

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, FEBRUARY 5, 2013 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Public recognition of 3 employees for January's "Spotlight on Employees" Program, as follows: Antoinette Gonzales, Kenneth Payne Jr. and Ernest Davis. **(Angelo Cutter)**
- 3 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to prioritize road improvement projects on roads within federal lands, and authorize the Public Works Department to submit one or more projects to the Central Federal Lands Highway Division (CFLHD) in the “Arizona Call For Projects” that will be due by February 28, 2013, and further prioritize projects for future submittal for consideration under the Secure Rural Schools and Community Self Determination Act, Title II grant funding cycle for 2013. **(Steve Sanders, Jacque Griffin, Steve Stratton)**
 - B Information/Discussion/Action to approve an Intergovernmental Agreement (Economic Development Grant) between Gila County and the Town of Miami, whereby the County will disburse up to \$25,000 to the Town of Miami as approved by the Board of Supervisors at its meeting of November 13, 2012, for furtherance of the Town of Miami's Cobre Valley Community Transit System's Dial-A-Ride Program. **(Don McDaniel)**
 - C Information/Discussion/Action to approve Amendment F to the Copper Mountain Inn, Inc. Lease Agreement whereby the County leases office space at 1100 Monroe Street, Globe, Arizona, in the monthly amount of \$13,394.16. **(Steve Stratton)**
 - D Information/Discussion/Action to table this item indefinitely until Public Works has completed a final draft, at which time Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend shall be placed on a Board meeting agenda for consideration and action. **(Steve Stratton)**
 - E Information/Discussion/Action to approve the Boards, Commissions and Committees Policy (BOS-COB-002) and the Community Agency and Economic Development Funding Policy (BOS-FIN-016) to be included in the County-wide Policy Manual. **(Don McDaniel)**
- 4 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors decreasing the Contract amount from \$8,699,003 to \$8,549,003 due to the Gila-Pinal Workforce Investment Area's transfer of Dislocated Worker FY12 Program funds to the Tribal Entities' Adult Programs.
- B Approval of an Intergovernmental Agreement for Election Services between Gila County and the Town of Hayden.
- C Acceptance of the FFY2012 Emergency Management Performance Grant (EMPG) Grant Award No. EMW-2012-EP-00003 from the Arizona Division of Emergency Management in the amount of \$113,783 for the performance period of October 1, 2011, through June 30, 2013, replacing FFY2011 Grant Award No. EMW-2011-EP-00006.
- D Approval to re-appoint Peter Havens to the Gila County Building Advisory and Appeals Board for an additional four (4) years, from January 1, 2013, to December 31, 2016.
- E Approval to re-appoint Tommie C. Martin to the Coalition of Arizona/New Mexico Counties for 2013.
- F Approval of the following precinct committeemen appointments as submitted by the Gila County Democratic Committee: Globe #1 Precinct - Leonard L. Leverance and Payson #3 Precinct - Vicki S. Shulman.
- G Approval of a request submitted by the Sheriff's Reserve Posse to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for its Sweetheart Dance to be held on February 9, 2013.
- H Approval of a request submitted by the Gila County CowBelles on behalf of the Arizona State CowBelles to waive fees for the use of the Gila County Fairgrounds for a fund raising event entitled "An Evening with Baxter Black" on April 13, 2013.
- I Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at a special event entitled "An Evening with Baxter Black" on April 13, 2013.
- J Approval of the December 2012 monthly activity report submitted by the Globe Regional Justice Court.
- K Approval of the December 2012 monthly activity report submitted by the Payson Regional Justice Court.
- L Approval of the December 2012 monthly activity report submitted by the Clerk of the Superior Court.
- M Approval of the January 22, 2013, BOS meeting minutes.

- N Acknowledgment of the Human Resources reports for the weeks of January 1, 2013, January 8, 2013, January 15, 2013, January 22, 2013, and January 29, 2013.
- O Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 31, 2012, to January 4, 2013; and January 7, 2013, to January 11, 2013.
- P Approval of finance reports/demands/transfers for the weeks of January 29, 2013, and February 5, 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-1640

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Berthan Submitted By:

DeNero,
Human
Resources
Director

Erica Raymond, Human Resources
Assistant, Human Resources

Department: Human Resources

Information

Request/Subject

January 2013 "Spotlight on Employees" Program.

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize 3 employees for January 2013 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 3 employees for January's "Spotlight on Employees" Program, as follows: Antoinette Gonzales, Kenneth Payne Jr. and Ernest Davis. **(Angelo Cutter)**

ARF-1655

Regular Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Steve Stratton, **Submitted By:** Shannon Boyer, Executive
Public Works Administrative Asst., Public Works
Division Director Division

Department: Public Works Division

Information

Request/Subject

Prioritize road projects that are eligible for future federal project funding opportunities, and authorize the Public Works Department to submit a project for consideration under the Federal Lands Access Program.

Background Information

The Central Federal Lands Highway Division (CFLHD) operates as part of the Federal Highway Administration (FHWA), serving the needs of all central states. In past years, this Division administered a number of highway programs, including the Forest Highway Program. When the Safe, Accountable, Flexible Efficient Transportation Equity Act (SAFETEA-LU – public law 109-59) expired Congress adopted a new transportation bill titled Moving Ahead for Progress in the 21st Century (MAP-21). The Map-21 Transportation Program is an opportunity for Arizona to shape a new program and provide focus for the state and local needs with regard to access on federal lands. With the adoption of MAP-21 the existing Forest Highway Program (along with other programs) became part of a new program titled Federal Lands Access Program. In past years, counties were not eligible to recommend projects directly into the Forest Highway Program, but rather gave input to other agencies for their recommendations. We currently have a project that was in the Forest Highway Program that has been moved into the Federal Lands Access Program. One of the major differences in the two programs is that the Forest Highway Program did not require a local match. The Federal Lands Access Program requires a 5.7% local match. The CFLHD has opened the Arizona Call for Projects on the CFLHD website. This is an opportunity for state, county and local entities to obtain funding for a variety of transportation projects accessing the federal lands in the state of Arizona. Project applications are now being accepted to develop a robust 5-7 year program of transportation projects (estimated program availability for Arizona of around \$14 million per year). This will be a highly competitive project process. The projects around the state will be included in this 5-7year cycle, so new projects likely will be scheduled 3-5 years into this process. The window for submitting projects for consideration will close on February 28, 2013. The Public Works Department is asking the Board to discuss and prioritize a number of local road projects that meet the criteria for this and other federal programs.

A second potential federal project funding opportunity was announced by the Department of Agriculture Secretary Tom Vilsak on January 15, 2013, regarding a one year reauthorization of the Secure Rural Schools and Community Self Determination Act for Fiscal Year (FY)2013 - originally authorized in 2000, reauthorized for 2008-2011, and renewed for FY2012. It is unclear at this time if this press release is referring to a new year of re-authorization, or if it is referring to the renewal for FY2012. Various contacts within the Apache-Sitgreaves National Forest were not able to clarify that question. However, if this press release is referring to a new, additional re-authorization, then the time frame for applying for funding for Title II projects will be very short, particularly since the Resource Advisory Committee that was created to help the Forest Service in prioritizing projects for funding, was disbanded after the last grant cycle.

Since most of the federal forest roads that Gila County holds easements qualify for both of these programs. Public Works is asking for one prioritized list of projects that could be used for submittal to both of these programs.

Evaluation

Federal funding for road projects in past years has been very important to Gila County in past years. In 2008 Gila County received federal funding through the Public Lands Discretionary Fund in the amount of \$674K for paving the Young Road. In 2009 Gila County received \$2.96 million through SAFETEA-LU for the design of a bridge over Tonto Creek. In 2011 the Tonto National Forest successfully applied on behalf of Gila County to the Forest Highway Program for bridges on the Houston Mesa Road at 2nd and 3rd crossing over the East Verde River. Since that time the Forest Highway Program has become part of the Public Lands Access Program. The Federal Lands Access Program requires a 5.7% local match, should the County choose to move forward with the project an agreement will be needed with CLFHD for the match.

With regard to Secure Rural Schools Title II funding, in 2009 we secured a Title II grant in the amount of \$631,119 that assisted with paving a portion of Forest Road 512 (Young Road). We chip sealed 4.5 miles of Forest Road 423 (Cline Boulevard) with 2010 funding, and are scheduled to chip seal 3.9 miles of Forest Road 55 (Russell Road) with the 2011 funding. We will be improving the surface of the 13.5 unpaved miles of FR512 with our 2012 grant funding. The combined amount of funding from 2010-2012 is in excess of \$780,000.

Currently the Public Works Department has identified four road projects that would meet the qualifications for future projects, either under the CFL Program or the Secure Rural Schools Title II Grant Process. They are in no particular order:

- Extension of pavement on Colcord Road
- Extension of pavement on Control Road
- Extension of pavement on FR 512
- Bridging of Oak Creek (FR 423 in Tonto Basin)

In addition, we would like to ask for input from the Board of Supervisors regarding other potential projects for consideration and possible prioritization that could qualify for these federal programs.

Conclusion

Federal forest land comprises the largest portion of Gila County, and many of the roads that our residents and visitors use are contained within these lands. Submitting projects for consideration for federal programs helps ensure that these forest roads are benefiting from road improvement projects. Prioritizing these road projects assists the Public Works Department with identifying which projects to submit, and ensures that the projects are submitted in a timely manner.

Recommendation

Staff recommends that the Board of Supervisors review the four projects, as well as make suggestions and discuss other projects that are on the forest roads that the County holds easements on, to ensure all roads are considered, identify the Board's priorities with regard to these projects, and authorizes the Public Works Department to submit one or more projects to the Central Federal Lands Highway Division, "Arizona Call for Projects" that is due by February 28, 2013. Further priorities will be considered and recommended for future federal funding opportunities as they become available.

Suggested Motion

Information/Discussion/Action to prioritize road improvement projects on roads within federal lands, and authorize the Public Works Department to submit one or more projects to the Central Federal Lands Highway Division (CFLHD) in the "Arizona Call For Projects" that will be due by February 28, 2013, and further prioritize projects for future submittal for consideration under the Secure Rural Schools and Community Self Determination Act, Title II grant funding cycle for 2013. **(Steve Sanders, Jacque Griffin, Steve Stratton)**

ARF-1654

Regular Agenda Item 3- B

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: County Manager

Information

Request/Subject

Intergovernmental Agreement with the Town of Miami for its Cobre Valley Community Transit System's Dial-A-Ride Program.

Background Information

At the Board of Supervisors' meeting of November 13, 2012, Jerry Barnes, Town of Miami Manager, requested a one-time Economic Development Grant in the amount of \$25,000 for the Town of Miami's Cobre Valley Community Transit System's Dial-A-Ride Program. The Board of Supervisors approved a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami provided that an Intergovernmental Agreement be presented to the Board at a future date for approval and signature. Granting of these funds was allowed per the requirements outlined in A.R.S. § 11-254.

Evaluation

In order to issue funds to the Town of Miami pursuant to this Economic Development Grant an Intergovernmental Agreement (IGA) must be executed between both parties, the Gila County Board of Supervisors and the Town of Miami.

Conclusion

The County has determined that the purpose of this funding is for a public purpose and that the expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System's Dial-A-Ride Program, which provides transportation to local citizens; therefore, it is necessary for the Board of Supervisors to authorize its Chairman to sign the IGA which outlines the terms for the granting of these funds.

The Town of Miami agrees to provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride Program and will credit the County for the grant funding in all literature advertising the Dial-A-Ride Program.

Recommendation

County staff recommends that the Board of Supervisors authorize its Chairman to sign the IGA, which is attached to this agenda item.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Economic Development Grant) between Gila County and the Town of Miami, whereby the County will disburse up to \$25,000 to the Town of Miami as approved by the Board of Supervisors at its meeting of November 13, 2012, for furtherance of the Town of Miami's Cobre Valley Community Transit System's Dial-A-Ride Program. **(Don McDaniel)**

Attachments

IGA for Dial-A-Ride program - 2013

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

**GILA COUNTY
AND
TOWN OF MIAMI
FOR THE
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this ____ day of _____, 2012, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

RECITALS

WHEREAS, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

WHEREAS, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

WHEREAS, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

WHEREAS, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

WHEREAS, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide \$25,000 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of twenty-five thousand dollars (\$25,000) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

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:

Town of Miami
Attn: Jerry Barnes
500 W. Sullivan Street
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
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 is subject to the cancellation provisions of A.R.S. §38-511.
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. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 or 35-393, as applicable. If either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law, including terminating this Agreement.
7. 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.
8. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS 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

TOWN OF MIAMI


 Rosemary Castenada
 Mayor

ATTEST

 Marian Sheppard, Chief Deputy Clerk
 Gila County Board of Supervisors

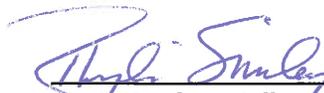
ATTEST


 Karen Norris, Town Clerk
 Town of Miami

APPROVED AS TO FORM

 Bryan B. Chambers, Chief Deputy County Attorney

APPROVED AS TO FORM:


 Curtis, Goodwin, Sullivan, Udall
 and Schwab, P.L.C., Town Attorney
 By: Phyllis L.N. Smiley



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-1664

Regular Agenda Item 3- C

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Joseph Heatherly,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Department

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates 08-01-12 to Grant?: No

Begin & End: 07-31-13

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment F to Copper Mountain Inn, Inc. Lease Agreement

Background Information

Effective February 1, 2001, Copper Mountain Inn, Inc. and Gila County entered into a Lease Agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona.

Evaluation

There have been multiple amendments made to the Lease Agreement:

- Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building;
- Item "B", Board approved May 31, 2001, added 2,513 square foot to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.;
- Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCCS.;
- Item "D", Board approved February 2, 2003, extended lease through July 31, 2003, with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate;
- Item "E", Board approved December 6, 2011, reflects the correct amount charged per square foot and the square foot currently occupied by the County since the Gila County Public Fiduciary vacated the premises. The only County department currently leasing office space under this Lease Agreement is the Gila County Probation Department.
- Item "F" will increase the per square foot rate from \$1.32166612 to \$1.45383269. Copper Mountain Inn has requested this rate increase due to price increases from the utility companies that Copper Mountain Inn has experienced over the past years and has not previously passed on to the County.

Conclusion

The amount of space being leased is 9,213 square feet. The lease rate shall be increased to \$1.45383269 per square foot and shall remain so, for the term of this agreement unless written notice is received by the County from the Owner of an increase or decrease in amount and amendment to the Lease Agreement is completed reflecting such change. The monthly lease shall be \$13,394.16.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment "F" to the Lease Agreement with Copper Mountain Inn, Inc.

Suggested Motion

Information/Discussion/Action to approve Amendment F to the Copper Mountain Inn, Inc. Lease Agreement whereby the County leases office space at 1100 Monroe Street, Globe, Arizona, in the monthly amount of \$13,394.16. **(Steve Stratton)**

Attachments

Amendment F

Amendment E

Amendment D

Amendment C

Amendment B

Original Copper Mountain Lease

Legal Explanation

LEASE AGREEMENT

PROFESSIONAL OFFICE SPACE

AT

COPPER MOUNTAIN INN, INC.

AMENDMENT "F"

Effective February 01, 2001, Copper Mountain Inn, Inc. and Gila County entered into an agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona. The agreement is automatically renewed every year unless sixty (60) days written notice is received by either part to terminate.

There have been multiple amendments (items) made to the agreement as follows:

- Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building.
- Item "B", Board approved May 31, 2001, added 2,513 square feet to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.
- Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCS.
- Item "D", Board approved February 02, 2003, extended lease through July 31, 2003 with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate.
- Item "E", Board approved December 06, 2011, reflected the correct amount charged per square foot and the square feet currently occupied by the County. The amount of space being leased is 9,213 square feet at a rate of \$1.32166612 per square foot for a monthly total of \$12,176.51.

- Item "F" shall reflect a ten (10) percent increase in rent from Copper Mountain, Inn. The new per square foot price is \$1.45383269 for 9,213 square feet for a monthly total of \$13,394.16. Copper Mountain Inn has experienced price increases from the utility vendors over the past years and feels the need to pass the extra expense onto the County. This is the first time Copper Mountain Inn has requested a rent increase.

This lease agreement is subject to cancellation provisions pursuant to A.R.S. §38-511.

IN WITNESS THEREOF, both parties hereby execute this Amendment this _____ day of _____, 2013.

COPPER MOUNTAIN INN, INC.

Paula Mitchell

Authorized Representative

Paula Mitchell

Print Name

Administrator

Position

GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Date: _____

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

LEASE AGREEMENT

PROFESSIONAL OFFICE SPACE AT COPPER MOUNTAIN INN, INC.

AMENDMENT "E"

Effective February 1, 2001, Copper Mountain Inn, Inc. and Gila County entered into an agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona. The agreement is automatically renewed every year unless sixty (60) days written notice is received by either party to terminate.

There have been multiple amendments (items) made to the agreement as follows:

- Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building.
- Item "B", Board approved May 31, 2001, added 2,513 square foot to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.
- Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCCS.
- Item "D", Board approved February 2, 2003, extended lease through July 31, 2003 with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate.

Item "E" to the lease agreement shall reflect the correct amount charged per square foot and the square foot currently occupied by the County since Gila County Public Fiduciary vacated the premises. The only county department currently leasing office space under this agreement is the Gila County Probation Department. The amount of space being leased is 9,213 square feet. The lease rate shall be \$1.32166612 per square foot and shall remain so for the term of this agreement unless written notice is received by the County from the Owner of an increase or decrease in amount and amendment to the lease is completed reflecting such change. The monthly total lease shall be \$12,176.51.

This lease agreement is subject to cancellation provisions pursuant to A.R.S. §38-511.

IN WITNESS THEREOF, both parties hereby execute this Agreement this 6th day of December, 2011.

COPPER MOUNTAIN INN, INC.

Paula Mitchell
Authorized Representative

Date: 10-12-11

Paula Mitchell
Print Name

Administrator
Position

GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin
Tommie C. Martin, Chairman, Board of Supervisors

Date: 12/6/11

ATTEST

Marilyn Brewer, Deputy Clerk
for Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

After recording, please return to Marian Sheppard, BOS:

A

AMENDMENT TO LEASE AGREEMENT

This Agreement is entered into by and between **Copper Mountain Inn, Inc.**, hereinafter referred to as the **OWNER** and **Gila County**, through the administrative authority of the Gila County Board of Supervisors, hereinafter referred to as **Gila County**.

THIS IS an Extension to the LEASE AGREEMENTS between Copper Mountain Inn and Gila County for the lease of office space at 1100 Monroe Street, Globe, Arizona. See attachments "A", "B", and "C".

The initial term of this Extension Agreement shall be for a period of six (6) months, commencing on the 1st day of February, 2003 and ending on the 31st day of July, 2003. **Gila County** or **Owner** may terminate this Agreement at any time by either party giving sixty (60) days notice. This Extension Agreement is automatically renewed at the end of the initial term and at the end of each renewal term thereafter with the same termination provision in effect. All other terms and rates shall stay in effect in accordance to the attached Lease Agreements. See attachments "A", "B" and "C".

2003-003232
Page: 2 of 9
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AM
Gila County, AZ

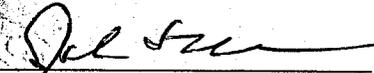
Copper Mountain Inn



Paul Friedlan, President Vice
Copper Mountain Inn

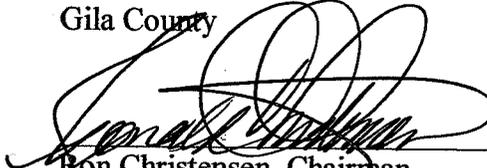
Date: 2/5/03

Attest:



John F. Nelson
County Manager/Clerk

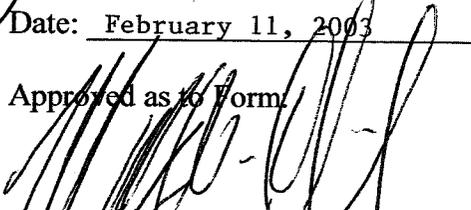
Gila County



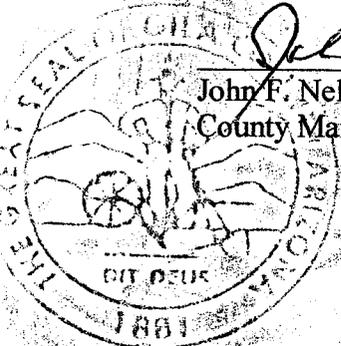
Ron Christensen, Chairman
Gila County Board of Supervisors

Date: February 11, 2003

Approved as to Form



Mark Gunning
Deputy Gila County Attorney



"C"

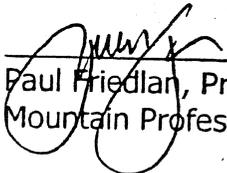
AMENDMENT TO LEASE AGREEMENT
Exhibit "A"
PROFESSIONAL OFFICE SPACE
AT
MOUNTAIN PROFESSIONAL OFFICE BUILDING
1100 Monroe Street
Globe, Arizona

THIS IS an Amendment to the LEASE AGREEMENT between Mountain Professional Office Building and Gila County signed by the Board of Supervisors on February 27, 2001.

The rate per square foot that was designated for the entire rental property will be changed. The 3,103 square feet of office space that was occupied by the AHCCCS department as shown in the map in orange on Exhibit B will be under a new negotiated price of \$3500.00 per month under the Health and Human Services Department. The remainder of the square footage will remain at the current rate of \$15.86 under the Lease Agreement. The initial term of this Amendment shall commence on the 1st day of October 2001 and end June 30, 2002. This Amendment will be automatically renewed at the end of the initial term unless written notice is provided by Gila County or Mountain Professional Office Building at least sixty (60) days prior to the expiration dates noted in the LEASE AGREEMENT.

Mountain Professional Office Building

Gila County


Paul Friedlan, President
Mountain Professional Office Building

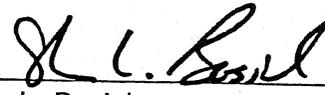

Cruz Salas, Chairman
Gila County Board of Supervisors

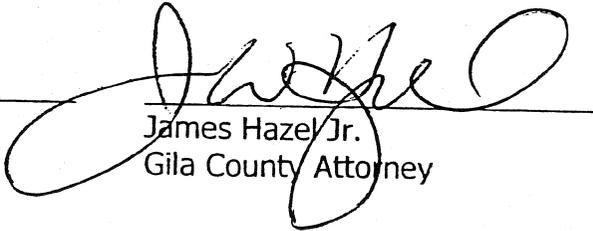
Date: 9/19/01

Date: 9-25-01

Attest:

Approved as to Form:


Steven L. Besich
County Administrator


James Hazel Jr.
Gila County Attorney

"B"

LEASE AGREEMENT

This Agreement is entered into by and between **Copper Mountain Inn, Inc.**, hereinafter referred to as the **Owner** and **Gila County**, through the administrative authority of the Gila County Board of Supervisors, hereinafter referred to as **Gila County**.

1. **LOCATION AND DESCRIPTION OF LEASED AREA:** This Agreement is to lease 2,513 net square feet of office space, not including hallways or common areas, by the Gila County Community Services Division/REPAC Department. The office space to be leased is located in the front portion of the Copper Mountain Inn office building facing 1100 Monroe Street, Globe, Arizona. Attached to this Agreement as Exhibit A is a copy of the floor plan with the office space to be leased highlighted.
2. **TERM AND RATES:** The initial term of this Agreement shall be for a period of one year, commencing on the 1st day of July, 2001, and ending June 30, 2002. **Gila County** may terminate this Agreement at any time by giving **Owner** sixty (60) days notice. This Agreement is automatically renewed at the end of the initial term and at the end of each renewal term thereafter with the same termination provision in effect. The initial monthly rent to be paid by **Gila County** shall be the sum of \$2,921.00 payable by the tenth of the current month.
3. **OWNER RESPONSIBILITIES:** **Owner** agrees to provide heating and air conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays of each week except holidays. **Owner** agrees to provide electricity and installed lighting to include replacement of light bulbs. **Owner** agrees to provide water for restrooms and drinking fountains. **Owner** agrees to provide and maintain automatic elevator services. **Owner** agrees to provide housekeeping services. **Owner** agrees to maintain all ingress and egress ways in a clean, safe and orderly fashion.

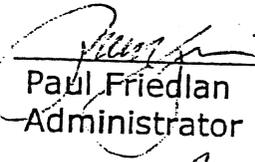
4. **GILA COUNTY RESPONSIBILITIES:** Gila County agrees to carry insurance on personal property. Gila County shall provide for telephone service and equipment at its own expense. Gila County shall provide furnishings and supplies necessary for operation in the area it occupies.
5. **LANDLORD - TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by A.R.S. Section 33-301 to 33-381.
6. **FISCAL LIMITATIONS:** It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon adequate financial appropriation during the rental period. In the event such appropriation is inadequate, Gila County may discontinue occupying the office space as described herein with sixty (60) days notice.
7. **LIABILITY:** The parties hereto shall each be liable for damages to or theft of property or injuries or death to persons or any other loss or liability resulting from the negligence or intentional act or acts of their own employees or agents in operating, maintaining or occupying the facility noted herein.
8. **MODIFICATIONS AND IMPROVEMENTS:** All structural improvements or modifications desired and made to the premises by Gila County shall be subject to prior written approval by Owner through Owner's contact referenced herein.
9. **NOTICES:** All notices or demands upon either party by the other pursuant to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Copper Mountain Inn, Inc.
Attn: Paul R. Friedlan
1100 Monroe Street
Globe, AZ 85501

Gila County
Facilities and Land Management
4053 E. Highway 60-70
Miami, AZ 85539

In witness whereof, both parties hereby execute this Agreement.

COPPER MOUNTAIN INN, INC.

By: 
Paul Friedlan
Administrator

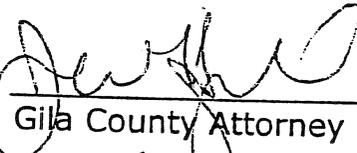
Date: 5/21/01

GILA COUNTY

By: 
Chairman Cruz Salas
Gila County Board of Supervisors

Date: 5-31-01

APPROVED AS TO FORM:

By: 
Gila County Attorney

Date: 5/21/01

"A"

LEASE AGREEMENT

PROFESSIONAL OFFICE SPACE
AT
MOUNTAIN PROFESSIONAL OFFICE BUILDING
1100 Monroe Street
Globe, Arizona

THIS AGREEMENT is entered into by and between Mountain Professional Office Building hereinafter referred to as OFFICE BUILDING and GILA COUNTY through the administrative authority of the BOARD OF SUPERVISORS, hereinafter referred to as GILA COUNTY.

1. LEASED AREA DESCRIPTION: 18,392 net square feet of office space located at the OFFICE BUILDING located at 1100 Monroe Street not including hallways or common areas.
2. TERMS AND RATES: The term of this agreement shall be for one (1) year, with two (2) one-year options. The two (2) options will be automatically executed unless written notice is provided by GILA COUNTY or OFFICE BUILDING at least sixty (60) days prior to expiration date noted in this lease agreement.

The following rates shall apply for the designated terms:

February 1, 2001 – July 31, 2001	\$15.25 per Sq. Ft.
August 1, 2001 – January 31, 2002	\$15.86 per Sq. Ft.
February 1, 2002 – January 31, 2003	\$15.86 per Sq. Ft.

3. OFFICE BUILDING RESPONSIBILITIES:
 - a. OFFICE BUILDING agrees to provide heating & air conditioning between the hours of 8:00AM and 6:00PM Monday through Friday, and 9:00AM to 1:00PM on Saturdays of each week except holidays.
 - b. OFFICE BUILDING agrees to provide electricity and installed lighting to include replacement of lighting bulbs.
 - c. OFFICE BUILDING agrees to provide water for restrooms and drinking fountains.
 - d. OFFICE BUILDING agrees to provide and maintain automatic elevator services.
 - e. OFFICE BUILDING agrees to maintain all ingress and egress ways in a clean, safe and orderly fashion.
 - f. OFFICE BUILDING agrees to provide housekeeping services.
4. GILA COUNTY RESPONSIBILITIES:
 - a. GILA COUNTY agrees to carry insurance on all personal property.
 - b. GILA COUNTY agrees to carry general liability insurance of at least one million dollars (\$1,000,000) on the leased property referred to in this agreement.
 - c. GILA COUNTY shall provide furnishings and supplies necessary for the operation in areas it occupies.

5. **LANDLORD – TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by Arizona Revised Statutes 33-301 to 33-380.
6. **FISCAL LIMITATIONS:** It is expressly understood and agreed that GILA COUNTY'S obligation pursuant to this agreement is contingent upon adequate financial appropriation during succeeding years. In the event that such appropriation is inadequate, GILA COUNTY may discontinue occupying any or all office space described herein, with sixty (60) days written notice.
7. **INDEMNIFICATION:** The parties hereto shall each be liable for damages to or theft of property, or injuries, or death to persons or any other loss or liability resulting from the neglect or intentional act or acts of their own employees or agents in operating, maintaining, or occupying the facility noted herein.
8. **MODIFICATIONS & IMPROVEMENTS:** All structural improvements or modifications desired and made to the premises by GILA COUNTY shall be subject to prior written approval by the LESSOR, through the LESSOR'S contract referenced herein.
9. **NOTICES:** All notice or demands upon either party by the other pursuant to this agreement, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

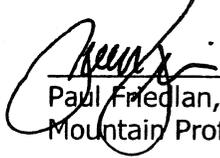
COPPER MOUNTAIN INN, INC.
 dba Mountain Professional Office Building
 1100 Monroe Street
 Globe, AZ 85501

GILA COUNTY
 Facilities and Land Management
 4053 East Highway 60-70
 Miami, AZ 85539

10. **SIGNATURES: IN WITNESS THEREOF,** both parties hereby execute this agreement.

Mountain Professional Office Building

Gila County



 Paul Friedlan, President
 Mountain Professional Office Building



 Cruz Salas, Acting Chairman
 for Edward B. Guerrero, Chairman
 Gila County Board of Supervisors

Date: 2/5/01

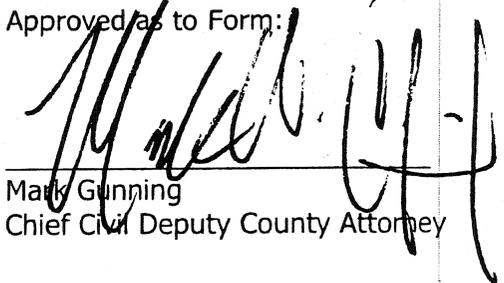
Date: 02-27-01

Attest:

Approved as to Form:



 Steven L. Besich
 County Administrator/Clerk of the Board



 Mary Gunning
 Chief Civil Deputy County Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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-1665

Regular Agenda Item 3- D

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Division: Administration

Fiscal Year: 2013 +

Budgeted?: No

Contract Dates 02/19/2013 to

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend

Background Information

Public Works employees are required and have been called out, at times, to assist in storm/fire/flood events and have not been compensated for this hazardous part of their job. At their December 18, 2012, Regular Meeting, the Board of Supervisors tabled this item until the first meeting in February (2/5/13).

Evaluation

The Public Works Division wants to recognize the demands and hazardous conditions by providing stipend pay of \$9 per hour or time and half at his/her hourly rate, whichever is greater.

Conclusion

Along with providing a method to record the storm/fire/flood events, the Public Works Division wants to recognize the demands and hazardous conditions of storm/fire/flood events, reduce employee turnover, and entice employees to respond to storm/fire/flood events by providing stipend pay for employees.

Recommendation

The Gila County Public Works Division is still "staffing" the item and will bring back the Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend when it is ready.

Suggested Motion

Information/Discussion/Action to table this item indefinitely until Public Works has completed a final draft, at which time Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend shall be placed on a Board meeting agenda for consideration and action. **(Steve Stratton)**

Attachments

PWD Policy # DPW 12-01 Storm/Fire/Flood Event Stipend



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

<p>Title: Storm/Fire/Flood Event Stipend</p>	<p>Effective Date: 12/18/12</p>	<p>Department: Division-wide</p>
<p>Purpose: The purpose is to ensure the ability to attract and retain fully qualified individuals willing to conduct critical storm/fire/flood event operations and providing a method of recording time on the event.</p>	<p>Authorized Signature:</p> <p align="center">  <hr/> Steve Stratton, Director of Public Works </p> <p align="center"> <hr/> Bryan Chambers Chief Deputy County Attorney </p>	

Policy Statement:

It is the policy of the Gila County Public Works Division to recognize the demands and hazardous conditions of storm/fire/flood events, to reduce employee turnover, and to entice employees to respond to storm/fire/flood events by providing stipend pay for employees who are called out for such events.

1. Background:

The Storm/Fire/Flood Event Stipend is for call out purposes. It is intended to be used for employees who have been called to work outside of their regular work duties or schedule and is only applicable when an employee is called out after normally scheduled hours. This policy will ensure that the employees will

continue to receive a competitive rate of pay for performing storm/fire/flood event activities. The policy includes an explanation of how to record overtime and stipend pay associated with eligible storm/fire/flood event activities.

2. Responsibilities:

It is Gila County Public Works Division's policy to pay \$9.00 per hour Storm/Fire/Flood Event Stipend in addition to regular wages or overtime wages for performing storm/fire/flood event activities. This rate is effective for full time, part time, and temporary Gila County Public Works Division employees including those on probation and will be reviewed as needed in order to remain competitive with local employers. Exempt employees are excluded from this policy.

The Engineering Manager, Solid Waste Operations Manager, Facilities/Fairgrounds Manager, Roads/Shops Manager and/or the Regional Roads Manager will make the determination if the storm/fire/flood event is eligible for stipend pay.

Gila County Public Works Division will uphold safety as the foremost consideration regarding scheduling. It is in the best interest of Gila County Public Works Division to reduce the cost of overtime and keep our employees safe. There are no "sleep" or "break" requirements between shifts. For example, equipment operators and/or mechanics may be called out to drive/work a shift immediately following their normal workday. However, it is the employees' responsibility to keep the supervisors and managers aware of their exhaustion level as it applies to their ability or inability to perform their responsibilities safely *before* being assigned to work a shift. The supervisors and managers need to take into consideration the hours/days worked and schedule the appropriate time off as required.

3. Procedures:

RECORDING TIME FOR STORM/FIRE/FLOOD EVENT ACTIVITIES

1. All Storm/Fire/Flood Event Stipend hours must be recorded on the employee's daily time card according to the instructions in this policy.
2. If an employee is called out after scheduled work hours and the event has been declared as a storm/fire/flood event, the employee is paid for that time at his/her normal or overtime wages plus the \$9.00 per hour stipend.
3. Storm/Fire/Flood Event Stipends will not be converted to comp time.
4. Travel time (one-way) to arrive on-scene to perform storm/fire/flood event activities is included in Storm/Fire/Flood Event hours.

5. Intentional misuse of the storm/fire/flood event pay code for regular work hours will be considered fraud and is cause for disciplinary action, up to and including dismissal.
6. Exempt employees are excluded from this policy.

Attachments:

- A. Time Card Completion Procedures

ATTACHMENT A**Time Card Completion Procedures**

1. Hours must be recorded on the time card as they are actually worked. The signature of the manager of the responding department is required on all daily timesheets when Storm/Fire/Flood Event Stipend hours have been recorded.
 - a. Record the hours physically worked in the week on the time card.
 - b. If performing storm/fire/flood event activities during the week, record the storm/fire/flood event hours on a separate line from Public Works Time Card Coding using activity code 5000. This will result in the employee receiving their regular or overtime pay and \$9.00 per hour for the storm/fire/flood event hours.
2. Use whole or partial hours (to the quarter of an hour) to record time on the time card.
3. Stipend pay shall be paid.
4. When employee is working his/her normal schedule, stipend pay is not earned. Stipend pay is earned only on a call out basis.

ARF-1649

Regular Agenda Item 3- E

Regular BOS Meeting

Meeting Date: 02/05/2013

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Approval of two (2) new County-wide operational policies.

Background Information

This is a continuation of the development of the County-wide Policy Manual which was initiated by staff in 2010. The Manual currently contains Board adopted policies as shown in the attached Table of Contents.

Each Policy, including these two are developed by the staff Policy Review Committee and fully reviewed by the Management Team before they are placed on a Board Work Session Agenda. After the Board has had the opportunity to review, discuss and modify the policies in the Work Session, they are placed on a Board Regular Agenda for adoption.

The Boards, Commissions and Committees (BC&C) Policy was developed after the staff and Board of Supervisors spent several weeks researching, collecting data, and evaluating all County BC&Cs. The Board directed staff to write a policy and establish procedures for monitoring and managing the BC&Cs.

The Community Agency and Economic Development Funding Policy was developed by staff to assist the Board of Supervisors in fairly funding various community and governmental agencies through budgeted and Board constituent funds and in accordance with state law.

Evaluation

The Boards, Commissions and Committees Policy and the Community Agency and Economic Development Funding Policy, in addition to the previously adopted policies, are intended to improve and standardize internal operations in Gila County. They will help establish consistency and fairness in the key processes that effect all departments.

Conclusion

The development of a County-wide Policy Manual will greatly assist in the operational decisions of County government. It will provide uniformity, consistency and fairness throughout all County Offices and Departments.

Specifically, the BC&C Policy will provide the framework for Gila County in administering, monitoring and supporting all of the County appointed boards, commissions and committees.

The Community Agency Funding Policy will guide the staff and Board in funding various community and governmental agencies within the requirements of the Arizona Revised Statutes.

Recommendation

Staff recommends that the Board of Supervisors approve the Board, Commissions & Committees Policy (BOS-COB-002) and the Community Agency and Economic Development Funding Policy (BOS-FIN-016).

Suggested Motion

Information/Discussion/Action to approve the Boards, Commissions and Committees Policy (BOS-COB-002) and the Community Agency and Economic Development Funding Policy (BOS-FIN-016) to be included in the County-wide Policy Manual. **(Don McDaniel)**

Attachments

GC Countywide Policy Manual Table of Contents-rev 1-31-13

Policy No. BOS-COB-002

BOS-FIN-016 Policy and Procedures-Rev 1-31-13

GILA COUNTY

Please note: Policies in black have been adopted by BOS on date noted
Policies in red are pending-number and name may change

SECTIONS: 003 – 010
BOARD OF SUPERVISORS POLICIES

TABLE OF CONTENTS

Approved

ADMINISTRATIVE-003

- BOS-ADM-001-DEVELOPMENT, REVIEW & APPROVAL OF POLICIES & PROCEDURES
- BOS-ADM-002-ELECTRONIC MEDIA ISSUANCE & USE
- BOS-ADM-003-COMPUTER & INTERNET USE
- BOS-ADM-004-SOCIAL MEDIA USE
- BOS-ADM-005-COUNTY VEHICLE USE & TAKE HOME ADMINISTRATION

CLERK OF THE BOARD-004

- BOS-COB-001-BOARD MEETING AGENDAS & MINUTES
- BOS-COB-002-BOARDS, COMMISSIONS & COMMITTEES
- BOS-1-2005-REQUEST FOR PUBLIC RECORDS (New# BOS-COB-003 & name change to ACCESS TO PUBLIC RECORDS) 12/13/05
- BOS-COB-003-ACCESS TO PUBLIC RECORDS
- BOS-1-2009-CALL TO THE PUBLIC (being revised & new# BOS-COB-004).....02/17/09
- BOS-COB-004-CALL TO THE PUBLIC

FINANCE-007

- BOS-FIN-001-DEPARTMENTAL BANK ACCOUNTS.....09/20/11
- BOS-FIN-002-PROCUREMENT CONTRACTS.....09/20/11
- BOS-FIN-003-PROCUREMENT PURCHASING09/20/11
- BOS-FIN-004-(VACANT)
- BOS-FIN-005-CAPITALIZATION OF FIXED ASSETS.....08/20/12
- BOS-FIN-006-TRAVEL & RELATED EXPENSES
- BOS-FIN-007-CREDIT CARD ISSUANCE & USE
- BOS-FIN-008-FUNDS TRANSFER08/20/12
- BOS-FIN-009-FUND BALANCE08/20/12
- BOS-FIN-010-CASH RECEIPT & DEPOSITS08/20/12
- BOS-FIN-011-MILEAGE REIMBURSEMENT
- BOS-FIN-012-(Vacant #)

BOS-FIN-013-MEMBERSHIPS IN PROFESSIONAL ASSOCIATIONS REIMBURSEMENT
 BOS-FIN-014-DISPOSAL OF FIXED ASSETS & INVENTORY08/20/12
 BOS-3-2005-ACCEPTING AND ADMINISTERING GRANTS (name change to GRANTS MANAGEMENT & new#BOS-FIN-015)12/13/05
 BOS-FIN-015-GRANTS MANAGEMENT
 BOS-FIN-016-COMMUNITY AGENCY & ECONOMIC DEVELOPMENT FUNDING

HUMAN RESOURCES-009

BOS-HRS-001-TEMPORARY EMPLOYEES
 BOS-HRS-002-EMERGENCY EMPLOYEES
 BOS-HRS-003-VOLUNTEERS
 BOS-HRS-004-NEW EMPLOYEE ORIENTATION
 BOS-HRS-005-PAYROLL TIME REPORTING
 BOS-HRS-006-PAYROLL AUTHORIZATIONS09/20/11
 BOS-HRS-007-DISCLOSURE OF CONFLICT OF INTEREST.....08/20/12
 BOS-HRS-008-PREVENTION OF WORK PLACE VIOLENCE
 BOS-HRS-009-AUTHORIZED POSITION LIST
 BOS-HRS-010-Vacant

SAFETY, SECURITY & EMERGENCY-010

BOS-SSE-001-NOTIFICATION IN EMERGENCY SITUATIONS
 BOS-SSE-002-FACILITIES SECURITY PLAN
 BOS-SSE-003-DISASTER EVACUATION PLAN
 BOS-SSE-004-INCIDENT REPORTING
 BOS-SSE-005-BOMB THREATS
 BOS-SSE-006-DISASTER DRILLS
 BOS-SSE-007-HOSTILE INTRUDER
 BOS-SSE-008-VACANT
 BOS-SSE-009-BUILDING ACCESS-KEY & CARD ISSUANCE
 BOS-SSE-010-HAZARDOUS MATERIAL CONTROL
 BOS-SSE-011-HANDICAPPED ACCESSIBILITY

ELS-001-ELECTION SECURITY AND INTEGRITY06/05/12

Gila County Policy BOARDS, COMMISSIONS AND COMMITTEES	Policy Number: BOS-COB-002	Page
	Adopted by BOS: 2-5-2013 Revised:	1 of 1

I. PURPOSE:

The purpose of this policy is to establish uniform appointment and operational guidelines for existing or future members of Gila County Boards, Commissions and Committees (BCCs).

II. POLICY:

The Chief Deputy Clerk of the Board of Supervisors has responsibility to coordinate with all Staff Liaisons to ensure compliance with all of the requirements for BCCs assigned to each Staff Liaison.

All Staff Liaisons, as designated by the County Manager, are responsible to ensure that members of any BCC appointed by the Board of Supervisors adhere to all applicable state statutes and bylaws of a specific board, commission or committee and any other requirements as outlined in the Staff Liaison's Handbook.

SIGNATURES:

_____ **CHAIRMAN, BOARD OF SUPERVISORS**

_____ **DATE**

* See attached Boards, Commissions and Committees Staff Liaison's Handbook



GILA COUNTY

BOARDS, COMMISSIONS AND COMMITTEES

STAFF LIAISON'S HANDBOOK

CLERK OF THE BOARD OF SUPERVISORS DEPARTMENT

(February 5, 2013)

TABLE OF CONTENTS

I. AUTHORITY AND RESPONSIBILITIES	
CLERK OF THE BOARD OF SUPERVISORS DEPARTMENT	1-2
STAFF LIAISON	2-3
MEMBER	3-4
II. GENERAL INFORMATION	4
III. AGENDA PROCEDURES	4
IV. APPOINTMENT DESIGNATION DEFINITIONS	4-5
V. TRANSMITTAL FORMS	5
VI. ARIZONA OPEN MEETING LAW OVERVIEW	5-6
SAMPLE FORMS	
LOYALTY OATH OF OFFICE	7
NOTIFICATION LETTER OF APPOINTMENT	8
DISCLOSURE STATEMENT	9
MEETING ATTENDANCE POLICY AND ROSTER	10
BOARDS, COMMISSIONS AND COMMITTEES MEMBERSHIP LIST	11
BOARDS, COMMISSIONS AND COMMITTEES COMPLIANCE CHECKLIST	12

I. AUTHORITY AND RESPONSIBILITIES:

Clerk of the Board of Supervisors Department

The Clerk of the Board of Supervisors Department maintains the official file for all Gila County Boards, Commissions and Committees (BCCs). The official file contains information regarding the creation of the BCC, the scope, membership roster, statutory disclosure and meeting information as prescribed by the Arizona Revised Statutes and further defined in the Arizona Attorney General's Handbook, Chapter 7 – Open Meetings.

To ensure compliance with all of the requirements for BCCs, the Chief Deputy Clerk of the Board of Supervisors shall:

- Finalize matters relating to BCCs on the meeting agenda for Board of Supervisors' action.
- Notify the Staff Liaison within 48 hours of the official action of the Board of Supervisors for any Member's appointment or reappointment to a BCC.
- Ensure that all signed Loyalty of Oath of Office for each Member is filed in the Clerk of the Board of Supervisors Department. *(A sample form is attached.)*
- In conjunction with the County Attorney's Office, provide orientation and training to Staff Liaisons and Gila County staff for compliance with the Arizona Open Meeting Law and on any statutory or departmental procedures relating to BCCs.
- Ensure that a Disclosure Statement for each BCC is filed in the Clerk of the Board of Supervisors Department. *(A sample form is attached.)*
- Maintain/update the Gila County Board of Supervisors' BCC Manual on a monthly basis for distribution. This manual provides summary information on each established BCC.
- Update and maintain information on the membership and terms of office for all Gila County BCCs on the Gila County website.
- Update and distribute a Membership List to those individuals who have been issued a Gila County Board of Supervisors' BCC Manual and to the appropriate Staff Liaison

within one week from the time the Board of Supervisors takes an official action on any BCC.

- Keep on file a copy of all BCC meeting notices, agendas and minutes in accordance with the retention/destruction schedule as prescribed by the Arizona Department of Library, Archives and Records.

Staff Liaison

Each individual BCC has an assigned Staff Liaison. The Staff Liaison shall:

- Attend training conducted by the Clerk of the Board of Supervisors Department to gain a thorough understanding of all statutory and procedural responsibilities of this position.
- Notify any new Member and new County staff of the date, time and location of orientations and trainings as scheduled by the Clerk of the Board of Supervisors Department.
- Ensure that the appointee file an executed/notarized Loyalty Oath of Office with the Chief Deputy Clerk of the Board prior to participating in any official BCC pursuant to A.R.S. §38-231. Members have no voting rights until they have executed their Loyalty Oath.
- Provide an information packet to each newly appointed Member which contains the following:
 - a notification letter of appointment (*A sample letter is attached.*)
 - a copy of the Arizona Attorney General's Open Meeting Law Handbook, Chapter 7 – Open Meetings and Chapter 8 – Conflict of Interest; and,
 - a Loyalty Oath of Office
- File a Disclosure Statement with the Clerk of the Board of Supervisors Department and update/amend as necessary. (*A sample form is attached.*)
- Ensure that all notices of BCC meetings are posted within the statutory 24 hour limit.
- Provide the Clerk of the Board of Supervisors Department with a copy of each BCC notice and meeting agenda at the time of posting and a copy of meeting minutes within 2 days after BCC official approval.

- Ensure that each Member meets attendance requirements. (If a Member does not meet attendance requirements, prepare and submit the Member's dismissal/removal from office on a future Board of Supervisors' meeting agenda.) *(A sample meeting attendance policy and roster is attached.)*
- Set matters relating to BCCs on the meeting agenda for Board of Supervisors' action through the AgendaQuick™ electronic meeting agenda system in a timely manner.
- Notify the Chief Deputy Clerk for the following:
 1. Members' resignations or other vacancies.
 2. Changes in officers, structure or function of a BCC.
 3. Changes in meeting location or standard meeting dates and times.
 4. Changes in any applicable statutes and/or bylaws for any BCC.

Member

Upon acceptance of an appointment, a Member shall:

- Pursuant to A.R.S. §38-431.01(G), a person elected or appointed to a public body shall review the Open Meeting Law (OML) materials at least one day before the day that person takes office. *(A link to OML materials is provided on the Gila County Website.)*
- Immediately execute a Loyalty Oath of Office and file it with the Clerk of the Board of Supervisors Department. Elected Officials appointed to BCCs are not required to execute another Loyalty Oath. Members are not eligible to vote until they have executed and filed their Loyalty Oath.
- Attend scheduled meetings. Lack of attendance can result in a lack of a quorum, thereby, hindering the activities of the respective BCC. If the occasion arises when a Member cannot attend, the Member should notify the Staff Liaison.

Members may be dismissed/removed from office due to:

- Failure to meet attendance requirements. Members who miss 4 consecutive meetings or 40 percent of the meetings in a calendar year could be removed from the respective BCC.
- Failure to execute and file a Loyalty Oath.
- Having been appointed with the designation which states, "Serving at the discretion of the Board."

II. **GENERAL INFORMATION:**

The Board of Supervisors formally approves the establishment, composition, scope and membership requirements for Gila County BCCs.

III. **AGENDA PROCEDURES:**

All appointments/reappointments to BCCs must be placed on a Board of Supervisors' meeting agenda for official action.

- BCC agenda items are to be submitted into AgendaQuick™ by the Staff Liaison or his/her designee in accordance with the Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule. The following materials need to be electronically attached to the agenda item: Membership list with any proposed changes outlined in blue lettering, correspondence, resume, letter of interest, etc.
- A hard copy of the agenda review form and all of the attachments must be delivered to the Clerk of the Board of Supervisors Department in accordance with the Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule.
- The Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule is located on the Gila County Intranet.

IV. **APPOINTMENT DESIGNATION DEFINITIONS:**

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

- Supervisor Appointment: Member unrestricted by district.
- Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are ratified by the Board of Supervisors.
- County at Large: Members are unrestricted by district and can be recommended for appointment by any supervisorial district or by the committee.
- Alternate Members: As defined by individual Committee criteria.

V. TRANSMITTAL FORMS:

Standard information is required to establish a new BCC, change the purpose, scope, appoint/reappoint members or amend membership criteria. To assist in compiling this information, the following two forms have been developed:

- Gila County Boards, Commissions and/or Committees Membership Form *(A sample form is attached.)*

Provides information regarding names of Members, type of appointment, new appointment or reappointment, dates of term of office, and length of term of office.

- Gila County Board, Commissions and Committees Report – Compliance Checklist *(A sample form is attached.)*

Provides information for the establishment/amendment of a BCC stating the purpose, authorization, and meeting information.

VI. ARIZONA OPEN MEETING LAW OVERVIEW

The Staff Liaison provides a copy of the Arizona Attorney General's Handbook, Chapter 7 – Open Meetings and Chapter 8 – Conflict of Interest, to each new appointee to a Gila County BCC. (The Open Meeting Law materials are also available on the Gila County website.) The following is an abbreviated overview:

- Disclosure Statement

The first step to compliance is the filing of a Disclosure Statement by the public body identifying where public notices of its meetings will be posted. This should be filed with the Clerk of the Board of Supervisors Department prior to holding the first meeting of a newly formed committee and updated/amended as needed.

- Posting Notices

Public notice must be given for all public meetings and executive sessions at least 24 hours in advance. To establish order and uniformity in the posting of County notices, the following procedures should be implemented:

1. All original meeting notices shall be filed with the Staff Liaison at least **48 hours prior** to a meeting to ensure compliance with statutory posting requirements. The meeting notice must include the following information: location/address, day/date, time and information on where to obtain a copy of the agenda.
2. The Staff Liaison will be responsible to ensure the meeting notice has been posted in the official County places and any other designated places as listed on the Disclosure Statement.

- Loyalty Oath of Office

In accordance with A.R.S. §38-231, all appointed members are required to execute a Loyalty Oath, with the exception of Elected Officials.

- Conflict of Interest

Conflict of Interest is defined in A.R.S. §38-503 and further explained in the Arizona Attorney General's Handbook, Chapter 8. Any BCC member who by definition has a conflict of interest must file a statement explaining the conflict with the Staff Liaison.

- Minutes/Public Records

A.R.S. §38-431.01 (B), defines the minute/public record requirements for BCCs. BCCs required to take minutes should provide a copy for inclusion in the Clerk of the Board of Supervisors Department's records.

LOYALTY OATH OF OFFICE

(Name), (Title), (Office)

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231; Officers and employees

required to take loyalty oath; form; classification; definition

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

State of Arizona, County of Gila

I, **(Name)**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **(Name of Office)** according to the best of my ability, so help me God (or so I do affirm).

(Signature of Officer)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district, or public educational institution.

Subscribed and sworn to before me on this _____ day of _____ 2013.

(SEAL)

Notary Public in and for the County of Gila,
State of Arizona

(Place on official County Letterhead)

(Date)

Name

Address

City, State, Zip

Re: Appointment to (Name of BCC)

On (Board of Supervisors' meeting date), the Gila County Board of Supervisors approved your appointment to serve on the above-referenced (state Board, Commission or Committee).

To help you serve in this capacity, enclosed is an information packet containing a copy of the Attorney General's Office Summary of Arizona's Open Meeting Law, which includes Chapter 8 "Conflict of Interest", and a Loyalty of Oath of Office for your appointment.

A.R.S. §38-231 mandates that all Gila County Board, Commission and Committee members be administered a Loyalty Oath of Office prior to beginning their term. Your signature on the enclosed Loyalty Oath of Office must be witnessed by a Notary Public and returned to the Clerk of the Board of Supervisors Department for official filing. Please note that you will be unable to participate in any official Board, Commission and Committee business until you have executed your Loyalty Oath of Office. **Please return your notarized oath to the Clerk of the Board of Supervisors Department by (date).**

Thank you for your prompt attention to this matter.

Sincerely,

(Name and Title)

Enclosure

cc: M. Sheppard, Chief Deputy Clerk of the Board

DISCLOSURE STATEMENT

**STATEMENT OF LOCATIONS WHERE ALL NOTICES OF THE MEETINGS OF THE
[NAME OF PUBLIC BODY] WILL BE POSTED**

TO: THE HONORABLE SECRETARY OF STATE and THE CITIZENS OF ARIZONA

Pursuant to A.R.S. § 38-431.02, the [name of public body] hereby states that all notices of the [name of public body] and any of its committees or subcommittees will be posted [identify the location where notices will be posted and include the hours during which such locations are open to the public, for example, “in the glass case which is located on the west wall of the Courthouse main entrance, 1400 E. Ash Street, Globe, Arizona. 1400 E. Ash Street, Globe, Arizona. This location is accessible to the public Monday through Sunday, twenty-four (24) hours per day.”] Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting.

Dated this _____ day of _____ 2013.

[name of public body]

By [authorized signature]

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD
 (Proposed to BOS on 08/07/12 and, if approved, the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior</u> 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)
Margaret Celix (Public Sector-appointed by BOS)	B	C	12	01/01/09-12/31/12	4
Lynn Canning (Public Sector-appointed by BOS)	B	C	4	01/01/12-12/31/15	4
Audry Opitz (Public Sector-appointed by BOS)	B	A	-	01/01/10-12/31/13	4
John Zilisch (Low-Income Sector-elected by CAP Board)	C	A	-	02/15/12-12/31/15	3 years, 11 months
Annie Hinojos (Low-Income Sector-elected by CAP Board)	C	C	22	01/01/10-12/31/13	4
Nolberto Waddell (Low-Income Sector-elected by CAP Board)	C	C	4	01/01/10-12/31/13	4
Vickie Quesada (Private Sector-elected by CAP Board)	C	C	11	01/01/10-12/13/13	4
Barbara Leetham (Private Sector- elected by CAP Board)	C	C	4	01/01/12-12/31/15	4
Ramona Ortiz (Private Sector-elected by CAP Board)	C	A	-	01/01/10-12/31/13	4

Appointment Designation Definitions:

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

GILA COUNTY

BOARDS, COMMISSIONS AND COMMITTEES REPORT

COMPLIANCE CHECKLIST

Name	
Gila County Staff Liaison	
Legal Basis for Establishment	
Date of Creation	
Bylaws	
Charter	
Legal Counsel	
Assigned Areas of Responsibility	
Membership	
Terms of Office	
Appointing Authority	
Meeting Schedule	
Location	
Meeting Legal Posting and Advertising	
Meeting Agendas	
Meeting Minutes	
Funding Sources	
Amounts	
Significant Actions and Accomplishments	
Notes -	

Gila County Policy Community Agency and Economic Development Funding	Policy Number: BOS-FIN-016	Page
	Adopted by BOS: 00-00-0000 Revised: 00-00-0000	1 of 1

I. PURPOSE:

The Community Agency and Economic Development Funding Policy is adopted to allow the Gila County Board of Supervisors and staff to provide economic development activities by funding non-profit entities, (community agencies), cities, towns and other governmental agencies in Gila County to perform economic development services and activities.

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

II. POLICY:

It is the policy of the Gila County Board of Supervisors to annually consider funding for non-profit entities (community agencies), cities, towns, and other governmental agencies for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statutes §11-254. Contribution for economic development; and §11-254.04. Expenditures for economic development; definition.

SIGNATURES:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

+ See attached administrative procedures.

**GILA COUNTY COMMUNITY AGENCY AND ECONOMIC DEVELOPMENT
FUNDING PROCEDURES**

I. DEFINITIONS:

NONE

II. PROCEDURES:

A. General Requirements and Objective

Annually, County staff shall develop a Community Agency and Economic Development Funds list consisting of non-profit entities (community agencies), cities, towns and other governmental agencies to be considered for funding in the next annual budget. The list shall be made up of agencies funded in the previous budget year and any new or known requests for the upcoming budget year.

The list is for staff purposes only and will not be published in the budget, but will be used each year to establish the proposed funding levels for the budget line items of Constituent Funds – Districts I, II, and III, the Community Agency Fund, and the Community/Economic Development Fund. Agencies not included on the list may be considered for funding depending upon the availability of funds.

B. Consideration for Funding

Eligible recipients of funding are limited to non-profit agencies, cities, towns or other governmental agencies. The purpose of the funding shall be to provide services to the public which Gila County is authorized to provide in conformance with Arizona Revised Statute §11-251. Powers of the board; or for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statute §11-254. Contribution for economic development; and §11-254.04. Expenditures for economic development; definition.

When a request is being considered for funding, Gila County may, with mutual consent of the recipient, provide in-kind services, man power, equipment, and material in lieu of funding to meet the needs of specific requests.

C. Funding Process

1. Funding requests must be submitted to the Gila County Finance Department on the letterhead of the non-profit entity, city, town or other governmental agency.
2. Gila County will provide an intergovernmental agreement, a memorandum of understanding or a contract which enumerates the specific services or activities to be funded and provided. The intergovernmental agreement, memorandum of understanding or contract must be signed by both parties.
3. Non-profit entities are defined as those enjoying federal tax exempt status with the Internal Revenue Service.
4. Proof of non-profit tax exempt status must be furnished with the intergovernmental agreement, memorandum of understanding or contract.

D. Constituent Funds

Annually, Constituent Funds are appropriated for each of the three (3) members of the Gila County Board of Supervisors for use within their respective districts for purposes each Supervisor deems appropriate. While these discretionary funds can be used for a wide range of projects, services, and activities, each Supervisor is bound by Arizona law and Gila county policies in their use. For example:

1. The use of Constituent Funds to hire temporary employees is subject to all of Gila County's open and competitive recruiting, selection and hiring policies and procedures.
2. The use of Constituent Funds to support non-profit entities, cities, towns and other governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are determined to benefit the public, are subject to the customary process and requirements of an intergovernmental agreement, memorandum of understanding or contract.
3. The use of Constituent Funds to purchase products, goods or services is subject to all Gila County open and competitive bidding and award policies and procedures.

4. Any other use of Constituent Funds not enumerated above is subject to prior approval of the Gila County Board of Supervisors.

E. Hiring Temporary Employees

1. Submit a “Request to Post” and a “Payroll Authorization” to the Gila County Human Resources Department. (Note: Allow a minimum of three (3) weeks to hire a temporary employee).

The “Request to Post” shall include:

- a) A description of the specific Gila County purpose and task to be accomplished
 - b) The job classification title and its salary, grade, and step.
 - c) The name of the department/division or elected office to whom the temporary employee will report (County elected official or department/division director will assign a direct supervisor).
 - d) The start and end date of the temporary position.
2. All temporary positions shall be posted and/or advertised for a minimum of five (5) regular working days.
 3. Hiring will be based upon the results of an interview and background check of the qualified applicants.
 4. The “effective date” of hire cannot precede the interview completion date.

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Diana Russell, REPAC
Program Manager

Submitted By: Diana Russell, REPAC Program
Manager, Community Services Division

Department: Community Services Division **Division:** REPAC Department

Information

Request/Subject

Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111006001) with the Arizona Department of Economic Security.

Background Information

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

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

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

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

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

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

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

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

On July 17, 2012, the Board of Supervisors approved Amendment No. 7, which was amended to increase the contract from \$5,847,242 to \$8,642,496.

On September 4, 2012, the Board of Supervisors approved Amendment No. 8, which was amended to increase the contract from \$8,642,496 to \$8,699,003.

Evaluation

Under the Local Workforce Investment Area there are a total 15 performance measures for the Youth (7 measures), Dislocated Worker (4 measures), and Adult Program (4 measures). To exceed a performance measure means the local area must have achieved over 100% of the negotiated level. Gila/Pinal has met 14 performance measures out of 15 with over 100% of the negotiated level.

THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following reduction of funds by

Program and Fiscal Year are:

FY12 Dislocated Worker Programs Funds
FROM \$975,869.00 TO \$825,869.00

The reimbursement ceiling is decreased from \$8,699,003.00 to \$8,549,003.00

Attachment H, Allocation by Program and Fiscal Year, revised 1/3/2013 is attached to this Amendment and reflects all current totals by Program and Fiscal Year.

Decrease is movement of Dislocated Worker funds to Adult Program authorized under the the Workforce Investment Act.

Conclusion

Amendment No. 9 is a reduction of dollars to Contract No. DE111006001 to reflect a decrease to the contract in the amount of \$150,000. Contract No. DE111006001 between the Arizona Department of Economic Security and Gila County Board of Supervisors has a decrease from \$8,699,003 to \$8,549,003. The contact termination date is August 31, 2015.

Recommendation

The WIA Dislocated Worker Program Manager recommends approval of Amendment No. 9 to Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors. The Amendment No. 9 decreases the Contract from \$8,699,003 to \$8,549,003 in order to make the funds available to the entities (White Mountain Apache Tribe, Colorado River Indian Tribes, San Carlos Apache Tribe, Cocopah Tribe) that will be using the funds for their Adult Programs.

Suggested Motion

Approval of Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and the Gila County Board of Supervisors decreasing the Contract amount from \$8,699,003 to \$8,549,003 due to the Gila-Pinal Workforce Investment Area's transfer of Dislocated Worker FY12 Program funds to the Tribal Entities' Adult Programs.

Attachments

Amendment #9 to IGA (Contract #DE111006001)

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Table with 2 columns: Contractor information (Gila County Board of Supervisors) and Contract/Amendment numbers (DE111006001, 09).

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following reduction of funds by Program and Fiscal Year are:

FY12 Dislocated Worker Program Funds
FROM \$975,869.00 TO \$825,869.00

The reimbursement ceiling is decreased from \$ 8,699,003.00 to \$8,549,003.00

Attachment H, Allocation by Program and Fiscal Year, revised 1/3/2013 is attached to this Amendment and reflects all current totals by Program and Fiscal Year.

Decrease is movement of Dislocated Worker funds to Adult Program authorized under the Workforce Investment Act.

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

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

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

Table with 2 columns for signatures and typed names of Arizona Department of Economic Security and Gila County. Includes fields for title and date.

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General
Date:

By: Public Agency Legal Counsel
Date:

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			\$ 3,010,643.00			
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 825,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	\$ 56,507.00	*1	*2	*3
			\$ 2,743,106.00			

Revised 3/13/2012

PY	2012	AD ADMIN	\$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	\$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	\$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	\$ 71,300.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	\$ 100,198.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	YOUTH	\$ 630,336.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	ADULT	\$ 53,004.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	\$ 641,698.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	\$ 155,350.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	\$ 901,786.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	\$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	\$ 126,587.00	10/1/2012	6/30/2014	8/15/2014
			\$ 2,795,254.00			

Revised 1/3/2013

- *1 - Date of last signature on Amendment 9
- *2 - 12 months after date of last signature on Amendment 9
- *3 - 12 months and 45 days after date of last signature on Amendment 9

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker



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-1641

Consent Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 02/05/2013

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

Department: Elections Department

Information

Request/Subject

Intergovernmental Agreement for Election Services between Gila County and the Town of Hayden.

Background Information

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

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

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

Evaluation

The Town of Hayden has requested that Gila County conduct its town council elections.

Conclusion

At this time, the Town of Hayden wishes to enter into a Master Agreement with Gila County for election services.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the Intergovernmental Agreement for Election Services between Gila County and the Town of Hayden.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County and the Town of Hayden.

Attachments

IGA for Election Services with Town of Hayden
Legal Explanation

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

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

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



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

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

WHEREAS, the Town of Hayden seeks Gila County assistance in the conduct of elections; and

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

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

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

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

II. The Jurisdiction shall:

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

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

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

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

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

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

Intergovernmental Agreement for Election Services

Signed this 19th day of November, 2012

GILA COUNTY BOARD OF SUPERVISORS

TOWN OF HAYDEN

Tommie C. Martin
Chairman



Monica Badillo
Mayor

ATTEST

APPROVED AS TO FORM

Marian Sheppard
Deputy Clerk of the Board



Steven R. Cooper

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney



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:

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ARF-1658

Consent Agenda Item 4- C

Regular BOS Meeting

Meeting Date:	02/05/2013		
<u>Submitted For:</u>	Michael O'Driscoll, Health & Emergency Services Division Director	<u>Submitted By:</u>	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Emergency Services
<u>Fiscal Year:</u>	FFY2012	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	10/01/2011 - 06/30/2013	<u>Grant?:</u>	Yes
<u>Begin & End:</u>			
<u>Matching Requirement?:</u>	Yes	<u>Fund?:</u>	Replacement

Information

Request/Subject

FFY2012 Emergency Performance Management Grant (EMPG) Grant Award No. EMW-2012-EP-00003 replacing FFY2011 EMPG Grant Award No. EMW-2011-EP-00006 from the Arizona Division of Emergency Management.

Background Information

FFY2012 EMPG Grant Award No. EMW-2012-EP-00003 is awarded to Gila County from the Arizona Division of Emergency Management through funding provided by the Federal Emergency Management Agency. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, so that a comprehensive emergency preparedness system exists for all hazards.

Evaluation

The EMPG supports the efforts of the Gila County Department of Emergency Management in the Division of Health and Emergency Services to coordinate emergency preparedness, response, recovery, and mitigation activities with other public agencies, private organizations, and community volunteers.

Conclusion

The EMPG is a 50% fund matching grant. The annual award supports department personnel and operational costs.

Recommendation

The Division of Health and Emergency Services Director recommends that the Board of Supervisors accept the FFY2012 EMPG Grant Award No. EMW-2012-EP-00003 from the Arizona Division of Emergency Management grant award in the amount of \$113,783 for the performance period of October 1, 2011, through June 30, 2013.

Suggested Motion

Acceptance of the FFY2012 Emergency Management Performance Grant (EMPG) Grant Award No. EMW-2012-EP-00003 from the Arizona Division of Emergency Management in the amount of \$113,783 for the performance period of October 1, 2011, through June 30, 2013, replacing FFY2011 Grant Award No. EMW-2011-EP-00006.

Attachments

- Award
- Application
- CoverSheet
- Legal Explanation



**ARIZONA DEPARTMENT OF EMERGENCY
AND MILITARY AFFAIRS**

Arizona Division of Emergency Management
5636 East McDowell Road, Building M5101, Phoenix, Arizona 85008-3495
(602) 244-0504 1-800-411-2336



Janice K. Brewer
GOVERNOR

MG Hugo E. Salazar
THE ADJUTANT GENERAL

June 21, 2012

Michael O'Driscoll, Director
Gila County Emergency Management
5515 S. Apache Ave., Suite 400
Globe, AZ 85501

RE: FFY 2012 Emergency Management Performance Grant (EMPG) Award Letter
Grant # EMW-2012-EP-00003
CFDA # 97.042
Revised Awarded Amount: **\$113,783.00**

Dear Mr. O'Driscoll:

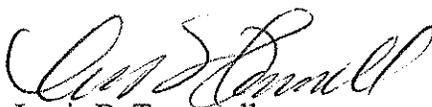
The Arizona Division of Emergency Management has received and approved your completed application packet. We are pleased to provide you with this Grant Award letter in the amount of **\$113,783.00**. Funds may now be obligated and expended in accordance with the EMPG grant guidelines. The period of performance will be from **October 1, 2011 – June 30, 2013**.

As a reminder, the quarterly Expenditure and Narrative Reports are due within 30 days of the end of each calendar quarter to receive reimbursement. Both reports may be e-mailed to Julie.phelps@azdema.gov, as electronic signatures are now accepted on the Expenditure Report. If any information is sent, use the following address:

Arizona Division of Emergency Management
Julie Phelps, Fiscal Services Manager
5636 E McDowell Rd.
Phoenix, AZ 85008

Should you have any questions, you may contact Julie Phelps at 602-464-6347. I look forward to working with you and your staff in the coming year.

Sincerely,


Louis B. Trammell
Director

**Emergency Management Performance Grant (EMPG)
Arizona Division of Emergency Management
FFY 2012 Quarterly Report Due Dates**

Period of Performance

The period of performance for FFY2012 EMPG will be from October 1, 2011 through June 30, 2013 allowing maximum flexibility to plan and coordinate the use of funds.

Quarter	Due Date
First Quarter: October 1, 2011 - December 31, 2011	January 15, 2012
Second Quarter: January 1, 2012 - March 31, 2012	April 15, 2012
Third Quarter: April 1, 2012 - June 30, 2012	July 15, 2012
Fourth Quarter: July 1, 2012 - September 30, 2012	October 15, 2012
Fifth Quarter: October 1, 2012 - December 31, 2012	January 15, 2013
Sixth Quarter: January 1, 2013 - March 30, 2013	April 15, 2013
Seventh Quarter: April 1, 2013 - June 30, 2013	July 15, 2013

**Fiscal Year 2012 Application Checklist
Emergency Management Performance Grant (EMPG)**

County: **Gila**

Application Attachments:

X	Personnel Worksheet	X	Assurances - SF 424B
X	Equipment - if applicable	X	Work Plan Narrative on Letterhead
X	Budget - SF 424A	X	Special Conditions
X	Application - SF 424	X	Certification Form

Emergency Management Director/Coordinator

Name: Michael O'Driscoll, Director

Mailing Address: 5515 S. Apache Ave., Suite 400

City, Zip: Globe, 85501

Phone #'s: 928-402-8761

Cell:

E-Mail: modriscoll@co.gila.az.us

Grant Financial Officer

Name:

Mailing Address:

City, Zip:

Phone #'s:

Cell:

E-Mail:

My Contact for EMPG Questions

Name: Debra L. Williams, Deputy Director for Emergency Management

Mailing Address: 5515 S. Apache Ave., Suite 400

City, Zip: Globe, 85501

Phone #'s: 928-402-8763

Cell: 928-701-1811

E-Mail: dwilliams@co.gila.az.us

Mailing Address for Reimbursements (if different from above)

Name:

Mailing Address:

City, Zip:

**EMERGENCY MANAGEMENT ASSISTANCE PERSONNEL WORKSHEET
NONCONSTRUCTION PROGRAMS**

1. PROGRAM AGENCY OR ORGANIZATION <i>U.S. Department of Homeland Security</i>	2. BUDGET PERIOD (Month, Day, Year) Beginning Date: 10/01/2011 Ending Date: 09/30/2013
---	---

3. RECIPIENT ORGANIZATION Gila	4. PROGRAM: FFY 2012 Emergency Management Performance Grant (EMPG) CFDA NUMBER: 97.042
--	--

5 (A) Position Title	(B) EMPG Full Time	(C) EMPG Part Time	(D) Federal Funds Personnel	(E) Federal Funds Fringe Benefits	(F) Local Funds Personnel	(G) Local Funds Fringe Benefits	(H) Annual Salary
Director		X	21,013.20	8,195.15	21,013.20	8,195.15	\$ 58,416.70
Executive Admin Assistant		X	18,605.60	3,302.49	18,605.60	3,302.49	\$ 43,816.18
Deputy Director		X	22,625.20	8,823.83	22,625.20	8,823.83	\$ 62,898.06
Administrative Clerk Grant & Special Projects Management	X		11,928.80	4,652.23	11,928.80	4,652.23	\$ 33,162.06
NIMS Management		X	906.88	353.68	906.88	353.68	\$ 2,521.12
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total			\$ 88,890.88	\$ 30,713.75	\$ 88,890.88	\$ 30,713.75	\$ 239,209.26

Budget Information - Non-Construction Programs

Section A - Budget Summary

County:	Gila	Note: Complete the shaded sections only. This worksheet should reflect your total budget.				
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EMPG	97.042			\$ 162,104.63	\$ 162,104.63	\$ 324,209.26
2						
5. Totals				\$ 162,104.63	\$ 162,104.63	\$ 324,209.26

Section B - Budget Categories

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total
	(1)	(2)	(3) Federal	(4) Non-Federal	(5)	
a. Personnel			\$ 88,890.88	\$ 88,890.88	\$ 177,781.76	
b. Fringe Benefits			\$ 30,713.75	\$ 30,713.75	\$ 61,427.50	
c. Travel			\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
d. Equipment			\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	
e. Supplies			\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
f. Contractual			\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	
g. Construction			\$ -	\$ -	\$ -	
h. Other			\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	
i. Total Direct Charges (sum of 6a-6h)			\$ 162,104.63	\$ 162,104.63	\$ 324,209.26	
j. Indirect Charges					\$ -	
k. TOTALS (sum of 6i and 6j)			\$ 162,104.63	\$ 162,104.63	\$ 324,209.26	

7. Program Income					
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ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Michael J. O'Driscoll</i>		TITLE Director, Health & Emergency Services
APPLICANT ORGANIZATION Gila		DATE SUBMITTED 40968

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

FFY 2012 / CFDA: 97-042

PERFORMANCE PERIOD: 10/1/11 - 9/30/13

Special Conditions

JURISDICTION:

Gila

EMERGENCY MANAGER:

Michael O'Driscoll

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO **WITHIN THIRTY (30)** DAYS FROM THE AWARD LETTER DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.

1. All sub-recipients must comply with National Incident Management System (NIMS) requirements as specified in the Fiscal Year 2011 EMPG Program Guidelines and Application Kit, page 6.
2. Sub-recipient agrees to comply with the financial and administrative requirements set forth in the OMB Circular A-133, §400(d)(3) and (4); when spending **\$500,000 or more of all federal funds, to obtain annual single audits and submit their audit reports to ADEM** within nine months after the sub-recipient's year end.
3. Follow the current grant guidance as well as the Authorized Equipment List (AEL), located at www.rkb.us, for all equipment purchases. The sub-recipient agrees that, when practicable, any equipment purchased with grant funding shall be marked with "Purchased with funds provided by the U.S. Department of Homeland Security."
4. Exercises utilizing Homeland Security funding must be reported in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidelines.
5. Sub-recipients receiving EMPG funds will be subject to monitoring and site visits by ADEM staff.

I certify that I fully understand and agree to comply with the special conditions of this grant; to comply with the provisions of the regulations governing these funds; and that the receipt of these grant funds through the grantee will not supplant state or local funds.

Emergency Manager Signature: _____

Michael J. O'Driscoll

Date: 02/29/2012

**ARIZONA DIVISION OF EMERGENCY MANAGEMENT/ARIZONA EMERGENCY RESPONSE COMMISSION
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Arizona Division of Emergency Management (ADEM)/Arizona Emergency Response Commission (AZSERC) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(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 connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Michael O'Driscoll

Name
5515 S. Apache Ave.

Address
Suite 400

City, State Zip
Globe, AZ 85501

Michael J. O'Driscoll

02/29/2012

Signature

Date

**QUARTERLY FINANCIAL EXPENDITURE REPORT
FFY 2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) CFDA 97-042**

IN SUBMITTING THIS REPORT, THE JURISDICTION REPRESENTS THE JUSTIFICATION TO THESE EXPENDITURES IS CONTAINED IN A STATE APPROVED WORKPLAN. IT IS UNDERSTOOD THAT FAILURE TO EXECUTE THE ELEMENTS OF THE WORKPLAN MAY RESULT IN WITHHOLDING OR RECOVERY OF ANY OR ALL PASS THROUGH FUNDS BY FEMA.

JURISDICTION Gila	PERIOD COVERED	
	FROM	THROUGH
	10/01/2011	12/31/2011

EXPENDITURES BY COST CATEGORIES										
	PERSONNEL	FRINGE BENEFITS	TRAVEL	EQUIPMENT	SUPPLIES	CONSULTANT/ CONTRACTUAL	OTHER	TOTAL DIRECT	INDIRECT COSTS	TOTAL
	33,994.98	2,021.25	316.78	0.00	274.64	1,376.25	208.45	38,192.35	445.17	38,637.52
		472.77	-1.15		121.99	511.52	213.95	1,319.08	17.50	1,336.58
		3,433.58			303.98	2,769.32	888.90	7,395.78		7,395.78
		4,662.40			728.30		851.03	6,241.73		6,241.73
		163.89			344.00		127.49	635.38		635.38
		126.00			10.00		149.22	285.22		285.22
							16.33	16.33		16.33
							34.90	34.90		34.90
								0.00		0.00
								0.00		0.00
								0.00		0.00
								0.00		0.00
								0.00		0.00
								0.00		0.00
								0.00		0.00
								0.00		0.00
<p>The costs indicated are eligible EMPG expenses and the supporting documentation is maintained in accordance with A.R.S. 41-1346.</p> 										
	Authorized Signature									
TOTAL AMOUNT EXPENDED	\$33,994.98	\$10,879.89	\$315.63	\$0.00	\$1,782.91	\$4,657.09	\$2,490.27	\$54,120.77	\$462.67	\$54,583.44
FEDERAL SHARE (50%)	\$16,997.49	\$5,439.95	\$157.82	\$0.00	\$891.46	\$2,328.55	\$1,245.14	\$27,060.39	\$231.34	\$27,291.72

When recorded deliver to
Marian Sheppard, BOS



Grant Award

FFY2012 EMPG Grant Award

#EMW-2012-EP-00003

From the

Arizona Division of Emergency

Management

For

Gila County Emergency Management

DO NOT REMOVE

This is part of the official document



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-1630

Consent Agenda Item 4- D

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Joe Mendoza, Chief Building
Official

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

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

Information

Request/Subject

Re-appointment of Peter Havens to the Gila County Building Safety Advisory and Appeals Board

Background Information

On March 4, 2008, the Board of Supervisors appointed Peter Havens to the Gila County Building Safety Advisory and Appeals Board from March 4, 2008, through December 31, 2008. Per Section 4 - Advisory and Appeals Board of the Gila County Building Code Ordinance, Mr. Havens is an electrician and represents "a person engaged in the electrical, mechanical or plumbing trade" on said Board.

On April 21, 2009, the Board of Supervisors re-appointed Mr. Havens to the Gila County Building Safety Advisory and Appeals Board to serve a 4-year term, from January 1, 2009, through December 31, 2012.

Evaluation

A.R.S. § 11-862 and the Gila County Building Code Ordinance require that the Advisory Board consist of members who are Gila County residents and who have experience in certain categories.

Conclusion

Mr. Havens has agreed to continue serving on the Gila County Building Safety Advisory and Appeals Board for an additional four (4) years.

Recommendation

Bob Gould, Community Development Division Director, recommends that the Board of Supervisors re-appoint Mr. Havens to the Gila County Building Safety Advisory and Appeals Board for another four-year term to expire December 31, 2016.

Suggested Motion

Approval to re-appoint Peter Havens to the Gila County Building Advisory and Appeals Board for an additional four (4) years, from January 1, 2013, to December 31, 2016.

Attachments

ARS 11-862

GC Building Safety Advisory and Appeals Board Membership List

[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)

11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public and a resident of the county.
5. A person engaged in the electrical, mechanical or plumbing trade.

B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.

C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.

D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.

F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

A letter of Certification (duplicate certification) may be for other than the original issue.

4. Certificate of Fitness (for hazards and safety). A document issued by the Building Officials authorizing by permit to maintain, store or handle materials or to conduct processes, which produce conditions hazardous to life and property or to install equipment used in connection with such activities in accordance with the provision of this Ordinance. It shall not be transferable and any change in use or occupancy of premises shall require a new permit.

May be used when new construction “fitness” is a change of use and occupancy.

I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Chief Building Official of Gila County.

J. Administrative Provisions

The administrative rules for administering this Ordinance, are as noted in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is five or more contiguous commercial acres.

- K. For the purpose of this Ordinance, the following definitions shall apply:

Plot Plan – a plat showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

Plans and Specifications – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 145 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet Code standards.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals

Board. Whenever the terms “Board”, “Advisory Board”, “Board of Appeals” or “Advisory and Appeals Board” appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.
3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
 - a. Two members shall be appointed to four year terms.
 - b. Two members shall be appointed for three year terms.
 - c. Two members shall be appointed for two year terms.
 - d. One member shall be appointed to a one year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
 1. An architect duly licensed in the state of Arizona.
 2. A professional engineer duly licensed in the state of Arizona.
 3. A general contractor duly licensed in the state of Arizona
 4. A person representing the public
 5. A person engaged in the electrical, mechanical or plumbing trade.
3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board

shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.
3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.
4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearings and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.
2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.
3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.
4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the

Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.
2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.
2. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.
3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.
7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.
8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.
9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.
10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.
11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

SECTION 5. CONTINUITY

The International Code Council and other organizations identified in Section 1 of this Ordinance publish the books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains its continuity, it shall be the responsibility of the Building Official to insure that all such supplements and amendments to the codes are properly implemented.

SECTION 6. ADMINISTRATION

All department officials and public employees of the County of Gila, vested with the duty or authority to issue permits or licenses, shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provisions of this Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.

Filing Plans. Every application for a building permit shall be accompanied by two copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

Plans and Specifications. With each application for a building permit and also when otherwise required by the Building Official for enforcement of any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrant (that is, any building requiring engineering computations i.e., public buildings, etc.), require plans and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevations based on County data with existing and finished drainage flow patterns in areas subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Approval shall normally be received within ten (10) working days after submission. If there is any delay beyond fifteen (15) days, a letter of explanation shall be sent to the applicant.

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD
 (Proposed to BOS on 2-5-13 and if approved, the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior</u> to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)
Perry Schall – Plumber	D	B (05/22/12)	(Bernie Lieder)	05/22/12-12/31/13	1 year, 7 months
Clint Miller – Architect	D	B (12/04/12)	(Richard Franco)	12/04/12-12/31/13	13 months
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	4
Peter Havens-Electrician	D	C (02/05/13)	9 months 4 years, 9 months	01/01/09-12/31/12 01/01/13-12/31/16	4
John Marcanti-Electrician/HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Bob O’Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Pete Oddonetto-General Contractor	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	4

Appointment Designation Definitions:

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

ARF-1661

Consent Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Reappointment of Tommie C. Martin of the Board of Supervisors to the Coalition of Arizona/New Mexico Counties.

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 Coalition of Arizona/New Mexico Counties (Coalition).

Evaluation

It is important for the Board to be represented on this Coalition.

Conclusion

N/A

Recommendation

At the January 22, 2013, Board of Supervisors Meeting, the Board discussed reappointing Supervisor Martin to serve on the Coalition of Arizona/New Mexico Counties for 2013, but no action was taken since the Coalition was not listed on the Board agenda.

Suggested Motion

Approval to re-appoint Tommie C. Martin to the Coalition of Arizona/New Mexico Counties for 2013.

Attachments

The Coalition of Arizona/New Mexico Counties

THE COALITION OF ARIZONA/NEW MEXICO COUNTIES (COALITION)
 (Proposed to BOS on 2-5-13 and if approved, the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior</u> 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)
Tommie Martin	B	C (02/05/13)	1 year	02/05/13-12/31/13	1 year

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

ARF-1651

Consent Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 02/05/2013

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

Department: Elections Department

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Democratic Committee

Background Information

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

Evaluation

Two new individuals have been submitted by the Gila County Democratic Committee Chair for appointment to the office of precinct committeeman. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Democratic Party has submitted Leonard L. Leverance and Vicki S. Shulman for appointment by the Board of Supervisors.

Recommendation

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

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Democratic Committee: Globe #1 Precinct - Leonard L. Leverance and Payson #3 Precinct - Vicki S. Shulman.

Attachments

GC Democratic Precinct Committeemen Appointments

GILA COUNTY DEMOCRATIC PARTY
PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 0400056783
Must be registered Democrat

Please be advised that on 1-18-13 Vicki Shulman Shulman
Date LIST NAME AS YOU ARE REGISTERED

a duly qualified Democratic elector residing at:
203 N. Bronco Cir Payson AZ 85541
Address City State Zip

same City State Zip
Mailing Address

928-468-1415 480-309-1918
Home Phone Work Phone Cell Phone

vshulman@cox.net
Email
Fax

was selected a Precinct Committeeperson in the Gila County, PRECINCT of _____

Payson #3, CODE NUMBER _____ to fill a vacancy in the same
Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED Christine Tully
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

- The minimum duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
 2. Support for nominees of the Democratic Party.
 3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
 4. Active assistance to Democratic voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Vicki Shulman

Date: Jan 18, 2013

GILA COUNTY DEMOCRATIC PARTY
PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 0400023170
Must be registered Democrat

Please be advised that on 1/18/13 Leonard L. Leverance
Date LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

654 North Cochise Street Globe AZ 85501
Address City State Zip

Same as above City State Zip
Mailing Address

928-425-0658 928-701-2580
Home Phone Work Phone Cell Phone

leverance@hotmail.com
Fax Email

was selected a Precinct Committeeperson in the Gila County, PRECINCT of _____

Globe 1 CODE NUMBER _____ to fill a vacancy in the same
Precinct because of:

A legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED Christine Tully
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Leonard L. Leverance

Date: 1/18/13

ARF-1604

Consent Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Gila County Reserve Posse Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Request for Waiver of Fees by Sheriff's Reserve Posse to Use Exhibit Hall for Sweetheart Dance/Dinner on February 9, 2013

Background Information

The Gila County Sheriff's Posse (Globe) was formed in the 1960s to serve the Sheriff's Office and the people of Gila County in providing additional manpower in support of the Gila County Sheriff's Office. The Gila County Sheriff's Reserve Posse (SRP) is a non-profit 501(c) (3) organization and donations are tax deductible.

Currently there are 15 members of the SRP in Globe supporting and assisting the Sheriff's Office in many areas of law enforcement, including crime scene protection, help on high profile trials within the County, transporting prisoners, traffic control, and also provide assistance in road closures within the National Forest in times of wild land fires. They patrol operations to the more remote areas of the County by utilizing fully marked patrol vehicles in Cherry Creek, Hayden/Winkelman/Dripping Springs, Roosevelt and the Pinal Mountains.

Members of the SRP provide their own equipment and uniforms which are purchased with money raised through fundraisers throughout the year and the annual Gila County Sheriff's Reserve Posse "Sweetheart Dance."

Through the dedication of the Sheriff's Reserve Posse members, they have saved and continue to save the tax payers of Gila County thousands of dollars each year by volunteering their services to the Sheriff and the community.

Evaluation

The use of the Fairgrounds facility will give the Gila County Sheriff's Posse a place to hold its Sweetheart Dance in order to raise funds for SRP volunteer uniforms and provide other needed expenses.

Conclusion

This waiver of fees would greatly assist the Gila County Sheriff's Reserve Posse in raising funds.

Recommendation

The recommendation of staff is to approve the waiver of fees for the use of the Fairgrounds' Exhibit Hall for the SRP Sweetheart Dance.

Suggested Motion

Approval of a request submitted by the Sheriff's Reserve Posse to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for its Sweetheart Dance to be held on February 9, 2013.

Attachments

SPR F.G. Application for 2013

SRP Letter of Waiver

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		GILA COUNTY SHERIFF'S RESERVE POSSE			
Address of Individual or Organization:		P.O. Box 1963 CLAYTON AZ 85532			
Function to be Held:		DANCE AND DINNER			
Contact Person for Event:		BILL NEWMAN or JOHN HONLES			
Telephone No.:		928-812-2294			
Date(s) Requested:		FEB 9-2013	thru		
Time of Event:		6:00 PM	to	MIDNIGHT	
Estimate How Many People Will Attend Event:		150			
Liquor License No. and Sold by (Name):				Served only?	
Will this event be public or private?		<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private		
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Information to be posted on webpage:		Is there an entrance fee?		<input type="checkbox"/> Yes	<input type="checkbox"/> 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)

Livestock Shed B (80 x 120)

Livestock Shed C (30 x 120)

Horse Stall(s)

Car Track/Motor Cross

Other Areas at Fairgrounds

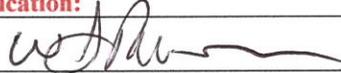
\$150.00 per day			
\$150.00 per day	Days		
\$150.00 per day	Days		
\$10.00 Each per day	Days		
\$150.00 per day	Days		
\$150.00 per day	Days		

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:		Date:	11-28-12
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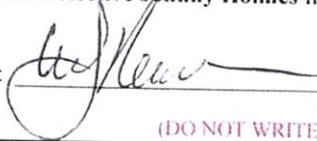
(Do not write below this line)

E.M./F.G. Checklist:			
Conflict with dates:		Rental Fees:	
		Security:	
		Insurance:	
	Approved:		Disapproved:
Signature:			12-12-12
	County Personnel Signature		Date
Signature:			
	Chairman Gila County Board of Supervisors		Date

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	GILA COUNTY SHERIFF RESERVE POSSE		
Address of Individual or Organization:	P.O. Box 1963 Clayton AZ 85532		
Function to be Held:	DINNER DANCE		
Contact Person for Event:	BILL NEWMAN		
Telephone Number:	(908) 812-2294		
Date(s) Requested:	FEB-4-12		
Time of Event:	Start: 6:00 PM	End: MIDNIGHT	
Estimate How Many People Will Attend Event:	150		
Will Liquor Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>	
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>	
	Other Area:		
How Many AZ Post Certified Officers Needed:	1		
How Many Sheriff's Office Reserves Needed:	1		

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

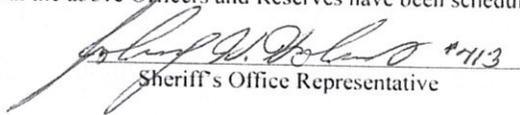
Applicant Signature: 

Date: 11/28/12

(DO NOT WRITE BELOW THIS LINE)

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

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


Sheriff's Office Representative

12/12/12
Date

11/28/2012

To whom it may concern:

My name is Bill Newman, Captain of the Southern Gila County Reserve Posse. We were told by the Gila County Raceing Commision that if we helped them with the securiy and parking we could use the fair grounds exhibit hall for our Sweetheart dance at no charge. We had 3 officers escorting the money from the bank to the race track, an officer down with the jockeys, an officer with the veterinarian and horses, and 2 officers where the alcohol was being served.

The Southern Gila County Reserve Posse is requesting the use of the fair grounds exhibit hall on Febuary 9th, 2013, for our Sweetheart dance.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Bill Newman', with a long horizontal flourish extending to the right.

Bill Newman
Captain

ARF-1650

Consent Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 02/05/2013

Submitted For: Velma Tucker **Submitted By:** Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Gila County CowBelles Request for a waiver of fees for use of the Exhibit Hall at the Fairgrounds.

Background Information

The Gila County CowBelles provide educational programs for schools, consumers and civic organizations, annual scholarships to high school seniors, and support to the Gila County Cattle Growers Association, serving as the woman's voice of the cattle industry.

The Arizona State CowBelles with the help of the Gila County CowBelles are planning an evening with Baxter Black, a well known cowboy poet, on April 13, 2013, at the Gila County Fairgrounds. This event is to raise funds for the CowBelles to be used for youth scholarships, provide educational programs in schools and education demonstrations for consumers on the nutritional value of beef.

Evaluation

The waiver of fees to use the fairgrounds will assist the Gila County CowBelles in raising funds to provide youth scholarships, educational programs in schools and education demonstrations for consumers on the nutritional value of beef.

The requested date is available, the insurance certificate has been provided, security has been secured, and the Gila County Rodeo Committee will be serving alcohol at the fund raising event. The Rodeo Committee has submitted a Special Event Liquor License Application to the Board of Supervisors for approval of which the information and application is provided in the agenda item following this agenda item.

Conclusion

In order for the Gila County CowBelles to make some profit, the use of the facility fees must be waived.

Recommendation

Staff recommends approval of the Gila County CowBelles' request on behalf of the Arizona State CowBelles to use the Exhibit Hall at the Gila County Fairgrounds for a fund raising event on April 13, 2013.

Suggested Motion

Approval of a request submitted by the Gila County CowBelles on behalf of the Arizona State CowBelles to waive fees for the use of the Gila County Fairgrounds for a fund raising event entitled "An Evening with Baxter Black" on April 13, 2013.

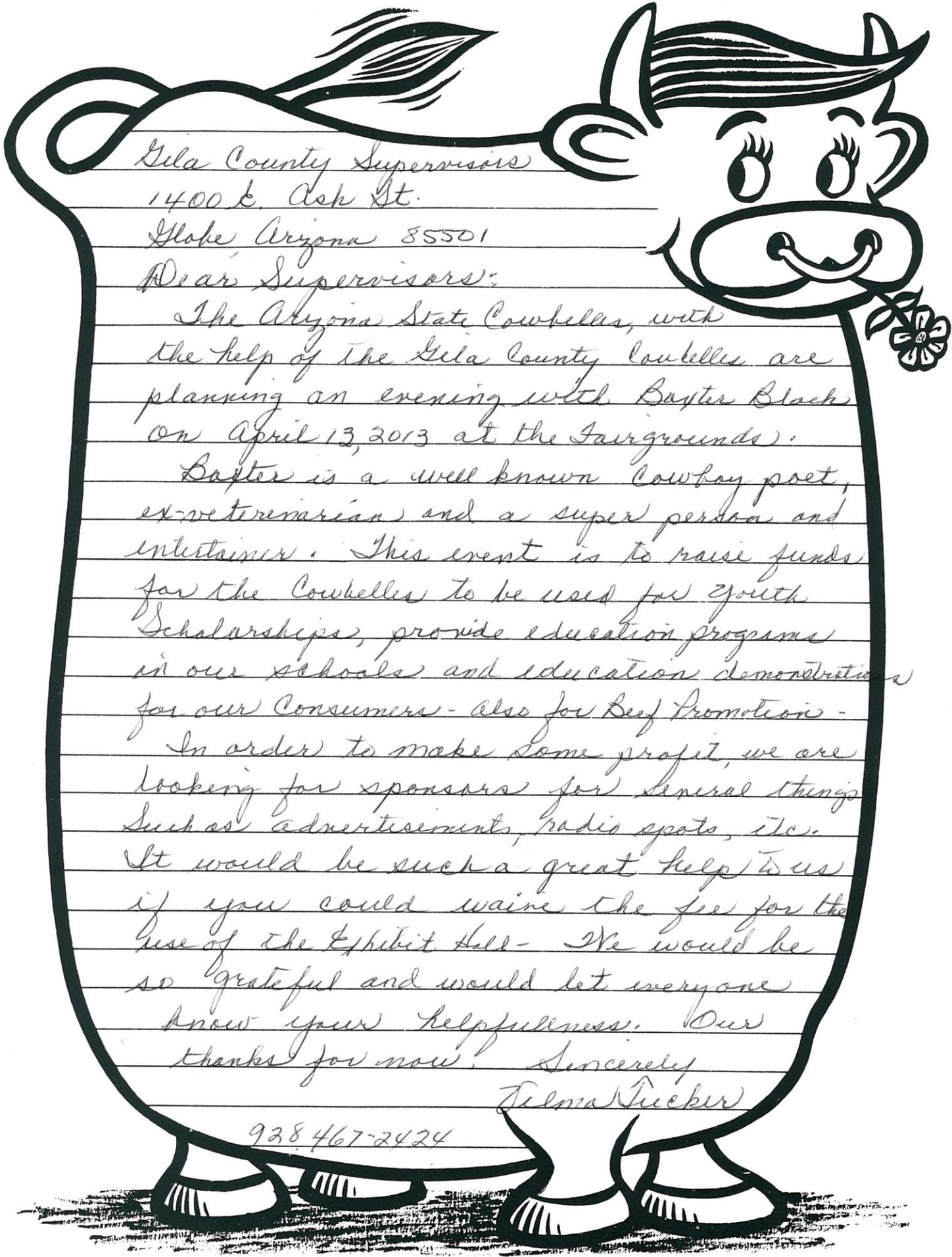
Attachments

CowBells Request for Waiver of Fees Letter

CowBells F.G. Application

CowBells Pamphlet

1-15-13



Gila County Supervisors
1400 E. Ash St.
Globe Arizona 85501

Dear Supervisors:

The Arizona State Cowbellas, with the help of The Gila County Cowbellas are planning an evening with Baxter Black on April 13, 2013 at the Fairgrounds.

Baxter is a well known Cowboy poet, ex-veterinarian and a super person and entertainer. This event is to raise funds for the Cowbellas to be used for youth Scholarships, provide education programs in our schools and education demonstrations for our Consumers - also for Beef Promotion.

In order to make some profit, we are looking for sponsors for several things such as advertisements, radio spots, etc. It would be such a great help to us if you could waive the fee for the use of the Exhibit Hall - We would be so grateful and would let everyone know your helpfulness. Our thanks for now!

Sincerely
Felma Tucker

928.467.2424

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		ARIZONA STATE COWBELLE'S	
Address of Individual or Organization:		1161 N. STAGE COACH TR. ROOSEVELT, AZ	
Function to be Held:		EVENING WITH BAXTER BLACK	
Contact Person for Event:		VELMA TUCKER	
Telephone No.:		928 467-2424 OR 812-4870	
Date(s) Requested:		APRIL 13-2013 thru	
Time of Event:		6:00 PM to 9:00 P.M	
Estimate How Many People Will Attend Event:		APPX. 300	
Liquor License No. and Sold by (Name):		Gila County Rodeo Committee	
Will this event be public or private?		Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>	
If public, would you like this event listed on the Gila County Fairgrounds webpage?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Information to be posted on webpage:		Is there an entrance fee? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Adults:	\$50 or \$30	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	350.00
Each Additional Day of Event - \$250.00	Days
(\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit	\$150.00
\$150.00	\$150.00
Key Deposit - \$25.00	\$25.00

Commercial Building: Capacity is 320 people.

First Day of Event - \$200.00	Days
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	Days
\$ 150.00 for each additional day	Days
\$25.00 per hour for lights	Hours

Grandstand Area

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

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

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

TOTAL FEE(S) DUE: 525.00

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:	<i>Helma Tucker</i>	1-17-13	Date:	
(Do not write below this line)				

E.M.F.G. Checklist:				
Conflict with dates:		Rental Fees:		Security:
		Approved:		Disapproved:
Signature:	<i>Linda Rodriguez</i>			1-22-13
	County Personnel Signature			Date
Signature:				
	Chairman			Date
	Gila County Board of Supervisors			

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	ARIZONA STATE COWBOYS		
Address of Individual or Organization:	1161 N. STABLE COACH TRAIL - ROOSEVELT		
Function to be Held:	EVENING WITH DAYTER BLACK		
Contact Person for Event:	VELMA TUCKER		
Telephone Number:	(928) 467-2424 or 812-4870		
Date(s) Requested:	APRIL 13, 2013		
Time of Event:	Start: 6:00	End: 9:00	
Estimate How Many People Will Attend Event:	300 +		
Will Liquor Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Where Will Event Be Held:	Exhibit Hall <input type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>	
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>	
	Other Area: _____		
How Many AZ Post Certified Officers Needed:			
How Many Sheriff's Office Reserves Needed:			

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

Applicant Signature: Velma Tucker

Date: 1/17/13

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
<u>Johnny H. Holmes</u>		
Name of Reserves Who Will Provide Security:		
<u>Bill Newman</u>		

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

Johnny H. Holmes
Sheriff's Office Representative

1/23/13
Date

Cattle provide us with many other products we use every day.

It's not just STEAK and HAMBURGER.

Here are a few of the many other products that are made using beef byproducts...

- **Everyday products (like Crayons, Creams & Lotions, Deodorants, Dog Food, Gelatin, Glue, Paper, Shaving Cream, & Soaps)**
- **Pharmaceuticals (like Cortisol, Glucagon, Heparin, Pancreatin, Thrombin, Vitamin B1)**
- **Travel products (like Antifreeze, Asphalt, Biodiesel, Auto Lubricants, & Tires)**
- **Cowhide provides us with Leather used to make clothing, shoes, boots, belts, purses, wallets, gloves, sports equipment, & home & auto upholstery.**

For more information, contact:

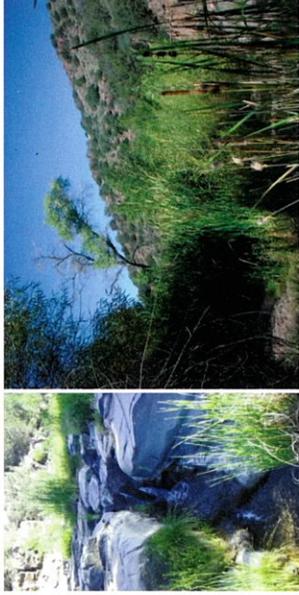
Gila County CowBelles

Stamp or write info here

Although many CowBelle members have never worked in the cattle ranching or farming industry, many of them help their husbands in the day-to-day operations of working ranches today. It is also not unusual to see younger family members helping round up the cattle.



Cattlemen and women are good stewards of the land. They often improve riparian areas on their land, create water supplies for cattle and wildlife, and provide salt & supplements. Grazing in some areas helps limit wildfire potential and hoof action breaks the crusty earth so water can soak in.



Gila County CowBelles are very instrumental in helping the Gila County Cattle Growers with their annual spring cattle sale in Globe, AZ. They also provide lunch for everyone.



**Gila County
CowBelles**



**Who are the
Gila County
CowBelles &
what do they do?**

Gila County CowBelles provide educational programs for schools, consumers and civic organizations, annual scholarships to high school seniors, and support to the Gila County Cattle Growers Association, serving as the women's voice of the cattle industry.

**Do I have to be a
rancher's wife to
be a CowBelle?**

NO! - - - Many CowBelle members are women with no connection to ranching other than having an interest in educating others about the positive aspects of beef and the ranching industry.

A day in the life of a rancher's wife

4 a.m. I helped a cow deliver her first calf this morning. This is one of our busiest times of the year because of round-the-clock monitoring to make sure all of the cows are having trouble-free pregnancies. We make sure our animals are well cared for—whether it's raining or snowing, five in the morning or Christmas day.

6:30 a.m. I fixed breakfast for the family, and my husband went out to plow the lower field. Our two girls and I saddled our horses and moved a group of cows to new pasture. Rotational grazing systems like ours prevent erosion and promote native grass species and wildlife habitat. A lot has changed since my husband's great-grandfather homesteaded this valley, but we still embrace his values of integrity, hard work and environmental stewardship that allowed him to start with almost nothing and build a tradition we continue today.

1:30 p.m. After a quick lunch, my husband went back to plowing and our oldest girl and I went to put a couple more blocks of salt in the new pasture with the cattle while the youngest girl stayed home to watch over the pot of beans I had on the stove for supper. We fixed the fence where two wires had been cut.

5:30 p.m. Husband quit plowing and went to feed the calves in the corral. I mixed milk so the girls could feed the two calves that don't have mommas by bottle. Then I began cooking the steaks and getting the rest of dinner finished.

6:00 p.m. Husband came in and said another cow is having difficulty calving, so I helped him with that one while the girls put dinner on "hold".

8:30 p.m. Our family enjoyed a great dinner. Sitting down to a nutritious and wholesome meal reminds me just how much goes into raising beef. It starts with the things my family and I do every day here on our ranch.



For recipes and information, visit the website below:



How does Beef get to my Plate?



When calves are born to cows on the ranch, they spend several months with their mothers. Most beef calves are born on cow-calf operations, where cattle graze in herds on large pastures within sight of their mothers.

Calves are weaned from their mothers at six to ten months of age and typically go to a cattle feeder or a stocker/backgrounder who will prepare the animal for the feedlot.



Cattle usually spend four to six months in a feedlot. During that time, they have constant access to water and are fed a carefully balanced diet of grain, vitamins and mineral supplements.

Producers work hard every day to keep their cattle healthy so they can continue to grow and thrive. Veterinarians may take preventative measures and give cattle vitamin supplements or vaccinations to maintain their health.



If cattle do get sick, they are provided with appropriate medication, only as needed.

All cattle are inspected by a veterinarian before being allowed to enter the food supply. Beef is subject to strict government oversight and meat processing facilities undergo rigorous US Department of Agriculture (USDA) inspections.

Is Cattle Grazing Bad for the Land?

On the contrary, cattle grazing benefits the land in several ways. A cow clips the grass much like a mower clips a lawn. This promotes the health of essential ground cover. The hoof action of cows breaks up the crusty top soil, which allows for absorption of moisture and seed germination. Cattle also keep undesirable weeds down and help control wildfires. Ranchers invest a lot of their own money to develop water sources, institute erosion control measures, and manage the renewable resources by rotating grazing cattle through multiple pastures. Also, most ranchers in Gila County lease multiple use land that remains open for hunters, campers, and outdoor recreationists, at no expense to these other users.



Fast Facts

According to the US Department of Agriculture, nearly all farms and ranches in the United States are family-owned and operated.

Cattle serve a valuable role in the ecosystem by converting plant materials humans cannot consume into a food rich in nutrients.

There are 29 different steak, roast and ground beef options that meet US Department of Agriculture guidelines for LEAN.

There are more than 1 million beef farmers and ranchers raising cattle in every state in the nation.

(Source: www.ExploreBeef.org)

ARF-1659

Consent Agenda Item 4- I

Regular BOS Meeting

Meeting

Date: 02/05/2013

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for April 13, 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 application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee 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. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at a special event entitled "An Evening with Baxter Black" on April 13, 2013.

Attachments

GC Rodeo Committee Special Event Liquor License Application

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 X 1^{1/2} days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Copper Dust Stampede Rodeo Committee 100%
Percentage

Address P.O. Box 1538 Globe, Arizona 85502

Name _____ Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

1 # Police Fencing

1 # Security personnel Barriers

Sheriff's Posse Member

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 CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Charles Olen Brewer declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles Olen Brewer President 1/20/2013 (928) 200-1237
 (Signature) (Title/Position) (Date) (Phone #)

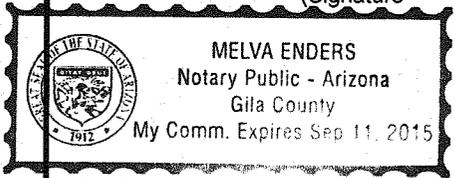
State of Gila Arizona County of Arizona Gila CO

The foregoing instrument was acknowledged before me this

23 January 2013
 Day Month Year

My Commission expires on: 9/11/2013
 (Date)

Melva Enders
 (Signature of NOTARY PUBLIC)



THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

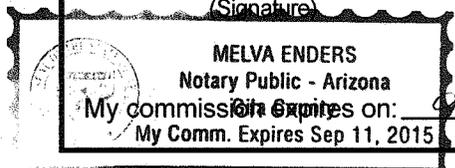
19. I, Charles Olen Brewer declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles Olen Brewer State of Arizona County of Gila
 (Signature) The foregoing instrument was acknowledged before me this

23 January 2013
 Day Month Year

My commission expires on: 9/11/2013
 My Comm. Expires Sep 11, 2015 (Date)

Melva Enders
 (Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

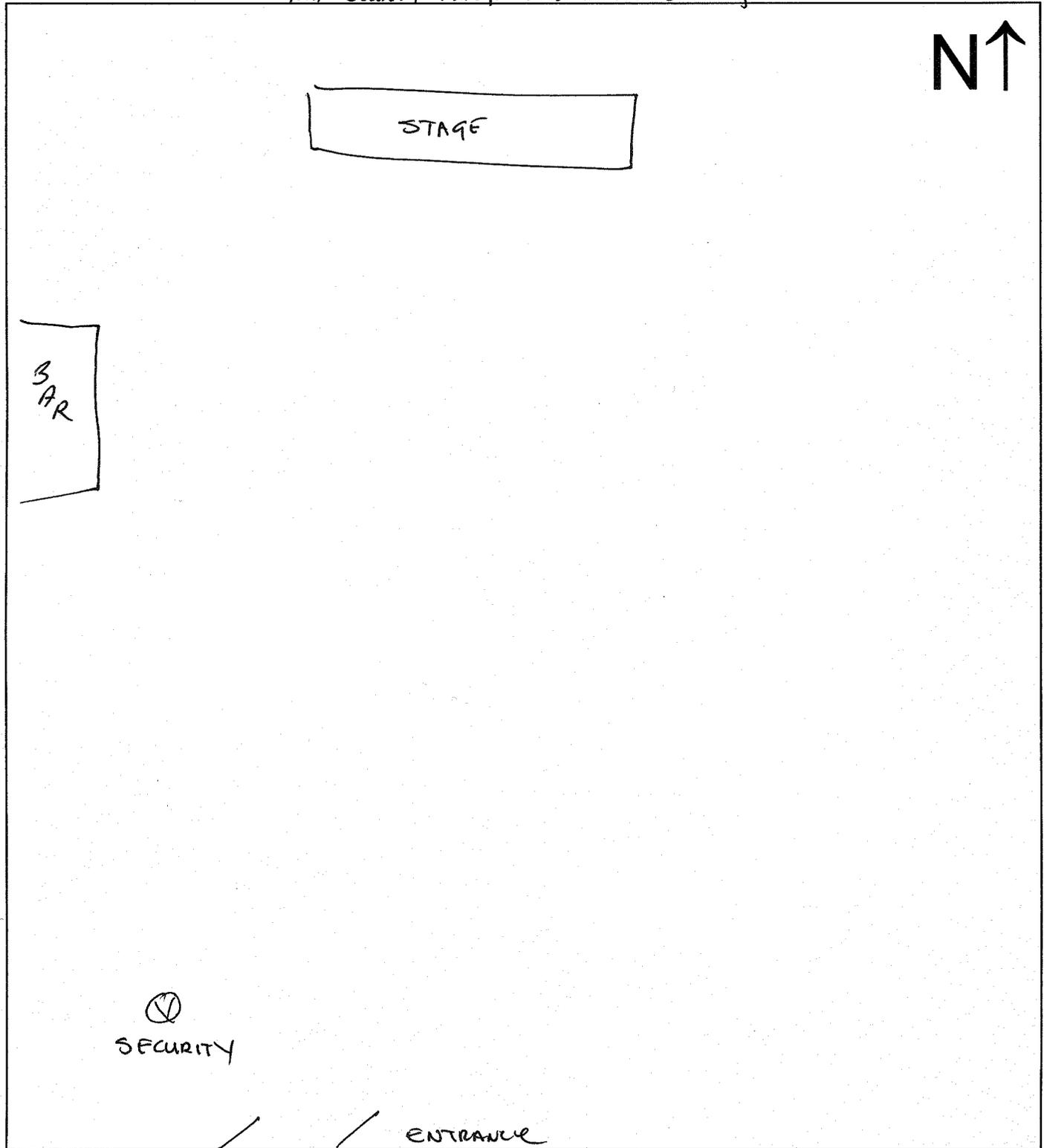
APPROVED DISAPPROVED BY: _____

 (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.

GILA COUNTY FAIRGROUNDS MAIN BUILDING



ARF-1638

4- J

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting Period: Globe Regional Justice Court's Monthly Report for December 2012

Submitted For: Mary Navarro

Submitted By: Mary Navarro,
Justice Court
Operations
Mgr, Superior
Court

Information

Subject

Globe Regional Justice Court's Monthly Report for December 2012

Suggested Motion

Approval of the December 2012 monthly activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Justice Court's Monthly Report for December 2012

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

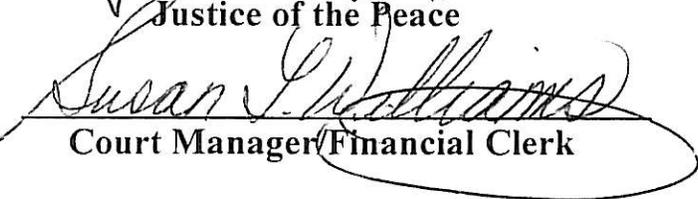
For the Month of: December, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 5,629.20
RECEIVED DURING THE MONTH	\$11,835.03
DISBURSED DURING THE MONTH	\$12,115.60
BALANCE AT THE END OF THE MONTH	\$ 5348.65



Justice of the Peace



Court Manager/Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

DECEMBER, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 132.45	\$ 6.63	\$ 125.82
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 566.63	\$ 28.34	\$ 538.29
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,673.85		\$ 3,673.85
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,522.88		\$ 2,522.88
Game and Fish - Wildlife	ZGF		STATE	\$ 37.98	\$ 1.90	\$ 36.08
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,476.08	\$ 73.81	\$ 1,402.27
HURF 1 28-543B, 2533C	ZHRF1		STATE	\$ 26.49	\$ 1.33	\$ 25.16
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 0.86	\$ 0.05	\$ 0.81
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 45.15	\$ 2.26	\$ 42.89
Arson Detection Reward Fund 41-2167D	ZADR		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	1005.311.3360.85		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005.311.3800.30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,274.81		\$ 1,274.81
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 6,742.52	\$ 337.13	\$ 6,405.39
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,400.00	\$ 70.00	\$ 1,330.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 723.79	\$ 36.19	\$ 687.60
DUI Abatement	ZDUIA		T889-2061	\$ 80.00	\$ 4.00	\$ 76.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 333.23	\$ 16.67	\$ 316.56
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 121.62	\$ 6.09	\$ 115.53
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,032.28	\$ 51.62	\$ 980.66
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,230.13	\$ 711.51	\$ 13,518.62
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 891.34	\$ 44.57	\$ 846.77
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 734.70	\$ 36.74	\$ 697.96
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 739.68		\$ 739.68
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 150.38	\$ 7.52	\$ 142.86
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,382.85		\$ 1,382.85
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 344.08	\$ 17.21	\$ 326.87
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,503.56		\$ 1,503.56
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 245.30	\$ 12.27	\$ 233.03
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 342.33		\$ 342.33
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 228.22		\$ 228.22
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 249.07	\$ 12.46	\$ 236.61
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 298.38	\$ 14.92	\$ 283.46
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,863.12	\$ 93.16	\$ 1,769.96
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,602.33	\$ 80.12	\$ 1,522.21
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 200.28	\$ 10.02	\$ 190.26
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 61.09	\$ 3.06	\$ 58.03
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 28.35	\$ 1.42	\$ 26.93
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 696.44	\$ 34.83	\$ 661.61
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 1.76	\$ 0.09	\$ 1.67
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 6.33	\$ 0.32	\$ 6.01
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 7.22	\$ 0.37	\$ 6.85
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 23.39	\$ 1.17	\$ 22.22
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 497.49	\$ 24.88	\$ 472.61
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,667.03	\$ 133.36	\$ 2,533.67
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 87.23	\$ 4.36	\$ 82.87
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,219.06	\$ 210.95	\$ 4,008.11
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 64.43	\$ 3.23	\$ 61.20
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 193.67		\$ 193.67
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,902.44		\$ 2,902.44
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,934.96		\$ 1,934.96
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

DECEMBER, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 30.00	\$ 1.50	\$ 28.50
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 20.20	\$ 1.01	\$ 19.19
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 58,637.46	\$ 2,097.07	\$ 56,540.39
TOTAL ADJUSTED BALANCE VERIFICATION						\$ 56,540.39
TOTAL RESTITUTION RECEIVED						\$ 2,506.52
TOTAL RECEIPTS THIS MONTH						\$ 61,143.98

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/2/2013	7018	\$ 8,325.16	ARIZONA STATE TREASURER
1/2/2013	7019	\$ 50,293.11	GILA COUNTY TREASURER
1/2/2013	7020	\$ 19.19	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 58,637.46	TOTAL DISTRIBUTIONS THIS MONTH

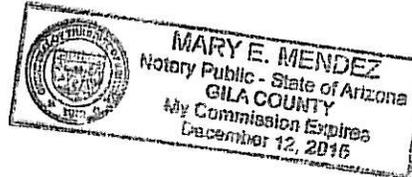
I, Gary Coatsman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of DECEMBER, 2012.

[Signature]
Justice of the Peace

Subscribed and Sworn to before me this 7th day of January, 2013

[Signature]
Notary Public

My Commission Expires: 12-12-2015



ARF-1672

Consent Agenda Item 4- K

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting

Period:

Submitted For: Dorothy Little **Submitted By:** Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Information

Subject

Payson Regional Justice Court's Monthly Report for December 2012

Suggested Motion

Approval of the December 2012 monthly activity report submitted by the Payson Regional Justice Court.

Attachments

Payson Regional Justice Court December 2012 Monthly Report

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

DECEMBER, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0849000-000-000-2061-00	T848-2061	\$ 30.86	\$ 1.54	\$ 29.32
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 68.00	\$ -	\$ 68.00
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 827.05	\$ -	\$ 827.05
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 3,886.75	\$ 194.34	\$ 3,692.41
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 2,100.00	\$ 105.00	\$ 1,995.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 500.65	\$ 25.03	\$ 475.62
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 230.69	\$ 11.53	\$ 219.16
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 588.75	\$ 29.44	\$ 559.31
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 7,442.38	\$ 372.12	\$ 7,070.26
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 578.83	\$ 28.94	\$ 549.89
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 137.53	\$ 6.88	\$ 130.65
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 2,030.46	\$ 101.52	\$ 1,928.94
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 328.65	\$ -	\$ 328.65
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 102.56	\$ 5.13	\$ 97.43
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 610.35	\$ -	\$ 610.35
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 234.81	\$ 11.74	\$ 223.07
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 598.49	\$ -	\$ 598.49
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 393.60	\$ 19.68	\$ 373.92
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,075.08	\$ 53.75	\$ 1,021.33
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,231.23	\$ 61.56	\$ 1,169.67
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 153.90	\$ 7.70	\$ 146.20
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 5.66	\$ 0.28	\$ 5.38
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 125.45	\$ 6.27	\$ 119.18
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 481.33	\$ 24.07	\$ 457.26
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 2.14	\$ 0.11	\$ 2.03
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ 1.06	\$ 0.05	\$ 1.01
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 13.65	\$ 0.68	\$ 12.97
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 27.86	\$ 1.39	\$ 26.47
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,177.98	\$ 158.90	\$ 3,019.08
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 7.74	\$ 0.39	\$ 7.35
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ -	\$ -	\$ -
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,620.14	\$ -	\$ 1,620.14
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 1,080.09	\$ -	\$ 1,080.09
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 3.77	\$ 0.19	\$ 3.58
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 372.32	\$ 18.62	\$ 353.70
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 848.24	\$ -	\$ 848.24
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 702.96	\$ -	\$ 702.96
Game and Fish - Wildlife	ZGF		STATE	\$ 375.25	\$ 18.76	\$ 356.49
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,608.30	\$ 80.42	\$ 1,527.88
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 36.65	\$ 1.83	\$ 34.82
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 50.00	\$ -	\$ 50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (T.A.R)	ZSLPA		CITY POLICE	\$ 39.54	\$ 1.98	\$ 37.56
TOTALS				\$ 33,730.75	\$ 1,349.84	\$ 32,380.91
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 32,380.91

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/3/13	4773	\$ 29,815.52	GILA COUNTY TREASURER
	4774	\$ 3,827.67	ARIZONA STATE TREASURER
	4775	\$ 50.00	GILA COUNTY BAD CHECK PROGRAM
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
	4776	\$ 37.56	T.A.R. POLICE SUSPENDED PLATES AND HURF
		\$ 33,730.75	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for DECEMBER, 2012.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2012

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	78	2	117	197
Filed	17	0	14	31
Transferred In	0	0	0	0
SUBTOTAL	95	2	131	228
Transferred Out	0	0	0	0
Other Terminations	9	1	12	22
TOTAL TERMINATIONS	9	1	12	22
Statistical Correction	0	0	0	0
Pending End of Month	86	1	119	206

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
166	0	0	166	0	1	1	0	165

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
766	244	0	1,010	0	12	195	207	0	803

Civil Traffic Hearings Held: 3

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	Trans In	TOTAL	TOTAL	TOTAL
128	0	128	128	128

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2012

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	542	66	0	608	0	88	88	0	520
Failure to Appear (Non-Traffic)	52	0	0	52	0	0	0	0	52
TOTAL	594	66	0	660	0	88	88	0	572

TRIALS HELD

Misdemeanor Court/FTA Trials Held: 1 Misdemeanor/FTA Jury Trials Held: 0

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
33	5	0	38	0	3	3	0	35

Felony Preliminary Hearings Held: 1 Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 101

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2012

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	71	18	280	369
Filed	2	5	13	20
Transferred In	0	0	0	0
SUBTOTAL	73	23	293	389
Transferred Out	0	0	0	0
Other Terminations	12	4	52	68
TOTAL TERMINATIONS	12	4	52	68
Statistical Correction	0	0	0	0
Pending End of Month	61	19	241	321

Small Claims Hearings Held/Defaults:	4	Civil Court Trials Held:	4
Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer:	1	Civil Jury Trials Held:	0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	13	13	0	13
Harassment	6	5	0	5

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection:	1	Injunction Against:	6
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SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	11

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report

County: PAYSON REGIONAL JUSTICE COURT

Month/Year:

December 2012

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	153
Serious Violations	9
All Other Violations	503
TRAFFIC TOTAL	665

CRIMINAL WARRANTS OUTSTANDING

Felony	133
Misdemeanor	731
CRIMINAL TOTAL	864

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

1-15-13
Date of Preparation

ARF-1668

4- L

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting Period: Clerk of the Superior Court's Monthly Report for December 2012

Submitted For:

Anita Escobedo

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk
of the
Superior
Court

Information

Subject

Clerk of the Superior Court's Monthly Report for December 2012.

Suggested Motion

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

Attachments

Clerk of Superior Court Report for the Month of December 2012

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
DECEMBER 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 : 1/22/2013 9:50:41 AM

Criteria : From Date : 12/1/2012 To Date : 12/31/2012

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	\$2236.84		(\$2429.84)		(\$193.00)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$4640.00				\$4640.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$1997.55				\$1997.55	\$99.88
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$6.54				\$6.54	\$0.33
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$52.30				\$52.30	\$2.62
		ZVAPB	30% INTERSTATE COMPACT	\$51.00				\$51.00	\$2.55
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$150.00		\$75.00		\$225.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$45.65				\$45.65	\$2.28
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$885.00				\$885.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$405.00				\$405.00	\$20.25
		ZFEE	BASE FEES (GENERAL FUND)	\$4152.61				\$4152.61	\$207.63

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>



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	ZFINE	BASE FINES	\$5191.85		\$938.97		\$6130.82	\$306.54
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$315.41				\$315.41	\$15.77
		ZCEF	CLEAN ELECTIONS FUND	\$488.39		\$8.70		\$497.09	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$1.42				\$1.42	\$0.07
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$0.08				\$0.08	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$33.25				\$33.25	\$1.66
		ZJDET	COUNTY JUV DETENTION	\$45.00				\$45.00	\$2.25
		ZCLLF	COUNTY LAW LIBRARY FUND	\$1997.48				\$1997.48	\$99.87
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2313.75		\$40.87		\$2354.62	\$117.73
		ZDNAS	DNA STATE SURCHARGE	\$331.30		\$6.08		\$337.38	\$16.87
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$921.74				\$921.74	\$46.09
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$251.62				\$251.62	\$12.58
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$135.00				\$135.00	\$6.75

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1159.62				\$1159.62	\$57.98
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$201.01		\$572.99		\$774.00	\$38.70
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$170.42				\$170.42	\$8.52
		ZDCRT	DRUG COURT FEE FUND	\$510.00		\$140.00		\$650.00	\$32.50
		ZDUIA	DUI ABATEMENT FUND	\$405.00				\$405.00	\$20.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$445.50				\$445.50	\$22.28
		ZWITN	EXPERT WITNESS FUND	\$480.00				\$480.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$642.72		\$76.92		\$719.64	\$35.98
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$398.07				\$398.07	\$19.90
		ZEXT	EXTRADITION REIMBURSEMENT	\$160.00		\$955.00		\$1115.00	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$341.76		\$6.09		\$347.85	\$17.39
		ZCC	GEN JURIS CONCILIATION COURT	\$1111.55				\$1111.55	\$55.58
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4166.09		\$165.00		\$4331.09	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$694.34		\$27.50		\$721.84	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2083.05		\$82.50		\$2165.55	\$0.00

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJF	JAIL (INCARCERATION) FEES	\$17.02				\$17.02	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$980.65				\$980.65	\$49.03
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2228.64				\$2228.64	\$111.43
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$98.70		\$21.00		\$119.70	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$183.30		\$39.00		\$222.30	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$2.00		\$114.00		\$116.00	\$5.80
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$8.00		\$456.00		\$464.00	\$23.20
		ZJS	JUVENILE PROBATION SERV FEES	\$952.93		\$30.00		\$982.93	\$49.15
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$639.18		\$11.30		\$650.48	\$32.52
		ZMISC	MISCELLANEOUS FEES	\$38.64				\$38.64	\$1.93
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$3.08				\$3.08	\$0.15
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$23.08				\$23.08	\$1.15
		ZPP	PASSPORT APPLICATION FEES	\$450.00				\$450.00	\$22.50

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	\$2481.41				\$2481.41	\$124.07
		ZPRS6	PROB SURCH 2006	\$21.30				\$21.30	\$1.07
		ZPBA	PROBATION FEE ADULT	\$8650.64		(\$1891.92)		\$6758.72	\$337.94
		ZPUBZ	PUBLIC DEFENDER FEES	\$100.00				\$100.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$2523.90				\$2523.90	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$83.67				\$83.67	\$4.18
		ZSTAT	STATE TREASURER - GENERAL FUND	\$456.51		\$100.00		\$556.51	\$27.83
		ZVAF	VICTIMS ASSISTANCE FUND	\$119.00				\$119.00	\$5.95
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$150.00		\$250.00	\$12.50
		ZPRS9	ZPRS9	\$197.50		\$40.00		\$237.50	\$11.88
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$70.00				\$70.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$12560.74		\$264.84		\$12825.58	\$0.00
		Total:		\$72607.80		\$0.00		\$72607.80	\$2093.08
								MONEY RELEASED FROM HOLD: +193.00	
								\$72,800.80	
								\$19,533.13	
								\$53,267.67	

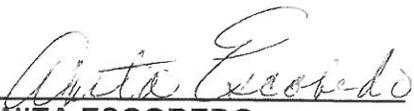
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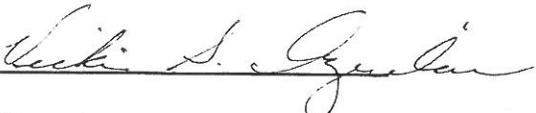
STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of DECEMBER, 2012.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 14TH day of JANUARY, 2013.


Deputy

ARF-1673

Consent Agenda Item 4- M

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting

Period:

Submitted For: Marian
Sheppard,
Chief Deputy
Clerk, BOS

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

Information

Subject

January 22, 2013, BOS Meeting Minutes

Suggested Motion

Approval of the January 22, 2013, BOS meeting minutes.

Attachments

1-22-13 BOS Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: January 22, 2013

TOMMIE C. MARTIN

Chairman

JOHN F. NELSON

Clerk of the Board

MICHAEL A. PASTOR

Member

By: Marian Sheppard
Chief Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman; Michael A. Pastor, Supervisor; John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. John Marcanti led the Pledge of Allegiance and Pastor Gary Bowser of the Star Valley Baptist Church delivered the invocation.

Item 2 – PUBLIC HEARINGS:

2A. 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, Chief Deputy Clerk, advised the Board of the internal departmental review process for liquor license applications. The Health Department did not have any health permitting issues with regard to this establishment; however, the Building Permitting Department advised that the building is still under construction but there are no anticipated problems. Ms. Sheppard also advised that she did not receive any written objection from those residents living within a one mile radius of this establishment. Chairman Martin opened the public hearing at this time and no comment was offered; therefore, she closed the public hearing. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously approved 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.

Item 3 – REGULAR AGENDA ITEMS:

3A. 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, Human Resources Director, advised that she helped County Attorney Bradley Beauchamp prepare this agenda item from the time he was elected into office until the time he actually took office. Mr. Beauchamp reviewed this reorganization plan with the Board. He advised that Gila County has two chief deputy attorneys, which is unlike most other Arizona counties that have only one chief deputy attorney. The proposed plan is as follows:

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

<u>Existing Positions</u>	<u>FTE</u>	<u>Grade-Step</u>	<u>Current Salary</u>
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

<u>Proposed Positions</u>	<u>FTE</u>	<u>Grade-Step</u>	<u>Proposed Salary</u>
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

The recommendation was presented on the agenda review form staff report as follows: 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.

Supervisor Pastor stated that he met with Mr. Beauchamp last week to discuss

this proposed plan and he announced that Mr. Fuller's work duty station will be in Payson, to which Mr. Beauchamp replied that Mr. Fuller recently moved to Payson. Mr. Beauchamp added that Mr. Fuller would report directly to him, and all other attorneys with the exception of detectives and victim services staff will report to Mr. Fuller. Upon motion by Supervisor Marcanti, seconded by Supervisor Pastor, the Board unanimously approved 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, which is consistent with the County Attorney's submitted reorganization plan.

3B. 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, Executive Director of Time Out Emergency and Transitional Domestic Violence Shelter, addressed the Board. She advised that Time Out provides a domestic violence shelter, a transitional shelter and a 24-hour telephone crisis line. This past year Time Out's 28-bed emergency shelter has run at 98% capacity; its 10-bed transitional shelter always runs at 100% capacity; and over 220 community clients, both male and female, have been served. Of the shelter's female clients, 10 are attending college, and 21 have entered employment in Gila County. She thanked the Board for its past support and requested continued support for this much needed community service. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously approved 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.

3C. 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, Public Works Division Deputy Director, advised that some citizens approached the County a few months ago to look at this intersection and the intersection outlined in the following agenda item (3D) as there were

some safety concerns. After a traffic and warrant study was conducted it was determined that additional regulatory signs need to be installed at this intersection and also the intersection outlined in agenda item 3D. Upon motion by Supervisor Marcanti, seconded by Supervisor Pastor, the Board unanimously adopted 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. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3D. 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.

Mr. Sanders stated that this intersection mirrors the intersection that was discussed in the previous agenda item (3C). Mr. Marcanti inquired whether accidents have occurred in this intersection to which Mr. Sanders replied there haven't been any accidents. With this intersection being located within an older subdivision which has approximately 50 cars per day traversing the intersection, Mr. Sanders recommended adding these regulatory signs because the residents are concerned that the intersection has the potential for an accident. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously adopted 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. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3E. 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, Deputy County Manager/Clerk, advised that Arizona county boards of supervisors and many county staff members met last October for the County Supervisors Association's (CSA's) Legislative Retreat to prioritize those legislative priorities for the 2013 Arizona Legislative Session. CSA has requested a resolution from all fifteen Arizona county boards of supervisors supporting the Legislative Agenda, in particular: 1) County payments to the Arizona State Hospital for sexually violent prisoners; 2) reinstatement of the counties' shares of state lottery revenue; and 3) full funding of local Highway User Revenue Funds. Mr. Nelson reviewed information pertaining to these three issues and he requested that the Board adopt this proposed resolution so that CSA may present a united front on behalf of Arizona's counties when dealing with legislators in pursuit of its Legislative Agenda. Upon motion by

Supervisor Marcanti, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 13-01-03 in support of the legislative priorities of the County Supervisors Association in the 2013 Arizona Legislative Session. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3F. 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, County Manager, advised that the Board of Supervisors adopted this Countywide policy in 2005 and amended it last year. This proposed revision changes the requirement to annually submit the Conflict of Interest Questionnaire, and if needed the Conflict of Interest Statement(s) to the Human Resources (H.R.) Department instead of the Chief Deputy Clerk of the Board of Supervisors because the H.R. Department is the official keeper of records for County personnel. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously adopted the 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(s) to the Human Resources Department.

3G. Information/Discussion regarding Gila County Policy No. BOS-HRS-007 Disclosure of Conflict of Interest.

Mr. McDaniel advised that the purpose of this agenda item is to annually remind the Board of Supervisors and all County employees that 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. When the policy was last revised, a requirement was made that every employee must submit a Conflict of Questionnaire each year. All elected officials and department heads are responsible to ensure that each member of their staff submit the Questionnaire, and if needed the Conflict of Interest Statement(s) to the Human Resources Department. No action was taken by the Board on this agenda item.

3H. 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.

Mr. McDaniel advised that \$500,000 has been budgeted in the Gila County 2012-2013 fiscal year budget to conduct a classification and compensation study of all County employees and perhaps funding for whatever results are derived from the study. A Classification and Compensation Study Consultant Selection Committee (CSC) was formed in October 2012. The Committee members are as follows: Anita Escobedo, Clerk of the Superior Court; John Armer, Sheriff; Linda O'Dell, School Superintendent; Mary Hawkins, Superior Court Administrator; Jacque Griffin, Assistant County Manager/Librarian; Birdie DeNero, Human Resources Director; Steve Stratton, Public Works Division Director; Michael O'Driscoll, Health and Emergency Services Division Director; and Don McDaniel, County Manager. (Note: Sheriff Armer did not seek re-election; therefore, Sheriff Adam Shepherd has been added as a member of this Committee.) The CSC has been meeting on a regular basis and has drafted the CSC draft Request for Proposals. Mr. McDaniel emphasized that the critical component of this study is the agencies that will be chosen to compare with Gila County positions. He added that some positions may need to be compared to other agencies within the state and perhaps the nation. He stated that as those types of issue arise, the CSC will include meetings with the County Leadership Group, which is comprised of all elected officials and division/departments heads. Supervisor Marcanti questioned whether a price limit has been established for the hiring of a consultant and Mr. McDaniel replied that the CSC members has "an upper limit in their mind, but we have not discussed that yet. It would be discussed at the conclusion of the review process." Upon motion by Supervisor Marcanti, seconded by Supervisor Pastor, the Board unanimously approved the attached Final Draft Classification & Compensation Study Request for Proposals (RFP) and authorized staff to disseminate the RFP to the attached list of consultants, publications and organizations.

3I. 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.

Chairman Martin called for nominations for the position of Chairman of the Board of Supervisors. Upon motion by Supervisor Marcanti, seconded by Chairman Martin, the Board unanimously elected Supervisor Pastor to be the Chairman of the Board of Supervisors (BOS) effective after the BOS meeting on January 22, 2013. Chairman Martin then called for nominations for the position of Vice-Chairman. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously elected Chairman Martin to be the Vice-Chairman of the Board of Supervisors effective after the BOS meeting on January 22, 2013.

3J. 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.

Mr. McDaniel advised that typically during the first Board meeting of each year, there is an agenda item to review those Board members who are serving on other boards, committees, and agencies. The Board reviews each of these appointments and takes an action to either reappoint the Supervisor who is currently serving a term of office or appoint a different Supervisor. Upon motion by Supervisor Pastor, seconded by Supervisor Marcanti, the Board unanimously approved the appointments/reappointments of Board members for 2013 as follows:

- 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers – Reappointed Supervisor Pastor
- 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers - Reappointed Supervisor Pastor
- 3) Public Safety Personnel Retirement System Local Board – Appointed Supervisor Marcanti
- 4) Gila County Board of Health – Reappointed Supervisor Pastor
- 5) Gila County Local Emergency Planning Committee – Appointed Supervisor Marcanti
- 6) Central Arizona Governments Regional Council – Reappointed Supervisor Pastor
- 7) County Supervisors Association Legislative Policy Committee – Reappointed Chairman Martin
- 8) Eastern Arizona Counties Organization – Reappointed Chairman Martin
- 9) Environmental Economic Communities Organization – Reappointed Chairman Martin
- 10) San Carlos Apache Tribe Partnership Steering Committee – Appointed Supervisor Marcanti

ITEM 4 – CONSENT AGENDA ACTION ITEMS:

4A. 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.

4B. 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.

4C. 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.

4D. 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.

4E. 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 transferred from the Dislocated Worker Program to the Adult Program.

4F. 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.

4G. 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. (The Resolution is permanently on file in the Board of Supervisors' Office.)

4H. 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.

4I. 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.

4J. 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.

4K. Approval of the November 2012 monthly activity report submitted by the Payson Regional Constable.

4L. Approval of the December 2012 monthly activity report submitted by the Payson Regional Constable.

4M. Approval of the November 2012 monthly activity report submitted by the Globe Regional Constable's Office.

4N. Approval of the November 2012 monthly activity report submitted by the Clerk of the Superior Court.

4O. Approval of the November 2012 monthly activity report submitted by the Recorder.

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

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

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

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

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

Position Review:

20. Kevin Kenney – Health Services – Rural Addressing Analyst – 12/07/12 – General Fund – Request leave of absence

Request Permission to Post:

21. Board of Supervisors District III – Supervisor’s Staff Specialist – position vacated by Gina Seymour
22. Community Development – Building Services Office Manager – position vacated by Angela Parker
23. Sheriff’s Office – Inmate Counselor – position vacated by Jeannette Shapiro
24. Sheriff’s Office – Public Health Nurse – position vacated by Anjanette Bolinger
25. Community Services – Administrative Clerk Sr. (underfill Administrative Assistant) – position vacated by Denise Dickison
26. Health Services – Rural Addressing Analyst Temporary – position vacated by Kevin Kenney

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)

4R. Acknowledgment 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.

Copies of the contract reports are on file in the Board of Supervisors' Office.

4S. Approval of finance reports/demands/transfers for the weeks of December 25, 2012, January 1, 2013, January 8, 2013, January 15, 2013, and January 22, 2013.

December 25, 2012

\$1,612,476.89 was disbursed for County expenses by check numbers 251207 through 251401.

January 1, 2013

\$329,296.60 was disbursed for County expenses by check numbers 251402 through 251461.

January 8, 2013

\$1,814,351.96 was disbursed for County expenses by check numbers 251462 through 251573.

January 15, 2013

\$796,326.86 was disbursed for County expenses by check numbers 251574 through 251716.

January 22, 2013

\$2,033,168.97 was disbursed for County expenses by check numbers 251717 through 251909. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda action items 4A through 4S.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(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.

Jerry Ellison, a local news reporter, advised that Earth Day, which is held in May of each year, has typically been celebrated by the Board of Supervisors by posting pictures made by school children at the Courthouse building. He requested that the Board give this same consideration to also celebrate Constitution Day, Independence Day and Bill of Rights Day. The Board thanked Mr. Ellison for his suggestion.

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

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:59 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1631

4- N

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting Period: Human Resources reports for the weeks of 01/01/13, 01/08/13, 01/15/13, 01/22/13 and 01/29/13.

Submitted For: Berthan DeNero

Submitted By: Juley
Bocardo-Homan,
Human
Resources
Assistant,
Human
Resources

Information

Subject

Human Resources reports for the weeks of January 1, 2013, January 8, 2013, January 15, 2013, January 22, 2013, and January 29, 2013.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of January 1, 2013, January 8, 2013, January 15, 2013, January 22, 2013, and January 29, 2013.

Attachments

January Human Resources Summary Report

01/01/13 Human Resources Report

01/08/13 Human Resources Report

01/15/13 Human Resources Report

01/22/13 Human Resources Report

01/29/13 Human Resources Report

**HUMAN RESOURCES ACTION ITEMS
JANUARY 1, 2013**

TEMPORARY HIRES TO COUNTY SERVICE:

1. Stephanie Chaidez – Finance – Temporary Accounting Clerk – 01/03/13 – General Fund

DEPARTMENTAL TRANSFERS:

2. Marilyn Brewer – Board of Supervisors – From Deputy Clerk of the Board – To Supervisor’s Staff Specialist – 01/02/13 – General Fund

END PROBATIONARY PERIOD:

3. Christopher Mooney – Public Fiduciary – Public Fiduciary Services Specialist – 11/29/12 – General Fund
4. Jennifer Alvarez – Finance – Finance and Purchasing Specialist – 01/09/13 – General Fund
5. Samson Arney – Public Works – Solid Waste Operations Supervisor – 01/28/13 – Recycling and Landfill Management Fund

POSITION REVIEW:

6. Joseph Williams – Assessor – Property Appraiser II – 12/17/12 – General Fund – Salary increase due to Level II Property Appraiser Certification

HUMAN RESOURCES ACTION ITEMS
JANUARY 8, 2013

DEPARTURES FROM COUNTY SERVICE:

1. James Feezor – Board of Supervisors – Community Liaison – 11/20/12 – General Fund/Constituent Services District 3 – 10/18/12 – Temporary position has ended

HIRES TO COUNTY SERVICE:

2. Christopher Hamiter – Probation – Juvenile Detention Officer – 01/10/13 – General Fund

END PROBATIONARY PERIOD:

3. Karrie Schaal – Probation – Administrative Clerk Sr. – 12/27/12 – State Aid Enhancement Fund
4. Antonella Campos – Public Fiduciary – Public Fiduciary Assistant – 01/05/13 – General Fund

HUMAN RESOURCES ACTION ITEMS
JANUARY 15, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Walter D. Wiley – Sheriff’s Office – Detention Officer – 11/30/12 – General Fund – DOH 03/26/12 – Resignation
2. Wendy McHood – County Attorney – Deputy County Attorney Sr. – 12/04/12 – General Fund – DOH 07/07/08 – Resignation
3. Megan Wells – Public Works – Custodian (PT) – 12/27/12 – Facilities Management Fund – DOH 12/27/12 – Did not report nor call on first day of employment
4. Peter J. DeNinno – Superior Court Administration – Judge Pro Tempore – 12/31/12 – Payson Court Commissioner Fund – DOH 01/15/98 – Resignation
5. Debra Guy Snelling – Sheriff’s Office – Detention Officer – 01/02/13 – General Fund – DOH 12/17/12 – Unsuccessful completion of probationary period
6. Janel Arvizo – Health Services – Community Health Assistant – 01/03/13 – WIC Fund – DOH 04/01/08 – Resignation
7. Patti Wortman – County Attorney – Chief Deputy County Attorney – 01/22/13 – General Fund – DOH 10/22/90 - Resignation

HIRES TO COUNTY SERVICE:

8. Judith Joseph – Superior Court Administration – Judge Pro Tempore – 01/01/13 – Payson Court Commissioner Fund

POSITION REVIEW:

9. Bobby Baldwin – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage
10. Malin Busby – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage
11. Eric Butler – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage
12. Ricky Cayouette – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage
13. David Falquez – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage
14. Shirley Jack – Community Services – Temporary Mobile Crew – 01/01/13 – GEST Fund – Increase in minimum wage

END PROBATIONARY PERIOD:

15. Kay St. Laurent – Superior Court, Division One – Judicial Assistant – 01/02/13 – General Fund

REQUEST PERMISSION TO POST:

16. County Attorney – Legal Secretary Lead – Position vacated by Barbara Shepherd
17. County Attorney – Legal Secretary Sr. – Position vacated by Barbara Shepherd
18. County Attorney – Legal Secretary – Position vacated by Gaylynn Quintana
19. County Attorney – Deputy Attorney/Deputy Attorney Sr. – Position vacated by Lacy Cooper

HUMAN RESOURCES ACTION ITEMS
JANUARY 22, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Dennis A. Foil – Sheriff’s Office – Detention Officer – 01/14/13 – General Fund – DOH 09/01/08 – Resignation
2. Shane Stuler – Health Services – Environmental Health Manager – 01/25/13 – Various Funds – DOH 03/20/06 – Resignation
3. Shaun Stevenson – Information Technology – WAN Manager – 01/18/13 – General Fund – DOH 12/01/98 – Resignation
4. Jerry Farr – Public Works – Construction Project Manager – 01/31/13 – Public Works Fund – DOH 09/09/03 – Retirement
5. Christian R. Williams – Sheriff’s Office – Detention Officer – 01/13/13 – General Fund – DOH 01/30/12 – Unsuccessful completion of probationary period

HIRES TO COUNTY SERVICE:

6. Dennis Dueker – Public Works – Road Maintenance/Equipment Operator – 01/28/13 – Public Works Fund
7. Steve McFarland – Public Works – Vehicle and Equipment Mechanic – 01/28/13 – Public Works Fund

DEPARTMENTAL TRANSFERS:

8. Mark Gann – Public Works – From Solid Waste Operations Worker Sr. – To Solid Waste Operations Supervisor – 01/24/13 – Recycling and Landfill Management Fund
9. Janie Bennett – County Attorney – From Legal Secretary – To Legal Secretary Sr. – 01/14/13 – General Fund

POSITION REVIEW:

10. Travis Shields – County Attorney’s Office – Deputy County Attorney – 01/14/13 – General Fund – Salary increase due to passing the Arizona State Bar

REQUEST PERMISSION TO POST:

11. Public Works – Automotive Service Worker – Position vacated by Jeremy Friestad
12. Public Works – Solid Waste Operations Worker Sr. – Position vacated by Mark Gann
13. Information Technology – WAN Manager – Position vacated by Shaun Stevenson
14. Health Services – Medical Case Manager

HUMAN RESOURCES ACTION ITEMS
JANUARY 29, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Mario Dorame – Board of Supervisors – Temporary Laborer – 01/18/13 – General Fund/Constituent Services District II – DOH 10/18/12 – Temporary employment ended
2. Thomas Dorame – Board of Supervisors – Temporary Laborer – 01/18/13 – General Fund/Constituent Services District II – DOH 10/18/12 – Temporary employment ended
3. Jacob Sanchez – Board of Supervisors – Temporary Laborer – 01/18/13 – General Fund/Constituent Services District II – DOH 10/18/12 – Temporary employment ended
4. Austin Livingood – Board of Supervisor’s – Temporary Laborer – 01/18/13 – General Fund/Constituent Services District II – DOH 10/18/12 – Temporary employment ended

HIRES TO COUNTY SERVICE:

5. Braxton J. Bittner – Sheriff’s Office – Detention Officer – 02/04/13 – General Fund – Replacing Debra Edwards-Snelling
6. Susan D. Dean – Sheriff’s Office – Administrative Clerk – 02/04/13 – General Fund – Replacing Nancy Neumann

END PROBATIONARY PERIOD:

7. Patty Comstock – Public Fiduciary – Administrative Clerk – 02/04/13 – General Fund

POSITION REVIEW:

8. Kimberly Rust – Administrative Services – Temporary Administrative Clerk – 07/23/12 – General Fund – Services no longer required with the Administrative Services Department, will continue working for the Globe Constable’s Office
9. Malissa Buzan – Community Services – Interim Director – 01/16/13 – Various Funds – Change in Fund Codes
10. Diana Russell – Community Services – REPAC Program Manager – 01/16/13 – Various Funds – Change in Fund Codes
11. Barbara Valencia – Community Services – WIA Program Coordinator – 01/16/13 – Various Funds – Change in Fund Codes
12. Dana True – Community Services – Accounting Clerk Sr. – 01/16/13 – Various Funds – Change in Fund Codes
13. Christina Throop – Community Services – Deputy REPAC Program Manager – 01/16/13 – Various Funds – Change in Fund Codes
14. Penny Miller – Community Services – Career & Employment Specialist – 01/16/13 – WIA Fund – Change in Fund Codes
15. Sally Fullmer – Community Services – Career & Employment Specialist Sr. – 01/16/13 – Various Funds – Change in Fund Codes
16. David Franquero – Community Services – Career & Employment Specialist – 01/16/13 – Various Funds – Change in Fund Codes
17. Melvina Takala-Griffin – Community Services – Administrative Clerk Sr. – 01/16/13 – Various Funds – Change in Fund Codes
18. Laurie Sauro-Kline – Community Services – Administrative Clerk Sr. – 01/16/13 – Various Funds – Change in Fund Codes

HUMAN RESOURCES ACTION ITEMS

January 29, 2013

Page 2

19. Martin Clay – Community Services – Business Services Representative – Once Stop Manager – 01/16/13 – Various Funds – Change in Fund Codes
20. Nicholas Montague – Community Services – Accountant – 01/16/13 – Various Funds – Change in Fund Codes
21. Breena York – Community Services – Fiscal Services Manager – 01/16/13 – Various Funds – Change in Fund Codes
22. Cecilia Bejarano – Community Services – Executive Administrative Assistant – 01/16/13 – Various Funds – Change in Fund Codes

REQUEST PERMISSION TO POST:

23. Board of Supervisors District Two – Temporary Laborer – Position Vacated by Thomas Dorame
24. Health – Environmental Health Manager – Position vacated by Shane Stuler

ARF-1667

4- 0

Regular BOS Meeting

Meeting Date: 02/05/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-04-13 and 01-11-13

Submitted For: Joseph Heatherly, Finance Director

Submitted By: Dana Sgroi,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-04-13 and 01-11-13

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 31, 2012, to January 4, 2013; and January 7, 2013, to January 11, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-04-13 and 01-11-13

Amendment No. 1 to Professional Services Agreement with Jean Turney-Shaw Service Agreement No. 122012 with Bob Lee & Sons Tree Service

Amendment No. 1 to Contract No. 121911 with Globe Exterminators

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

December 31, 2012, to January 04, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Amendment No. 1 to Professional Services Agreement with Jean Turney-Shaw, FNP	Amendment No. 1 to Professional Service Agreement Family Planning Consulting Service Between Gila County and Jean Turney-Shaw, FNP	Not to exceed \$15,000.00	01-01-13 to 12-31-13	01-02-13	Option to extend for one (1) one (1) year period	Jean Turney-Shaw, FNP will provide family planning consulting services for the Payson Health Department.

January 07, 2013, to January 11, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 122012 with Bob Lee & Sons Tree Service	Service Agreement No. 122012 Tree Removal on Hardscrabble Road and Route 87	\$1,150.00	01-04-13 to 03-04-13	01-09-13	Expires	There are two dead 40' cottonwood trees in a Gila County Right of Way on Hardscrabble Road, just west of Highway 87 in Pine, AZ. These trees threaten to be a hazard to the public. With the winds and weather, the trees need to be removed as soon as possible.
Amendment No. 1 with Globe Exterminating	Amendment No. 1 to Contract 121911 Pest Control Service for Southern Gila County Globe Exterminators	Not to exceed \$7,200.00	01-01-13 to 12-31-13	01-09-13	Option to extend for one (1) one (1) year period	January 01, 2012 Gila County entered into a contract with Globe Exterminators to provide pets control for various Southern Gila County Facilities. Amendment No. 1 extends the term of the contract to December 31, 2013.

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

**PROFESSIONAL SERVICES AGREEMENT
FAMILY PLANNING CONSULTING SERVICES
BETWEEN
GILA COUNTY AND JEAN TURNEY-SHAW, FNP**

AMENDMENT NO. 1

Effective January 01, 2012, Gila County and Jean Turney-Shaw, FNP, entered into a contract whereby Jean Turney-Shaw, FNP would provide Family Planning Consulting Services Gila County Division of Health and Emergency Services.

The contract expires December 31, 2012. Per page 4, Article XI, of the contract, Gila County may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from January 01, 2013, to December 31, 2013. Total annual compensation of contract shall not exceed \$15,000.00.

All other terms, conditions and provisions of the original Contract 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 02 day of JANUARY, ~~2012~~ 2013.

**GILA COUNTY :
GILA COUNTY MANAGER**

Don E. McDaniel Jr.

**CONTRACTOR:
JEAN TURNEY-SHAW, FNP**

Jean Turney-Shaw

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



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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. 122012
TREE REMOVAL ON HARDCRABBLE ROAD AND ROUTE 87

THIS AGREEMENT, made and entered into this 09th day of JANUARY, ~~2012~~, 2013
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the
County, and Bob Lee & Sons Tree Service, 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 dpurch@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 a flat fee of \$ 1,150.00 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

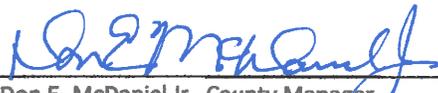
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 122012 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: 1/9/13

Bob Lee & Sons Tree Service



Signature

Jodi Lee

Print Name

ATTACHMENT "A"

BOB LEE & SONS TREE SERVICE
 SERVING THE ENTIRE RIM AREA
 PAYSON (928) 474-4220 • TOLL FREE 1-877-474-4220
 BONDED • INSURED • WORKERS COMPENSATION

We accept



Proposal submitted to:				Work to be performed at:			
NAME <i>Gila County</i>				NAME <i>* Handsnabble and RT 89</i>			
ADDRESS <i>5320 East Hwy 260</i>				ADDRESS			
CITY <i>Stark Valley</i>		STATE <i>AZ</i>		CITY		STATE ZIP	
TELEPHONE <i>Nyca 928.468.2801</i>				TELEPHONE			
DATE <i>12/5/2012</i>	DATE OF PLANS	START WORK DATE	INVOICE NO.	PROPOSAL NO.	PAGE NO.	NO. OF PAGES	

*Remove two dead 40' Cottonwood trees, cut at grade
 Wood to be cut into 5' to 7' lengths
 Gila County will provide traffic control and will remove
 All slash, debris and wood from work site. B.Lu County
 will be responsible for all hauling of wood, etc.*

Proposal & Acceptance

Proposal includes

MATERIAL AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

FOR THE SUM OF

DOLLARS *\$1,150.00*

PAYMENT TO BE MADE AS FOLLOWS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and any other necessary insurance.

NOTE: THE PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ___ DAYS.

AUTHORIZED SIGNATURE

Acceptance of proposal

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THIS CONTRACT AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED TO THE LEFT.

Ray Danner
 SIGNATURE OR COMPANY

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 121911 PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY

GLOBE EXTERMINATORS

Effective January 01, 2012, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide Pest Control services to various locations in Southern Gila County. Per Article 14 – Term, 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 Attachment "A" Price Sheet of the original contract, but in no event shall charges for the January 01, 2013 to December 31, 2013 extension exceed \$7,200.00 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 09th day of JANUARY, 2012: 2013

GILA COUNTY

Don E. McDaniel, Jr./County Manager

CONTRACTOR

GLOBE EXTERMINATORS

Authorized Signature

Print Name