

END PROBATIONARY PERIOD:

19. Susan L. Williams – Globe Regional Justice Court – Justice Court Clerk Associate – 12/04/12 – General Fund

REQUEST PERMISSION TO POST:

20. Board of Supervisors District III – Supervisor's Staff Specialist – position vacated by Gina Seymour
21. Community Development – Building Services Office Manager – position vacated by Angela Parker
22. Sheriff's Office – Inmate Counselor – position vacated by Jeannette Shapiro
23. Sheriff's Office – Public Health Nurse – position vacated by Anjanette Bolinger
24. Community Services – Administrative Clerk Sr. (underfill Administrative Assistant) – position vacated by Denise Dickison
25. Health Services – Rural Addressing Analyst Temporary – position vacated by Kevin Kenney

HUMAN RESOURCES ACTION ITEMS
DECEMBER 25, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Barbara Shepherd – County Attorney – Legal Secretary Lead – 01/03/13 – Attorney's Justice Enhancement Fund – DOH 10/22/07 – Resignation
2. Lacy Cooper – County Attorney – Deputy County Attorney Sr. – 01/03/13 – General Fund – DOH 06/29/06 – Resignation
3. Marilyn Hinrichs – Probation – Juvenile Detention Officer – 12/14/12 – General Fund – DOH 01/23/06 – Resignation

HIRES TO COUNTY SERVICE:

4. Matthew L. Benson – Sheriff's Office – Detention Officer – 12/31/12 – General Fund – Replacing Walter Wiley
5. Marion Barefoot – Finance – Accountant Sr. – 12/27/12 – General Fund – Replacing Carolyn Cummings

END PROBATIONARY PERIOD:

6. Cassandra Villegas – Finance – Procurement Administrator – 01/02/13 – General Fund

POSITION REVIEW:

7. Ramai Alvarez – County Attorney – Deputy County Attorney Sr. – 07/02/12 – General Fund – Rescinds previous Payroll Authorization reducing hours worked per week

REQUEST PERMISSION TO POST:

8. Public Works – Solid Waste Operations Supervisor – position vacated by Bill Williams
9. Health Services – Healthy Steps Coordinator (one position available in Globe and one position available in Payson)

ARF-1593 **4- R**

Regular BOS Meeting

Meeting Date: 01/22/2013

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-07-12, 12-14-12, 12-21-12 and 12-28-12

Submitted For: Joseph Heatherly

Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-7-12, 12-14-12, 12-21-12 and 12-28-12

Suggested Motion

Acknowledgement of contracts under $50,000 which have been approved by the County Manager for the weeks of December 3, 2012, to December 7, 2012; December 10, 2012, to December 14, 2012; December 17, 2012, to December 21, 2012; and December 24, 2012, to December 28, 2012.

Attachments

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-07-12, 12-14-12, 12-21-12 and 12-28-12

Service Agreement No. 111512 with Advanced Controls-Fire Inspections

Service Agreement No. 111512-1 with Advanced Controls-Panel Replacement

18703 APS Interconnection Agreement

Tioga-APS-Gila County-De Lage Landen Financial Estoppel Certificate-Central Heights

Tioga-APS-Gila County-De Lage Landen Financial Estoppel Certificate-Courthouse

Service Agreement No. 120612-1 with Noble Building

Amendment No. 1 to Agreement No. GILA-GXY-GL01 with CommVault

Support & Maintenance Agreement with HOV Services

Service Agreement No. 120712 with Interior Solutions

Lease Agreement with High Desert Humane Society

Amendment No. 1 to Contract 091511-1 with Traffic Safety Inc.

Amendment No. 1 to Contract 121711 with Yellow Jacket Drilling

Weatherization Agreement No. 121712-1 with Mountain Retreat Builders

Contract 343-83301573 with DLT Solutions

Lease Option C Agreement with Pitney Bowes

Service Agreement No. 122112 with Mountain Retreat Builders

Service Agreement No. 122112-1 with Mountain Retreat Builders

Contract No. 121312 with CL Williams Consulting
Amendment No. 2 with Payson First Assembly of God Church

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

December 03, 2012, to December 07, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 111512 with Advanced Controls Corp. Fire Inspections	Service Agreement No. 111512 with Advanced Controls Corp. Provide Fire Inspections	$4,148.00	12-05-12 to 02-05-13	12-05-12	Expires	Advanced Controls Corporation will provide fire inspections and reports on Fire Alarm Systems at various locations throughout Gila County.
Service Agreement No. 111512-1 with Advanced Controls Corp. Panel Replacement	Service Agreement No. 111512-1 with Advanced Controls Corp.-Panel Replacement & Repairs	$600.00	12-05-12 to 02-05-13	12-05-12	Expires	Advanced Controls Corporation will make repairs and replace a panel to the Fire-Lite MS-4 Fire Panel at the Gila County Roosevelt Sub-station.
18703 APS	18703 APS Interconnection Agreement	-	-	12-05-12	-	Consent to allow APS to connect the new solar panel system at the Central Heights Facility. There is no monetary compensation associated with this agreement.

December 10, 2012, to December 14, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Tioga-APS-Gila County-De Lage Landen Financial Estoppel Certificate-Central Heights	Estoppel Certificate (Credit Purchase Agreement) (5515 Apache Ave., Globe, AZ 85501)	-	-	12-12-12	-	Per the Power Purchase Agreement for the Central Heights Solar project, dated 12-06-11, the County agreed to execute the necessary documents for the Provider (Tioga Solar Gila, LLC) to obtain financing through a construction loan and sale-lease back of the Project. De Lage Landen Financial is the construction lender and collateral agent with respect to the sale-leaseback transaction.
Tioga-APS-Gila County-De Lage Landen Financial Estoppel Certificate-Courthouse	Estoppel Certificate (Credit Purchase Agreement) (1400 E. Ash Street, Globe, AZ 85501)	-	-	12-12-12	-	Per the Power Purchase Agreement for the Central Heights Solar project, dated 10-03-11, the County agreed to execute the necessary documents for the Provider (Tioga Solar Gila, LLC) to obtain financing through a construction loan and sale-lease back of the Project. De Lage Landen Financial is the construction lender and collateral agent with respect to the sale-leaseback transaction.
Service Agreement No. 120612-1 with Noble Building	Service Agreement No. 120612-1 Weatherization Project No. HH#8893	$18,281.72	12-12-12 to 03-12-13	12-12-12	Expires	This weatherization project will provide repairs to, or replacement of, existing components to bring heating of the home into code and provide a more efficient way to heat the home.
Amendment No. 1 with CommVault	Amendment No. 1 to Agreement No. GILA-GXY-GL01 with CommVault	$20,332.46	11-22-12 to 11-11-13	12-12-12	Expires	Maintenance renewal. CommVault is responsible for providing all of the backing up and restoring of data that the County maintains.

December 17, 2012, to December 21, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
34239CONSVR HOV Services	Support and Maintenance Agreement with HOV Services	$835.00	01-19-13 through 01-18-14	12-19-12	Expires	Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Minolta FC5 Fiches Carrier. A microfilm reader for the Recorder's Office.
120712 Interior Solutions	Service Agreement No. 120712 with Interior Solutions	$9,323.00	12-19-12 to 03-19-13	12-19-12	Expires	Repairs to the Clerk of the Court vault. Contractor is certified to repair and install the rolling filing system that is currently in the vault.
High Desert Humane Society	Lease Agreement with High Desert Humane Society	$6,000.00	07-01-12 to 06-30-13	12-19-12	Option to extend for two (2) one (1) year periods	The Gila County Animal Shelter will lease from the High Desert Humane Society, the building and kennels at 700 Shelter Lane in Globe, AZ.
091511-1 Traffic Safety, Inc.	Amendment No. 1 to Contract 091511-1 with Traffic Safety	Not to Exceed $25,000.00	12-20-12 to 12-19-13	12-19-12	Option to extend for one (1) one (1) year period	On 12-20-11, Traffic Safety was the successful low bidder to a pavement marking contract. The original term of the contract expired on 12-19-12. The County has the option to renew for two (2) one (1) year periods. This renews the contract through 12-19-13.
121711 Yellow Jacket Drilling Services	Amendment No. 1 to Contract 121711 with Yellow Jacket Drilling Services	Not to Exceed $5,000.00	01-01-13 to 12-31-13	12-19-12	Option to extend for one (1) one (1) year period	On 01-08-12, Gila County entered into a contract with Yellow Jacket Drilling Services to purge well water from two wells at the Russell Gulch Landfill for ADEQ testing. The original term of the contract expired on 12-31-12. The County has the option to renew for two (2) one (1) year periods. This renews the contract through 12-31-13.

December 17, 2012, to December 21, 2012 (continued)

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121712-1 Mountain Retreat Builders	Weatherization Agreement No. 121712-1 with Mountain Retreat Builders	$1,890.60	12-10-12 through 12-31-12	12-19-12	Expires	Weatherization Project No. HH#6222-Replace hot water heater, and install new shut off valves for the stove, dryer and heater in living room.
343-83301573 DLT Solutions	Contract 343-83301573 with DLT Solutions	$5,899.72	12-15-12 to 12-14-13	12-19-12	Expires	Annual subscription renewal for Public Works standard drafting software.

December 24, 2012, to December 28, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Lease Option C Pitney Bowes	Lease Option C Agreement with Pitney Bowes	$27,511.20	02-20-13 to 02-20-18	12-26-12	Expires	Replaces obsolete postage equipment in an all inclusive lease package at a fixed rate for equipment, maintenance and unlimited training.
122112 Mountain Retreat Builders	Weatherization Agreement No. 122112 with Mountain Retreat Builders	$10,220.20	12-10-12 to 02-26-13	12-26-12	Expires	Weatherization Project No. HH#6538-Replace furnace and venting, install 2 ton evap. Remove old furnace and evap. New floor grills throughout.
122112-1 Mountain Retreat Builders	Weatherization Agreement No. 122112-1 with Mountain Retreat Builders	$11,842.28	12-10-12 to 02-26-13	12-26-12	Expires	Weatherization Project No. HH#5406-Replace furnace and venting, install 2 ton evap. Remove old furnace and evap. Duct seal all floor registers, boots and existing ducting.
121312 C.L. Williams Consulting	Contract No. 121312 with C.L. Williams Consulting	$24,374.00	12-26-12 to 04-30-13	12-26-12	Expires	Contractor to quantify drainage problems which effect the County roads in the Riverside Acres subdivision, as well as propose alternative solutions and associated costs.

December 24, 2012, to December 28, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Payson First Assembly of God Church	Amendment No. 2 to Building Use Agreement with Gila County d/b/a Gila Employment Special Training & Payson First Assembly of God Church	$3,000.00	01-01-13 to 12-31-13	12-26-12	Option to renew for one (1) more one (1) year term	The building is used to facilitate daily activities and events for the G.E.S.T. Day Training for Adults program in order to comply with rules and regulations of DES Division of Developmental Disabilties.

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)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 111512

PROVIDE FIRE INSPECTIONS AND REPORTS AT VARIOUS GILA COUNTY LOCATIONS

THIS AGREEMENT, made and entered into this 05th day of December, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities Management Manager or designee.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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 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, Attention: Jeannie Sgroi, 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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall

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

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires sixty (60) days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$4,148.00** for completion of the projects as 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. 111512 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: 12/5/12

ADVANCED CONTROLS CORPORATION

Authorized Signer

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

ATTACHMENT "A"

Advanced
Controls
Corporation
626 W. Flores Street
Tucson, Arizona 85705-5438
(520) 620-6656
Fax: (520) 620-6676

PROPOSAL

DATE: 10/18/2012

Project: FA Inspections,
Gila County, Multi Bldgs

TO: Gila County
Attn David Hom
1400 E Ash Street
Globe, AZ 85501

This proposal is to provide complete Fire Inspections and reports for the following buildings / locations:

- 3 Steel Buildings including Admin Bldg and (2) adjacent maintenance bldgs - $717.00
- Central Heights Building** - $1,037.00
  Price based on being done during normal work hours. If inspection needs to be done after hours or on a Saturday, quoted price would increase
- Gila County Jail - $1,357.00
- Juvenile Detention - $1,037.00

The total price for the above listed proposal is $4,148.00 excluding any applicable taxes.

Thank you for requesting this proposal. Please call should you have questions.

This proposal is hereby accepted and Advanced Controls is authorized to proceed with the work; subject, however to credit approval by Advanced Controls Corporation

GILA COUNTY
Purchaser – Company Name

Signature

Name: DON E. McDANIEL JR.

Title: COUNTY MANAGER

Date: 12/5/12

This proposal is valid until:

11-17-2012

ADVANCED CONTROLS

Signature

Name: Keenan Witt

Title: Technician

Customer P.O.: _____ License #ROC150821 & ROC170233 & ROC256016

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
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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 111512-1

PANEL REPLACEMENT AND REPAIRS – ROOSEVELT SUB-STATION

THIS AGREEMENT, made and entered into this 05th day of December, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities Management Manager or designee.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein. There will be a one (1) year warranty on parts and installation.

Contractor Fee's: Refer to Attachment "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 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, Attention: Jeannie Sgroi, 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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees

working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$600.00** for completion of the projects as 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. 111512-1** 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: 12/5/12

ADVANCED CONTROLS CORPORATION

Authorized Signer

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

ATTACHMENT "A"

Advanced
Controls
Corporation
626 W. Flores Street
Tucson, Arizona 85705-5438
(520) 620-6356
Fax: (520) 620-6676

PROPOSAL

DATE: 11/05/2012

Project: Panel replacement and repairs, Roosevelt Sub-Station

TO: Gila County
Attn David Hom
1400 E Ash Street
Globe, AZ 85501

This proposal is to provide for labor and materials for repairs and replacement of the Fire-Lite MS-4 Fire Panel at the Gila County Roosevelt Sub-Station

The total price for the above listed proposal is $600.00 excluding any applicable taxes.

Thank you for requesting this proposal. Please call should you have questions.

This proposal is hereby accepted and Advanced Controls is authorized to proceed with the work; subject, however to credit approval by Advanced Controls Corporation

GILA COUNTY
Purchaser – Company Name

Signature

Name: DON E. MCDANIEL, JR.

Title: COUNTY MANAGER

Date: 12/5/12

Customer P.O.: _____

This proposal is valid until:

12/05/2012

ADVANCED CONTROLS

Signature

Name: Keenan Witt

Title: Technician

AGREEMENT FOR THE INTERCONNECTION OF CUSTOMER'S GENERATION FACILITY TO THE APS DISTRIBUTION SYSTEM BETWEEN ARIZONA PUBLIC SERVICE COMPANY AND GILA COUNTY

APS AGREEMENT NO. 18703

AGREEMENT FOR THE INTERCONNECTION
OF CUSTOMER'S GENERATION FACILITY
TO THE APS DISTRIBUTION SYSTEM
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

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AGREEMENT
FOR THE INTERCONNECTION
OF CUSTOMER'S GENERATION FACILITY
TO THE APS DISTRIBUTION SYSTEM
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

1. PARTIES

This Agreement for the interconnection of Customer's Generation Facility to the APS Distribution System (hereinafter referred to as "Agreement" or "Interconnect Agreement") is entered into as of the 30th day of November, 2012, (the "Effective Date") by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (hereinafter called "APS") and GILA COUNTY, (hereinafter called "Customer"). APS and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

2. RECITALS

This Agreement is entered into in respect to the following facts and considerations, all of which are considered to be an essential part of the terms and conditions, which follow:

2.1 Customer intends to invest in, construct, own, lease, maintain and/or operate a Generating Facility ("GF"), which will be operated in electrical parallel with APS' electric distribution system ("the APS System").

2.2 The GF shall be permanently located at 5515 Apache Ave., Globe (the "Property"), and shall be ready to operate in electrical parallel on or about December 14, 2012.

2.3 The specifications of the GF are described as follows:

Type: PV Powered – PVP75, PVP100

Fuel or Energy Source: Photovoltaic

Unit Nameplate Output Rating: (1) 75 kW, (1) 100 kW

No. of Units: 2

Total Nameplate Output of all Units: 175 kW

2.4 APS and Customer intend to interconnect their respective facilities and systems in order that Customer may operate its GF in electrical parallel with the APS System. Such interconnection and parallel operation shall be undertaken in accordance with the terms and conditions of this Agreement.

Customer intends to net meter excess generation with APS.

2.5 The electric service supplied under this Agreement shall be in the form of three phase alternating current at approximately 60 Hertz and approximately 277/480 volts.

2.6 In the event upgrades to the APS System are required, the Parties will enter into a Construction Agreement that will address, among other things, the costs of any such upgrades to accommodate the interconnected operation of Customer's GF as contemplated by this Agreement and the allocation of responsibility for such costs.

3. AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings specified:

4.1 Agreement: This Agreement (also referred to as "Interconnection Agreement") titled "Agreement for the Interconnection of Customer's Generation Facility to the APS Distribution System between Arizona Public Service Company and Gila County." together with other exhibits attached hereto and incorporated herein by specific reference.

4.2 APS Interconnection Requirements Manual: The APS document titled "Interconnection Requirements for Distributed Generation", which outlines APS' interconnection requirements to interconnect a GF to the APS System.

4.3 The APS System: Refers to APS' electric distribution system.

4.4 Cogeneration Facility: Any facility that sequentially produces electricity, steam or forms of useful energy (e.g., heat) from the same fuel source and which are used for industrial, commercial, heating, or cooling purposes.

4.5 Customer: A Customer is considered to be an APS account holder ("APS Customer of Record") that receives electric service from APS and also generates electricity at the Property receiving such electric service.

4.6 Disconnect Device: A Disconnect Switch or a rack-out circuit breaker acceptable to APS to electrically isolate the Customer's GF from the APS System.

4.7 Disconnect Switch: A visible open disconnect device that the Customer is required to install and maintain in accordance with the requirements set forth in the APS Interconnection Requirements Manual and this Agreement. It will completely isolate the Customer's Generating Facility from the APS System, including the Utility metering equipment located at the SES.

4.8 ESRM: Refers to APS' Electric Service Requirements Manual, available at http://www.aps.com/files/_files/pdf/ESPServices/ESRM.pdf.

4.9 Generating Facility (GF): All or part of the Customer's electrical generator(s) or inverter(s), together with the interconnection facilities and all protective, safety, and associated equipment and improvements which Customer installs and which are necessary to interconnect the GF to the APS System and generate electric power. The GF shall comply with APS' ESRM, the APS Interconnection Requirements Manual and the requirements set forth in this Agreement. A GF shall be understood to include any Qualifying Facility (QF) under this Agreement.

4.10 Generator: An induction or synchronous machine or static inverter used to produce electrical power.

4.11 Minimum Protective Devices and Relays:
The minimum required protective relaying and/or safety devices or requirements specified in the APS Interconnection Requirements Manual, for the purpose of protecting the APS System from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's GF. Minimum Protective Devices and Relays shall not be construed to include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's GF or facilities; such shall be the sole responsibility of the Customer.

4.12 OSHA: Occupational Safety and Health Administration. See www.osha.com.

4.13 Point(s) of Interconnection: The physical location(s) where APS' service conductors are connected to Customer's service conductors or bus to allow parallel operation of Customer's GF with the APS System.

4.14 Property – Has the meaning set forth in Section 2.2.

4.15 Qualifying Facility (QF): Any Cogeneration or Small Power Production Facility that meets the criteria for size, fuel use, efficiency, and ownership as promulgated in 18 CFR, Chapter I, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations, as amended.

4.16 Rotating Machine: An induction or synchronous machine used to generate electric power.

4.17 Small Power Production Facility: A facility that uses primarily biomass, waste, or renewable resources, including wind, solar, and water to produce electric power.

4.18 Static Inverter: An electronic device used to convert direct current (DC) power into alternating current (AC) power.

4.19 UL: Underwriters Laboratories Inc. See www.ul.com.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the Effective Date specified in Section 1 and shall remain in effect thereafter unless and until (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another interconnection agreement, (c) it is terminated by either Party pursuant to a Default of this Agreement as specified in Section 17 hereof, (d) upon termination of electric service to the Customer , or (e) it is superseded by another interconnection agreement between the Parties with respect to the GF. Upon termination of this Agreement, Customer shall immediately permanently lock open the Disconnect Switch and shall be responsible for ensuring that the electrical conductors connecting the GF to Customer's distribution system or the APS System are immediately lifted and permanently removed, so as to preclude any possibility of interconnected operation in the future. In the event Customer fails to do so, APS shall have the right to enter the premises where the GF and its related facilities are located in order to permanently lock open the Disconnect Switch or disconnect service, without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection. APS reserves the right to inspect the Customer's facility to verify that the GF is permanently disconnected.

6. INTERCONNECTION FACILITIES AND POINT(S) OF INTERCONNECTION

Customer is responsible for and shall pay for all facilities required to be installed solely to interconnect Customer's GF to the APS System including, but not limited to, connection, transformation, switching, protective relaying, metering and safety equipment, including a Disconnect Switch, in the manner shown and marked as such on the attached Appendix A, incorporated herein by this reference. All such facilities are to be installed by Customer at Customer's sole expense. During the term of this Agreement Customer shall maintain the GF, connection facilities, and all other materials required hereunder in a safe and in good operating condition.

7. NOTICES

All written notices pursuant to this Agreement shall be delivered by registered or certified mail including express overnight courier service, postage prepaid, return receipt requested, or by electronic mail (scanned PDF image) at the address of the Party set forth below as follows:

To APS:

Arizona Public Service
Attn: Renewable Energy Delivery
P.O. Box 53933, MS 3298
Phoenix, AZ 85072-3933

Telephone: 602-371-6160
Email: commercial-renewables@aps.com

To Customer:

Gila County
Attn: Diana Jones
1400 E. Ash St.
Globe, AZ 85501

Telephone: 928-402-8516
Email: djones@co.gila.az.us

Either Party may change its address by providing written notice given to the other Party in the manner provided above. Any such notice shall be deemed to have been duly given and served on the date which is three (3) business days after the date deposited in the United States mail in accordance with this section 7, or on the date of receipt, if delivered by express overnight courier service or electronic mail.

8. ENTIRE AGREEMENT

8.1 This Agreement and the documents attached hereto or referenced herein constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. In the event of a conflict among the provisions of this Agreement and an attached or referenced document, this Agreement shall govern. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

8.2 The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

9. CUSTOMER'S OBLIGATIONS

9.1 Customer shall not commence interconnected operation of the GF with the APS System until the GF has been inspected by an authorized APS representative and written notification is received from APS allowing the GF to commence parallel operation with the APS System.

Customer shall give at least five (5) business days' written notice to APS when initial startup is to begin. APS shall have the right to have a representative present during initial energizing and testing of Customer's GF.

9.2 Customer shall design, install, operate and maintain:

9.2.1 The GF in accordance with the requirements of all applicable construction and safety codes, laws and governmental agencies having jurisdiction, and in accordance with the requirements set forth in the ESRM, the APS Interconnection Requirements Manual, and the terms and conditions of this Agreement.

9.2.2 Control and protective devices, in addition to the Minimum Protective Devices and Relays as required by the APS Interconnection Requirements Manual, in order to protect the APS System, and to protect the GF from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such protective devices shall promptly disconnect the GF from the APS System in the event of a power outage on the APS System.

The GF shall be operated with all of the protective relaying, and any Customer operating procedures and switching apparatus in service whenever the GF is connected to, or is operated in parallel with, the APS System.

9.2.3 An acceptable visibly "open" isolation point will be provided and installed by the Customer on the Customer's side of the service entrance meter

section, to electrically isolate the Customer-owned facilities from all APS electric service equipment in order to establish a safe work area for APS personnel.

The isolation point will comprise a load break Disconnect Device and shall be capable of being locked in a visibly "open" position by a standard APS padlock, and shall be installed in a place so as to provide easy and unrestricted accessibility to APS personnel on a 24-hour basis. APS shall have the right to lock open the Disconnect Device without notice to Customer, or require Customer to lock open, the Disconnect Device when interconnected operation of the GF with the APS System could adversely affect the APS System, or endanger life or property, or upon termination of this Agreement.

Customer will be required to electrically isolate the GF from the APS System at the time of install and in the event that APS needs to perform subsequent maintenance on its equipment in the metering compartment, or electric service equipment.

When an electrical clearance is required by APS and the APS electric service to Customer is at a phase to phase voltage of greater than 500 V, Customer shall provide personnel and equipment on site to open the Disconnect Switch so as to provide a visible open, groundable (on the utility side) and lockable isolation point acceptable to APS personnel.

9.2.4 Interconnection facilities on Customer's premises as may be required to deliver power from Customer's GF to the APS System at the Point of Interconnection, and all equipment downstream (Customer's side) of the Customer's service entrance section.

9.2.5 Where the applicable rate schedule or other APS requirement and/or agreement requires meter(s) to be installed to record the output of the GF generator(s), Customer will provide, at its expense, a dedicated phone line to each such meter and also to the GF service entrance section utility meter(s) and/or sub meters if necessary. Each dedicated phone line is to be landed on the APS-provided telephone interface module, normally located within two feet of the meter.

9.3 The electrical output of Customer's GF shall not contain harmonic content, which may cause disturbances on or damage to the APS System or equipment, or other third parties' systems, such as but not limited to computer, telephone, communication and other sensitive electronic or control systems.

9.4 Customer shall exercise reasonable care to assure that the electrical characteristics of its load and its GF, such as deviation from sine wave form or unusual short interval fluctuations in power demand or production, shall not be such as to result in impairment of service to other APS customers or in interference with operation of computer, telephone, television or other communication systems or facilities. The current imbalance for a three phase system, as measured at the Customer's service entrance section shall not be

greater than ten percent (10%) at any time. When the GF acts as a net load to the APS System, the power factor of the net load, as measured at the Point of Interconnection, shall not be less that 90% lagging, but shall not be leading, unless agreed to in writing in advance by an authorized representative of APS.

9.5 Customer shall protect, operate and maintain the GF in accordance with those practices and methods, as they are amended or changed from time-to-time that are commonly used in prudent engineering and electric utility operations prevailing in the general region when the GF is installed and shall operate and maintain the GF lawfully in a safe manner and non-hazardous condition.

9.6 Customer shall submit to APS, for APS review and written approval, written equipment specifications, and detailed plans of the interconnections facilities, control and protective devices and settings, and facilities as specified in the APS Interconnection Requirements Manual, as may be revised from time to time, for the design, installation and operations of its GF prior to their actual installation.

9.7 Following APS written approval of Customer's proposed GF and associated facilities, neither Customer nor its successors or assigns shall remove, alter or otherwise modify or change the equipment specifications, including, without limitation, the plans, control and protective devices or settings, and in general the GF's system specifications configuration or any facilities appurtenant thereto. If Customer desires to make such changes or modifications, Customer shall resubmit to APS plans describing said changes or modifications for approval by APS. No such change or modification may be made without the prior written approval of APS.

9.8 If Customer utilizes the APS System to facilitate start-up of its GF, the voltage flicker level shall not exceed APS standards in effect from time to time during the term of this Agreement.

9.9 Customer shall obtain and maintain all required permits and inspections indicating that Customer's GF complies with local and other applicable construction and safety codes.

9.10 In the event that APS provides more than one point of electrical service delivery to Customer's Property, then Customer shall (a) have controls and/or operating procedures in place that are acceptable to APS to ensure that APS' points of delivery are never connected together or electrically paralleled in anyway; and (b) ensure that the GF is never connected to an electrical service other than the one specified in this Agreement.

9.11 The Parties acknowledge that Customer may transact with one or more third parties in connection with the interconnection, operation and/or ownership of the GF. Such third parties may include but shall not be limited to investors, owners, lessors, lessees, or operators of the GF, property owner(s), or a third party APS retail electric customer of record, and any transferee thereof. Customer shall inform all such third parties of the requirements of this Agreement for the interconnection and operation of the GF and shall ensure that such third parties: (i) comply with the terms of this Agreement, specifically including, but not limited to,

the obligations set forth in this Section 9; and (ii) do not take actions that interfere with performance of the Agreement by APS or Customer. In the event that the action or inaction of any third party causes, in whole or in part, any noncompliance by Customer with the terms of this Agreement, Customer shall remain liable for such noncompliance as if were caused solely by the action or inaction of Customer and APS shall be entitled to pursue against Customer all remedies available to APS at law or in equity, including but not limited to those set forth in Section 17.

10. MUTUAL UNDERSTANDINGS

10.1 At its sole cost, APS shall be allowed to install on Customer's premises, at a location mutually agreed to by the Parties, any instrumentation equipment for research purposes. Such equipment shall be owned, furnished, installed and maintained by APS. The installation, operation and maintenance of such equipment shall not interfere with Customer's use and operation of its premises, but Customer shall afford APS continuing access to this equipment consistent with the requirements of APS' tariffs.

10.2 APS' approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of Customer's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.

10.3 Customer acknowledges that the third party contractors that Customer uses to provide, install or maintain its GF ("Third Party Contractors") are not agents, contractors, or employees of APS. Certain Third Party Contractors may use APS trademarks or logos, such as but not limited to the logo "APS Qualified Solar Installer," to promote various APS incentive or referral programs, or to indicate such Third Party Contractor is qualified to participate in such APS programs. However, customer understands and agrees that the Third Party Contractor is retained by Customer as an independent contractor and that the Third Party Contractor is solely responsible for the goods, equipment, materials and all services provided by the Third Party Contractor to Customer for the GF. Customer hereby indemnifies, releases and holds APS, its officers, directors, employees, agents, representatives, affiliates, successors and assigns harmless from any liability, damage, cost, or expense, including reasonable attorneys' fees and legal costs, that arise out of or result from the Third Party Contractor's sale or use of goods, equipment, materials or its performance of services.

10.4 APS (including its employees, agents and representatives) shall have the right to enter Customer's premises at all reasonable times to (a) inspect Customer's GF, protective devices, and to read or test instrumentation equipment that APS may install, provided that as reasonably possible, notice is given to Customer prior to entering its premises; (b) maintain or repair APS equipment; (c) immediately and without prior notice disconnect or cause Customer to immediately disconnect, the GF or otherwise render the GF disconnected from the APS system (including by opening the Disconnect Switch) if, in APS' opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the APS System or other customers' or third parties' property and facilities from damage or

interference caused by Customer's GF, or improperly operating protective devices; (d) open, or cause to be opened/verify opened, the Disconnect Switch if an operating clearance is required by APS personnel.

10.5 If, at any time, APS should have reason to question the integrity of any of the GF protective and switching apparatus and believes that such loss of integrity may impair the operation of the APS' System, Customer, or its grantee, lessee, licensee, GF System Owner and/or Operating Entity shall demonstrate, to APS' reasonable satisfaction, the correct calibration and operation of the equipment in question. The demonstration shall be coordinated with Customer and APS.

10.6 APS will not install and maintain any lines or equipment on Customer's side of the Point of Interconnection except its metering and telecommunication equipment and, at its option research equipment. For the mutual protection of Customer and APS, only authorized employees of APS are permitted to make and energize the service connection between the APS System and the Customer's service entrance conductors. Such employees carry credentials, which they will show to Customer upon request.

10.7 Notwithstanding any other provisions of this Agreement, APS shall have the right to unilaterally file with the Arizona Corporation Commission (the ACC), pursuant to the ACC's rules and regulations, an application for a change in requirements, charges, classification, or service, any rule, regulation or agreement relating hereto.

11 ADDITIONAL TERMS AND CONDITIONS

11.1 In addition to the interconnection facilities and equipment provided for in Section 9 of this Agreement and additional safety equipment, Customer shall install, or cause to be installed, and will maintain the following Minimum Protective Devices and Relays on the GF:

11.1.1 Static inverters shall be tested and certified to UL *Standard for Inverters, Converters and Controllers for use in Independent Power Systems,* UL 1741, by a Nationally Recognized Testing Laboratory (NRTL) certified by OSHA to perform the UL1741 test standard.

11.1.2 Such other equipment as specified in this Agreement, or as may mutually be agreed upon by the Customer and APS from time to time during the term of this Agreement and any extensions thereof.

11.2 In the event APS or its authorized agents lock open, or cause to be locked open, the Disconnect Switch, Customer shall not remove or tamper with such lock.

11.3 Customer shall, at the time of the APS site inspection, perform a shutdown test of the inverter(s) to ensure that they shut down upon simulated loss of the utility source.

12. SUCCESSORS AND ASSIGNS

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of APS, for collateral security purposes to aid in providing financing for the GF, provided that Customer shall provide notice to APS no less than thirty (30) days prior to the execution of any such assignment. In order to constitute a valid assignment without APS' consent, any financing arrangement entered into by Customer pursuant to this section must provide that at least thirty (30) days prior to the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee must notify APS of the date and particulars of any such exercise of assignment right(s), including providing APS with proof that it meets the requirements of Section 22. Any attempted assignment that violates this article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

13. EFFECT OF SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience only, and shall not be construed as interpretations of text.

14. INDEMNITY

To the extent permitted by law, each Party to this Agreement will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind or nature arising from personal injury (including without limitation, death) and/or tangible property damage or loss except this indemnity shall not extend or apply to such claims, damages and actions resulting from the sole negligence or willful or intentional acts or omissions of the indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona applicable to contracts entered into and to be performed solely within such state, without reference to its principles governing conflicts of laws.

16. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay sums to be paid by it hereunder, and other costs and expenses) when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall be any cause beyond which, by exercise of due diligence such Party could not reasonably have been expected

to avoid or control, and which by exercise of due diligence it shall be unable to overcome or control, including, but not restricted to, substantial failure of or threat of substantial failure of facilities, flood, earthquake, tornado, severe storm, fire, lightning, epidemic, war, terrorism, riot, civil disturbance or disobedience, strikes, shortages in labor, materials or supplies, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

17. EVENTS OF DEFAULT; REMEDIES

A Party shall be in default under this Agreement or any Schedule entered into pursuant thereto, in the event of a breach of any term or condition under the Agreement or the applicable Schedule, which breach is not cured within thirty (30) days after receipt of written notice of such breach, provided that: (i) if such breach is not capable of cure within thirty (30) days and the defaulting Party gives notice of the same to the non-defaulting Party, commences a cure within such thirty (30) day period and diligently pursues such cure, the defaulting Party shall be allowed such additional time as is reasonably necessary to complete the cure, not to exceed ninety (90) days; and (ii) in the case of a default by Customer which, in APS' reasonable judgment, poses a risk of danger to persons or property, Customer shall be obligated to cure such default within five (5) days after receipt of written notice of such breach, with no additional time to cure in any event. Nothing herein, however, shall operate to modify or limit APS' rights pursuant to Section 10.3 to disconnect the GF for reasons included therein during any cure period provided in this Section 17.

If a default is not cured as provided in this Section 17, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

Notwithstanding any provision herein to the contrary, EACH PARTY'S LIABILITY WITH RESPECT HERETO SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. APS shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of the APS System. This limitation on damages survives the expiration or termination of this Agreement. Upon termination of this Agreement, Customer shall immediately permanently lock open the visible blade Disconnect Switch. In the event Customer fails to do so, APS shall have the right to enter the Property in order to permanently lock open the Disconnect Switch or disconnect service without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection.

18. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

19. WAIVER

The failure by either Party hereto to require strict performance by the other Party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of such Party at any time or times hereafter to demand strict performance thereof, and no waiver shall operate as a waiver of any other right or any right with respect to the same condition on a future occasion.

20. DISPUTE RESOLUTION

20.1 If a dispute arises between the Parties regarding a matter provided for in this Agreement, or a Party's performance of its obligations pursuant to this Agreement, the Parties agree that such dispute will be resolved in the manner prescribed in this Section 20.

20.2 Promptly upon the occurrence of the dispute, the aggrieved Party will notify the other Party in writing (the "**Claimant's Statement**"), setting forth in sufficient detail the basis for the dispute, the aggrieved Party's position and its proposal for resolution of the dispute. Within seven (7) business days following receipt of the Claimant's Statement, the other Party will respond in writing (the "**Responsive Statement**") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.

20.3 Within five (5) business days after the aggrieved Party's receipt of the Responsive Statement, the Parties will meet (either in person or telephonically) and attempt in good faith and expeditiously to negotiate a resolution to the dispute. In attendance for each Party at that session and throughout the dispute resolution procedure described in this Section 20 will be a representative or representatives of each Party who is authorized to act for the Party and resolve the dispute without resort to higher authority.

20.4 In the event such negotiations do not result in a resolution of the dispute within thirty (30) calendar days of the Claimant's Statement, or such other period of time as to which the Parties shall mutually agree, either Party will be entitled to seek appropriate relief in a court of competent jurisdiction.

21. ATTORNEY'S FEES

In the event either Party shall institute legal proceedings under or arising out of this Agreement and obtain a judgment or decree in its favor, including appeal to enforce any

of the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, its reasonable actual attorney's fees, court costs, cost of investigation and other related costs allowed by law.

22. INSURANCE

During the term of this Agreement and any extensions thereof, Customer at its option may elect to maintain public liability and property damage insurance to cover Customer's use, interconnection and operation of the GF as contemplated in this Agreement. Any insurance coverage shall not constitute a limitation of Customer's indemnity under Section 14, Indemnity hereof.

23. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereinabove set forth:

"APS":

Signature: _____

Name: _____

Title: _____

Date Signed: _____

"Customer":

Signature: Don E. McDaniel, Jr.

Name: Don E. McDaniel, Jr.

Title: County Manager

Date Signed: 12/5/12

Estoppel Certificate
(Credit Purchase Agreement)
(5515 Apache Ave., Globe, AZ 85501)

Reference is made to the Solar Renewable Energy Credit Purchase Agreement Grid-Tied Photovoltaic System, dated as of November 15, 2011, as identified on Schedule 1 hereto ("Credit Purchase Agreement"), by and between Arizona Public Service Company ("APS") and Gila County ("Customer") and entered into in connection with the solar energy system installed at the location identified on Schedule 1 hereto (the "Project").

Customer and Tioga Solar Gila, LLC ("Provider") have executed that Power Purchase Agreement, dated as of December 6, 2011, pursuant to which the Provider will construct and operate the Project and sell the electricity from the Project to the Customer. Provider will finance the Project through (i) a construction loan and (ii) a sale-lease back of the Project ((i) and (ii) together, the "Financing Transactions"). APS understands, based solely on information provided either directly by the Customer or through the Provider and without any independent verification by APS, that in order to consummate the Financing Transactions, De Lage Landen Financial Services, Inc. ("Secured Party"), as construction lender and collateral agent with respect to the sale-leaseback transaction, requires confirmation and agreement by APS as to certain matters related to the Credit Purchase Agreement and the Interconnection Agreement. Based on the foregoing, APS hereby confirms and agrees that, as of the date of execution of this Estoppel Certificate:

1. A copy of the Credit Purchase Agreement, together with any amendments, is attached hereto as Exhibit A and constitutes a true and complete copy of the Credit Purchase Agreement.

2. The Credit Purchase Agreement is in full force and effect and has not been modified or amended in any way except as shown on the instruments attached hereto as Exhibit A, and constitutes the entire agreement between the Customer and APS relating to the purchase and sale of environmental attributes or Renewable Energy Credits (as that term is defined in the Credit Purchase Agreement) generated by the Project.

3. APS has not received any written notice from the Customer or its designee that APS is a Defaulting Party under the Credit Purchase Agreement (as that term is defined therein). For all purposes of the Credit Purchase Agreement, Customer's designee is the Provider. To APS's Knowledge, neither the Customer nor its designee is a Defaulting Party under the Credit Purchase Agreement. To APS's Knowledge, no other facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by APS or the Customer or its designee under the Credit Purchase Agreement. For purposes of this Estoppel Certificate, "APS's Knowledge" shall mean the current, actual knowledge of APS employees who serve in a supervisory capacity and whose job duties specifically include management of the Credit Purchase Agreement.

4. APS agrees to provide to Secured Party a copy of any notice provided by APS to Customer or its designee with respect to any Event of Default by Customer or its designee under the Credit Purchase Agreement (in each case simultaneously with such notice being provided to Customer or its designee). APS also agrees that the Secured Party shall have the right (but not an obligation) to cure the same on behalf of Customer or its designee within the time periods, if any, provided for in the Credit Purchase Agreement.

5. APS is further hereby notified to make all payments and amounts APS is obligated to pay under the Credit Purchase Agreement on and after the effective date hereof directly to the following account:

Bank Name: Rabobank N.A.
Account Number: 9877018001
ABA Number: 122238420
For Credit to: Tioga Solar Gila, LLC
Reference: [Credit Purchase Agreement Payment for "Month"]
Attn: Tioga Solar Gila, LLC Revenue Account

6. Notwithstanding the foregoing or anything in the Credit Purchase Agreement to the contrary, all amounts payable by APS under the Credit Purchase Agreement shall be paid directly to the Secured Party for deposit to another account Secured Party may designate in writing (a "Redirect Notice") to APS from time to time (upon at least twenty (20) days' prior written notice). Customer, Provider, and Secured Party, by their signatures below, acknowledge and agree that APS may rely upon and act in accordance with a Redirect Notice given by Secured Party pursuant to this Certificate without the requirement of any further consent or agreement by Customer or Provider.

7. Secured Party agrees that it will notify APS when Customer's and Provider's obligations under the Financing Transactions (or any refinancing thereof) have been fully satisfied, by sending written notification as follows:

APS Renewable Energy Incentive Program
Mail Station 9649
P.O. Box 53999
Phoenix, AZ 85072-3999

Following such notification, APS's obligations hereunder shall terminate and be of no force or effect. In addition, upon termination or expiration of the Credit Purchase Agreement for any reason (after giving effect to the provisions of this Estoppel, as applicable), APS's obligations hereunder shall terminate and be of no force or effect with respect to the expired or terminated Credit Purchase Agreement.

8. The person executing this certificate on behalf of APS has the power and authority to execute this certificate.

9. This certificate may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the

same document. Signature pages may be detached from the counterparts and attached to a single copy of this certificate to physically form one document.

10. All notices or other communications given, delivered or to be made under this Estoppel Certificate to the Secured Party shall be in writing and delivered to the following address in accordance with the terms of the Credit Purchase Agreement:

De Lage Landen Financial Services, Inc.,
c/o Clean Technology/De Lage Landen Financial Services
1111 Old Eagle School Road
Wayne, Pennsylvania 19087
Attention: Ann Hardy, Director, Sales, Clean Technology
Telephone: 1 610 386 3845
Email: a.hardy@delagelanden.com

By their signatures below, Customer, Provider, and Secured Party accept the foregoing certifications and agree to maintain the confidentiality of the information contained in the Credit Purchase Agreement and the Interconnection Agreement in accordance with the terms of such agreements.

(remainder of page left intentionally blank, signature pages follow)

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By _____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By: _____
Name: DON E. McDANIEL, JR.
Title: COUNTY MANAGER

TIOGA SOLAR GILA, LLC, as Provider

By: _____
Name: _____
Title: _____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By_____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By:_____
Name:_____
Title:_____

TIOGA SOLAR GILA, LLC, as Provider

By:_____
Name: Marc Roper
Title: Vice President

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By:_____
Name: _____
Title: _____

By:_____
Name:_____
Title:_____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By_____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By:_____
Name:_____
Title:_____

TIOGA SOLAR GILA, LLC, as Provider

By:_____
Name:_____
Title:_____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By:_____
Name: MARK McGOVERN
Title: VP & GM CLEAN TECHNOLOGY

By:_____
Name:_____
Title:_____

Schedule 1

Credit Purchase Agreement Identification Number
and Project Address

Credit Purchase Agreement Identification Number: APS Contract No. 18703.

Project Address: 5515 Apache Ave., Globe, AZ 85501

EXHIBIT A

Credit Purchase Agreement

Estoppel Certificate
(Credit Purchase Agreement)
(1400 E. Ash St., Globe, AZ 85501)

Reference is made to the Solar Renewable Energy Credit Purchase Agreement Grid-Tied Photovoltaic System, dated as of June 28, 2011, as identified on Schedule 1 hereto ("Credit Purchase Agreement"), by and between Arizona Public Service Company ("APS") and Gila County ("Customer") and entered into in connection with the solar energy system installed at the location identified on Schedule 1 hereto (the "Project").

Customer and Tioga Solar Gila, LLC ("Provider") have executed that Power Purchase Agreement, dated as of October 3, 2011, and amended by that Amendment No. 1, dated as of December 6, 2011, and that Amendment No. 2 dated as of September 4, 2012, pursuant to which the Provider will construct and operate the Project and sell the electricity from the Project to the Customer. Provider will finance the Project through (i) a construction loan and (ii) a sale-lease back of the Project ((i) and (ii) together, the "Financing Transactions"). APS understands, based solely on information provided either directly by the Customer or through the Provider and without any independent verification by APS, that in order to consummate the Financing Transactions, De Lage Landen Financial Services, Inc. ("Secured Party"), as construction lender and collateral agent with respect to the sale-leaseback transaction, requires confirmation and agreement by APS as to certain matters related to the Credit Purchase Agreement and the Interconnection Agreement. Based on the foregoing, APS hereby confirms and agrees that, as of the date of execution of this Estoppel Certificate:

1. A copy of the Credit Purchase Agreement, together with any amendments, is attached hereto as Exhibit A and constitutes a true and complete copy of the Credit Purchase Agreement.

2. The Credit Purchase Agreement is in full force and effect and has not been modified or amended in any way except pursuant to Section 3 below and as shown on the instruments attached hereto as Exhibit A, and constitutes the entire agreement between the Customer and APS relating to the purchase and sale of environmental attributes or Renewable Energy Credits (as that term is defined in the Credit Purchase Agreement) generated by the Project.

3. Pursuant to Section 6 of the Credit Purchase Agreement, the Parties agree and acknowledge that the Contract Quantity shall be amended to be 323,040 kWh; provided however, the Provider agrees and acknowledges that the amended Contract Quantity falls within the Amendment Deadband, as that term is defined in the Credit Purchase Agreement.

4. APS has not received any written notice from the Customer or its designee that APS is a Defaulting Party under the Credit Purchase Agreement (as that term is defined therein). For all purposes of the Credit Purchase Agreement, Customer's designee is the Provider. To APS's Knowledge, neither the Customer nor its designee is a

Defaulting Party under the Credit Purchase Agreement. To APS's Knowledge, no other facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by APS or the Customer or its designee under the Credit Purchase Agreement. For purposes of this Estoppel Certificate, "APS's Knowledge" shall mean the current, actual knowledge of APS employees who serve in a supervisory capacity and whose job duties specifically include management of the Credit Purchase Agreement.

5. APS agrees to provide to Secured Party a copy of any notice provided by APS to Customer or its designee with respect to any Event of Default by Customer or its designee under the Credit Purchase Agreement (in each case simultaneously with such notice being provided to Customer or its designee). APS also agrees that the Secured Party shall have the right (but not an obligation) to cure the same on behalf of Customer or its designee within the time periods, if any, provided for in the Credit Purchase Agreement.

6. APS is further hereby notified to make all payments and amounts APS is obligated to pay under the Credit Purchase Agreement on and after the effective date hereof directly to the following account:

Bank Name: Rabobank N.A.
Account Number: 9877018001
ABA Number: 122238420
For Credit to: Tioga Solar Gila, LLC
Reference: [Credit Purchase Agreement Payment for "Month"]
Attn: Tioga Solar Gila, LLC Revenue Account

7. Notwithstanding the foregoing or anything in the Credit Purchase Agreement to the contrary, all amounts payable by APS under the Credit Purchase Agreement shall be paid directly to the Secured Party for deposit to another account Secured Party may designate in writing (a "Redirect Notice") to APS from time to time (upon at least twenty (20) days' prior written notice). Customer, Provider, and Secured Party, by their signatures below, acknowledge and agree that APS may rely upon and act in accordance with a Redirect Notice given by Secured Party pursuant to this Certificate without the requirement of any further consent or agreement by Customer or Provider.

8. Secured Party agrees that it will notify APS when Customer's and Provider's obligations under the Financing Transactions (or any refinancing thereof) have been fully satisfied, by sending written notification as follows:

APS Renewable Energy Incentive Program
Mail Station 9649
P.O. Box 53999
Phoenix, AZ 85072-3999

Following such notification, APS's obligations hereunder shall terminate and be of no force or effect. In addition, upon termination or expiration of the Credit Purchase

Agreement for any reason (after giving effect to the provisions of this Estoppel, as applicable), APS's obligations hereunder shall terminate and be of no force or effect with respect to the expired or terminated Credit Purchase Agreement.

9. The person executing this certificate on behalf of APS has the power and authority to execute this certificate.

10. This certificate may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this certificate to physically form one document.

11. All notices or other communications given, delivered or to be made under this Estoppel Certificate to the Secured Party shall be in writing and delivered to the following address in accordance with the terms of the Credit Purchase Agreement:

De Lage Landen Financial Services, Inc.,
c/o Clean Technology/De Lage Landen Financial Services
1111 Old Eagle School Road
Wayne, Pennsylvania 19087
Attention: Ann Hardy, Director, Sales, Clean Technology
Telephone: 1 610 386 3845
Email: a.hardy@delagelanden.com

By their signatures below, Customer, Provider, and Secured Party accept the foregoing certifications and agree to maintain the confidentiality of the information contained in the Credit Purchase Agreement and the Interconnection Agreement in accordance with the terms of such agreements.

(remainder of page left intentionally blank, signature pages follow)

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By_____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By:_____
Name: DON E. McDANIEL, JR.
Title: COUNTY MANAGER

TIOGA SOLAR GILA, LLC, as Provider

By:_____
Name:_____
Title:_____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By:_____
Name: _____
Title: _____

By:_____
Name:_____
Title:_____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By_____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By:_____
Name:_____
Title:_____

TIOGA SOLAR GILA, LLC, as Provider

By:_____
Name: Marc Roper
Title: Vice President

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By:_____
Name: _____
Title: _____

By:_____
Name:_____
Title:_____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By_____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By:_____
Name:_____
Title:_____

TIOGA SOLAR GILA, LLC, as Provider

By:_____
Name:_____
Title:_____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By:_____
Name: KARL MCGOVERN
Title: VP & GM CLEAN TECHNOLOGY

By:_____
Name:_____
Title:_____

Schedule 1

Credit Purchase Agreement Identification Number
and Project Address

Credit Purchase Agreement Identification Number: APS Contract No. 17914.

Project Address: 1400 E. Ash St., Globe, AZ 85501

EXHIBIT A

Credit Purchase Agreement

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 120612-1

WEATHERIZATION PROJECT NO. HH#8893

THIS AGREEMENT, made and entered into this 12TH day of DECEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#8893, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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 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** or 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** or email to dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor

and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 18,281.72** for completion of the projects as 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. 120612-1 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: 12/12/12

NOBLE BUILDING LLC ~~INC.~~

Signature

Jedidiah Byron Tanenhaus

Print Name

ATTACHMENT "A"

NOBLE BUILDING, L.L.C.

236 W. Thompson Road
PAYSON, AZ 85541

Scope of Work

11/14/2012	Scope #
	488

#15847
206 W. Phoenix Street
Payson AZ 85541
-
HH# 9077

Description
1) Air sealing 2) Attic insulation to R-38 3) Duct sealing 4) Heat pump water heater 5) Heat and A/C: Removal and proper disposal of existing upright LP furnace. Installation of new 95% AFUE gas furnace in attic space and 14.5 SEER air conditioning. Gas furnace will be suspended form roof truss', converted for use with LP gas at high altitude, and have it's own 115V receptacle and service light. Installation includes new thermostat, all necessary low voltage. Existing ducting to be used as necessary and includes duct inspection with new sealant and new supply ducts installed (2) bedrooms and (2) game room. Includes high voltage wiring to A/C, gas line ran to equipment with new shutoff valve and flex connection. Sales Tax-Payson & Gila County

Thank you

Signature _____

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com

ATTACHMENT "A"

NOBLE BUILDING, LLC
236 W. Thompson Road
PAYSON, AZ 85541

Estimate

11/14/2012

#15847
206 W. Phoenix Street
Payson AZ 85541
.
NHS 0077

Description	Total
1) Air sealing	1,970.00T
2) Attic insulation to R-38	4,795.00T
3) Duct sealing	1,970.00T
4) Heat pump water heater	2,350.00T
5) Heat and AC: Removal and proper disposal of existing upright LP furnace. Installation of new 95% AFUE gas furnace in attic space and 14.5 SEER air conditioning. Gas furnace will be suspended form roof truss', converted for use with LP gas at high altitude, and have it's own 115V receptacle and service light. Installation includes new thermostat, all necessary low voltage. Existing ducting to be used as necessary and includes duct inspection with new sealant and new supply ducts installed (2) bedrooms and (2) game room. Includes high voltage wiring to A/C, gas line run to equipment with new shutoff valve and flex connection.	5,110.00T

Thank you

Subtotal	$17,195.00
Sales Tax (6.32%)	$1,086.72
Total	$18,281.72

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material ($45 per hour+ Material+ 15%+ sales tax).
Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances. Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.
Any disputes between the parties shall be resolved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive reasonable attorney's fees, costs and interest.
This written contract constitutes the entire agreement beyween the parties.

except... _____

Phone # (928) 478-9059 Fax # (928) 478-4514 nobiebuildingllc@yahoo.com

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,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY PROFESSIONAL
SUPPORT AGREEMENT NO. GILA-GXY-GL01
Between
GILA COUNTY COMPUTERS SERVICES
and
COMMVAULT SYSTEMS, INC.

AMENDMENT NO. 1

Effective January 18, 2011, Gila County and CommVault Systems, Inc., entered into a support agreement whereby CommVault Systems, Inc. would provide maintenance for the CommVault Galaxy Data Management Software for Disaster Recovery Backup System.

The support agreement automatically renews for one year periods every November unless terminated per the terms of the Support Agreement. Per the terms of the Support Agreement, additional Products shall appear as amendments and/or supplements to Schedule 1 and shall co-terminate with the Term.

Amendment No. 1 increases the annual maintenance fee from $14,955.81 to $20,332.46 (including sales tax) due to the addition of new Products. The Term Date for the Maintenance Renewal is from November 12, 2012 to November 11, 2013.

All other terms, conditions and provisions of the original Support Agreement shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 12TH day of DECEMBER, 2012.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 12/12/12

COMMVAULT

Signature

John Aiello

Print Name

Date: 11/30/12

commvault
solving forward™

CommVault®
Quotation for Gila County Computer Services
Globe, AZ
August 22, 2012

Maintenance Renewal Quotation

Part No.: S-PREM-RNWL

Licensed Components

F4DD6	1	CommServe StorageMgr
	6	Conversion license per TB - upgrade Std Disk Option to Adv Disk
	2	DA-CDR for Windows
	2	DA-Exch DB/MB/PF
	1	DA-IBM AIX
	1	DA-SharePoint Portal
	2	DA-SQL
	4	DA-Virtual Infrastructure Host
	20	DA-Windows Server
	3	DDO
	3	Drive Management Software
	3	Library Management Software
	4	Media Agent (Windows)
ROMS	5	ROMS Client License - PLATINUM
	1	ROMS CommServe
	1	ROMS Media Agent

Pricing

Commvault Software **Premium** Support Coverage:	$ 16,787.51
(24 hours a day, 7 days a week)	
ROMS Renewal	$ 1,764.00
TOTAL AMOUNT DUE FOR PREMIUM COVERAGE:	**$ 18,551.51**

Term Date: 11/12/2012 - 11/11/2013

SUBJECT TO SALES TAX, IF APPLICABLE: PLEASE REMIT UPON RECEIVING INVOICE

****Support will be provided in accordance with CommVault's standard policies, which can be found at http://services.commvault.com/mainadv/index.asp.****

CommVault®
2 Crescent Place
Oceanport, NJ 07757

Service Contracts Department
servicecontracts@commvault.com
P – (888) 746-3849
F – (732) 728-7118

Please inquire about CommVault's multi-year maintenance options.
Contact your contract representative for additional information on how you can save today!!!

11/30/12

commvault solving forward	Remit Payment To: **CommVault Systems, INC.** ATTN: FINANCE DEPARTMENT 2 CRESCENT PLACE OCEANPORT, NJ 07757-0900 (732) 870-4000	**INVOICE:**	**GILA-GXY-GLO1**
		DATE:	**August 22, 2012**

PRO FORMA MAINTENANCE RENEWAL

Bill TO: Gila County Computer Services
1400 East Ash
Globe, AZ 85501

PLEASE DIRECT ALL QUESTIONS TO:
Ben Sheppard
C/O COMMVAULT®
2 CRESCENT PLACE
OCEANPORT, NJ 07757
732-870-4152
SERVICECONTRACTS@COMMVAULT.COM

MTCE TYPE	END USER	CCID(s)	RENEWAL TERM FROM	RENEWAL TERM TO	Renewal Amount
PREMIUM	Gila County Computer Services	F4DD6	11/12/2012	11/11/2013	$ 16,787.51
ROMS	Gila County Computer Services	F4DD6	11/12/2012	11/11/2013	$ 1,764.00
	Sales Tax				$ 1,780.95
				TOTAL DUE FOR PREMIUM MAINTENANCE RENEWAL	$ 20,332.46

- **Support will be provided in accordance with CommVault's standard policies, which can be found at http://services.commvault.com/mainadv/index.asp.**

HOVServices
Exceed Expectations
LASON SYSTEMS INC

Support and Maintenance Agreement

11/13/2012

Installation Location

GILA COUNTY
RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

SADIE DALTON 928 425 3231

Description

Agreement #: 34239CONSVR
Type: Premium Hardware
Amount: $835.00
Effective: 1/19/2013 through 1/18/2014
Payment Terms: Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description	LASON Tag #	Serial #
MINOLTA RP603Z MICROFILM READER PRINTER	10614-18040	31011017
MINOLTA FC5 FICHE CARRIER		6119679

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: _____ P.O. Date: _____

Signature: _____ Date: 12/19/12

Printed Name: DON E. MCDANIEL, JR. Title: COUNTY MANAGER

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

RETURN TO
HOV Services/LASON Service Administration
11850 Hempstead Highway, Suite 270
Houston, TX 77092
Fax: 713-957-4858

Amy Raines
Signature
Authorized HOV Services/LASON Representative

Date 01/19/2013

Ver 2.7

HOVServices
Exceed Expectations
LASON SYSTEMS INC

Support and Maintenance Agreement

11/13/2012

Terms and Conditions

1. This agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover: support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. HOV Services will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads,, pick /feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

Premium Hardware Support and Maintenance Agreement, HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

4.3 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Beltsville Maryland or Anaheim California. All travel expense for such services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

6. This agreement does not cover service, parts, components or repairs due to misuse, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-HOV Services personnel, parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.

7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of this Preventive Maintenance Agreement, Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.

8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are sold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.

9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.

10. At the end of the contract period, HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Service's control. Customer shall receive a minimum of thirty, (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement

11. This agreement constitutes the entire agreement between HOV Services and the Customer No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern this agreement.

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 cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

12/19/12
Date

HOV SERVICES LASON SYSTEMS INC.

Amy Raines
Individual Authorized to Sign

Amy Raines
Print Name

Director of Maint. + Svcs.
Title

12-6-12
Date

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 120712

REPAIRS TO THE CLERK OF THE COURT VAULT
BETWEEN
GILA COUNTY
AND
INTERIOR SOLUTIONS

THIS AGREEMENT, made and entered into this 19TH day of DECEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Interior Solutions**, 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 the services and products listed in the Scope of Work below for the repairs to the Clerk of the Court Vault, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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 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** or 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** or email to dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 9,323.00** for completion of the projects as 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. 120712 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: 12/19/12

INTERIOR SOLUTIONS

Signature

Richard R. Courtright

Print Name

ATTACHMENT "A"

444 W Fairmont Drive * Tempe, AZ 85282
480-413-9626 * Fax 480-413-9656
www.interiorsolutions.net

Monday, September 17, 2012
Quote number: 120-901

Nicole Kavanagh
David Hom
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

Subject: Repair Vault filing and Storage system.

Dear Ms. Kavanagh
Mr. Hom,

Per our meeting in your facility last Thursday, we are pleased to quote you our Spacesaver 4-Post shelving, stationary platforms, and basic repair of your existing filing and storage system. Please refer to our attached print and proposal.

We will remove the existing fixed shelving from the Stacore system, Install two single fixed platforms, on each side of the system, and one double fixed platform in the middle of the system. When we rebuild the shelving, we will replace all the wood shelves with steel shelves and supports.

The stationary shelving outside of the system will then be installed per our attached print. All of the shelving on the walls will be anchored for safety reasons.

All installation will be done by our factory trained personnel. Our Arizona Contractor's license number is ROC183388. If you wish to do this on a weekend, the overtime labor cost would be $590.00.

We thank you for this opportunity to be of service and look forward to working with you on this project.

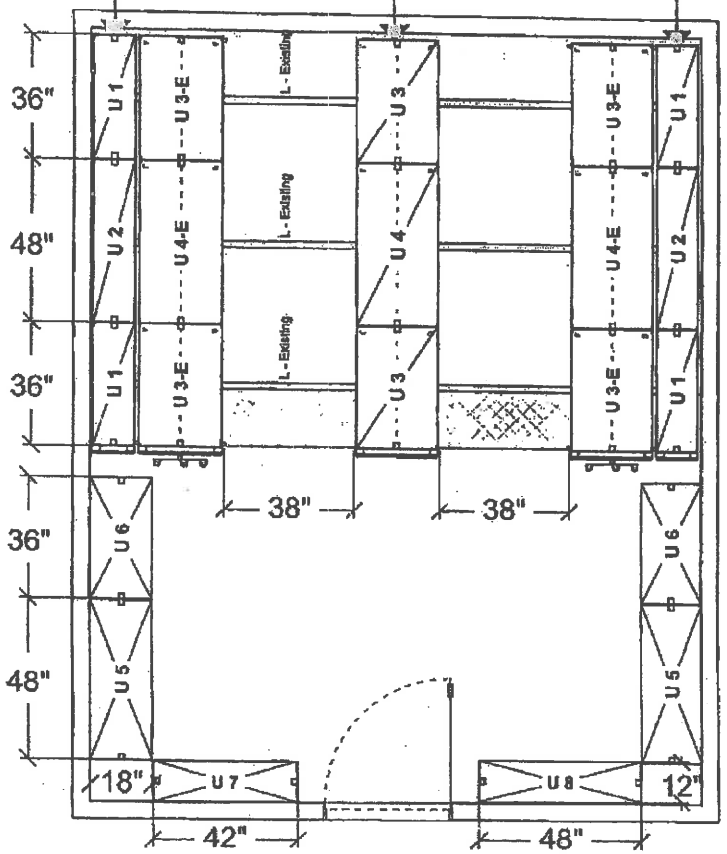
Sincerely Yours

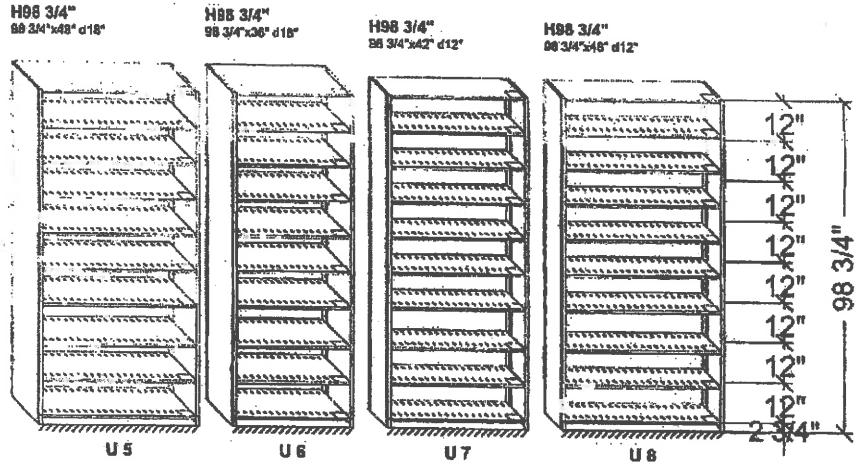
Rick Contryman

CO

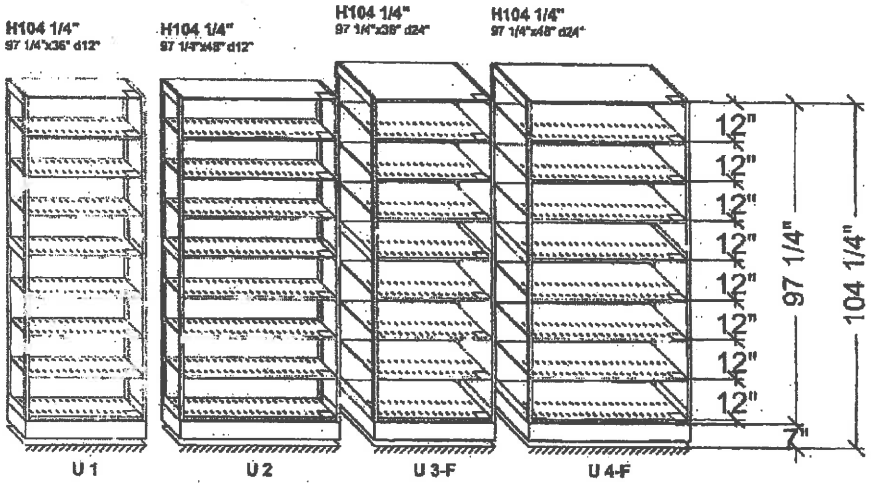
ATTACHMENT "A"

EXISTING SYSTEM NEW PLATFORMS





Stationary Shelving



Mobile Shelving

interior SOLUTIONS	Project Name: Gila County Court House		Project #: 47808	APPROVAL This drawing Approved By:
	Salesperson: Rick Contryman	Scale 1/4" = 1'	Rev level:	Drawn by: Patti Hamilton
				Date Printed: 09/10/2012
				Dated

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ATTACHMENT "A"

interior SOLUTIONS

Proposal

Phoenix Interior Solutions
4645 S. 35th Street
Phoenix, AZ 85040
Phone: 800.339.7538
www.interiorsolutions.net

Quote/Order No	47808
Date	12/06/2012
Customer PO No	
Customer Account	Gila County
Sales Associate	Rick Contryman
Project Number	2677
Page	1 of 2

TO
Gila County
1400 E Ash Street
Globe, AZ 85501

SHIP TO
Gila County
1400 E Ash Street
Globe, AZ 85501

Prepared for : Gila County

Pricing per the MCCCD Contract #3036-2

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	SPACESAVER ONE LOT OF SPACESAVER 4 Post Shelving STD Paint	2,656.21	2,656.21
2	1.00 Each	Installation-IS LABOR Six sections of new shelving 98-3/4"H with nine openings, per drawing. Install during regular business hours.	498.35	498.35
3	1.00 Each	W&A DISTRIBUTION SERVICES, INC. FREIGHT Shipping and Handling	931.34	931.34
4	1.00 Each	Design-IS DESIGN 1% of product list - MCCCD	49.84	49.84
5	1.00 Each	Installation-IS TRAVEL Out of Town Install- Non MCCCD	884.85	884.85
6	1.00 Each	Installation-IS WEEKEND LABOR Labor to be completed during a weekend. - Non MCCCD	590.00	590.00
7	1.00 Each	Installation-IS LABOR To move existing shelving and reinstall on new platforms. Per MCCD contract.	1,381.82	1,381.82
8	1.00 Each	Installation-IS FABRICATION Three new platforms for existing shelving. Std Paint, Finish TBD.	2,083.56	2,083.56

ATTACHMENT "A"

interior SOLUTIONS

Proposal

Phoenix Interior Solutions
4645 S. 35th Street
Phoenix, AZ 85040
Phone: 800.339.7538
www.interiorsolutions.net

Quote/Order No	47808
Date	12/06/2012
Customer PO No	
Customer Account	Gila County
Sales Associate	Rick Contryman
Project Number	2677
Page	2 of 2

TOTAL:	**$9,075.97**
TEMPE-ARIZONA-85282-0.093000% SALES TAX	247.03
GRAND TOTAL:	9,323.00

Dated this 6 day of December, 2012

R R Contryman
Interior Solutions

Rick Contryman
Authorized Representative

Don E. McDaniel 12/9/12

Don E. McDaniel, Jr./County Manager
Authorized Representative

LEASE AGREEMENT

This Lease Agreement is made effective as of July 1, 2012, by and between High Desert Humane Society, Inc., herein referred to as Landlord, and the Gila County Division of Health and Emergency Services, herein referred to as Tenant). The parties agree as follows:

1. PREMISES

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the building and kennels utilized by Gila County Rabies and Animal Control at 700 Shelter Lane, Globe, Arizona, 85501 (the "Premises") located at 700 Shelter Lane, Globe, Arizona, 85501.

2. TERM

The lease term shall begin on July 1, 2012, and will terminate on June 30, 2013. Upon agreement of both parties the lease may be extended for two (2) additional one (1) year terms.

3. LEASE PAYMENTS

Tenant shall pay to Landlord a total annual lease payment of Six Thousand Dollars ($6,000.00) payable in advance beginning July 1, 2012, either in one lump sum or quarterly for fiscal year 2013. Lease payments shall be made to the Landlord at High Desert Humane Society, Inc., P.O. Box 383, Claypool, Arizona, 85532, as may be changed from time to time by Landlord. All invoices submitted by Landlord shall be submitted to Gila County Accounts Payable at 1400 E. Ash Street, Globe, Arizona, 85501.

4. POSSESSION

Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

5. USE OF PREMISES

Tenant may use the Premises only for the purpose of conducting a rabies control program. The County may make any reasonable use of said premises in accomplishing that purpose. The Premises may be used for any other purpose only with the prior written consent of the Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

6. REMODELING OR STRUCTURAL IMPROVEMENTS

Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the Lease term, if the Lease is not renewed, the Tenant will leave all improvements and such fixtures with the building.

7. MAINTENANCE

Tenant shall have the responsibility to maintain the Premises in good repair at all times.

8. ACCESS OF LANDLORD TO PREMISES

Subject to Tenant's consent (which shall not be unreasonably withheld), and with 72 hours notice, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. Regarding necessary services, when humane society foster staff is wishing to come see animals to be picked up for fostering prior to adoption, a mutual agreed time will be arranged.

9. UTILITIES AND SERVICES

Tenant shall be responsible for all utilities and services in connection with the Premises.

10. PROPERTY INSURANCE

Tenant shall maintain casualty insurance on the Premises in an amount equal to 100% of the full replacement value. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

11. LIABILITY INSURANCE

Tenant shall maintain liability insurance in total aggregate sum of at least One Million Dollars ($1,000,000.00). Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

12. INDEMNITY

Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

13. DANGEROUS MATERIALS

Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a reasonable insurance company, unless the prior written consent of Landlord is obtained and proof of adequate storage containment is provided by Tenant to Landlord. This excludes items necessary to carry out Rabies Control services.

14. TAXES

Taxes attribute to the Premises or the use of the Premises shall be allocated as follows:
Real Estate Taxes – Landlord shall pay all real estate taxes and assessments for the Premises. (The building is currently exempt since it is owned by a 501C3, non-profit)
Personal Taxes – Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

15. DEFAULTS

Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 day(s) or any other obligation within 60 day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

16. NOTICES

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage paid, to the following addresses:

High Desert Humane Society, Inc.
Attn: Cheryl Brazell
P.O. Box 383
Claypool, Arizona 85539

Gila County
Attn: Mike O'Driscoll
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501

Addresses may be changed from time-to-time by either party by providing notice as set forth above.

17. ENTIRE AGREEMENT/AMENDMENT

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

18. SEVERABILITY

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compile strict compliance with every provision of the Lease.

20. CUMULATIVE RIGHTS

The rights of the parties under the Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

21. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the state of Arizona.

22. ADDITIONAL PROVISIONS

This Lease may be terminated by either party. Termination shall be completed by either party by giving the other party at least ninety (90) days notice prior to its intention to terminate the Lease.

23. CANCELLATION

This lease agreement is subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their respective duly authorized officers as of the date of first set forth above.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 12/19/12

HIGH DESERT HUMANE SOCIETY, INC.

Cheryl Brazell, President

Date: 5-30-12

Eileen Townsend, Treasurer

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 091511-1
PAVEMENT MARKING

TRAFFIC SAFETY INC.

Effective December 20, 2011, Gila County and Traffic Safety Inc. entered into a contract whereby Traffic Safety Inc. agreed to provide Pavement Marking to various locations in Gila County. Per Section 3.2 of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The contract expires December 19, 2012. Per page 9, Section 3.2 – Contract Extension, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from December 20, 2012, to December 19, 2013.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original contract, but in no event shall charges for the December 20, 2012 to December 19, 2013 extension exceed $25,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19TH day of DECEMBER, 2012.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

CONTRACTOR

TRAFFIC SAFETY INC.

Authorized Signature

Jennifer S. Bergamini
Print Name

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 121711
WELL WATER PURGING FOR ADEQ TESTING
Between
GILA COUNTY
and
YELLOW JACKET DRILLING SERVICES

Effective January 08, 2012, Gila County and Yellow Jacket Drilling Services entered into a contract whereby Yellow Jacket Drilling Services agreed to provide equipment and labor to purge well water from two (2) wells at the Russell Gulch Landfill for ADEQ testing. Service shall be performed two (2) times per year. Per Article 14 of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The contract expires December 31, 2012. Per page 6, Article 14 – Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from January 01, 2013, to December 31, 2013.

Contractor will continue to bill for services pursuant to Article 1 – Scope of Services – Contractor Fees, of the original contract, but in no event shall charges for the January 01, 2013 to December 31, 2013 extension exceed $5,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19TH day of DECEMBER, 2012.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

YELLOW JACKET DRILLING SERVICES

Authorized Signature

Richard LeBlanc
Print Name

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 121712-1

WEATHERIZATION PROJECT NO. HH#6222

THIS AGREEMENT, made and entered into this 19TH day of DECEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders, LLC**, 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 the services and products listed in the Scope of Work below for Weatherization Project HH#6222, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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 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 **Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash St., Globe, AZ, 85501** or 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** or email to Jeannie Sgroi at dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 30 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$1,890.60** for completion of the project as 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. 121712-1 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: 12/19/12

MOUNTAIN RETREAT BUILDERS, LLC.

Signature

John O'Donnell

Print Name

ATTACHMENT "A"

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE

Weatherization Scope of Work

DATE----12-6-2012

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
Jennifer Miller
750 S. 2nd Street
Globe AZ 85501

HH # 6222

	DESCRIPTION		AMOUNT
	Replace water heater and place new one in Dog House on outside wall with all proper vale flex and venting		$ 1,450.00
	Stove, dryer and heater in living room to get new shut off valve n flex lines		$ 275.00
	Tax 9.6%		$ 165.60
		TOTAL	$ 1,890.60

DLT SOLUTIONS

Price Quotation

Quote: 4231746
Reference: 830705
Date: 10/30/2012
Expires: 11/29/2012

To: Mr. Thomas Homan
Gila County (AZ)
1400 E Ash St
Globe, AZ 85501-1483

Phone: (928) 402-8515
Fax:
Email: thoman@gilacountyaz.gov

From: Jerry Bond
DLT Solutions
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 708-9142
Fax: (866) 708-6705
Email: jerry.bond@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0436NR1 AutoCAD Civil 3D 2013 Subscription Renewal - 1 Year Contract: 343-83301573 Exp: 12/14/2012 PoP: 12/15/2012 through 12/14/2013	OM	3	$945.29	$2,835.87
2	9701-2222NR1 AutoCAD Map 3D 2013 Subscription Renewal - 1 Year Contract: 343-83301573 Exp: 12/14/2012 PoP: 12/15/2012 through 12/14/2013	OM	5	$612.77	$3,063.85

This quote is on behalf of CADsoft Consulting, your local Authorized Autodesk Reseller.

Total: $5,899.72

Mandatory reactivation fees will apply if not renewed by the expiration date of Subscription contract

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

DLT SOLUTIONS

Price Quotation

Quote: 4231746
Reference: 830705
Date: 10/30/2012
Expires: 11/29/2012

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

Attachment "A" by mention made a binding part of this agreement as set forth therein.

Daryl Savage
Vice President, Contracts and Legal Counsel
DLT Solutions

11/21/12
Date

Gila County

12/19/12

Don E. McDaniel, Jr., County Manager

12-19-12
Date

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 cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

12/19/12
Date

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney** 12-12-12

DLT Solutions

Individual Authorized to Sign

Daryl Savage
Print Name

Vice President, Contracqts and Legal Counsel
Title

11/21/2012
Date

Pitney Bowes

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Agreement Number

Your Business Information

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
GILA COUNTY FINANCE OFFICE			
1400 E ASH ST	GLOBE	AZ	85501-1483
Billing Address: Street	City	State	Zip+4
		36443160209	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
1400 E ASH ST	GLOBE	AZ	85501-1483
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		36443160209	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period *(from - to)*	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	Connect+ 2000 Series
1	Connect+ Series Meter w/PP (NTF)
1	160/95 LPM Feature
1	30 lb Weights & Measures Approved Option
1	100 Dept Accounting
1	Color Graphics Printing
1	Standard Apps Center
1	Connect+ 2000 Color Printer
1	Connect+ Drop Stacker
1	Connect+ VBS Training
	Additional Items on following page

Check items to be included in customer's payment

[X] **Equipment Maintenance(Included with your payments for the initial term)**
Provides service coverage including certain parts and labor

[ ] **Software Maintenance (1st year included)**
Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription (Included with your meter rental)**
Provides postal and carrier updates

[X] **IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes ( )resets per year

(x) **Confirmation Services**

(x) **Purchase Power®**

Electronic access to postal confirmation service: Receive an invoice for postage,consolidated billing and enhanced management reporting information.

Your Payment Plan

Number Of Months		Monthly Amount *
First	60	$458.52

*(*Does not include any applicable taxes)*

( ) Required advance check of $ received
Tax Exempt#
State Tax *(If applicable)*
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

Your Signature

By your signature below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature	Date	State's/Entity's Participating Addendum #
	12/20/12	ADSPO12-015487
Don E. McDaniel, Jr.	County Manager	
Print Name	Title	Email Address

Sales Information

Account Rep Name	District Office	PBGFS Acceptance
Jerry D. Bell	030	12-11-2012

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

Approved As To Form
Bryan B. Chambers
Chief Deputy Gila County Attorney

See www.pb.com/states for additional terms and conditions

WSCA / NASPO FMV Lease Option C Agreement (Version 5/12)
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Pitney Bowes

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Agreement Number

Your Business Information

GILA COUNTY FINANCE OFFICE

Full Legal Name of Customer | DBA Name of Customer | Tax ID # (FEIN/TIN)

1400 E ASH ST	GLOBE	AZ	85501-1483
Billing Address: Street	City	State	Zip+4

		36443160209	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
1400 E ASH ST	GLOBE	AZ	85501-1483
Installation Address (*If different from billing address*): Street	City	State	Zip+4

		36443160209
Installation Contact Name	Installation Contact Phone #	Installation CAN #

Fiscal Period *(from - to)*	Customer PO #	Delivery CAN #

Your Business Needs

1	Connect+ VBS Welcome Kit
1	30 lb Weights & Measures Approved Option
1	Wireless LAN Adapter
1	IntelliLink Subscription with Value Based Services
1	INVIEW MMS with Web Accounting
1	INVIEW - Single Meter
1	INVIEW Subscription
1	INVIEW Training

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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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 122112

WEATHERIZATION PROJECT NO. HH#6538

THIS AGREEMENT, made and entered into this 21st day of DECEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders, LLC**, 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 the services and products listed in the Scope of Work below for Weatherization Project HH#6538, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "B" 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 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 **Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash St., Globe, AZ, 85501** or 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** or email to Jeannie Sgroi at dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$10,220.20** for completion of the project as 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. 122112 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: 12/26/12

MOUNTAIN RETREAT BUILDERS, LLC.

Signature

John O'Donnell

Print Name

ATTACHMENT "A"

Mountain Retreat Builders, LLC.
ROC #170186

Scope of Work

HH# 6538

PO Box 688
Globe AZ 85502
Phone 928-606-4674

DATE: DECEMBER 11, 2012

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

6206 S. Russell Rd. #3
Globe, AZ 85501

	DESCRIPTION		AMOUNT
	95% mobile home wt 2.5 ton 14 SEER straight cool condenser and a R410a split wt a 3ton evap coil new gas valve & flex to existing, electric from existing. Duct sealing for all existing registers to WAP standards of 1 pa or less. Duct sealing WAP standards of 1 pa or less. Provide room pressure relief to WAP standards of 3 pa or less. New floor grills through out To eliminate or Reduce air infiltration in Home. Add Weather stripping & Caulk exterior doors as needed. Apply Foam n Caulk thru ought home As Needed Remove all Ceiling registers and cover wt board and seal .. Seal Cabinet & Re-Build Floor & in water heater Cabinet Room . Add new 30 gal and update supply lines, shut off valve, new Gas flex & gas cock, test to be sure it meets all codes Add Insulation to Ceiling & Belly Taxes Monitor project to insure targeted energy savings reductions achieved. Call and set up test out to verify the job is completed as contracted.		

ATTACHMENT "B"

Mountain Retreat Builders, LLC.

ROC #170186

Estimate

PO Box 688
Globe AZ 85502
Phone 928-606-4674

HH# 6538

DATE: DECEMBER 17, 2012

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

PROJECT:
HH# 6538
6206 S. Russell Rd. #3
Globe, AZ 85501

	DESCRIPTION		AMOUNT
	95% mobile home wt 2.5 ton 14 SEER straight cool condenser and a R410a split wt a 3ton evap coil new gas valve & flex to existing, electric from existing. Duct sealing for all existing registers to WAP standards of 1 pa or less. Duct sealing WAP standards of 1 pa or less. Provide room pressure relief to WAP standards of 3 pa or less. New floor grills through out		$ 6,500.00
	To eliminate or Reduce air infiltration in Home. Add Weather stripping & Caulk exterior doors as needed. Apply Foam n Caulk thru ought home As Needed Remove all Ceiling registers and cover wt board and seal ..		$ 550.00
	Seal Cabinet & Re-Build Floor & in water heater Cabinet Room . Add new 30 gal and update supply lines, shut off valve, new Gas flex & gas cock, test to be sure it meets all codes		$ 1,025.00
	Add Insulation to Ceiling & Belly		$ 1,250.00
	Taxes		$ 895.20
	Monitor project to insure targeted energy savings reductions achieved.		
	Call and set up test out to verify the job is completed as contracted.		
			$ 10,220.20

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 122112-1

WEATHERIZATION PROJECT NO. HH#5406

THIS AGREEMENT, made and entered into this 26 TH day of DECEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders, LLC**, 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 the services and products listed in the Scope of Work below for Weatherization Project HH#5406, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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 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 **Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash St., Globe, AZ, 85501** or 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** or email to Jeannie Sgroi at dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$11,842.28** for completion of the project as 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. 122112-1 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: 12/24/12

MOUNTAIN RETREAT BUILDERS, LLC.

Signature

John Oddonetto

Print Name

ATTACHMENT "A"

Mountain Retreat Builders, LLC.
ROC #170186

ESTIMATE

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

DATE---12-10-2012

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
HH#5406
Glum

1424 E. Birch Street
Globe AZ 85501

	DESCRIPTION		AMOUNT
	- Install a new 95% furnace and venting, includes electrical for furnace into recently sealed furnace closet - Install the 2 ton evap coil in the furnace with drain to outside - Seal all evap supply registers with approved hardboard, screws and caulk - Install the 2 ton straight cool condenser in the general vicinity of the electrical pedestal (may need help with electrical from pedestal) - Install refrigerant line set connecting evap coil and condenser as per manufacturer's instructions- Install a new thermostat for heating and cooling in the appropriate location		$ 6,800.00
	Remove the evap cooler and cooler jack and seal with sheet metal and screws. - Remove the furnace and seal the closet for infiltration		$ 500.00
	Duct seal all floor registers, boots and existing ducting - Assist in general infiltration sealing with caulk, foam, etc. - Re-insulate with approved materials the belly pan of the mobile home		$ 1,955.00
	Up grade water heater, PRV, gas valve wt flex Vent water heater with high and low venting as per code		$ 350.00
	Bring attic insulation to R-38		$ 1200.00
	Tax @ 9.6		$ 1,037.28
		TOTAL	$ 11,842.28

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. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 121312

RIVERSIDE ACRES ROADWAY DRAINAGE IMPROVEMENT STUDY

THIS AGREEMENT, made and entered into this 26TH day of DECEMBER, **2012,** 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 **CONSULTANT.**

WITNESSETH: That 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Gila County Public Works Division (County) has requested C.L. Williams Consulting, Inc. (CLW) to prepare a scope of services to assist in a drainage improvement study for the Riverside Acres subdivision, located south of Punkin Center in Tonto Basin, Arizona.

CLW proposes to complete the Riverside Acres Roadway Drainage Improvement Study in accordance with the following Scope of Services:
Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's:
Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE II – INDEMNIFICATION CLAUSE: 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 the 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 III - 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 Jeannie Sgroi, 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 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 Jeannie Sgroi, 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:** 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 IV – 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 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, (subject to Consultant approval if MWBE preferences apply) 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 V – SCHEDULE & FEES: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Hourly rates are provided below in the 2012 Fee Schedule, should the County request services not described in the Scope of Work.

2012

FEE SCHEDULE

(Same as Calendar Year 2008)

Professional

Engineering Technician.....	$ 45.00
CADD Draftsman.....	$ 75.00
Designer.....	$ 88.00
Planner.....	$ 89.00
Hydrologist.....	$ 94.00
Project Engineer.....	$ 105.00
Project Manager.....	$ 115.00
Project Principal	$ 130.00

Administrative

Administrative Clerk.....	$ 27.00
Word Processor/Admin. Support.....	$ 42.00

Extraordinary reproduction, special printing and any other services performed by a subcontractor, will be billed at cost.

Construction

Construction Observer.....	$ 70.00
Resident Engineer.....	$ 105.00
Construction Manager.....	$ 100.00

Reimbursable In-House Costs (When Approved)

Photo Copies (B & W).....$0.07/Each

Thermal Plots.....$0.45/S.F.

Color Copies (up to 8.5"x11").....$1.50/Each

Mileage(when approved).....$0.49/mile

Color Copies (up to 11"x17").....$2.50/Each

Court Appearances, Expert Witness Testimony, Depositions and Preparation for Testimony $220.00 per hour.

ARTICLE VI – 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 VII – A.R.S.§35-397: Pursuant to A.R.S.§35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant 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 Consultant:

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 has 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 or 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

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of **$24,374.00.** Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Compensation shall follow guidelines for 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, two (2) 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 **Consultant**, the **County** agrees to pay an amount of not more than **$24,374.00** 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 CONSULTING SERVICES CONTRACT NO. 121312

RIVERSIDE ACRES ROADWAY DRAINAGE IMPROVEMENT STUDY

GILA COUNTY:

Don E. McDaniel , County Manager 3/20/12

C.L. WILLIAMS CONSULTING:

Signature of Engineer

CHARLES L. WILLIAMS
Print Name

APPROVED AS TO FORM:

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

ATTACHMENT "A"

SCOPE OF WORK

RIVERSIDE ACRES
Roadway Drainage Improvement Study
October 31, 2012

Project Objective & Approach

The objective of this feasibility study is to develop alternatives to address roadway drainage conflicts occurring within a portion of the unincorporated area of Gila County known as Riverside Acres. This area is located south of Punkin Center in Tonto Basin.

The approach of this study will be to develop a hydrologic analysis of the contributing watershed assumed to be limited by State Route 188 to the west of the subject area. Using the results of the hydrologic analysis, CLW will evaluate up to three surface drainage system improvement alternatives (i.e., does not include consideration of storm drain or other similar system). These alternatives will be limited to improved and/or new channels (if lined then such will only consider the use of dumped rock riprap or gabion mattresses). Culverts will consist of corrugated metal pipe or pipe arches without improved inlets. Where improved channels are located adjacent to roadways, the foreslope will be maintained at a slope of 3:1 or flatter and guardrail or type of barrier will not be considered due to conflicts associated with the existing narrow right of way(s). Side slopes of all other channels will be no steeper than 2:1. Low water crossings will not be considered within this study. Improvements will be limited to within the existing right of way where possible however consideration for new channels will be considered if necessary to complete the drainage system. The design rainfall recurrence event to be used for this study will be the 10-year event with the check event being the 25-year.

CLW will provide Gila County with a Report of Findings that includes conceptual level (approximately 20%) design plan sheets (e.g., plan and profile, typical sections...etc.) along with an estimate of cost for each alternative. The Report will consider pros and cons of each alternative and a Recommended Alternative will be identified.

Project limits, when regarding potential improvements, will be limited to the existing subdivision boundary as shown within Plat 487, River Side Acres Replat, dated December 4, 1972.

CLW proposes to complete the Riverside Acres Roadway Drainage Improvement Study in accordance with the following Scope of Services:

Task 1: Data Collection, Coordination and Meetings

The work under this task will include all necessary data collection, field reconnaissance, coordination and meetings necessary to conduct the study. Data collection will consist of: obtaining and reviewing topographic mapping, as provided to CLW by the County in AutoCAD format, review of parcel and plat maps, and review of field conditions and discussions with County staff.

The County will provide CLW with field survey data including: fence lines, parcel boundary markers or monuments suffice to locate all existing right of way and parcel boundaries, surface utility features and blue-stake markings, and occasional random ground shots to confirm aerial topographic mapping.

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. Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (2) two Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent study level). The Progress Meetings may be held at a location as determined by the County.
3. Up to 2 Meetings with the Residents of the area to discuss the roadway drainage issues and to report the results of the Study.
4. Up to (1) one field review/discussion meeting onsite with County road maintenance staff.

The CLW 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 not believed to be necessary for this study and therefore are not included.

Task 2: Hydrologic Analysis

CLW shall use the U.S. Army Corps of Engineers computer program HEC-1 to develop a hydrologic model for the study area. Precipitation data will be developed using the procedures as outlined in the Arizona Department of Water Resources (ADWR) State Standard for Hydrologic Studies. This methodology is, by in large, that shown within ADOT Highway Drainage Design Manual - Hydrology.

Peak discharges for the 10- and, 25-year recurrence events shall be estimated. These estimates will not be compared to other indirect methods such as USGS Regional Regression Equation(s) given the minor size of the resulting watershed.

Drainage basin boundaries and sub-boundaries will be determined from the County provided topographic mapping. Sub-basin delineations will be prepared in sufficient detail to provide peak discharges at major roadway crossings and fully document flow-rates through the developed areas within the project limits.

Hydrograph routing parameters will be developed from the mapping. The Modified Puls Channel Routing procedure will be utilized for all routing operations. No calibrations of the results are envisioned to be required for this study. Soil loss parameters will be estimated using the Green and Ampt loss equations. Soil data will be obtained through the NRCS data available for this area or the Gila County General Soils Map. Hydrologic parameters will assume completely developed conditions based on zoning information as provided to CLW by the County with no allowances for possible detention/retention within existing or proposed developed areas.

Task 3 - Hydraulic Analysis

Determination of the capacity of the existing hydraulic system will not be made under this study. It is assumed that due to recent drainage conflicts that the current system does not have the capacity to convey the desired rainfall event (i.e., 10-year event).

Hydraulic modeling of the proposed improvements will be done using the FHWA computer program HY8 for culverts and conceptual outlet erosion protection and Haestad Methods program Flowmaster for all open channels. Hydraulic modeling using HEC-RAS or other approach for the purposes of mapping inundation zones/limits (back water analysis) will not be undertaken for this study.

This task includes necessary time to develop a digital terrain model of the study area and resolve differences between field survey data and aerial mapping data. This will provide CLW with a method to develop estimates of earthwork required for each alternative.

Task 4 – Report of Findings

CLW will prepare a preliminary (approximately done near the 60% study level) and final Report of Findings that will include the following.

a) Summary of Findings
b) Hydrologic analysis
c) Hydraulic analysis for each alternative
d) Opinion of the cost of construction for each alternative
e) Pros and Cons of each alternative
f) Exhibits
    a. Watershed Map – Existing Conditions (11"x17" scaled)
    b. Conceptual Improvement Alternatives (11"x17" reduced scale sheets)
        i. Typical Section(s)
        ii. Plan and/or Profile of Channel and Culverts (20% design level only)
        iii. Alignments and widths of proposed easements

CLW will provide to the County (2) two copies of each report submittal.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE OF WORK

The following assumptions were used to prepare this scope of work.

1. All field survey data and required linework will be provided in an electronic format to CLW by the County.

2. Utility, BOS, HOA, progress and/or Public meetings are not required but may be added as an additional service.

3. This project does not require review of traffic count data.

4. Floodplain analysis/mapping/consideration of minor channel(s) within the region or of Tonto Creek is not required.

5. The contributing watershed is limited to the west by State Route 188.

SCHEDULE & FEE

Upon receipt of the Notice to Proceed and receipt of all survey and topographic information, it is anticipated that completion of this study will take approximately 60 calendar days.

Our Professional Fee Schedule for the tasks outlined in the above Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination & Meetings	$6,110
2	Hydrologic Analysis	$3,760
3	Hydraulic Analysis	$8,880
4	Report of Findings	$5,624
	Total	**$24,374**

RIVER SIDE ACRES
REPLAT

A RESUBDIVISION OF THE NW¼ SE¼ SECTION 23, T.6N., R.10E., G.&S.R.B.&M., GILA COUNTY, ARIZONA; CONSISTING OF A RESUBDIVISION OF LOTS 5, 10, 11, 12, 14, 15, E. ½ 17, & 18 OF RIVERSIDE ACRES (G.C.M.445) TOGETHER WITH A PORTION OF THE EAST 100 FT. OF THE NW¼ SE¼ ADJACENT THERETO.

CURVE DATA

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND:

- Corner of this Subdivision. Set or found Iron Pipe
- Shaded areas not part of this Subdivision
- Typical Easement for public utilities
- (19) Circled lot numbers indicate lots in this resubdivision.

GENERAL NOTES:

1. No septic tanks to be within 50' of the well on Tract "A".
2. No leach lines to be within 100' of the well on Tract "A".
3. Tract "A" to be reserved as a well site.

DEDICATION

STATE OF ARIZONA
COUNTY OF GILA

KNOW ALL MEN BY THESE PRESENTS: That Minnesota Title Company, an Arizona corporation, as Trustee, has subdivided under the name of RIVER SIDE ACRES REPLAT [illegible]

IN WITNESS WHEREOF: Minnesota Title Company, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the undersigned Subdivision Trust Officer, thereunto duly authorized.

MINNESOTA TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE

Subdivision Trust Officer

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF GILA

[illegible]

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires 3-14-[illegible] Notary Public

CERTIFICATION

This is to certify that the survey and subdivision of the premises described and platted hereon were made under my direction during the month of October 197[illegible]

Registered Land Surveyor Reg. No.

APPROVAL

Approved by the Board of Supervisors of Gila County, Arizona, this [illegible] day of December 197[illegible]

By: Chairman

Attest: Deputy Clerk

Approved: Chairman, Gila County Planning & Zoning Comm. Date

Approved: Gila County Engineer Date

Prepared by:
RILEY & ASSOCIATES, INC.
[illegible]

AMENDMENT NO. 2

The following amendments are hereby incorporated into the agreement for the below project

GILA COUNTY d/b/a GILA EMPLOYMENT SPECIAL TRAINING
AND
PAYSON FIRST ASSEMBLY OF GOD CHURCH

Effective January 01, 2012, Gila County d/b/a Gila Employment Special Training and Payson First Assembly of God Church entered into a Building Use Agreement whereby the County GEST Program is using the building located at 1100 W. Lake Drive in Payson, Arizona, for their miscellaneous functions and events.

AMENDMENT NO. 1 to the Agreement changed Item No. 9 as follows:

9. INDEMNITY: User agrees to defend, indemnify and hold harmless Owner from all losses, 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 the Owner.

AMENDMENT NO. 2 to the Agreement will exercise the option to renew the term of the Agreement per Item No. 3 as follows:

Gila County d/b/a Gila Employment Special Training hereby elects to renew the term of the agreement for one (1) one (1) year term, from January 01, 2013 to December 31, 2013.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the January 01, 2013 to December 31, 2013 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26TH day of DECEMBER, 2012.

GILA COUNTY:

Don E. McDaniel Jr.

Don E. McDaniel Jr., County Manager

Date: 12/24/12

PAYSON FIRST ASSEMBLY OF GOD CHURCH

Kelly Wooldridge

Signature

Kelly Wooldridge

Print Name

12/18/2012