

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, JULY 2, 2013 - 10:00 A.M.
R E V I S E D

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of four employees for June's "Spotlight on Employees" Program, as follows: Art Epperson, Fred Lavin, Jerry Moore and Bruce Tanner. **(Angelo Cutter)**
3. **REGULAR AGENDA ITEMS:**
 - A. **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Flood Control District Board of Directors.)**
Information/Discussion/Action to consider a variance to Sections 5.6(A)(1) of the Gila County Floodplain Management Ordinance, which is the requirement for a manufactured home elevation; a floodplain variance request submitted by Roy Goodwin for Assessor's tax parcel number 201-14-018C in Tonto Basin. **(Darde de Roulhac and Steve Sanders) (Motion to adjourn as the Gila County Flood Control District Board of Directors, and reconvene as the Gila County Board of Supervisors.)**
 - B. Information/Discussion/Action to accept a Citizens' Petition from Doreen R. Padilla to begin the process to dispose of an unnecessary public roadway being a portion of E. Main Street, Globe. **(Steve Sanders)**
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Approval of Amendment No. 2 to Intergovernmental Agreement No. KR11-0111 (Attorney General Contract No. KR13-0067) between the Arizona Supreme Court, Administrative Office of the Courts, and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds for FY 2013, in the amount of \$18,850 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2014.

- B. Authorization of the Chairman's signature on a Grant Renewal Amendment Notification form that is between Gila County and the Early Childhood Development and Health Board (First Things First) to accept a Grant Renewal/2014 Grant Award for Grant No.GRA-STATE-13-0502-01-Y2 to provide child care health consultation services for the period of July 1, 2013, through June 30, 2014,in the amount of \$19,567.
 - C. Approval to set a date of Tuesday, August 6, 2013, whereby the Board of Supervisors will hold a public hearing to obtain comments with regard to a request submitted by the Town of Payson and Town of Star Valley to deannex/annex land as described in the ordinances adopted by each Town.
 - D. Acknowledgment of the May 2013 monthly activity report submitted by the Payson Regional Constable's Office.
 - E. Acknowledgment of the May 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - F. Approval of the June 18, 2013, Board of Supervisors meeting minutes and the June 18, 2013, Board of Equalization meeting minutes.
 - G. Acknowledgment of the Human Resources reports for the weeks of June 4, 2013, June 11, 2013, June 18, 2013, and June 25, 2013.
 - H. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of June 10, 2013, to June 14, 2013.
 - I. Approval of finance reports/demands/transfers for the week of July 2, 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-1890

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 07/02/2013

Submitted For: Linda Eastlick Submitted By: Erica Raymond, Human Resources Assistant,
Human Resources

Department: Human Resources

Information

Request/Subject

June 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 four employees for June 2013 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four employees for June's "Spotlight on Employees" Program, as follows: Art Epperson, Fred Lavin, Jerry Moore and Bruce Tanner. **(Angelo Cutter)**

ARF-1921

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 07/02/2013

Submitted For: Darde DeRoulhac,
Flood Control District
Chief Engineer

Submitted By: Darde DeRoulhac, Flood Control
District Chief Engineer, Public Works
Division

Department: Public Works Division

Division: Floodplain

Information

Request/Subject

Floodplain Variance Request submitted by Mr. Roy Goodwin for Parcel No. 201-14-018C, located in Tonto Basin.

Background Information

Mr. Goodwin acquired a used 24' x 60' manufactured home and installed it on his lot in Tonto Basin. When he requested that the County Community Services Division rehab the home, it was discovered that the home was a replacement for a previous mobile home, and that permits had not been obtained to install the replacement home. The home had been installed below the regulatory flood elevation, in violation of the Gila County Floodplain Management Ordinance. Mr. Goodwin requested a variance to the elevation requirement, which was denied. There is a notice that the property is not in compliance with the elevation requirement, recorded to deed after his variance request was denied.

Mr. Goodwin was issued a floodplain use permit to re-set the home to the proper elevation. The permit gave all the elevation requirements, and there was an on-site benchmark from which to measure, which was set by the Community Development Division staff. The Community Services Division had that information when starting the project to elevate the home. Community Services hired a contractor to raise the home, but it is still 0.3 ft. too low and does not meet the elevation requirements of the County's ordinance, although as Mr. Goodwin states, it is above the FEMA national minimum elevation criterion. The actual elevation information is from an Elevation Certificate prepared by Mark Guerena, the County Engineer.

Evaluation

A. FINDINGS OF FACT:

The variance applicant, Roy Goodwin,

1. Lives in a neighborhood which has experienced flooding, and the parcel is designated by FEMA as being within a regulatory floodplain.
2. Installed a replacement manufactured home without obtaining the required floodplain use permit. The home was installed several feet too low.
3. Had Gila County Community Services rehab the home and build a porch and ramp.
4. Was issued a floodplain use permit to raise the manufactured home to the proper elevation. The current elevation requirement is that the bottom of the lowest structural member is to be elevated to at least the regulatory flood elevation.
5. Had the home elevated and a ramp and skirting constructed, through Gila County Community Services.
6. Had an elevation Certificate performed for him by the Gila County Public Works Division, which discovered that the home was still not raised to the elevation specified on the floodplain use permit (that elevation was from the FEMA Flood Insurance Rate Maps).
7. Has requested a variance to the elevation requirement.

B. NATURE OF VARIANCE REQUEST:

Section 6.1 of the Gila County Floodplain Management Ordinance requires that “variances pertain to a piece of property and are not personal in nature.”

C. PUBLIC SAFETY AND EXPENSE:

This is relatively flat land close to the Tonto Creek channel. In the January 2010 flood, this neighborhood received flooding. This home has been elevated to its present elevation at public expense. The bottom of the manufactured home frame is elevated to 0.7 feet above the 100-year flood elevation, which exceeds the FEMA national minimum standard that the floor elevation be at or above the 100-year (base flood) elevation. However, Section 5.6 of the Gila County Floodplain Management Ordinance requires that the elevation of the bottom of the frame be 1.0 foot above the 100-year elevation. Section 4.3.A.2 of the Gila County Floodplain Management Ordinance requires that the Floodplain Administrator determine that a permitted site is reasonably safe from flooding. The Floodplain Administrator feels that this home is reasonably safe from flooding, and that for Community Services to raise the home an additional 0.3 ft. would require additional public expense, for a small amount of additional flood protection.

D. FLOOD INSURANCE AND RECORDED NOTICES:

1. Flood insurance costs are based on the relation of the floor elevation to the base flood elevation, and may be more expensive for homes which are placed below the required flood elevation, compared to those meeting the elevation requirement.
2. FEMA requires that a notice be recorded to deed if this variance is granted.

Conclusion

1. Mr. and Mrs. Goodwin have worked with the County to try to meet the elevation requirements. The elevation of their home meets the FEMA national minimum standard and may be considered reasonably safe from flooding, although it does not meet the Gila County elevation requirement.
2. An Elevation Certificate has been provided by the County, which verifies that the elevation criterion was not met.
3. Contractors for the County did not re-install the manufactured home to the required elevation. Additional public expense would be involved for County Community Services to have the home reset to the proper elevation.

Recommendation

Staff recommends approval of this variance request, and recommends that the Board direct the Floodplain Administrator to record the deed to reflect that the property has been granted a variance to the elevation requirement of the Gila County Floodplain Management Ordinance, but that it exceeds the FEMA minimum elevation requirement. An Affidavit of Correction of the Floodplain Ordinance Violation can be recorded if the property is brought into compliance.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Flood Control District Board of Directors.) Information/Discussion/Action to consider a variance to Sections 5.6(A)(1) of the Gila County Floodplain Management Ordinance, which is the requirement for a manufactured home elevation; a floodplain variance request submitted by Roy Goodwin for Assessor's tax parcel number 201-14-018C in Tonto Basin. **(Darde de Roulhac and Steve Sanders) (Motion to adjourn as the Gila County Flood Control District Board of Directors, and reconvene as the Gila County Board of Supervisors.)**

Attachments

Variance Request - Goodwin Exhibits A, B, & C

EXHIBIT A: VARIANCE REQUEST BY ROY GOODWIN

Gmail - Owie letter

Page 1 of 1



Roy Goodwin <tontoxtr@gmail.com>

Owie letter

1 message

Snail Foot <snailpuppy@hotmail.com>
To: Roy G <tontoxtr@gmail.com>

Mon, Apr 15, 2013 at 7:40 PM

4/10/13

We ask the Board to grant a special variant on our property at 135 W Reno Dr Tonto Basin AZ 85553. To be recorded to the deed. It seems throw years and at least three survivors there is still a lack of cohesiveness of elevation. We are in right legal standing with FEMA. How ever the state of Arizona seems not happy with the current elevation. A matter of thee inches.

FEMA is fine with 230570

The state however is not with 230600. 3 inch discrepancy

My wife and I have been disrupted for month totally out of the house throw the entire summer and in to the fall living in a tent in the yard.

We have witnessed some vary bad behavior with some contractors and some state players in this project. strife of contractors factions, discourse and a lac of over site. It is good tax money to a bad outcome

Dard de Roulac and I have been working together and he agrees that there has been major mistakes with this project and agrees that three inches is ludicrous to have such a mark on the deed and exges the board to rectify the situation in this very special situation.

As of right now we are not better off with the disposition of compliance then in two years back. In spite of the funding the man hours strife enduring a Arizona summer monsoon and cold fall and displacement.

My wife and I wont to do the right thing and are grateful

I ask myself why did we go 8 foot plus high in the air? when 3 foot was fine with me. A very vary much longer ramp the long term health concerns. Some day we might have to sell our property and get a much more manigle lay out leaving the status quo. Being as compliance as we are now (We wont to do the right)

Even in the best economic conditions this mark on the deed make our house unsellable

We appeal to this board and special circumstances of this case. Throw the cold hard regulations to the light of this meeting where people live.

My wife and I live in Tonto Basin in Gila County in the Great state of Arizona of the United States of America

Under God

sincerely

Roy and Rosalie Goodwin

PO box 1127 Tonto Basin Arizona 85553

Roy (928) 951-5386

THANKS FOR YOUR SUPPORT
WITH YOUR HELP!

RECEIVED

MAY 09 2013

GILA CO. COM. DEV. FLOODPLAIN



Photographs of Elevated Manufactured Home, During Construction and Final



<< - North

Aerial Photograph of Vicinity
(After January, 2010 Flood, Approximate Parcel Boundary Shown in Red)



<< - North

Aerial Photograph of Site
(After January, 2010 Flood, Approximate Parcel Boundary Shown in Red)

EXHIBIT C

APPLICABLE EXCERPTS FROM THE GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE:

This request to build below the regulatory flood elevation would be a variance to Section 5.6(A) of the Gila County Floodplain Management Ordinance, which is as follows:

“5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the floodplain either in a new or existing space, lot or parcel provided that the manufactured home is either:

1. Elevated so that the **bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation ...** [paragraph 2 does not apply]

The following Ordinance excerpts are provided for reference:

The ordinance requires that the following be considered by the Board when deciding whether to grant a variance (bold added):

“6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that **variances pertain to a piece of property and are not personal in nature.** A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. **The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself,** not to the structure, its inhabitants, or the property owners...”

“D. In passing upon variance applications, the **Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:**

1. The danger that materials may be swept onto other lands to the injury of others;

2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to **flood damage and the effect of such damage on the individual owner;**
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed uses with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. **The safety of access to the property in times of flood for ordinary and emergency vehicles;**
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
11. **The costs of providing governmental services during and after flood conditions**, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
12. **The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.**

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given **written notice over the signature of the Chairman of the Floodplain Board** that:

1. The issuance of a variance to construct a structure below the base flood level will result in **increased premium rates for flood insurance** up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level **increases risks to life and property.**
3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Insurance Administration upon request.

6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. **As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.**

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, ...

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the **variance is the minimum necessary**, considering the flood hazard, to afford relief.

E. Variances shall **only** be issued upon:

1. A showing of **good and sufficient cause**;
2. A determination that **failure to grant the variance would result in exceptional "hardship"** to the applicant;

3. A showing that the use cannot perform its intended purpose unless it is located- or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
4. A determination that the **granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud" on or "victimization" of the public, or conflict with existing local laws or ordinances.**

The following are definitions of terms as defined and used in the ordinance:

"Fraud and victimization" as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that **every newly constructed building adds to government responsibilities and remains a part of the community** for fifty to one-hundred years. **Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.**

"Hardship" as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. **Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.**

"Public safety" as related to Section 6.3 of this ordinance, means that the granting of a variance **must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.**

ARF-1912

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 07/02/2013

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Information

Request/Subject

Accept a Citizens' Petition for Abandonment of a Roadway at E. Main Street, Globe

Background Information

On February 1, 2011, the Gila County Board of Supervisors adopted a policy and procedure for the abandonment of County highways, local streets, avenues, alleys, and for the extinguishment of easements within Gila County. This proposed abandonment meets the requirements established by that policy.

Evaluation

Gila County Public Works Engineering Department has received a petition and request from Doreen R. Padilla to abandon a portion of an unnecessary public roadway shown as a portion of East Main Street adjacent to Assessor's parcel number 207-08-127 Official Map No. 52, Gila County Records, Gila County, Arizona.

After an on-site study by Engineering staff, the proposed abandonment of roadway will not have an effect on access through the area nor will it impact the area needed to maintain the roadway.

Conclusion

It is in the best interest of the County for the Board of Supervisors to accept the Citizens' Petition and authorize the Engineering Department to begin the process to dispose of a portion of the unnecessary public roadway.

Recommendation

It is the recommendation of the Deputy Director of Public Works to accept the Citizens' Petition to begin the process to dispose of the unnecessary portion of the roadway known as E. Main Street.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition from Doreen R. Padilla to begin the process to dispose of an unnecessary public roadway being a portion of E. Main Street, Globe. **(Steve Sanders)**

Attachments

Petition to Vacate

PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT

We the undersigned, all being resident taxpayers in Gila County, Arizona, do hereby petition the Honorable Gila County Board of Supervisors for the vacation or extinguishment of the above described property:

Petition must have a minimum of ten (10) signatures that support the application. While not a requirement it is suggested residents surrounding the proposed vacation or extinguishment be given the opportunity to sign the petition.

NAME ADDRESS DATE

Mike R. Bodulla P.O. Box 237 Claypool 2-20-13

~~Michelle Moss~~ P.O. Box 1658 Claypool 2-20-13

Hindy Quincy 405 S. 3rd St., Globe, AZ. 85501 2/20/13

Jane Quiroz 405 53rd St Globe AZ 85501 2/20/13

Jamela Sullivan 224 S Second St Globe, AZ 85501 2-20-13

Barbara V Olivarez 4235 3rd St Globe AZ 85501

April M. BARAJAS 765 W Pershing Cir Miami AZ 85501 ^{2/27/13} 2/22/13

Dorothy DUNSKY P.O. Box 1589 Claypool AZ 85532 2/27/13

~~Michelle Moss~~ P.O. Box 685 Miami AZ 85539 3-10-13

P.O. Box 662 CLAYPOOL 85532 3-10-13

Richard Chang 5661 E. ARROYA AVE Globe 85501

SARAH CHAVEZ 5661 E. ARROYA AVE GLOBE 85501

ARF-1923

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 07/02/2013

Submitted For: Linda O'Dell, School Superintendent
Submitted By: Victoria Sanchez, Executive Assistant, School Superintendent's Office

Department: School Superintendent's Office

Fiscal Year: 2013-2014 **Budgeted?:** Yes

Contract Dates January 10, **Grant?:** Yes

Begin & End: 2012-June 30, 2014

Matching Requirement?: No **Fund?:** Renewal

Information

Request/Subject

Amendment No. 2 to Intergovernmental Agreement No. KR11-0111 for Title I and Other Associated Funds for Juvenile Detention Education Services with the Arizona Supreme Court.

Background Information

On January 10, 2012, the Gila County Board of Supervisors approved IGA No. KR11-0111 (Attorney General Contract No. KR11-0111) and Budget Application for FY2012 for Juvenile Detention Education funding with the above noted parties in the amount of \$68,559. Every other year or when additional funds are disbursed within the same fiscal year, the Attorney General amends the original IGA and issues a new Attorney General Contract Number. On November 23, 2012, the Attorney General amended the original IGA No. KR11-0111 and issued a new Attorney General Contract No. (KR12-0087) for FY2013 for continued Juvenile Detention Education funding. The Board of Supervisors approved Amendment No. 1 on January 22, 2013. On June 10, 2013, the Attorney General amended the original IGA (KR11-0111) a second time and issued a new Attorney General Contract No. (KR13-0067) for additional funds issued for FY2013 in the amount of \$18,850.00.

Evaluation

Amendment No. 2 to the IGA No. KR11-0111 changes the following: 1. Section 1-Purpose: the Administrative Office of the Courts (AOC) for fiscal year 2013, on behalf of all Arizona counties has applied for and received \$309,452.73. The portion of these funds allocated to Gila County is \$18,850.00. 2. Exhibit A-1 and A-2 (Budget Application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibit A-1 and A-2 of the underlying IGA.

Conclusion

Approval of Amendment No. 2 to IGA No. KR11-0111 with the Arizona Supreme Court (Attorney General Contract No. KR13-0067) will allow for the continued services for the Gila County Juvenile Detention Education Program.

Recommendation

The Gila County School Superintendent recommends that the Board of Supervisors approve Amendment No. 2 to IGA No. KR11-0111 (Attorney General Contract No. KR13-0067) with the Arizona Supreme Court.

Suggested Motion

Approval of Amendment No. 2 to Intergovernmental Agreement No. KR11-0111 (Attorney General Contract No. KR13-0067) between the Arizona Supreme Court, Administrative Office of the Courts, and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds for FY 2013, in the amount of \$18,850 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2014.

Attachments

Amendment No. 2 to IGA KR11-0111

Exhibit A-1 Budget Application

Exhibit A-2 Budget Description

Amendment No. 1 to IGA KR11-0111

Original IGA No. Kr11-0111

Legal Explanation



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR13-0067 Gila which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 10th Day of June, 2013

THOMAS C. HORNE
The Attorney General

Eugene McCarthy
Assistant Attorney General

KR13-0067

Arizona Supreme Court
Administrative Office of the Courts

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
TITLE I FUNDS FOR JUVENILE DETENTION EDUCATION
SERVICES**

Attorney General Contract #KR11 - 0111
Amendment #2

This amends the above described Intergovernmental Agreement dated January 24, 2012 (“IGA”) by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (“AOC”), and Gila County Board of Supervisors through the County School Superintendent (“Superintendent”) and the Gila County Superior Court through the Juvenile Court (“Court”).

The parties agree the IGA is amended as follows:

1. **Section 1. Purpose.** The AOC has received additional Title I funds of \$309,452.73 from the Arizona Department of Education on behalf of all Arizona counties. The portion of these funds allocated to Gila County is \$18,850.00.
2. **Exhibit A-1 and Exhibit A-2** (Budget Application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibits A-1 and A-2 of the underlying IGA.

SIGNATURE PAGE FOLLOWS

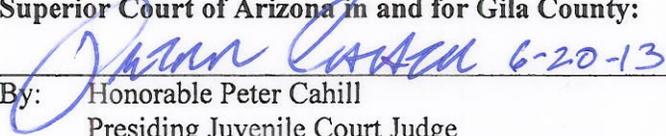
IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

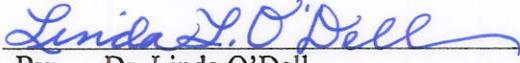
Date

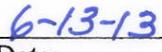
Superior Court of Arizona in and for Gila County:

By:  6-20-13
Honorable Peter Cahill
Presiding Juvenile Court Judge


Date

Superintendent:

By: 
Dr. Linda O'Dell


Date:

Superintendent Counsel:

By: Bryan B. Chambers, Deputy Attorney Principal

Date

Board of Supervisors:

By: Michael A. Pastor, Chairman

Date:

Board of Supervisors Counsel:

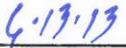
By: Bryan B. Chambers, Deputy Attorney Principal

Date:

Exhibit A-1
 FY13 Budget Application TITLE I ADDITIONAL FUNDS

Public Educational Agency (PEA) Arizona Supreme Court		County GILA		Name Richard Vierling		Phone 928.402.8781	
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Current FY13 TITLE I Additional Fund Total			\$18,850.00				\$18,850.00
Instruction 1000							
Salaries	1000-6100	\$3,360.00					\$3,360.00
Employee Benefits	1000-6200	\$563.14					\$563.14
Purchased Professional Services	1000-6300	\$0.00					\$0.00
Purchased Property Services	1000-6400	\$0.00					\$0.00
Other Purchased Services	1000-6500						
Supplies	1000-6600	\$0.00					\$0.00
Other Expenses	1000-6800						
Support Services 2100, 2200, 2600-2900							
Salaries	2100-6100	\$0.00					\$0.00
Employee Benefits	2100-6200	\$0.00					\$0.00
Purchased Professional Services	2100-6300	\$0.00					\$0.00
Purchased Property Services	2100-6400						
Other Purchased Services	2100-6500	\$0.00					\$0.00
Supplies	2100-6600						
Other Expenses	2100-6800	\$0.00					\$0.00
Support Services - Admin 2300, 2400, 2500							
Salaries	2300-6100	\$2,806.00					\$2,806.00
Employee Benefits	2300-6200	\$470.86					\$470.86
Purchased Professional Services	2300-6300						
Purchased Property Services	2300-6400						
Other Purchased Services	2300-6500						
Supplies	2300-6600						
Other Expenses	2300-6800						
Capital Outlay	6700 et al.	\$11,650.00					\$11,650.00
PROPOSED BUDGET EXPENDITURE			\$18,850.00				\$18,850.00


 Director of Juvenile Court Services


 Date


 County School Superintendent Date



P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)
Budget Description Page FY2013, Exhibit A – 2

When listing staff salaries calculate and include full-time equivalencies (FTEs)
 For ALL costs, give specific program descriptions and rationale

Please print your name and date here once you have completed the form: Richard Vierling June 12, 2013.

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	.50 FTE Instructional Aide (60 days X 4 hours X \$14.00 = \$3,360)	\$3,360.00
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	Benefits for Instructional Aide @ 16.76%=\$563.14.	\$563.14
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only		
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only		
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only		
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only		
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only		
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	.125 FTE Administrative Support salary for 60 days=\$2,806	\$2,806.00
Employee Benefits 6200 Title I-D and Title II-A only	Benefits for Administrative Support salary @ 16.76%=\$470.29	\$470.29
Other Purchased Services 6500 Title II-A only		

Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	Laptops to provide educational programming during after school hours=\$11,650.57	\$11,650.57
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Gila

KR12-0087

Arizona Supreme Court
Administrative Office of the Courts

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
TITLE I AND OTHER ASSOCIATED FUNDS FOR JUVENILE
DETENTION EDUCATION SERVICES**

Attorney General Contract #KR11 - 0111
Amendment #1

This amends the above described Intergovernmental Agreement dated January 24, 2012 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 2. Purpose;** The AOC has applied for and received \$1,322,195.97 for fiscal year 2013, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is \$65,271.00.
2. Exhibits A-1 (Budget Application) and A-2 (Budget Description) are attached hereto and incorporated herein. They amend Exhibits A-1 and A-2 of the underlying IGA.
3. **Section 4. Term and Renewal;** extend the termination date to June 30, 2014.
4. **Section 9(e). Termination of Funding;** extend the termination date to June 30, 2014.

SIGNATURE PAGE FOLLOWS

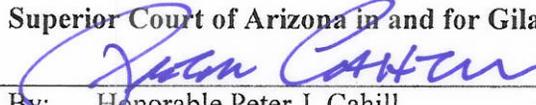
IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:



By: Honorable Peter J. Cahill
Presiding Juvenile Court Judge

Date
12-7-12

Superintendent:



By: Dr. Linda O'Dell

Date
12-5-12

Superintendent Counsel:

By:

Date

Board of Supervisors:

By: Chairman

Date:

Board of Supervisors Counsel:

By:

Date:

Gila



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR12-0087 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 23rd Day of November, 20 12

THOMAS C. HORNE
The Attorney General

Eryn McArdley
Assistant Attorney General

Gila



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR11-0111 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 12th Day of December, 20 11

THOMAS C. HORNE
The Attorney General

[Signature]
Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE GILA COUNTY SCHOOL SUPERINTENDENT AND
THE GILA COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,306,718.55 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$ 68,559 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on September 30, 2013.

5. Duties of the AOC

The AOC shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs
- b. Provide Gila County \$ 68,559 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2011/2012 and 2012/2013, respectively.
- e. Provide training, education and support for detention educators regarding appropriate education remediation.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.
- g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 1. receipt of funds from the ADE,
 2. a current original executed IGA or Amendment,

6. Duties of the Court

The Court shall:

- a. Pursuant to A.R.S. § 15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:
 1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval

by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
 - c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.
 - d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.
 - e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

7. Duties of the Superintendent

The Superintendent shall:

- a. Pursuant to A.R.S. § 15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:
 1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
 2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2011/2012 and 2012/2013, respectively.
- c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

- d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in PL 107-110 "No Child Left Behind Act of 2001" as amended and CFR) and shall provide program reports as requested to the AOC and the Court.
- e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.
- g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.
- h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.
- k. Work with the Court to provide services to students in secure care settings that:
 - 1. provide for an academic assessment and survey of educational status while in the detention education program,
 - 2. attempt to coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,
 - 3. ensure students successfully complete assigned work while in the detention facility,
 - 4. ensure transfer credits for work completed while in the detention facility,
 - 5. assist students to transition to public and/or alternative education placements, including assisting the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913.
- l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31st of each fiscal year, and include it in the final report required in paragraph 9.

- m. Document the results of an assessment of basic academic skills for each student and summarize the results, and include it in the final reports required in paragraph 9.
- n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.
- o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.
- p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.
- q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.
- s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

9. Expenditures

- a. **Reporting Requirements.** A closing report is required. The Superintendent shall submit a final report no later than August 31st of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.
- b. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30th of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed

by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

- c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.
- e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2013 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

- a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a

provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

12. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

13. Confidentiality

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of

Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

14. Modification and Termination

- a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.
- b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

15. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

16. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

17. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

18. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

19. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

20. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

21. Legal Authority

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

22. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

23. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

24. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

25. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

26. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401.

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of the parties’ key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of the parties’ employees or subcontractor’s employees who work on the contract to ensure that the parties’ personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

27. Scrutinized Business Operations.

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that any of the parties submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

28. Audits.

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

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29. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Kendall Rhyme
Director of Juvenile Court Services
Gila County Juvenile Court
1100 E. Monroe St.
Globe, Arizona 85501

SUPERINTENDENT:

Dr. Linda O'Dell
Gila County Superintendent of Schools
1400 E. Ash Street
Globe, Arizona 85501

SIGNATURE PAGE FOLLOWS

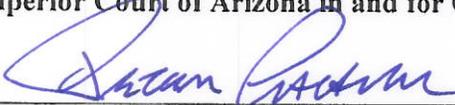
IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:


By: Honorable Peter Cahill
Presiding Juvenile Court Judge

12-22-11

Date

Superintendent:


By: Dr. Linda O'Dell

12-16-11

12-16-11

Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By:

Date:

Board of Supervisors Counsel:

By:

Date:

Exhibit A-1
FY12 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court		County GILA		Name Richard Vierling		Phone 928.402.8781	
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Current FY12 Allocation		\$20,233.00	\$6,147.00	\$36,634.00	\$5,545.00	\$68,559.00	
Carryover from FY11 (+)		\$2,897.03	\$1,671.58	\$30,646.88	\$6,171.88	\$41,387.37	
ADE Approved Interest Carryover FY11		\$3.00	\$6.00	\$65.00	\$0.00	\$74.00	
*Total Program Budget Allocation FY12 (=)		\$23,133.03	\$7,824.58	\$67,345.88	\$11,716.88	\$110,020.37	
Instruction 1000							
Salaries	1000-6100	\$7,560.00		\$8,544.00		\$16,104.00	
Employee Benefits	1000-6200	\$617.65		\$1,536.00		\$2,153.65	
Purchased Professional Services	1000-6300					\$0.00	
Purchased Property Services	1000-6400					\$0.00	
Other Purchased Services	1000-6500					\$0.00	
Supplies	1000-6600			\$20,000.00	\$11,716.88	\$31,716.88	
Other Expenses	1000-6800					\$0.00	
Support Services 2100, 2200, 2600-2900							
Salaries	2100-6100	\$3,000.00		\$5,000.00		\$8,000.00	
Employee Benefits	2100-6200	\$533.40		\$500.00		\$1,033.40	
Purchased Professional Services	2100-6300		\$2,824.58	\$20,765.88		\$23,590.46	
Purchased Property Services	2100-6400					\$0.00	
Other Purchased Services	2100-6500		\$2,500.00	\$5,000.00		\$7,500.00	
Supplies	2100-6600					\$0.00	
Other Expenses	2100-6800					\$0.00	
Support Services - Admin 2300, 2400, 2500							
Salaries	2300-6100	\$10,383.00				\$10,383.00	
Employee Benefits	2300-6200	\$1,038.98				\$1,038.98	
Purchased Professional Services	2300-6300					\$0.00	
Purchased Property Services	2300-6400					\$0.00	
Other Purchased Services	2300-6500		\$2,500.00			\$2,500.00	
Supplies	2300-6600					\$0.00	
Other Expenses	2300-6800					\$0.00	
Capital Outlay	6700 et al.			\$6,000.00		\$6,000.00	
PROPOSED BUDGET EXPENDITURE TOTAL FY12		\$23,133.03	\$7,824.58	\$67,345.88	\$11,716.88	\$110,020.37	


Director of Juvenile Court Services

12-22-11
Date


County School Superintendent Date

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)
Budget Description Page FY2012, Exhibit A – 2

When listing staff salaries, calculate and include full-time equivalencies (FTEs)
 For ALL costs, give specific program descriptions and rationale

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	Title ID: .55 Instructional Aide (135 days X 4 hours X \$14.00 = \$7,560, IDEA Basic: .11 FTE Special Education Teacher (11% of \$50,400=\$5,544), Substitutes for SPED teacher to attend professional development activities=\$3,000.	\$16,104
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	Title ID: Benefits for Instructional Aide @ 8.17%= = \$617.65, IDEA Basic: Benefits for .11 FTE Special Education Teacher:(11% of 8.17% of \$50,400 (453) + 11% of medical benefits of \$5,000 (550). Total: 1003), B.) Benefits for substitutes @ 17.78%=533	\$2,687.05
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only	IDEA Basic: Supplies and classroom materials=\$20,000. Includes filing cabinets for Special Education records. IDEA Secure Care: Classroom supplies and materials= \$11,716.88	\$31,716.88
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	Title I: Substitutes for regular teacher to attend professional development activities=\$3,000. IDEA Basic: Merit Pay for SPED teacher for completion of NCA/CITA School Improvement Goals for FY2012= \$5,000.	\$8,000
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	Title I: Benefits for instructional aide @ 17.78%=\$533.40, IDEA Basic: Benefits for Merit Pay @ 10%=\$500	\$500
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	Title IID: ASCD Membership fee, fee for Advanced Education for Accreditation for FY2012, other PD fees =\$2,824.58. IDEA Basic: Fees for professional development, counseling/transition and other Special Education services= \$20,765.88. Includes fee for	\$23,590.46

	"Towards No Tobacco" program.	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	Title IID: Travel expenses in support of professional development for teacher and aide =\$2,500. IDEA Basic: Travel for Special Education teacher to attend conferences, workshops, etc. = \$5,000	\$7,500
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	Title ID: .13 Administrative Support salaries=\$10,383	\$10,383
Employee Benefits 6200 Title I-D and Title II-A only	Title ID: Benefits for .13 Administrative Support salaries=\$1038.98	\$1,038.98
Other Purchased Services 6500 Title II-A only	Title IID: Administrative travel to support professional development activities=\$2,500	\$2,500
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	IDEA Basic: 3 Laptops for teacher, student and aide use =\$6,000.	\$6,000



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1913

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date:	07/02/2013		
<u>Submitted For:</u>	Lorraine Dalrymple, Health Services Program Manager	<u>Submitted By:</u>	Lorraine Dalrymple Health Services Program Manager Health & Emergency Services Division
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2013-14	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	July 1, 2013 through June 30, 2014	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Approval of the Renewal Amendment for Grant #GRA-STATE-13-0502-01-Y2 between First Things First and the Gila Count Health Department to provide Child Care Health Consultant Services from July 1, 2013 through June 30, 2014.

Background Information

This is an acceptance of the proposal approved by the Board of Supervisors on June 4, 2013, to provide Child Care Health Consultation services, GRA-STATE-13-0502-01 for 2013-14 in the amount of \$19,567.00.

Evaluation

The Child Care Health Consultant Program offers consultation to child care facilities in Gila County to ensure a safe and healthy environment for the children.

Conclusion

The Child Care Health Consultant Program offers guidance and assistance to the day care facilities in Gila County ensuring quality care for our young residents.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Gila County Board of Supervisors approve the renewal of Grant GRA-STATE-13-0502-01-Y2 for the period of July 1, 2013 through June 30, 2014 for the amount of \$19,567.00

Suggested Motion

Authorization of the Chairman's signature on a Grant Renewal Amendment Notification form that is between Gila County and the Early Childhood Development and Health Board (First Things First) to accept a Grant Renewal/2014 Grant Award for Grant No.GRA-STATE-13-0502-01-Y2 to provide child care health consultation services for the period of July 1, 2013, through June 30, 2014,in the amount of \$19,567.

Attachments

CCHC Grant Renewal

Approved Grant Renewal Package

Legal Explanation



FIRST THINGS FIRST

4000 North Central Avenue, Suite 800
Phoenix, Arizona 85012
Phone: 602-771-5100
Fax: 602-274-7040
www.azfff.gov

Chair
Steven W. Lynn

Vice Chair
Dr. Pamela Powell

Members
Nadine Mathis Basha
Gayle Burns
Janice Decker
Hon. Cecil Patterson
Vivian Saunders
Ruth Solomon

Ex-Officio Members

Clarence H. Carter
Director DES
Will Humble
Director ADHS

John Huppenthal
Superintendent ADE

Chief Executive Officer
Rhian Evans Allvin

DATE: June 12, 2013

TO: Gila County

ATTENTION: Lorraine Dalrymple
ldalrymp@co.gila.az.us

FROM: Russell Spencer, Director, Fiscal Operations
Lindsay Kaid, Fiscal Specialist

RE: Grant Renewal Information

Congratulations on the renewal of your grant from the Gila Regional Partnership Council. The award period for your grant, GRA-STATE-13-0502-01-Y2, is July 1, 2013 through June 30, 2014.

The program narrative and data reporting; reimbursement requests; and general grant management documentation will continue to be submitted through the Partner and Grant Management System (PGMS).

Your current grant ends June 30, 2013. The current terms require final data and narrative reports be submitted on or before July 20, 2013 and your final request for reimbursement must be submitted no later than August 15, 2013 (45 days from the grant end date.) Unexpended funds from 2013 do not carry over to the 2014 fiscal year.

Follow Up Action Necessary

Please print **two originals** of the attached Grant Renewal Amendment Notification form and have them signed by your designated signatory. Mail the two originals back to my attention. First Things First will sign the documents upon receipt and return one original for your records.

If you have any questions or concerns, please do not hesitate to contact us, Russell Spencer, rspencer@azfff.gov, 602-771-5043, or Lindsay Kaid, lkaid@azfff.gov, 602-771-5078. We look forward to working with you this year.



FIRST THINGS FIRST
Ready for School. Set for Life.

Grant Renewal Amendment Notification

**Grant Renewal/2014 Grant Award
 # GRA-STATE-13-0502-01-Y2
 Gila Regional Partnership Council
 Child Care Health Consultation**

Page
 1
 of
 1

**Early Childhood
 Development and
 Health Board
 (First Things First)
 4000 North Central
 Avenue, Suite 800
 Phoenix, Arizona
 85012
 (602) 771-5000
 (602) 265-0009 fax**

CONTRACTOR:

Gila County

PURPOSE OF AMENDMENT:

1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2013 through June 30, 2014.
2. Total award amount for the grant period is \$19,567.00.
3. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment

Signature

Michael A. Pastor

Name

Chairman

Title

Date

Signature

Bryan Chambers

Name

Deputy Attorney Principal

Title

Date

The above referenced amendment is hereby executed effective July 1, 2013 once signed and dated below:

Josh Allen
 CFO/COO

Date

First Things First

Grant Renewal Package Instructions

July 1, 2013 – June 30, 2014

Your First Things First (FTF) grant is eligible for a program renewal by extending the previous 2013 fiscal year grant award. Programs proposed for the 2014 fiscal year cannot be different in scope than the previous grant award.

Grantee Name:	Gila County
FTF Grant Number:	GRA-STATE-13-0502-01
Strategy Name:	Child Care Health Consultation
Data Template(s) Assigned:	
Eligible Renewal Amount:	\$19,567.00 The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-E. Attachment F, Data Security Guidelines, has been revised and replaces previous versions.

Program Implementation Plan (Attachment A)

Provide an updated implementation plan for the 2014 fiscal year. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2014 Budget Forms (Attachment B – must include both the line item budget and budget narrative)

Key Personnel (Attachment C)

List all staff that will be paid from this grant program during the 2014 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the Partner Grant Management System (PGMS) home page.

Disclosure of Other Funding Sources (Attachment D)

List any other funding utilized for this program administered by your agency.

First Things First Standard Agency Information Collection Form (Attachment E)

Please complete all sections detailing:

- The main, program, financial and evaluation contact information for PGMS access to the 2014 grant.
- The **Target Service Number(s)** to be served/completed in 2014 for all identified strategies.
- A brief program description to be used for public descriptions of First Things First funded programs.

Standards of Practice Updates: Utilizing the standards of practice are part of the requirements for the award and implementation of your grant program. They represent FTF's intent for the implementation

of a specific strategy. Prior authorization is needed if the program deviates from the standards of practice. Grantees are responsible for reviewing and implementing the most recent updates to the standards of practice, located in the FTF Strategy Toolkit.

Model Programs that Require Certification and Accreditation: It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: <http://spo.az.gov/Admin Policy/SPM/Forms/default.asp>. Additionally, First Things First will post any applicable grantee requirement and updated Communications Protocol information under the Grantee Resources folder in PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

First Things First may request verification for any grantee or subgrantee performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, First Things First may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

Data Security: All grantees must have a data security policy in force, which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. Refer to **Attachment F, Data Security Guidelines and Requirements for Collaborators**, for more information.

Program Performance and Data Reporting Requirement Updates: First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First include proposed renewal information; submission of data related to performance measures and target service units; prior program performance; information provided in program narrative reports; and financial/expenditure information. Regional Partnership Councils utilize this information to continue strategic planning efforts and identify annual funding priorities; to assist with renewal decisions; to develop new or modified strategies; to review the impact that programs have had in the region and state; as well as achievements in system building.

Grantee Data Reporting Requirements are identified in each grant and can be accessed in the FTF Strategy Toolkit. Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be *received* by **May 1, 2013 at 3:00pm** and submitted via email or standard mail:

Russell Spencer, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
rspencer@azftf.gov
602-771-5043

Attachment A

**Program Implementation Plan
2014**

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparations	Continue to purchase equipment and supplies for CCHC	Collaboration between Manager and CCHC's	By June 30, 2014	Purchase orders and invoices.
	Purchase incentives for Centers	CCHC's	PRN, by end of contract	Purchase orders and invoices.
	Purchase supplies to promote Program	CCHC's	Ongoing	Purchase orders and invoices
Training	Additional trainings for 2 current CCHCs and training a new CCHC.	Collaboration between Manager and CCHC's	Ongoing	Certificates for attendance and invoices for travel expenses
	Provide review –Meet with CCHC to discuss any concerns	Program Manager	At Monthly Nursing Staff Meeting	Staff Meeting Minutes
Coordination	Set up necessary paperwork and travel needs for CCHC visits	Program Manager and CCHC's	Ongoing	Quarterly reports
	Contact clients requesting assistance	CCHC's	Ongoing	Care Fax Documentation
	Confirm dates of community health fairs	Program Manager	Ongoing	Attendance to event
Outreach	Participate in Health Fairs with information regarding CCHC's and First Things First.	Program Manager along with CCHC's	June 30, 2014	Purchase orders and invoices. List of Health Fairs Attended
Implementation	Schedule Quality First Visits to provide assessments & assistance as needed.	CCHC's	Ongoing	Carefacts Documentation
	Ensure reports are complete and accurate	Program Manager	Quarterly	Quarterly Reports

Followup	Schedule revisits and needed	CCHC's	Ongoing	Carefacts
	Provide programs assistance as needed	CCHC's	Ongoing	Carefacts
Evaluations	Ensure that all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Quarterly Reports

Attachment B (Instructions)

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2013 through June 30, 2014 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Attachment B (Continued)

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. **Please include one narrative that matches the 12-month line item budget categories and subcategories.**

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

Health Services Program Manager, Lorraine Dalrymple, RN, CCHC, 2% of time = n/c

Lucinda Campbell, RN, CCHC, \$44,000/year, 9% = \$4,000.00

Ramona (Ginnie) Scales, RN, CCHC, \$44,000/year, 9% = \$4,000.00

Sarah Chavez, Finance Clerk, set amount per grant = \$2,250.00

Jullie Mercer, RN, to be trained as CCHC, n/c

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

Taxes, health insurance, and state retirement = 39% for 2 CCHCs.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured. None*

Travel: *Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.*

Attendance at 6 conferences/meeting during the year:

2 vehicles @ 200 miles x 6 conferences/meeting @ .57/mile = 1,368.00

Per diem for 2 nurses for breakfast and lunch @ \$12.50/each: \$25.00 x 6 = \$150.00

Training of a new CCHC (Jullie Mercer, RN)

320 miles to Tuscan training @ .57/mile = \$182.40

Per diem for three days at \$25.00/day = \$75.00

Hotel for 3 days at \$125.00/day = \$375

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined. N/A*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

General Office Supplies: paper, pens, folders as needed \$150. X 2 CCHC	\$300.00
Food: 4 classes/trainings @ \$50.00/class	\$200.00
Membership/Dues: 2 Nat'l Assoc. of Education of Young Children @ \$100/each	\$200.00
Printing and copying: 1 black ink cartridge	\$140.00
Calibration of 2 hearing machines @ \$60.00 each and 2 @ \$120.00	\$360.00
Conferences/Workshops: To cover registrations	\$200.00
Program Incentives – posters, educational material, coloring books	\$357.80

Capital Equipment: *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of \$5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the project. All purchases should be made through competitive bid or using established competitive purchasing procedures. N/A*

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000. N/A*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230. 10% = \$1,778.81*

Applicants must list either Option A or Option B and provide proper justification for expenses included:

√ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting,*

auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- Option B - Federally Approved Indirect Costs:** If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature Michael A. Pastor Date 6-4-2013
Michael A. Pastor, Chairman

Approved as to form: Bryan Chambers
Bryan Chambers, Deputy Attorney Principal

Attachment C

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2% (N/C)	<ul style="list-style-type: none"> ● Registered Nurse ● Staff RN-Pediatrics ● RN Pediatric home care ● Child Care Health Consultant Certification
Name: Ginnie Scales Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"> ● Registered Nurse ● Child Care Health Consultant Certification ● Early Childhood Education Certificate (2002) ● Associate in Child Development
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"> ● Registered Nurse ● Child Care Health Consultant Certification
Name: Sarah Chavez Title: Fiscal Acct. Clerk Set amount on this project: \$2,250.00	<ul style="list-style-type: none"> ● 25 years of accounting experience ● 15 years of experience in payroll
Name: Jullie Mercer Title: Public Health Nurse FTE on this project: 0	<ul style="list-style-type: none"> ● 35 years experience as a Registered Nurse ● To be trained as a Child Care Health Consultant
Name: Title: FTE on this project:	

***In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS.**

KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Attachment D

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			0

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment E

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Emergency Services Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100 Position _____

Address _____ Email _____

City, State, Zip Globe, AZ 85501 Phone (928) 402-8807 Ext. _____

County Gila Fax (928) 425-0794

Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Non Profit Private Organization Other

Have you previously conducted business with First Things First using this EIN? Y N

*If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application*

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 5
*Go to <http://www.azredistricting.org> and click on Final Maps to identify your
Congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$5,500,000.00

Agency's fiscal year-end date: June 30, 2013

Agency's accounting method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Contact information for firm conducting agency audit:

Audit firm: Miller, Allen & Co., P.C.

Address: 5333 North 7th Street, Suite 100, Phoenix, AZ 85014

Phone: (602) 264-3888

B. Proposed Program Information / Description:

Amount requested: \$19,567.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First Things First

Lead Strategy - Child Care Health Consultation

There are assigned Service units for the strategy award from First Things First. Given the Listed Service Unit, provide a contracted number for FY 14.

Important Items to NOTE:

If you are providing a Service Unit different than the FY 13 contracted number, provide a brief description explaining the change.

If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA".

IMPORTANT: Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

Number of center based providers served: 5

Number of home based providers served: 3

Non-Lead Strategy 1 (if applicable) N/A

Non-Lead Strategy 2 (if applicable) N/A

C. Contact Information:

First Things First Partner and Grants Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: Lorraine Dalrymple, RN

Position: Health Services Program Manager, Gila County Office of Health

Address: 5515 South Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: ldalrymp@co.gila.az.us

Phone: (928) 402-8807 Ext. _____ Fax: (928) 425-0794

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Lucinda Campbell, RN

Position: Public Health Nurse, CCHC, Gila County Office of Health

Address: 107 W. Frontier, Suite A

City, State, Zip: Payson, AZ 85541

Email: lcampbell@co.gila.az.us

Phone: (928) 474-7186 Ext. _____ Fax: (928) 474-7069

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Sarah Chavez

Position: Fiscal Account Clerk, Gila County Division of Health and Emergency Service

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: schaves@co.gila.az.us

Phone: (928) 402-4332 Ext. _____ Fax: _____

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Lorraine Dalrymple, RN

Position: Health Services Program Manager, Gila County Office of Health

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: ldalrymp@co.gila.az.us

Phone: (928) 402-8807 Ext. _____ Fax: (928) 425-0794

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator

Agency: Gila County Injury Prevention Contact Person: Charles Turney
Address: 5515 S. Apache Avenue Position: Community Health Worker Sr.
Address: Suite 100 Email: cturney@co.gila.az.us
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: (928) 402-8868 Ext. _____ Fax: (928)425-0794

Collaborator

Agency: Gila County Environmental Health Contact Person: Lauren Savaglio
Address: 5515 S. Apache Avenue Position: Environmental Health Program Manager
Address: Suite 100 Email: lsavaglio@co.gila.az.us
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: (928) 402-8820 Ext. _____ Fax: (928)425-0794

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Attachment F

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

• • • • •



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-1938

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 07/02/2013

Submitted For: Marian Sheppard,
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Set a Public Hearing Date for Deannexation/Annexation for Town of Payson and Town of Star Valley

Background Information

A.R.S. §9-471.02 provides the requirements for deannexation of land from one municipality and annexation to another municipality.

Evaluation

On June 24, 2013, Silvia Smith, Town of Payson Clerk, filed two ordinances with the Gila County Clerk of the Board for the deannexation of property within the Payson town limits and the annexation of property into the Star Valley town limits. The Mayor and Common Council of the Town of Payson adopted Ordinance No. 832 on June 6, 2013, and the Mayor and Common Council of the Town of Star Valley adopted Ordinance No. O 13-01 on June 18, 2013.

Conclusion

The next step in the statutory process is for the Board of Supervisors to establish a public hearing date, after which the Town of Payson and Town of Star Valley will be provided notice of said public hearing. A.R.S. §9-471.02(D) states, "The ordinance passed by each governing body shall be filed with the board of supervisors which shall set a hearing date of not less than thirty nor more than sixty days from the date of the filing of the ordinances and shall notify the governing body of each city or town of the hearing date at least thirty days prior to the date."

Recommendation

It is recommended that the Board of Supervisors set a date of Tuesday, August 6, 2013, to hear public comments with regard to the Town of Payson's and the Town of Star Valley's requests for deannexation/annexation of land as specified in the ordinances submitted by both Towns.

Suggested Motion

Approval to set a date of Tuesday, August 6, 2013, whereby the Board of Supervisors will hold a public hearing to obtain comments with regard to a request submitted by the Town of Payson and Town of Star Valley to deannex/annex land as described in the ordinances adopted by each Town.

Attachments

ARS 9-471.02

Town of Payson's Ordinance No. 832

Town of Star Valley's Ordinance No. O 13-01

ARS TITLE PAGE	NEXT DOCUMENT	PREVIOUS DOCUMENT
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9-471.02. Deannexation of land from one municipality and annexation to another municipality

A. Notwithstanding any other provision of law to the contrary, territory may be deannexed and severed from one city or town and annexed to another city or town in accordance with the provisions of this section if the territory which is deannexed is contiguous to the city or town which annexes the territory.

B. The governing body of a city or town which intends to deannex the territory shall by ordinance set forth the legal description of the territory and shall declare the deannexation of the territory contingent upon the fulfillment of the conditions of this section.

C. The governing body of the city or town which intends to annex the territory shall by ordinance set forth the legal description of the territory and shall declare the annexation of the territory contingent upon fulfillment of the conditions of this section.

D. The ordinance passed by each governing body shall be filed with the board of supervisors which shall set a hearing date of not less than thirty nor more than sixty days from the date of the filing of the ordinances and shall notify the governing body of each city or town of the hearing date at least thirty days prior to the date.

E. The governing body of the city or town desiring to deannex territory shall notify by letter the owner of any real property in the territory to be deannexed at least twenty days before the hearing by the board of supervisors. Such notification shall specify that the area is to be deannexed and annexed to another city or town and that such property shall continue to be subject to any tax lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the governing body of the city or town while the property was within the corporate limits. The letter shall state that the property owner may protest the action by letter to the board of supervisors prior to the hearing or in person at the hearing. If property owners of fifty-one percent or more of the land area of the territory to be deannexed protest the action, then the board of supervisors shall deny the deannexation of the territory. No such action so denied shall be resubmitted to the board of supervisors for at least one year following such denial.

F. Upon determining that the requirements of this section have been satisfied and upon the holding of the public hearing and upon determination that the protests filed are insufficient as defined by this section, the board of supervisors shall order that the territory be deannexed from one city or town and that the same territory be annexed to another city or town as specified in the two ordinances authorized by this section.

G. The land deannexed and annexed shall not thereby be exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the corporate authorities of such city or town while such land was within the limits thereof and which remains unpaid, and for the payment of which such land could be lawfully taxed.

H. Whenever the governing body or the city or town which has deannexed territory shall levy a tax upon the property within such city or town for the purpose of paying indebtedness incurred before such deannexation, or any part thereof, and interest thereon, such governing body shall have the authority to levy a tax at the same rate and for the same purpose on the land so deannexed. In case the owner of any land so deannexed shall pay off and discharge a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the assessed value of his land bears to the entire assessed value of all the property subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, then such land shall be exempted from further taxation to pay such indebtedness. Upon such payment being made, the canceled bonds or other evidences of payment of such portion of such indebtedness shall be deposited with the clerk of such city or town and a certificate shall be given by him stating that such payment has been made.

I. A copy of the order of the board of supervisors ordering the deannexation and annexation of any land described in any city or town, certified by the clerk of the court, shall be filed for record in the recorder's office of the county in which such land is situated. Such record, or a copy of such order or decree, certified by the clerk of such court, shall be proof of the deannexation and annexation of such land.

ORDINANCE NO. 832

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DEANNEXING CERTAIN LAND IN THE SOUTH WEST QUARTER OF SECTION 36 (IN APPROXIMATELY THE EAST 2900 BLOCK OF THE POSEY COURT ALIGNMENT) TO THE TOWN OF STAR VALLEY PURSUANT TO A.R.S. §9-471.02.

WHEREAS, the border between Payson and Star Valley generally runs on the east line of Range 10E; and

WHEREAS, there is a small area of Star Valley that protrudes into Section 36 and the corporate limits of the Town of Payson in the general area of the Posey Court alignment ("the Notch"); and

WHEREAS, for historical reasons, the area in the Notch was never annexed by Payson, but was included in Star Valley when Star Valley incorporated in 2005; and

WHEREAS, when Star Valley incorporated, it included in its incorporation a strip of land on the South side of the Notch approximately 40 feet by 362 feet that was within the corporate limits of Payson ("Strip A"); and

WHEREAS, Payson desires to deannex Strip A to allow the parcel containing Strip A to be located in only one municipality and to clarify any uncertainty created by Star Valley's incorporation over land previously annexed by Payson; and

WHEREAS, in 2008, a property owner within the Notch purchased a strip of land (approximately 40 feet by 328 feet) within the territorial boundaries of Payson ("Strip B"), creating a parcel of land that is within both Payson and Star Valley; and

WHEREAS, Payson desires to deannex Strip B to allow the parcel containing Strip B to be located in only one municipality; and

WHEREAS, Star Valley has agreed to annex Strip A and Strip B; and

WHEREAS, Payson and Star Valley desire to follow the procedures set forth in A.R.S. §9-471.02 to accomplish this deannexation/annexation,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. The Town of Payson hereby intends to deannex Strips A and B so that the Town of Star Valley may annex Strips A and B. A legal description of Strips A and B is attached as Exhibit A. A map showing the Notch and Strips A and B is attached as Exhibit B.

FIRST READING AND PUBLIC HEARING

SECOND READING AND PUBLIC HEARING

MAY 16 2013 D.3

cc: [unclear]
[unclear]

JUN 06 2013 G.L

Public 2x
16
1993/04
[unclear]

Section 2. The deannexation set forth in Section 1 is contingent upon the fulfillment of all of the conditions of A.R.S. §9-471.02 prior to December 31, 2013.

Section 3. The Clerk of the Town of Payson is directed, upon receipt of an approved Ordinance from the Town of Star Valley agreeing to annex the areas deannexed by this Ordinance, to file a copy of this Ordinance with the Gila County Board of Supervisors.

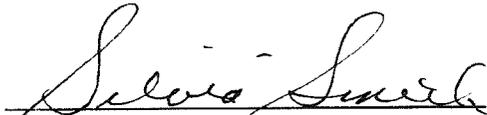
Section 4. That the Town of Payson, acting through its appropriate officers, employees, and officials, is hereby authorized to take all other actions necessary or appropriate to carry out the purposes of this Ordinance.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this 6th day of June, 2013, by the following vote:

AYES 7 NOES 0 ABSTENTIONS 0 ABSENT 0


Kenny J. Evans, Mayor

ATTEST:


Silvia Smith, Town Clerk

APPROVED AS TO FORM:


Timothy M. Wright, Town Attorney

Exhibit A

LEGAL DESCRIPTION

PARCEL 1 – STRIP 'A'

A parcel of property located in the Southwest ¼ of Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, more particularly described as follows:

Commencing at the East ¼ Corner of or Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, said corner also being Corner Number 10 of Homestead Entry Survey (HES) No. 420;

THENCE, S 89°57'00"W along the east-west mid-section line of Said Section 36 and along the south line of said HES No. 420 a distance of 1408.54 feet to the northeast corner of Small Tracts Act Survey AZ. No. 014, said point being the TRUE POINT OF BEGINNING;

THENCE, S 00°05'34"W along the said east line of said Small Tracts Act Survey AZ. No. 014 a distance of 40.00 feet to the southeast corner of said Small Tracts Act Survey AZ. No. 014, said point also being on the south line of the Wilderness Rim Final Plat recorded as Map No. 793, Gila County Recorder's Office, Gila County, Arizona;

THENCE, S 89°57'00"W along the south line of said Small Tracts Act Survey AZ. No. 014, and along the south line of said Wilderness Rim Final Plat a distance of 362.00 feet to the southwest corner of said Small Tracts Act Survey AZ. No. 014, and the southwest corner of said Wilderness Rim Final Plat;

THENCE, N 00°03'00"E along the west line of said Small Tracts Act Survey AZ. No. 014, and along the west line of said Wilderness Rim Final Plat, a distance of 40.00 feet to the northwest corner of said Small Tracts Act Survey AZ. No. 014, said point being on the south line of said HES No. 420, and said point also being the east-west mid-section line of said Section 36;

THENCE, N 89°57'00"E along the north line of said Small Tracts Act Survey AZ. No. 014, and along the east-west mid-section line of said Section 36, and along the south line of said HES No. 420 a distance of 362.00 feet to the TRUE POINT OF BEGINNING.

PARCEL 1 – STRIP 'B'

A parcel of property located in the Southwest ¼ of Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, more particularly described as follows:

Commencing at the East ¼ Corner of or Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, said corner also being Corner Number 10 of Homestead Entry Survey (HES) No. 420;

THENCE, S 89°57'00"W along the east-west mid-section line of Said Section 36 and along the south line of said HES No. 420 a distance of 1080.54 feet to a point on the east line of the Wilderness Rim Final Plat recorded as Map No. 793, Gila County Recorder's Office, Gila County, Arizona, said point being the TRUE POINT OF BEGINNING;

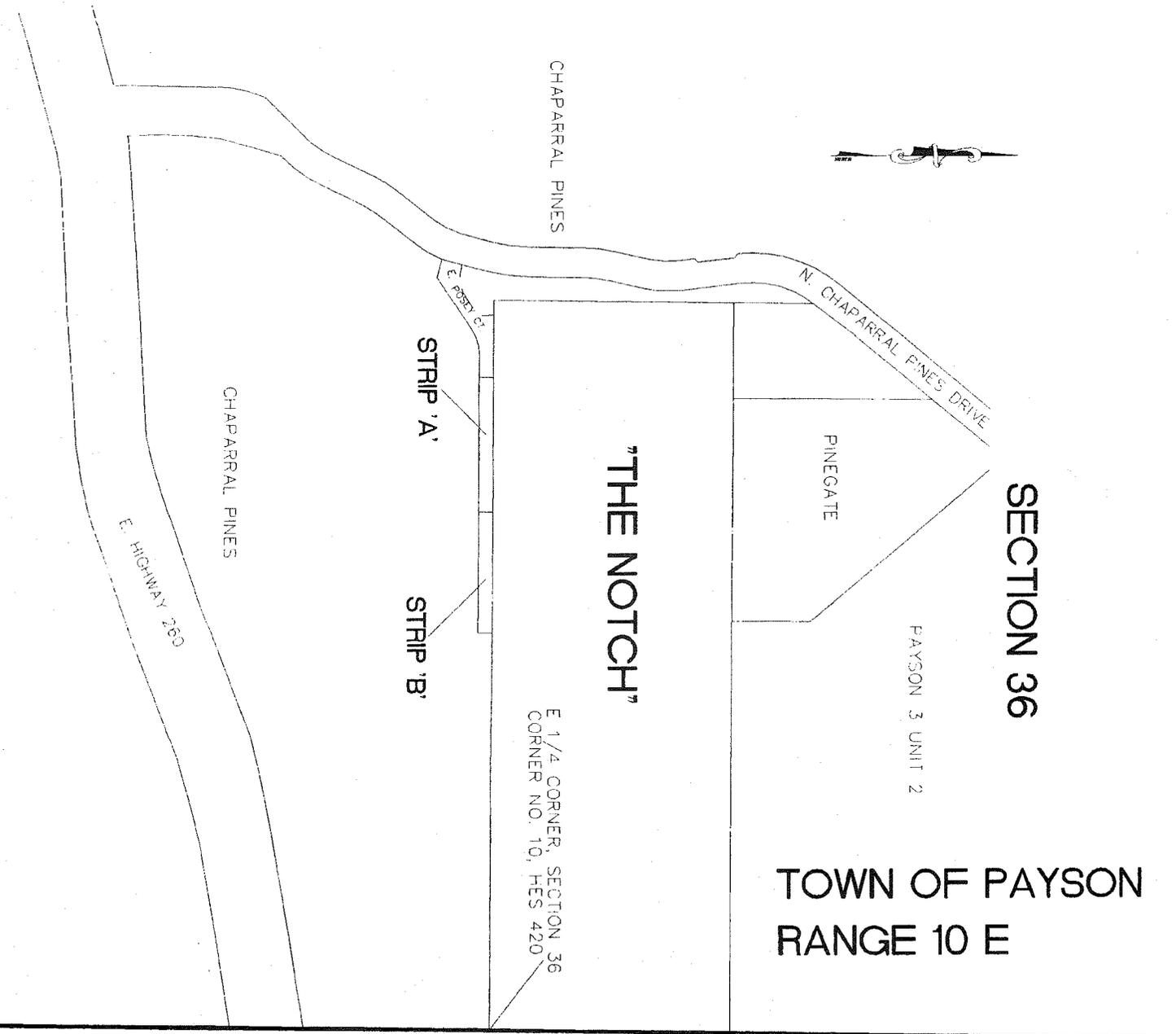
THENCE, S 00°05'34"W along the said east line of said Wilderness Rim Final Plat a distance of 40.00 feet to the southeast corner of said Wilderness Rim Final Plat;

THENCE, S 89°57'00"W along the south line of said Wilderness Rim Final Plat a distance of 328.00 feet to the southeast corner of Small Tracts Act Survey AZ. No. 014;

THENCE, N 00°05'34"E along the east line of said Small Tracts Act Survey AZ. No. 014 a distance of 40.00 to a point the east-west mid-section line of said Section 36, said point also being on the south line of said HES No. 420;

THENCE, N 89°57'00"E along the east-west mid-section line of said Section 36, and along the south line of said HES No. 420 a distance of 328.00 feet to the TRUE POINT OF BEGINNING.

Exhibit B



RANGE 11 E
TOWN OF STAR VALLEY

ORDINANCE NO. O 13-01

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF STAR VALLEY, ARIZONA, ANNEXING CERTAIN LAND IN THE SOUTHWEST QUARTER OF SECTION 36 (IN APPROXIMATELY THE EAST 2900 BLOCK OF THE POSEY COURT ALIGNMENT) FROM THE TOWN OF PAYSON PURSUANT TO A.R.S. § 9-471.02.

WHEREAS, the border between Star Valley and Payson generally runs on the east line of Range 10E; and

WHEREAS, there is a small area of the Town of Star Valley that protrudes into Section 36 and the corporate limits of the Town of Payson in the general area of the Posey Court alignment ("the "Notch"); and

WHEREAS, for historical reasons, the area in the Notch was never annexed by Payson, but was included in Star Valley when Star Valley incorporated in 2005; and

WHEREAS, when the Town of Star Valley incorporated, it included in its incorporation a strip of land on the South side of the Notch approximately 40 feet by 362 feet that was within the corporate limits of the Town of Payson ("*Strip A*"); and

WHEREAS, the Town of Payson desires to deannex Strip A to allow the parcel containing Strip A to be located in only one municipality and to clarify any uncertainty created by Star Valley's incorporation over land previously annexed by Payson; and

WHEREAS, in 2008, a property owner within the Notch purchased a strip of land (approximately 40 feet by 328 feet) within the territorial boundaries of Payson ("*Strip B*"), creating a parcel of land that is within both Payson and Star Valley; and

WHEREAS, Payson desires to deannex Strip B to allow the parcel containing Strip B to be located in only one municipality; and

WHEREAS, Star Valley desires to annex Strip A and Strip B; and

WHEREAS, Star Valley and Payson desire to follow the procedures set forth in A.R.S. § 9-471.02 to accomplish this deannexation/annexation.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF STAR VALLEY, ARIZONA, DO HEREBY ORDAIN AS FOLLOWS:

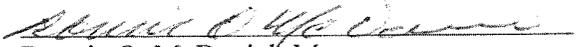
Section 1. The Town of Star Valley hereby agrees to annex Strips A and B. A legal description of Strips A and B is attached as Exhibit A. A map showing the Notch and Strips A and B is attached as Exhibit B.

Section 2. The annexation set forth in Section 1 is contingent upon the fulfillment of all of the conditions of A.R.S. § 9-471.02 prior to December 31, 2013.

Section 3. The Clerk of the Town of Star Valley is directed to coordinate with the Clerk of the Town of Payson to comply with the requirements of A.R.S. § 9-471.02.

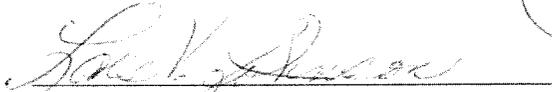
Section 4. That the Town of Star Valley, acting through its appropriate officers, employees, and officials, is hereby authorized to take all other actions necessary or appropriate to carry out the purposes of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Star Valley, Arizona, this 18 day of June, 2013.


Ronnie O. McDaniel, Mayor

ATTEST:

APPROVED AS TO FORM:


Lois V. Johnson, Town Clerk

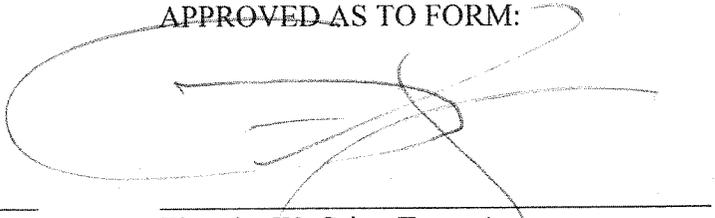

Timothy W. Grier, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 - STRIP 'A'

A parcel of property located in the Southwest ¼ of Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, more particularly described as follows:

Commencing at the East ¼ Corner of or Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, said corner also being Corner Number 10 of Homestead Entry Survey (HES) No. 420;

THENCE, S 89°57'00"W along the east-west mid-section line of Said Section 36 and along the south line of said HES No. 420 a distance of 1408.54 feet to the northeast corner of Small Tracts Act Survey AZ. No. 014, said point being the TRUE POINT OF BEGINNING;

THENCE, S 00°05'34"W along the said east line of said Small Tracts Act Survey AZ. No. 014 a distance of 40.00 feet to the southeast corner of said Small Tracts Act Survey AZ. No. 014, said point also being on the south line of the Wilderness Rim Final Plat recorded as Map No. 793, Gila County Recorder's Office, Gila County, Arizona;

THENCE, S 89°57'00"W along the south line of said Small Tracts Act Survey AZ. No. 014, and along the south line of said Wilderness Rim Final Plat a distance of 362.00 feet to the southwest corner of said Small Tracts Act Survey AZ. No. 014, and the southwest corner of said Wilderness Rim Final Plat;

THENCE, N 00°03'00"E along the west line of said Small Tracts Act Survey AZ. No. 014, and along the west line of said Wilderness Rim Final Plat, a distance of 40.00 feet to the northwest corner of said Small Tracts Act Survey AZ. No. 014, said point being on the south line of said HES No. 420, and said point also being the east-west mid-section line of said Section 36;

THENCE, N 89°57'00"E along the north line of said Small Tracts Act Survey AZ. No. 014, and along the east-west mid-section line of said Section 36, and along the south line of said HES No. 420 a distance of 362.00 feet to the TRUE POINT OF BEGINNING.

PARCEL 1 - STRIP 'B'

A parcel of property located in the Southwest ¼ of Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, more particularly described as follows:

Commencing at the East ¼ Corner of or Section 36, T 10 N, R 10 E, G&SRM, Gila County, Arizona, said corner also being Corner Number 10 of Homestead Entry Survey (HES) No. 420;

THENCE, S 89°57'00"W along the east-west mid-section line of Said Section 36 and along the south line of said HES No. 420 a distance of 1080.54 feet to a point on the east line of the Wilderness Rim Final Plat recorded as Map No. 793, Gila County Recorder's Office, Gila County, Arizona, said point being the TRUE POINT OF BEGINNING;

THENCE, S 00°05'34"W along the said east line of said Wilderness Rim Final Plat a distance of 40.00 feet to the southeast corner of said Wilderness Rim Final Plat;

THENCE, S 89°57'00"W along the south line of said Wilderness Rim Final Plat a distance of 328.00 feet to the southeast corner of Small Tracts Act Survey AZ. No. 014;

THENCE, N 00°05'34"E along the east line of said Small Tracts Act Survey AZ. No. 014 a distance of 40.00 to a point the east-west mid-section line of said Section 36, said point also being on the south line of said HES No. 420;

THENCE, N 89°57'00"E along the east-west mid-section line of said Section 36, and along the south line of said HES No. 420 a distance of 328.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

SECTION 36

TOWN OF PAYSON
RANGE 10 E

"THE NOTCH"

STRIP 'A'

STRIP 'B'

RANGE 11 E
TOWN OF STAR VALLEY

ARF-1909

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 07/02/2013

Reporting Period: Payson Regional Constable's Office Monthly Report for May 2013

Submitted For: Colt White **Submitted By:** Michelle Keegan, Administrative Clerk Senior, Constable - Payson

Information

Subject

Payson Regional Constable's Office Monthly Report for May 2013

Suggested Motion

Acknowledgment of the May 2013 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office monthly report for May 2013

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

May 2013
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

June 3, 2013

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **May, 2013**, the Payson Regional Constable's Office:

- ◆ Received a total of **105** papers for service
- ◆ Drove a total of **1,464** miles
- ◆ Collected a total of **\$1,500.00** as follows:

• Check Total	\$642.00
• Cash Total	<u>\$858.00</u>
• Total Deposited	\$1,500.00
• Check #2322/Refund balance of writ deposit	(\$75.00)
• Less Writ Fee (3 @ \$5.00/each) Collected (Check #2323/Treasurer's Receipt #98364)	<u>(\$ 15.00)</u>
• Paid to General Fund (Check #2324/Treasurer's Receipt #98365)	\$1,410.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$2,285.00</u>

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2012-2013

2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	136	1,765	\$1,721.60	\$875.00	\$2,596.60
AUGUST	124	2,046	\$1,634.65	\$875.00	\$2,509.65
SEPTEMBER	161	1,984	\$1,735.30	\$875.00	\$2,610.30
OCTOBER	164	1,629	\$1,316.00	\$875.00	\$2,191.00
NOVEMBER	110	1,867	\$2,046.40	\$875.00	\$2,921.40
DECEMBER	112	1,985	\$1,218.60	\$875.00	\$2,093.60
JANUARY	152	1,821	\$1,220.20	\$875.00	\$2,095.20
FEBRUARY	101	2,128	\$1,309.20	\$875.00	\$2,184.20
MARCH	151	1,405	\$1,672.40	\$875.00	\$2,547.40
APRIL	120	1,642	\$1,475.00	\$875.00	\$2,350.00
MAY	105	1,464	\$1,500.00	\$875.00	\$2,375.00
JUNE					
YEAR TOTAL:	1,436	19,736	\$16,849.35	\$9,625.00	\$26,474.35

CHECK AND CASH RECEIVED FOR MONTH				May	2013
DATE	CHECK#/RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
5/2/2013	485118/15489	\$40.00	2013CV220-UN	Capital One Bank (USA), N.A. (JLJ Process Corp)	Joni D Howard & John/Jane Doe Howard (if married)
5/2/2013	485119	\$40.00	2013CV268OV	Lisa J Chapman	Robert (Bob) Mather
5/7/2013	485120/34092	\$74.00	FN2013-002742	Stephen J Surette	Beverly Miles Surette
5/7/2013	485121	\$55.20	2013CV000271	Jacque Roberson	Bill Heap
5/7/2013	485122	\$58.40	2013CV270-FD	Two Star Investment LLC c/o Eugene Gard	Monic Paredez
5/8/2013	485123	\$55.20	2013CV000289	William Heap	Keith Roberson
5/8/2013	485124	\$77.00	2013CV252FD	Green Valley Apartments c/o Michele	Jerry Cobos
5/9/2013	485125	\$48.00	2013CV292FD	Rick Sexton	Kristan Woodridge
5/9/2013	485126/15897	\$29.00	CV201000142	(JLJ Process Corp)	Jakubek
5/9/2013	485127/15898	\$29.00	CC2011138585RC	(JLJ Process Corp)	Nelson
5/9/2013	485128/7717	\$40.00	CC2013-073929RC	(Get Smart Process)	Loucks
5/9/2013	485129/2097876 4705	\$200.00	CV2009-00282	Shauna Kemp	Lewis
5/10/2013	485130	\$48.00	2013CV295FD	Greg A Zimmerman	Kevin Mystrom
5/13/2013	485131	\$48.00	2013CV297FD	Robert Alldredge	Campbell
5/16/2013	485132/3539	\$40.00	2013CV301OV	SRS Investments LLC	Lady D's LLC, Debora Sable
5/20/2013	485133	\$48.00	2013CV312FD	Don Goodwin	Shelley Fowler & Scott Elston
5/21/2013	485134/20203	\$46.00	2013CV313-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums (Evans,	Robert Pilcher; Taylor Pilcher; John & Jane Does I-X
5/21/2013	485135/20860	\$48.00	2013CV318FD	Prudential Arizona Realty & Duane Bennett	Carole Hargrove
5/21/2013	485136	\$87.40	2013CV270-FD	Two Star Investment LLC c/o Eugene Gard	Monic Paredez
5/22/2013	485137/3967	\$48.00	10 Day Notice	West Frontier Condominiums c/o Mark	Talisa Ann Thiele
5/23/2013	485138	\$40.00	2013CV322-OV	Earline Rolan	De Jo Goodman
5/23/2013	485139	\$40.00	2013CV000324	Victoria Ibarra	Donald Neal Wiggins
5/24/2013	485140/5221	\$48.00	30 Day Notice	R&H Boulder & Granite	Mark Isit & Michelle Laurie
5/28/2013	485141	\$67.20	2013CV000326	Sharlene Clark	Larry Jordan
5/30/2013	485142	\$85.60	DO201300193	Trever Rex West	Kylee Jo Foster
5/30/2013	485143	\$60.00	DO2010-011	William Cocroft	Diane Cocroft
	Total deposit for May 2013	\$1,500.00			
	Check #2322/Refund balance of writ deposit	\$75.00			
	Writ Fees Collected for May 2013 6/3/2013 ck#2323	\$15.00			
	Adjusted Service Fees Collected for May 2013 6/3/2013 ck#2324	\$1,410.00			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



Date: 6/3/2013

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

5/1/2013 TO 5/31/2013

Number of Cases	Description
1	10 Day Notice to Vacate (Fee)
1	30 Day Notice To Vacate (Fee)
2	Injunction Against Harassment (Fee Waived By Ct) (Fee)
4	Injunction Against Harassment (Fee)
1	Order To Appear; Petition To Enforce (Fee)
5	Summons & Complaint (Fee)
7	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition For Dissolution Of A Covenant Marriage (Fee)
1	Summons & Petition To Establish Child Custody and Parenting Time (Fee)
1	Writ Of Execution (Fee)
2	Writ Of Restitution (Fee)
1	Notice of Violation-Request For Voluntary Compliance
4	Notice To Appear; Petition
6	Order Of Protection
1	Order To Show Cause

Date: 6/3/2013

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

5/1/2013 TO 5/31/2013

Number of Cases	Description
44	Subpoena
1	Summons
22	Summons & Complaint
<hr/>	
Total Number of Fee Services	26
Total Number of Non Fee Services	79
Total Number of Services	105

PAYSON REGIONAL CONSTABLE



Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2013 TO 5/31/2013

Date: 6/6/2013

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/2/2013	5/3/2013	2013CV220-UN Summons & Complaint	Capital One Bank (USA), N.A. Joni D Howard & John/Jane Doe Howard (if married)	Joni D Howard & John/Jane Doe Howard (if married) 161 North Buggy Wheel Court Payson, AZ 85541-2033	Joni D Howard 108 West Main Street Payson, AZ 85541	\$40.00 \$40.00	485118/15489	Payson Justice Court	0 2
5/2/2013	5/6/2013	2013CV268OV Summons & Complaint	Lisa J Chapman Robert C Mather	Robert C Mather 812 South Boulder Circle Payson, AZ 85541	Robert C Mather 812 South Boulder Circle Payson, AZ 85541	\$40.00 \$40.00	485119	Payson Justice Court	0 1
5/7/2013	5/7/2013	FN2013-002742 Summons & Petition For Dissolution Of A Covenant Marriage	Stephen J Surette Beverly Miles Surette	Beverly Miles Surette 201 W Elm Street Payson, AZ 85541	Beverly Miles Surette 201 W Elm Street Payson, AZ 85541	\$74.00 \$74.00	485120/34092	Superior Court of Maricopa County	0 1
5/7/2013	5/7/2013	2013CV000271 Injunction Against Harassment	Jacque Roberson William Heape	William Heape 515 N. Deer Creek Deer Creek Village, AZ 85541	William Heape Deer Creek/Windmill Payson, AZ 85541	\$55.20 \$55.20	485121	Payson Regional Justice Court	0 2
5/7/2013	5/7/2013	2013CV270-FD Summons & Complaint-Forcible Detainer	Two Star Investment c/o Eugene Gard Monic Paredez	Monic Paredez 16557 N AZ Hwy 87 sp 12 Payson, AZ 85541	Posted-front door 16557 N AZ Hwy 87 space 12 Payson, AZ 85541	\$58.40 \$58.40	485122	Payson Justice Court	0 1
5/8/2013	5/8/2013	2013CV000289 Injunction Against Harassment	William Heape Keith Roberson	Keith Roberson 555 Deer Creek Drive Payson, AZ 85541	Keith Roberson BIA 101 & Hwy 87 Payson, AZ 85541	\$55.20 \$55.20	485123	Payson Regional Justice Court	0 2
5/8/2013	5/10/2013	2013CV252FD Writ Of Restitution	Green Valley Apartments c/o Rick Croy Jerry Cobos	Jerry Cobos 905 S McLane #10 Payson, AZ 85541	Jerry Cobos 905 S McLane #10 Payson, AZ 85541	\$77.00 \$77.00	485124	Payson Regional Justice Court	0 3
5/9/2013	5/9/2013	2013CV292FD Summons & Complaint-Forcible Detainer	Rick Sexton Kristan Woodridge	Kristan Woodridge 109 East McKamey #6 Payson, AZ 85541	Kristan Woodridge 303 N Beeline Hwy Payson, AZ 85541	\$48.00 \$48.00	485125	Payson Justice Court	0 1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2013 TO 5/31/2013

Date: 6/6/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/9/2013	5/13/2013	CC2013-073929RC	C P I Inc, dba The Pet Pad, Animal Kingdom and Puppies N' Love	Ninette Loucks	Ninette Loucks	\$40.00	485128/7717	Maricopa County-Encanto Justice Court	0
		Summons & Complaint	Ninette Loucks	300 S Oso Dorado Drive Payson, AZ 85541	300 S Oso Dorado Drive Payson, AZ 85541	\$40.00			1
5/9/2013	5/10/2013	CV2009-00282	Shauna R Kemp	Cheryl A Lewis	Cheryl A Lewis	\$125.00	485129/20978 764705	Miami City Court	0
		Writ Of Execution	Cheryl A Lewis	270 Old Hwy 188 #C Punkin Center, AZ 85541	270 Old Hwy 188 #C Punkin Center, AZ 85541	\$125.00			1
5/10/2013	5/10/2013	2013CV295FD	Greg A Zimmerman	Kevin Mystrom	Kevin Mystrom	\$48.00	485130	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kevin Mystrom	1305 N Easy St Payson, AZ 85541	1305 N Easy St Payson, AZ 85541	\$48.00			1
5/13/2013	5/13/2013	2013CV000296	Chad Michael Torgerson	Joey Shelton	Joey Shelton	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Joey Shelton	Homeless ,	Pecan/Colcord Payson, AZ 85541	\$0.00			1
5/13/2013	5/13/2013	2013CV297FD	Robert Alldredge, President	April Mae Campbell	Posted-front door	\$48.00	485131	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	April Mae Campbell	202 W Wade Lane Payson, AZ 85541	202 W Wade Lane Payson, AZ 85541	\$48.00			1
5/16/2013	5/20/2013	2013CV301 OV	SRS Investments LLC	Lady D's LLC, Debora Sable	Lady D's LLC, Debora Sable	\$40.00	485132/3539	Payson Justice Court	0
		Summons & Complaint	Lady D's LLC, Debora Sable	200 E Malibu Dr #F6 Payson, AZ 85541	200 E Malibu Dr #F6 Payson, AZ 85541	\$40.00			4
5/20/2013	5/20/2013	2013CV312FD	Don Goodwin	Shelley Fowler & Scott Elston	Posted-front door	\$48.00	485133	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Shelley Fowler & Scott Elston	400 E Forest Payson, AZ 85541	400 E Forest Payson, AZ 85541	\$48.00			1
5/20/2013	5/20/2013	2013CV000311	Randy Jones	Randal Wayne Beene	Randal Wayne Beene	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Randal Wayne Beene	1507 N. Wright Circle Payson, AZ 85541	1507 N. Wright Circle Payson, AZ 85541	\$0.00			1
5/21/2013	5/21/2013	2013CV313-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Robert Pilcher; Taylor Pilcher; John & Jane Does I-X	Robert Pilcher	\$48.00	485134/20203	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Pilcher; Taylor Pilcher; John & Jane Does I-X	801 E Frontier Street Unit #5 Payson, AZ 85541	801 E Frontier Street Unit 5 Payson, AZ 85541	\$48.00			1
5/21/2013	5/21/2013	2013CV318-FD	Prudential Arizona Realty & Duane Bennett	Carole Susanne Hargrove	Posted-front door	\$48.00	485135/20860	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Carole Susanne Hargrove	204 N Bronco Payson, AZ 85541	204 N Bronco Payson, AZ 85541	\$48.00			1
5/21/2013	5/21/2013	2013CV270FD	Two Star Investment c/o Eugene Gard	Monic Paredez	Monic Paredez	\$87.40	485136	Payson Regional Justice Court	0
		Writ Of Restitution	Monic Paredez	16557 N AZ Hwy 87 sp 12 Payson, AZ 85541	16557 N AZ Hwy 87 sp 12 Payson, AZ 85541	\$87.40			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2013 TO 5/31/2013

Date: 6/6/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/22/2013	5/22/2013	10 Day Notice	West Frontier Condominiums HOA, Inc., et al	Talisa Ann Thiele	Talisa Ann Thiele	\$48.00	485137/3967	N/A	0
		10 Day Notice to Vacate	Talisa Ann Thiele	300 West Frontier Street #6 Payson, AZ 85541	300 West Frontier Street #6 Payson, AZ 85541	\$48.00			1
5/23/2013	5/23/2013	2013CV322-OV	Earline Rolan	DeJo Goodman	DeJo Goodman	\$40.00	485138	Payson Justice Court	0
		Summons & Complaint	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541	310 E Tyler Parkway Payson, AZ 85541	\$40.00			1
5/23/2013	5/28/2013	2013CV000324	Victoria Ibarra	Donald Neal Wiggins	Donald Neal Wiggins	\$40.00	485139	Payson Regional Justice Court	0
		Injunction Against Harassment	Donald Neal Wiggins	108 W Main Street Payson, AZ 85541	198 Parkway Drive #18 Tonto Basin, AZ 85553	\$40.00			5
5/24/2013	5/24/2013	30 Day Notice	R&H Boulder & Granite, LLC, c/o Roy Haught	Mark Isit & Michelle Laurie	Michelle Dyan Laurie	\$48.00	485140/5221	N/A	0
		30 Day Notice To Vacate	Mark Isit & Michelle Laurie	3760 E SR 260 #10 Star Valley, AZ 85541	3760 E. Highway 260, # 10 Star Valley, AZ 85541	\$48.00			1
5/28/2013	5/28/2013	2013CV000326	Sharlene Clark	Larry Jordan-Stefanski	Larry Jordan-Stefanski	\$67.20	485141	Payson Regional Justice Court	0
		Injunction Against Harassment	Larry Jordan-Stefanski	4991 Old Spruce Drive, #4 Strawberry, AZ 85544	4991 Old Spruce Drive, #4 Strawberry, AZ 85544	\$67.20			1
5/30/2013	5/30/2013	DO201300193	Trever Rex West	Kylee Jo Foster	Kylee Jo Foster	\$85.60	485142	Superior Court Gila County	0
		Summons & Petition To Establish Child Custody and Parenting Time	Kylee Jo Foster	57510 N Hwy 188 Payson, AZ 85541	57510 N Hwy 188 Payson, AZ 85541	\$85.60			1
5/30/2013	6/4/2013	DO2010-011	William Lee Cocroft	Diane Cocroft	Unserved	\$60.00	485143	Superior Court Gila County	0
		Order To Appear; Petition To Enforce	Diane Cocroft	3189 N. Jan Trail Pine, AZ 85541		\$60.00			4

PAYSON REGIONAL CONSTABLE



Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED

5/1/2013 TO 5/31/2013

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5/2/2013	5/2/2013	CR2013-00132	State of Arizona	Joleene Enedine Chavez	Joleene Enedine Chavez	\$0.00		Superior Court Gila County	0
		Summons	Joleene Enedine Chavez	303 South Ash #8 Payson, AZ 85541	303 South Ash #8 Payson, AZ 85541	\$0.00			1
5/3/2013	5/7/2013	2012TR012543	State of Arizona	Tristan OConnor	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Tristan OConnor	1305 N McLane Road #B Payson, AZ 85541		\$0.00			2
5/3/2013	5/6/2013	2013TR012161	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	John Simmonds	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/3/2013	5/6/2013	2013TR001072	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Jeffrey Esperson	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
5/3/2013	5/6/2013	2012TR12481	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Elrik Alger Phillimore	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/3/2013	5/6/2013	2012TR12481	State of Arizona	Sadie Beth Wilson	Sadie Beth Wilson	\$0.00		Payson Magistrate Court	0
		Subpoena	Elrik Alger Phillimore	68 Sky Run Lane Star Valley, AZ 85541	68 Sky Run Lane Star Valley, AZ 85541	\$0.00			1
5/9/2013	5/13/2013	2013CR12066	State of Arizona	Carla Jean Brown	Carla Jean Brown	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1
5/9/2013		2013CR12066	State of Arizona	Zachary Levi Mason		\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	2704 W. Nicklaus Payson, AZ 85541		\$0.00			0
5/9/2013	5/13/2013	2013CR12066	State of Arizona	Amanda Jean Howard	Amanda Jean Howard	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1

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5/9/2013	5/13/2013	2013CR12066	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/9/2013	5/13/2013	2013CR12066	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/9/2013	5/20/2013	2013CV0224	Trisha Roud	Roxanne Roud	Unserved	\$0.00		Show Low Justice Court	0
		Order Of Protection	Roxanne Roud	2076 Whispering Pines Pinetop, AZ 85935		\$0.00			0
5/9/2013	5/20/2013	2013CV0225	Trisha Roud	Debbie Roud	Unserved	\$0.00		Show Low Justice Court	0
		Order Of Protection	Debbie Roud	1042 Moonridge Drive Lakeside, AZ 85929		\$0.00			0
5/13/2013	5/13/2013	2013CR000177	State of Arizona	Jaclyn (Reayn) Dudley	Byron K. Dudley	\$0.00		Payson Justice Court	0
		Summons & Complaint	Jaclyn (Reayn) Dudley	1700 N Dogie Circle Payson, AZ 85541	1700 N Dogie Circle Payson, AZ 85541	\$0.00			2
5/13/2013	5/13/2013	CR 2012-295	State of Arizona	PPD, Officer McDonough	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/13/2013	5/13/2013	CR 2011-577	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/13/2013	5/13/2013	CR 2012-295	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/13/2013	5/13/2013	CR 2011-577	State of Arizona	Jeannie Price	Jeannie Price	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	1012 W. Saddle Lane Payson, AZ 85541	310 E Tyler Parkway Payson, AZ 85541	\$0.00			2
5/13/2013	5/14/2013	CR 2011-577	State of Arizona	Robert Higginbotham	Robert Higginbotham	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	240 E. Highway 260 Payson, AZ 85541	240 E. Highway 260 Payson, AZ 85541	\$0.00			1
5/13/2013	5/14/2013	CR 2011-670	State of Arizona	Debra Newell	Debra Newell	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	179 Rattlesnake Lane Tonto Basin, AZ 85553	107 E Lone Pine Drive Payson, AZ 85541	\$0.00			2
5/13/2013	5/14/2013	CR 2011-670	State of Arizona	Judith E. Polk	Judith E. Polk	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	Tonto Basin Market Place 45994 N. Highway 188 Tonto Basin, AZ 85553	401 E Hwy 260 Payson, AZ 85541	\$0.00			2
5/13/2013	5/14/2013	CR 2011-670	State of Arizona	Rosemary Goff	Rosemary Goff	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	143 East Mitchell Way PO Box 1083 Tonto Basin, AZ 85553	143 East Mitchell Way PO Box 1083 Tonto Basin, AZ 85553	\$0.00			1

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5/13/2013	5/14/2013	CR 2011-670	State of Arizona	GCSO, Detective J. Garrett	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/13/2013	5/14/2013	CR 2011-670	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/13/2013	5/14/2013	CR 2011-670	State of Arizona	Shelly Allison	Shelly Allison	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	45994 N Hwy 188 Tonto Basin, AZ 85553	45994 N Hwy 188 Tonto Basin, AZ 85553	\$0.00			1
5/13/2013	5/16/2013	CR 2011-670	State of Arizona	Johnna Kile	Johnna Kile	\$0.00		Superior Court Gila County	0
		Subpoena	Julie Ghent	222 W H Bar Ranch Road Payson, AZ 85541	222 W H Bar Ranch Road Payson, AZ 85541	\$0.00			2
5/16/2013	5/16/2013	2013TC012009	State of Arizona	Marian Dawkins	Marian Dawkins	\$0.00		Payson Magistrate Court	0
		Subpoena	Hason Zale	1803 N McLane Road Payson, AZ 85541	1803 N McLane Road Payson, AZ 85541	\$0.00			1
5/16/2013	5/17/2013	2013TC012009	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Hason Zale	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/16/2013	5/17/2013	2013TC012006	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Sidney A Dando	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/16/2013	5/17/2013	2013CR252	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Cary Monroe Lynn	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/17/2013	5/17/2013	2013CV000308	Matilde Martinez Fimbres	Avdriel Torres Chairez	Avdriel Torres Chairez	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Avdriel Torres Chairez	219 E Hwy 260 Payson, AZ 85541	219 E Hwy 260 Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013TR001151	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Kevin Lang	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013TR001251	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Joanna Sedillo	Department of Public Safety-Payson Office	Payson DPS Office Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013TR012129	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Michael David Dixon	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013TR012187	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Eric Scott	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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5/22/2013	5/22/2013	2013TR012168	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Brendalyn Sue Rose	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2012CR623	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Lee Lester	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013CR012	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	John Heath Bebout	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2012CR623	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Lee Lester	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	302-36-008	Town of Payson- Community Development Dept., Sean Tanner	Elsie Steward & Allen Blanche	Michael King Fisher	\$0.00		N/A	0
		Notice of Violation-Request For Voluntary Compliance	Elsie Steward & Allen Blanche	217 W. Saddle Lane Payson, AZ 85541	217 W. Saddle Lane Payson, AZ 85541	\$0.00			1
5/22/2013	5/22/2013	2013CV000319	Ashley Frost	Ashely Ryan Rogers	Ashely Ryan Rogers	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Ashely Ryan Rogers	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
5/23/2013	5/24/2013	2013TC012034	State of Arizona	Joleene Enedine Chavez	Joleene Enedine Chavez	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Joleene Enedine Chavez	303 South Ash #8 Payson, AZ 85541	303 South Ash #8 Payson, AZ 85541	\$0.00			1
5/23/2013	5/28/2013	2013TC012019	State of Arizona	Michael Lloyd	Michael Lloyd	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michael Lloyd	207 W Roundup Road Payson, AZ 85541	207 E Aero Payson, AZ 85541	\$0.00			3
5/23/2013	5/31/2013	2013TC012020	State of Arizona	Cody Baker	Cody Baker	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Cody Baker	311 S McLane Road #307 Payson, AZ 85541	827 W Country Lane Payson, AZ 85541	\$0.00			4
5/23/2013	5/24/2013	2013TC012021	State of Arizona	Charyree Herrera	Carmella Cox	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Charyree Herrera	310 E Cherry Street Payson, AZ 85541	310 E Cherry Street Payson, AZ 85541	\$0.00			2
5/23/2013	5/28/2013	2013TC012022	State of Arizona	Nicole Kolstad	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Nicole Kolstad	110 W Airport Road apt 13 Payson, AZ 85541		\$0.00			1
5/23/2013	5/24/2013	2013TC012024	State of Arizona	Shayla Rose	Shayla Rose	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Shayla Rose	659 Del Chi Dr Tonto Basin, AZ 85553	659 Del Chi Dr Tonto Basin, AZ 85553	\$0.00			1
5/23/2013	5/29/2013	2013TC012027	State of Arizona	Daniel Root	Daniel Root	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Daniel Root	814 N Granite Drive Payson, AZ 85541	905 S Beeline Hwy Payson, AZ 85541	\$0.00			1

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5/23/2013		2013TC012028	State of Arizona	Hailee Alway		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Hailee Alway	1304 N Matterhorn Road Payson, AZ 85541		\$0.00			0
5/23/2013	5/24/2013	2013TC012029	State of Arizona	David Crimmins	David Crimmins	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	David Crimmins	410 S Old Meadow Lane Payson, AZ 85541	410 S Old Meadow Lane Payson, AZ 85541	\$0.00			1
5/23/2013	5/24/2013	2013TC012031	State of Arizona	Tonya Ann Nuzum	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Tonya Ann Nuzum	1302 N Beeline Hwy unit G Payson, AZ 85541		\$0.00			1
5/23/2013	5/24/2013	2013TC012030	State of Arizona	Tonya Ann Nuzum	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Tonya Ann Nuzum	1302 N Beeline Hwy unit G Payson, AZ 85541		\$0.00			1
5/23/2013	5/24/2013	2013TC012015	State of Arizona	Connie Jean Schneider	Connie Jean Schneider	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Connie Jean Schneider	1108 N. Carefree Circle Payson, AZ 85541	1108 N. Carefree Circle Payson, AZ 85541	\$0.00			1
5/23/2013	5/24/2013	2013TC012033	State of Arizona	Jennifer Cotney-Eason	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jennifer Cotney-Eason	203 W Forest Drive Payson, AZ 85541		\$0.00			1
5/23/2013		2013TC012018	State of Arizona	Crystal Lloyd		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Crystal Lloyd	105 E Main Street apt 208 Payson, AZ 85541		\$0.00			0
5/23/2013	5/31/2013	2013TC012013	State of Arizona	Benjamin Wilson	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Benjamin Wilson	905 S McLane Payson, AZ 85541		\$0.00			3
5/23/2013	5/24/2013	2013TC012011	State of Arizona	Luis Valenzuela	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Luis Valenzuela	8985 W Stageline Road Payson, AZ 85541		\$0.00			1
5/23/2013	5/29/2013	2013TC012016	State of Arizona	Jessica Nicole Sainato	Jessica Nicole Sainato	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jessica Nicole Sainato	905 S McLane Road apt 23 Payson, AZ 85541	905 S McLane Road apt 23 Payson, AZ 85541	\$0.00			2
5/23/2013	5/24/2013	2013TC012010	State of Arizona	Derringer Dade	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Derringer Dade	716 N Beeline Hwy unit B Payson, AZ 85541		\$0.00			1
5/23/2013	5/23/2013	2012CR12220	State of Arizona	Angelica Rose Rattunde	Unserved	\$0.00		Payson Magistrate Court	0
		Order To Show Cause	Angelica Rose Rattunde	1101 S Sutton Road Payson, AZ 85541		\$0.00			2
5/24/2013	5/24/2013	2013CV000325	Larry Jordan-Stefanski	Sharlene Clark	Sharlene Clark	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Sharlene Clark	4989 German Ranch Road Strawberry, AZ 85544	4989 German Ranch Road Strawberry, AZ 85544	\$0.00			1
5/28/2013	5/28/2013	2013CR000204	State of Arizona	Albert "Tito" Aldana	Albert "Tito" Aldana	\$0.00		Payson Justice Court	0
		Summons & Complaint	Albert "Tito" Aldana	190 Cornerstone Way #54 Star Valley, AZ 85541	190 Cornerstone Way #54 Star Valley, AZ 85541	\$0.00			1

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5/28/2013	5/30/2013	2013CR000205	State of Arizona	Cesar Sepulveda, Jr.	Cesar Sepulveda, Jr.	\$0.00		Payson Justice Court	0
		Summons & Complaint	Cesar Sepulveda, Jr.	190 Cornerstone Way #51 Star Valley, AZ 85541	190 Cornerstone Way #23 Star Valley, AZ 85541	\$0.00			2
5/29/2013	5/29/2013	2013CV000327	Ginger Olson	Darrell Shicky	Darrell Shicky	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Darrell Shicky	107 E Bonita Apt 2B Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
5/29/2013	5/30/2013	2012CR306	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/29/2013	5/30/2013	2012CR306	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/29/2013	5/30/2013	2012CR306	State of Arizona	Holly Ryan	Holly Ryan	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	105 Lonesome Dove Trail Payson, AZ 85541	105 Lonesome Dove Trail Payson, AZ 85541	\$0.00			1
5/31/2013	6/4/2013	2012TR12511	State of Arizona	Joshua (Josh) Tim Peck	Joshua (Josh) Tim Peck	\$0.00		Payson Magistrate Court	0
		Subpoena	Lance Gullett	905 S. McLane Apt 12 Payson, AZ 85541	108 West Main St Payson, AZ 85541	\$0.00			3
5/31/2013	5/31/2013	JV2013-099	State of Arizona	[REDACTED] minor	[REDACTED] minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[REDACTED] minor	606 North Colcord Payson, AZ 85541	606 North Colcord Payson, AZ 85541	\$0.00			1
5/31/2013	5/31/2013	JV2013-099	State of Arizona	Debra Machado	Debra Machado	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[REDACTED] minor	606 North Colcord Payson, AZ 85541	606 North Colcord Payson, AZ 85541	\$0.00			1
5/31/2013	5/31/2013	JV2013-095	State of Arizona	[REDACTED] minor	[REDACTED] minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[REDACTED] minor	409 E Rancho Road Payson, AZ 85541	403 W Frontier Payson, AZ 85541	\$0.00			3
5/31/2013	6/3/2013	JV2013-095	State of Arizona	Laura Lee Connolly	Laura Lee Connolly	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[REDACTED] minor	409 E Rancho Rd Payson, AZ 85541	606 N Beeline Hwy Payson, AZ 85541	\$0.00			3
5/31/2013	6/3/2013	2010CR547	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/31/2013	6/3/2013	2010CR547	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/31/2013		2010CR547	State of Arizona	Jessica Faye Tappan		\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 S. Ash, #9 Payson, AZ 85541		\$0.00			0

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5/31/2013	6/3/2013	2010CR547	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
5/31/2013	5/31/2013	2012CR577	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/31/2013	5/31/2013	2012CR577	State of Arizona	GCSO, Deputy S Osborne	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
5/31/2013	6/3/2013	2012CR577	State of Arizona	John Clemonds	John Clemonds	\$0.00		Payson Regional Justice Court	0
		Subpoena	Sarah Michelle Clemonds aka Sarah Michelle Ryan	60 S Hillside Drive Star Valley, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1

MILEAGE FOR THE MONTH May 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
5/1	40			
5/2	65			
5/6	57			
5/7	70			
5/8	79			
5/9	34			
5/10	104			
5/13	56			
5/14	87			
5/15	40			
5/16	96			
5/17	38			
5/20	39			
5/21	56			
5/22	53			
5/23	37			
5/24	165			
5/28	149			
5/29	43			
5/30	98			
5/31	58			
DAYS	1464		0	

Total Miles Driven By
The Constable's Office 1464 May 2013

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 6/3/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards & Treasurers Board - Writ Fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fee collected May 2013 3 @ 5 ⁰⁰ ck# 2323	15 00
		15 00

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98364

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2323
91-527/1221 6128
0703680454

DATE 6/3/13

PAY TO THE ORDER OF Gila County Treasurer \$ 15⁰⁰

Fifteen + NO/100'S DOLLARS

FOR Writ Fees - May - 3 @ 5⁰⁰

 3270

MP

⑈0000002323⑈ ⑆122105278⑆ 0703680454⑈

ARF-1930

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 07/02/2013

Reporting Period: Clerk of the Superior Court's Report for the Month of May 2013

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 Office Monthly Report for May 2013.

Suggested Motion

Acknowledgment of the May 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk of Court Report for May 2013

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

CLERK'S REPORT

FOR

MAY 2013

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 MAY, 2013.



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

SUBSCRIBED AND SWORN to before me this 6THTH day of JUNE, 2013.



Deputy



Summary Allocation by Agency Report

Report generated on : 6/3/2013 7:34:48 AM

Criteria : From Date : 5/1/2013 To Date : 5/31/2013

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	\$20850.99		(\$27883.39)		(\$7032.40)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$21231.51			(\$2500.00)	\$18731.51	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM			\$15.00		\$15.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$3044.53				\$3044.53	\$152.23
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$9.15				\$9.15	\$0.46
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$73.23				\$73.23	\$3.66
		ZVAPB	30% INTERSTATE COMPACT	\$52.50				\$52.50	\$2.63
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$244.00		\$50.00		\$294.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$69.10				\$69.10	\$3.46
		-ZATT	ATTORNEY FEE REIMBURSEMENT	\$1015.00		\$544.97		\$1559.97	\$0.00

Deferred Prosecution

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
CTREAS	GILA COUNTY TREASURER	ZALTF	AZ LENGTHY TRIAL FUND	\$705.00				\$705.00	\$35.25
		ZFEE	BASE FEES (GENERAL FUND)	\$6318.00				\$6318.00	\$315.90
		ZFINE	BASE FINES	\$2270.45		\$2515.72		\$4786.17	\$239.31
		ZFORF	BOND FORFEITURES				\$2500.00	\$2500.00	\$125.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$900.14				\$900.14	\$45.01
		ZCEF	CLEAN ELECTIONS FUND	\$277.20		\$200.70		\$477.90	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$51.19				\$51.19	\$2.56
		ZJDET	COUNTY JUV DETENTION	\$42.90		\$2055.70		\$2098.60	\$104.93
		ZCLLF	COUNTY LAW LIBRARY FUND	\$3042.69				\$3042.69	\$152.13
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1306.01		\$1550.22		\$2856.23	\$142.81
		ZDNAS	DNA STATE SURCHARGE	\$177.12		\$37.32		\$214.44	\$10.72
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1457.75				\$1457.75	\$72.89
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$383.42				\$383.42	\$19.17
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$210.00				\$210.00	\$10.50
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1763.30				\$1763.30	\$88.17

Anita Escobedo, Clerk of the Court

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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
CTREAS	GILA COUNTY TREASURER	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$154.98		\$871.65		\$1026.63	\$51.33
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$260.12				\$260.12	\$13.01
		ZDCRT	DRUG COURT FEE FUND	\$597.00		\$50.00		\$647.00	\$32.35
		ZDUIA	DUI ABATEMENT FUND	\$91.57		\$30.00		\$121.57	\$6.08
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$724.50				\$724.50	\$36.23
		ZWITN	EXPERT WITNESS FUND	\$1200.00				\$1200.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$1071.33		\$637.44		\$1708.77	\$85.44
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$544.18		\$213.10		\$757.28	\$37.86
		ZEXT	EXTRADITION REIMBURSEMENT	\$25.00				\$25.00	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$193.96		\$132.79		\$326.75	\$16.34
		ZCC	GEN JURIS CONCILIATION COURT	\$1196.14				\$1196.14	\$59.81
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$2885.78		\$1325.12		\$4210.90	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$480.96		\$220.85		\$701.81	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1442.90		\$662.56		\$2105.46	\$0.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

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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
CTREAS	GILA COUNTY TREASURER	ZJF	JAIL (INCARCERATION) FEES			\$10.64		\$10.64	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1494.42				\$1494.42	\$74.72
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3395.03				\$3395.03	\$169.75
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$92.75		\$42.00		\$134.75	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$172.24		\$78.00		\$250.24	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$40.00		\$40.00	\$2.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$160.00		\$160.00	\$8.00
		ZJS	JUVENILE PROBATION SERV FEES	\$1250.93		\$1489.23		\$2740.16	\$137.01
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$361.12		\$417.66		\$778.78	\$38.94
		ZMISC	MISCELLANEOUS FEES	\$67.60				\$67.60	\$3.38
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.62				\$12.62	\$0.63
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$24.00				\$24.00	\$1.20
		ZPP	PASSPORT APPLICATION FEES	\$1300.00				\$1300.00	\$65.00

Anita Escobedo, Clerk of the Court

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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
CTREAS	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	\$2432.59		\$505.00		\$2937.59	\$146.88
		ZPRS6	PROB SURCH 2006	\$11.81		\$7.50		\$19.31	\$0.97
		ZPBA	PROBATION FEE ADULT	\$10543.43		\$8601.54		\$19144.97	\$957.25
		ZPRSU	PROBATION SURCHARGE (\$5.00)			\$2.45		\$2.45	\$0.12
		ZPUBZ	PUBLIC DEFENDER FEES	\$195.00		\$830.45		\$1025.45	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$2221.99				\$2221.99	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$91.07				\$91.07	\$4.55
		ZSTAT	STATE TREASURER - GENERAL FUND	\$752.86		\$75.00		\$827.86	\$41.39
		ZVAF	VICTIMS ASSISTANCE FUND	\$122.50				\$122.50	\$6.13
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$95.00				\$95.00	\$4.75
		ZGFDU	XTRA DUI ASSMT	\$40.00				\$40.00	\$2.00
		ZPRS9	ZPRS9	\$208.09		\$25.00		\$233.09	\$11.65
Agency Name : INTEREST									
	ZINT	INTEREST	ZINT	INTEREST	\$0.85			\$0.85	\$0.00
Agency Name : JUVENILE FAMILY COUNSELING FEE									
	ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE		\$30.24		\$30.24	\$1.51

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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Globe, AZ 85501

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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
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$80.00				\$80.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$11347.48		\$4455.54		\$15803.02	\$0.00
Total:				\$112676.98		\$0.00	\$0.00	\$112676.98	\$3543.00
LESS SHADED AREA:								37,705.15	
PLUS HOLD RECEIPTING:								74,971.83	
								+7,032.40	
								\$82,004.23	

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501

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.

A handwritten signature in cursive script, reading "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

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

ARF-1937

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 07/02/2013

Reporting Period: 06-18-13 Board of Supervisors Meeting Minutes and 06-18-13 Board of Equalization Meeting Minutes

Submitted For: Marian Sheppard **Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Information

Subject

06-18-13 Board of Supervisors Meeting Minutes and 06-18-13 Board of Equalization Meeting Minutes

Suggested Motion

Approval of the June 18, 2013, Board of Supervisors meeting minutes and the June 18, 2013, Board of Equalization meeting minutes.

Attachments

06-18-13 BOS Meeting Minutes

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

Date: June 18, 2013

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian Sheppard
Clerk of the Board

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager and Marian E. Sheppard, Clerk.

ABSENT: Bryan Chambers, Deputy Attorney Principal

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE:

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Marilyn Brewer led the Pledge of Allegiance.

2. REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to consider the following reappointments to the Industrial Development Authority Board of Directors for an additional six years, as follows: Fred Barcon (05/08/13-05/07/19), William A. Byrne (05/15/13-05/14/19), Gerald Kohlbeck (05/14/13-05/13/19) and Mickie Nye (05/15/13-05/14/19); and to acknowledge the resignation of Mark Marcanti from said Board; and further, that the discussion of the direction, purpose and membership of the IDA be continued until staff has researched and is prepared to lead a discussion on the matter at a future Work Session.

Don McDaniel, County Manager, advised that this item was continued from a previous Board meeting. He stated that staff is not fully prepared to discuss some matters with regard to the purpose of the IDA, etc.; however, he did state that the reappointments of IDA Board members could be considered today by the Board.

Vice-Chairman Martin questioned the process for placing items on a Board meeting agenda. She stated, "My main question on this whole thing is how we get these names on this agenda as recommendations for this whole Board to take action on? Who makes the recommendation? Is this a self-appointing Board? Does the IDA make the recommendations? How did they get on this particular agenda? I didn't make these recommendations. Did you all make these recommendations? Did the Manager make the recommendations? Did the Clerk make the recommendations? Did the IDA make the recommendations?...I realize from a legal standpoint, the Board takes actions on recommendations made. Where I don't know any more is where the recommendations come from." She further stated that she feels that the Board should discuss the process for making recommendations to boards, commissions and committees of the Board of Supervisors as she feels this is one of the more important duties of this Board. She advised that in the past, each Supervisor made recommendations for the appointment/reappointment of IDA members to make sure the representation was equal throughout the County.

Mr. McDaniel replied that the law is open with regard to the process for making recommendations for appointment/reappointment to the IDA Board; however, the law is clear on the process for the Board of Supervisors to appoint IDA Board members. He stated, "Once the IDA is up and running, basically it's its own separate entity, but the law still requires the Board of Supervisors to appoint/reappoint its members." He then referenced the staff report for this agenda item and reviewed the letters attached to the agenda item, as follows: 1) April 22, 2013, letter submitted by Fred Barcon, IDA President, to Supervisor Pastor notifying him that IDA Board Member Mark Marcanti had submitted a letter of resignation and he requested the Board of Supervisors to seek a replacement to fill this vacancy; 2) April 24, 2013, letter submitted by William Long, IDA Vice President, to Supervisor Pastor requesting the Board of Supervisors' reappointment of IDA Board Members Fred Barcon and Gerald Kohlbeck; and 3) April 25, 2013, email submitted by Sandy Palmer, IDA Administrative Manager, to Marian Sheppard, Clerk of the Board, verifying that William Byrne and Mickie Nye are seeking reappointment to the IDA Board as their terms of office have expired. Mr. McDaniel stated, "That is how these got here (to the agenda.) It is still the Board's decision. That is the significant matter in all of this...In the past, it is my understanding that because the maximum number of IDA Board members is 9, that it's been the unwritten policy of this Board of Supervisors that each Board member would appoint 3 members and, again, not necessarily by (Supervisory) district because there is no requirement by law that they represent the district. They can be from any place in the County. An example of that would be, I believe, District 1 had appointed Fred Barcon as the member on the Board and he doesn't live in that district..."

For the record, Vice-Chairman Martin clarified that the Supervisors “recommended” the IDA Board appointments in the past and the Board would take action to appoint them. She went on to state “The way that this looks, it is evolved much like our Fair Board, and is a self-appointing board with the way this is right now. Are we going to allow it to evolve in that direction or do we go back and reserve the right to make recommendations?”

Chairman Pastor suggested that a discussion should take place at this meeting, so there is an official record of the direction the Board wants to take with regard to future appointments/reappointments to the IDA Board. As clarification, he repeated that Vice-Chairman Martin was recommending that from this point forward each Board member would recommend 3 members for the Board of Supervisors’ appointment/reappointment to the IDA Board and those 3 members would represent that Supervisor’s district, but would not be required to reside in that district. All Board members agreed to that process of recommending 3 members to represent their district and further agreed that the members do not need to reside in a supervisorial district in order to represent that district. He further stated that in recent discussions he had with the Clerk of the Board, there are certain appointments that could be made in this way; however, other boards, commissions and committees under the purview of the Board of Supervisors may have statutory requirements for appointment.

Supervisor Marcanti and Chairman Pastor agreed with Vice-Chairman Martin’s recommendation.

Chairman Pastor reviewed the vacancies on the IDA Board. Mr. McDaniel clarified that the Board has the authority to make the reappointments today as listed on the agenda item, but the vacancies could not be filled today as they were not listed on the agenda for Board action. Vice-Chairman Martin requested that no Board action be taken at this time with regard to the reappointments.

Chairman Pastor suggested that Mr. McDaniel place this item on the Board’s July 16th agenda and he made a request to the public that anyone interested in serving on this Board, please submit their interest in writing to the Board by no later than July 4th, so that the Board could make appointments on July 16th.

The Board agreed that due to recent resignations from Mark Marcanti and Ray Pugel, and one other vacancy, there are a total of 3 vacancies on this Board. On July 16th, the Board will consider filling those vacancies and also consider the reappointments of William Byrne, Mickie Nye, Gerald Kohlbeck and Fred Barcon.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board tabled taking action on the reappointments as stated on the agenda item, agreed that from this point forward the 9-member Board would be represented by each supervisorial district and that member would not be required to live within the supervisorial district he/she represents, and that the appointments/reappointments to the IDA Board be placed on the Board's July 16th meeting agenda.

3. 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.

There were no requests to speak from public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:24 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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-1904

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 07/02/2013

Reporting Period: Human Resources reports for the weeks of 06/04/13, 06/11/13, 06/18/13 and 06/25/13.

Submitted For: Linda V. Eastlick **Submitted By:** Juley Bocardo-Homan, Human Resources Assistant, Human Resources

Information

Subject

Human Resources reports for the weeks of June 4, 2013, June 11, 2013, June 18, 2013, and June 25, 2013.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of June 4, 2013, June 11, 2013, June 18, 2013, and June 25, 2013.

Attachments

[June Human Resources Summary Report](#)

[06/04/13 Human Resources Report](#)

[06/11/13 Human Resources Report](#)

[06/18/13 Human Resources Report](#)

[06/25/13 Human Resources Report](#)

HUMAN RESOURCES ACTION ITEMS

JUNE 4, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Steve Leneberg – Public Works – Road Maintenance Equipment Operator – 05/14/13 – Public Works Fund – DOH 11/06/95 – No Fault Separation from Employment
2. Joseph Kline – Health Services – Environmental Health Specialist Sr. – 06/18/13 – Health Service Fund – DOH 05/12/08 - Resignation

HIRES TO COUNTY SERVICE:

3. Jessica McCamy – Sheriff's Office – Public Health Nurse – 06/10/13 – General Fund – Replacing Angela Garcia
4. Tol T. Johnson – Public Works – Solid Waste Services Worker – 06/10/13 – Recycling and Landfill Management Fund – Replacing Thomas Dando
5. Gary Brandenburg – Public Works – Lube Specialist – 06/11/13 – Public Works Fund – Replacing David Baker
6. Angel M. Ortega – Globe Regional Justice Court – Justice Court Clerk Associate – 06/10/13 – General Fund – Replacing Jillian Velarde

DEPARTMENTAL TRANSFERS:

7. Jessica Madrid – From Probation – To Sheriff's Office – Public Health Nurse – 07/01/13 – General Fund

END PROBATIONARY PERIOD:

8. Douglas Rutherford – Probation – Juvenile Detention Officer – 06/28/13 – General Fund

OTHER CHANGES:

9. Kendall Rhyne – Probation/Superior Court – Chief Probation Officer/Court Administrator – 06/03/13 – Various Funds – Assuming additional job duties as Court Administrator

REQUEST PERMISSION TO POST:

10. Globe Regional Justice Court – Justice Court Clerk Associate – Position Vacated by Mary Allen
11. Health Services – Environmental Health Specialist Sr. – Position Vacated by Joseph Kline

HUMAN RESOURCES ACTION ITEMS
JUNE 11, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Mary Hawkins – Superior Court – Court Administrator – 06/28/13 – General Fund – DOH 10/18/76 – Resignation
2. Nancy Neumann – Sheriff’s Office – Executive Administrative Assistant – 07/12/13 – General Fund – DOH 01/04/10 – Resignation
3. Jo Anna McDaniel – Public Fiduciary – Public Fiduciary Services Specialist – 06/11/13 – General Fund – DOH 06/21/10 - Resignation

HIRES TO COUNTY SERVICE:

4. Chris Bessenecker – Finance – Finance Director – 06/17/13 – General Fund – Replacing Joseph Heatherly
5. Andrew Hanna – County Attorney – Paralegal – 06/10/13 – Diversion Program CA Fund – Replacing Dana Lindsey
6. Sophia Hill – Health and Emergency Services – Accounting Clerk - 06/17/13 – Various Funds – Replacing Janel Arvizo

END PROBATIONARY PERIOD:

7. Karl Schubert – Sheriff’s Office – Deputy Sheriff – 06/25/13 – General Fund

REQUEST PERMISSION TO POST:

8. Sheriff’s Office – Executive Administrative Assistant – Position Vacated by Nancy Neumann
9. Public Fiduciary – Public Fiduciary Services Specialist – Position Vacated by Jo Anna McDaniel

HUMAN RESOURCES ACTION ITEMS
JUNE 18, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Charlie G. Links – Sheriff’s Office – Deputy Sheriff – 07/05/13 – General Fund – DOH 01/26/04 – Retirement
2. Amber Kimbrough – Health and Emergency Services – Animal Regulations Enforcement Officer – 06/14/13 – Rabies Control Fund – DOH 11/15/10 – Resignation
3. Nacelle Reynolds – Library District – Community Liaison – 06/11/13 – Library District Grants – DOH 08/06/12 – Grant funding ending for Young area
4. Dawn M. Caldera – Recorder’s Office – Chief Deputy Recorder – 07/17/13 – General Fund – DOH 4/16/07 – Resignation
5. Stephanie Chaidez – Finance – Temporary Accounting Clerk – 06/14/13 – General Fund – DOH 01/03/13 – End of temporary employment
6. Bobby Baldwin – Community Services – Temporary Mobile Crew – 06/12/13 – GEST Fund – DOH 03/24/96 – Ineligible for GEST Mobile Crew Program
7. Amanda Roady – Finance – Accountant Senior – 06/28/13 – General Fund – DOH 07/27/10 – Resignation

HIRES TO COUNTY SERVICE:

8. Patricia Pfeiffer – County Attorney’s Office – Deputy Attorney Senior – 06/24/13 – General Fund – Replacing Ramai Alvarez
9. Chandra Wattleworth – Health and Emergency Services – Healthy Steps for Young Children Coordinator – 06/24/13 – Healthy Steps Fund – Grant funded position
10. Andressa Kumparak – Probation – Juvenile Detention Officer – 6/24/13 – General Fund – Replacing Nancie Denogean
11. Rose Holiday – Assessor’s Office – Executive Administrative Assistant – 06/24/13 – General Fund – Replacing Hazel Dillon
12. Scott A. Warren – Public Works – Engineering Technician Senior – 07/01/13 – Public Works Fund – Replacing Gary Tamietti
13. Vanessa L. Amairia – Sheriff’s Office – Administrative Clerk – 06/24/13 – General Fund – Replacing Angelita Mendoza

VOLUNTEERS TO COUNTY SERVICE:

14. Matthew Greve – County Attorney’s Office – Law School Student Volunteer – 05/28/13
15. Ashley Dammen – County Attorney’s Office – Law School Student Volunteer – 06/06/13
16. Gwen Stoner – County Attorney’s Office – Law School Student Volunteer – 06/03/13
17. Gillum Gann – Public Works – Summer Volunteer – 06/10/13

DEPARTMENTAL TRANSFERS:

18. Kimberly Bittner – Probation – From Deputy Probation Officer II – To Juvenile Detention Officer – 06/24/13 – From Diversion Intake Fund – To General Fund – Replacing Roland Valencia
19. Kaycee Stratton – From Information Technology – To Recorder’s Office – From Telecommunication Budget Analyst – To Chief Deputy Recorder – 07/01/13 – General Fund – Replacing Dawn Caldera
20. Rita E. Lewis – Globe Regional Justice Court – Justice Court Clerk Associate – 07/01/13 – General Fund – Replacing Mary Allen, from 20 hours week to 30 hours week
21. Kelly Riggs – Information Technology – Information Technology Director – 06/17/13 – General Fund – Replacing Darryl Griffin

HUMAN RESOURCES ACTION ITEMS
JUNE 18, 2013
PAGE 2

END PROBATIONARY PERIOD:

- 22. George L. Carillo – Sheriff’s Office – Deputy Sheriff – 06/11/13 – General Fund
- 23. Marilyn Brewer – Board of Supervisors – Executive Assistant – 07/02/13 – General Fund
- 24. Jeremy Friestad – Public Works – Vehicle and Equipment Mechanic Senior – 06/20/13 – Public Works Fund

OTHER CHANGES:

- 25. Robin Holt – Library District – Community Liaison – 07/01/13 – Library District Grants – Extending temporary employment for First Things First Early Literacy Grant 2013-14
- 26. Maxine Piper – Library District – Community Liaison – 07/01/13 – Library District Grants – Extending temporary employment for First Things First Early Literacy Grant 2013-14
- 27. Amanda Aguirre – Library District – Community Liaison – 07/01/13 – Library District Grants – Extending temporary employment for First Things First Early Literacy Grant 2013-14
- 28. Stephanie Dean – Library District – Community Liaison – 07/01/13 – Library District Grants – Extending temporary employment for First Things First Early Literacy Grant 2013-14

REQUEST PERMISSION TO POST:

- 29. Library District – Temporary Early Literacy Program Coordinator – Position is grant funded and 12 hours per week
- 30. Library District – Temporary Community Liaison – Position vacated by Andressa Kumparak
- 31. Finance – Accountant Senior – Position vacated by Amanda Roady
- 32. Health and Emergency Services – Animal Regulations Enforcement Officer – Position vacated by Amber Kimbrough

HUMAN RESOURCES ACTION ITEMS
JUNE 25, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Debra French – Recorder’s Office – Recorder’s Clerk – 07/05/13 – General Fund – DOH 11/07/11 – Resignation
2. Linda Soderman – County Attorney’s Office – Office Manager County Attorney – 07/01/13 – General Fund – DOH 02/24/97 – Position eliminated
3. Ernest S. Marcanti – Public Works – Building and Grounds Maintenance Supervisor – 06/19/13 – General Fund – DOH 02/26/01 – Resignation

HIRES TO COUNTY SERVICE:

4. Debora Briseno – Community Services – Career and Employment Specialist Senior – 07/01/13 – Workforce Investment Act Fund – Replacing Sally Fulmer
5. Cristina Carlson – Health and Emergency Services – Community Health Assistant Senior – 07/08/13 – Teen Pregnancy Prevention Services Fund – Grant Funded Position

PROMOTION:

6. Patty Comstock – Public Fiduciary – From Administrative Clerk – To Public Fiduciary Services Specialist – 06/24/13 – General Fund – Replacing Jo Anna McDaniel
7. Justin Solberg – Sheriff’s Office – From Jail Captain – To Detention Commander – 07/01/13 – General Fund – Replacing James Eskew

END PROBATIONARY PERIOD:

8. Travis Shields – County Attorney’s Office – Deputy Attorney – 07/14/13 – General Fund

REQUEST PERMISSION TO POST:

9. Public Fiduciary – Administrative Clerk – Position vacated by Patty Comstock
10. Public Works – Road Maintenance/Equipment Operator – Position vacated by Justin Marks
11. Public Works – Road Maintenance/Equipment Operator – Position vacated by Jerry Moore
12. Finance – Management Analyst – Position vacated by Teak-Sun Kim
13. Information Technology – Telecommunication and Budget Analyst – Position vacated by Kaycee Stratton
14. Information Technology – Systems and Network Analyst – Position vacated by Kelly Riggs

ARF-1922

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 07/02/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Week Ending 06-14-13

Submitted For: Dana Hlavac,
Interim
Finance
Director

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

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 06-14-13

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of June 10, 2013, to June 14, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Week Ending 06-14-13
Service Agreement No. 051413 with Wantland and Sons Construction
Service Agreement No. 050313-3 with Poor Boys General Remodeling
Professional Consulting Services Contract No. 060713-1
Service Agreement No. 051513-1 with Dalmolin Excavating
Amendment No. 3 to Contract 070712 with Burden Electric
Amendment No. 1 to Contract 030813 with Burden Electric
Service Agreement 052413 with Pueblo Mechanical
Service Agreement No 060313 with Pueblo Mechanical

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

June 10, 2013 to June 14, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
051413 Wantland & Sons Construction	Service Agreement No. 051413 Broadway Road South Sidewalk	\$16,225.67	6-12-13 to 6-30-13	06-12-13	Expires	Replace existing sidewalk on South East corner of Broadway and El Camino in Claypool for safety and ADA compliance.
050313-3 Poor Boy's General Remodeling	Service Agreement No. 050313-3 Young, AZ ADA Porch Replacement	\$14,117.57	6-12-13 to 6-30-13	06-12-13	Expires	The ADA access deck on the Young AZ. multipurpose building is rotten and needs replaced.
060713-1 C.L. Williams Consulting, Inc.	Professional Consulting Services Contract No. 060713-1 Russell Road Pedestrian Safety Design Concept Study	\$30,578.00	6-12-13 to 12-31-13	06-12-13	Expires	Pedestrian traffic along Russell Rd between Golden Hill Rd & Michigan Ave intersections is a route for school children waiting for the school bus or being let off the school bus. There are no sidewalks or available shoulders for them to wait for the bus. This study will explore possible solutions for a plan of action.
051513-1 DalMolin Excavating, Inc.	Service Agreement No. 051513-1 Haul Road Base Material from Castle Dome	\$48,300.00	6-12-13 to 08-31-13	06-12-13	Expires	There is no more material left on Russell road to blade. Contractor to bring in approximately 230 tons of pit run with belly dumps for Consolidated Roads personnel to place and blade. Material will be delivered from the Castle Dome pit.
070712 Burden Electric	Amendment No. 3 to Contract No. 070712 Electrical Service Upgrade Payson Sheriff's Office	None	11-30-13 to 06-30- 13	06-12-13	Expires	Due to issues with the Payson Sheriff's Office, APS and inclement weather, the work has not been completed. Amendment No. 3 extends the contract term to June 30, 2013 to allow for time to complete the project.

June 10, 2013 to June 14, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
030813 Burden Electric	Amendment No. 1 to Contract No. 030813 Electrical Service Grounding Payson Sheriff's Office	-\$4,000.00	03-19-13 to 06-30- 13	06-12-13	Expires	Due to the removal of the grounding of one of the towers in the scope of work, Amendment No. 1 will reduce the contract amount by \$4,000.00. Additionally, Amendment No. 1 will extend the contract term to June 30, 2013 to allow for completion of work due to unforeseen delays.
052413 Pueblo Mechanical & Controls, Inc.	Service Agreement No. 052413 Gila County Jail Water Treatment	\$2,224.37	06-20-13 to 06-19- 14	06-12-13	Expires	Contractor will test for bacteria and add treatment for annual water treatment of the Gila County Jail boiler loop.
060313 Pueblo Mechanical & Controls, Inc.	Service Agreement No. 060313 Compressor Replacement-Clerk of the Court	\$3,680.18	06-12-13 to 08-11- 13	06-12-13	Expires	Contractor shall replace the broken compressor in A/C unit on first floor of Courthouse in Globe.

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

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 051413
BROADWAY ROAD SOUTH SIDEWALK

THIS AGREEMENT, made and entered into this 12th day of JUNE, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wantland & Sons Construction LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Public Works 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. All work performed by Contractor shall be in conformance with industry standards and best practices.

Scope of Work: Refer to Request for Quote No. 051413 attached, and Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Request for Quote No. 051413 attached, and 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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and

endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire on June 30, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$16,225.67 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. 051413 has been duly executed by the parties hereinabove named, on the date and year first above written.

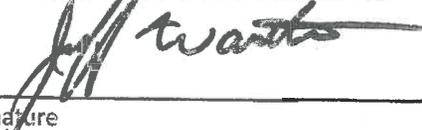
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/14/13

WANTLAND & SONS CONSTRUCTION LLC



Signature

Jeff Wantland

Print Name

REQUEST FOR QUOTE NO. 051413
GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of replacing existing sidewalk on South East corner of Broadway and El Camino in Claypool, AZ. for ADA compliance.

Location: S.E.C. of Broadway and El Camino
Claypool, AZ

Scope of Work and Specifications:

- Per Attachment "A", Scope and Drawings
- Contractor is to use the Bid Schedule on Page 1 of Attachment "A" to submit their quote.
- A mandatory walk through is required. Please contact Mike Gillette, Project Manager at 928-200-3249 to schedule a site visit. If vendor does not complete a mandatory site visit, the County will not accept their bid.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a projected cost.

QUOTE DUE DATE: Please email or fax quote by, Wednesday, May 29, 2013 to,
Jeannie Sgroi, dsgroi@co.gila.az.us, fax 928-425-7056

Contractor Name:	<u>Wanland & Sons Construction LLC</u>		
Contractor Address:	<u>PO Box 1632, Payson Az 85541</u>		
Contractor Phone #:	<u>928-978-1609</u>	Email Address:	<u>haleaccounting@Gmail.com</u>
Contractor Signature:	<u>[Signature]</u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$	<u>11,265.48</u>	(TAXES INCLUDED)
MATERIAL COST	\$	<u>4,960.19</u>	(TAXES INCLUDED)

ATTACHMENT "A" TO REQUEST FOR QUOTE NO. 051413
 SCOPE, BID SCHEDULE & DRAWINGS
 PAGE 1 OF 5

Broadway Sidewalk:

Demo:

- Remove and dispose of 200lf x 8ft of existing sidewalk.
- Remove and dispose of on existing abandoned water meter box.
- Protect in place existing buildings and walls.

Construct:

- 200lf x 8ft of sidewalk and vertical curb and gutter per mag standard detail 230 (field modified), 220-1
- One 12ft and one 16ft driveway entrance per mag standard detail 250-2
- One ADA curb ramp per mag standard detail 235-5 (field modified)
- stucco repair

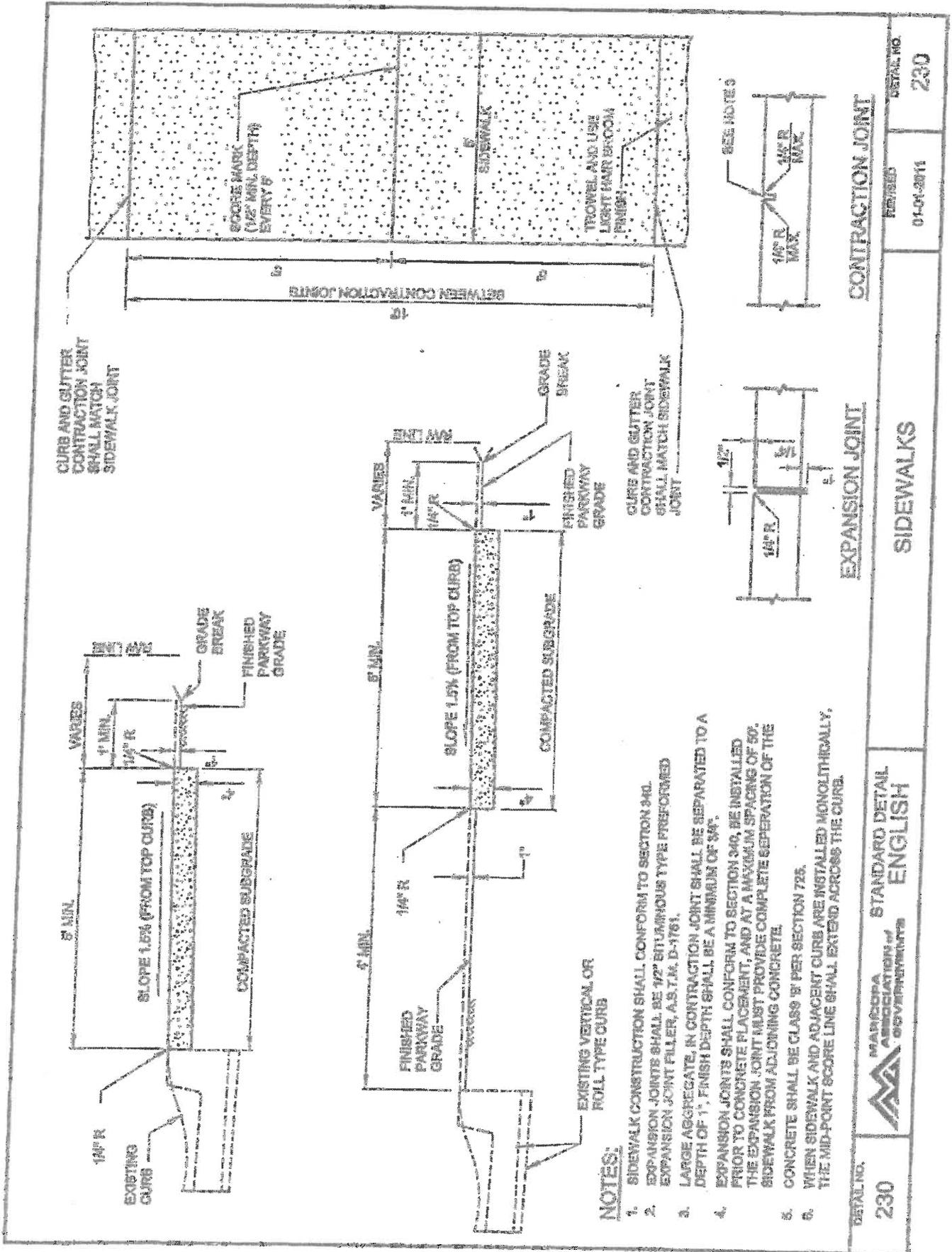
Scope:

The project is located on the south east corner of Broadway and El Camino and consists of removing and replacing approximately 200lf of existing sidewalk. The project duration will be three weeks and work hours will be 7am until 5pm Monday thru Friday. The contractor shall get a Right of Way permit from the Gila County Public Works Engineering Department, at no cost, prior to beginning work. The contractor shall protect in place all existing structures including walls and buildings. The contractor shall demo and remove approximately 200lf of existing concrete sidewalk. Gila County will accept demoed concrete at a location specified by Gila Count near the Russell Gulch Landfill at no cost. The contractor shall construct 200lf of sidewalk and vertical curb and gutter per modified mag standard detail 230 and mag standard detail 220-1 over 6 inches of ADOT class 2 ABC per mag specification section 310. The contractor shall construct one 12ft and one 16ft driveway entrance per mag standard detail 250-2 locations shall be specified by Gila County. The contractor shall construct one ADA curb ramp per modified mag standard detail 235-5. Compaction and concrete testing will be performed by Gila County with 24 hour minimum notice. The contractor shall include in their bid a square foot price for stucco repair. All bids shall include a unit price breakdown however, the bid will be awarded based on a not to exceed lump sum amount.

Bid schedule:

Tax included

Bid Item	Description	Unit Price	Unit	Extended Price
1	Demo	3.17816	16000 sq ft	5085.76
2	Sidewalk/Curb	4.2381	1472 sq ft	6238.48
3	12ft Driveway	NA	N/A	0
4	16ft Driveway	4.5030	128 sq ft	576.38
5	ADA ramp	317.87	1	317.87
6	Stucco repair	1.2715	20 sq ft	25.43
7	Saw Cut Existing Pavement	1.0595	208 ft	220.38
8	Traffic Control	105.96	1	105.96
9	MAG Class B concrete	121.847	30 yards	3655.41



NOTES:

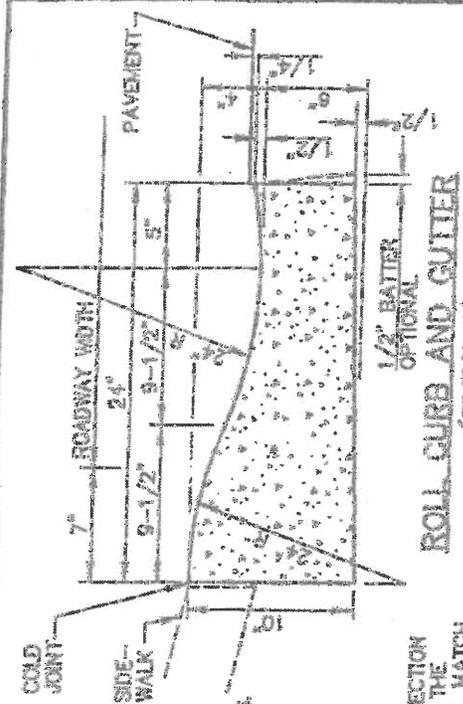
1. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECTION 340.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, A.S.T.M. D-1761.
3. LARGE AGGREGATE, IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1". FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINTS SHALL CONFORM TO SECTION 340, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'. THE EXPANSION JOINT MUST PROVIDE COMPLETE SEPARATION OF THE SIDEWALK FROM ADJOINING CONCRETE.
5. CONCRETE SHALL BE CLASS 'B' PER SECTION 725.
6. WHEN SIDEWALK AND ADJACENT CURB ARE INSTALLED MONOLITHICALLY, THE MID-POINT SCORE LINE SHALL EXTEND ACROSS THE CURB.

DETAIL NO. 230

MANICORA ASSOCIATION OF GOVERNMENTS
STANDARD DETAIL
ENGLISH

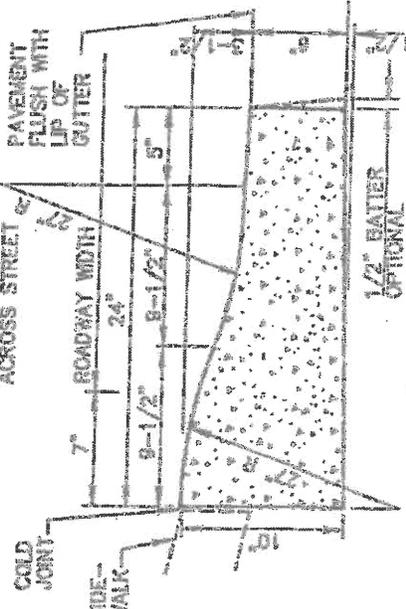
EXPANSION JOINT
SIDEWALKS

CONTRACTION JOINT
REVISION 01-01-2011
DETAIL NO. 230



**ROLL CURB AND GUTTER
(TYPE C)**

SPECIAL SECT. USE FOR HIGH SIDE CURBS WITH SHEET DRAINAGE ACROSS STREET



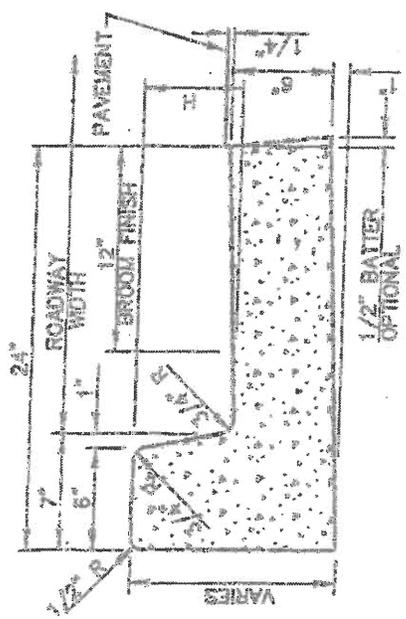
**RIBBON CURB
(TYPE B)**

NOTES: (C & D)

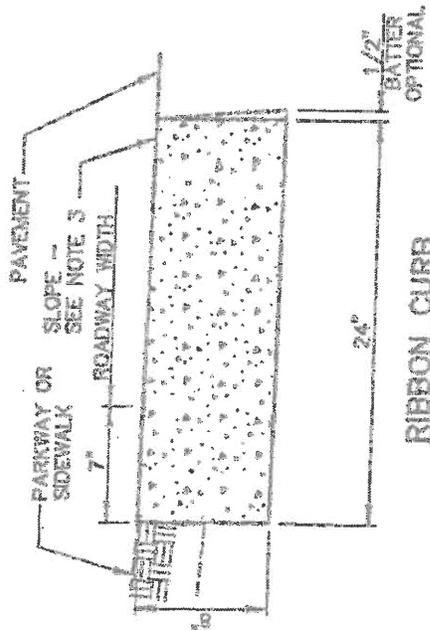
1. ALL WORK AND MATERIALS SHALL CONFORM TO SECT. 304, 505 AND 725. BROOM FINISH TO EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAXIMUM.
3. EXPANSION JOINTS AS PER SECT. 340.
4. CLASS 'B' CONCRETE PER 725.

- NOTES: (TYPE A)**
1. ALL EXPOSED SURFACES TO BE IRONEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
 2. H=6" OR AS SPECIFIED ON PLANS.
 3. CONTRACTION JOINT SPACING 10' MAXIMUM.
 4. EXPANSION JOINTS AS PER SECT. 340.
 5. CLASS 'B' CONCRETE PER 725.
 6. WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.

- NOTES: (TYPE B)**
1. CONSTRUCT CURB AND INSTALL 1/2" MASTIC EXPANSION JOINTS, A.S.T.M. D-1751, SECT. 340.
 2. BROOM FINISH ALL SURFACES.
 3. RIBBON CURB MAY SLOPE TOWARDS PAVEMENT OR PARKWAY AS INDICATED ON PLANS.
 4. CONTRACTION JOINT SPACING 10' MAXIMUM.
 5. CONCRETE SHALL BE CLASS 'B' PER SECT. 725 AND INSTALLED PER SECT. 505.



**VERTICAL CURB AND GUTTER
(TYPE A)**



**RIBBON CURB
(TYPE B)**

DETAIL NO. 220-1	STANDARD DETAIL ENGLISH	REVISED 01-01-2007	DETAIL NO. 220-1
CURB AND GUTTER TYPES A, B, C AND D			

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

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 050313-3
YOUNG, AZ. ADA PORCH REPLACEMENT

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Poor Boy's General Remodeling, Inc., 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, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities & Land Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

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

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

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

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire on June 30, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$14,117.57 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. 050313-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

POOR BOY'S GENERAL REMODELING, INC.



Don E. McDaniel Jr., County Manager



Signature

Date: 6/12/13

Warren DeTor

Print Name

REQUEST FOR QUOTE 050313-3
GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of remove and replace decking and roof system for ADA building in Young, AZ.

Location: Gila County Facilities-Young
46777 N. Hwy. 288 (near Mile Post 307.5 on Hwy. 288)
Young, AZ

Scope of Work and Specifications:

- Remove existing decking system and replace with new decking and roof system as specified in attached drawings. Full scale drawings are available at both the Globe and Payson Community Development Offices.
- Permit fees are waived, but Contractor is responsible for scheduling inspections.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a projected cost.

QUOTE DUE DATE: Please email or fax quote by, Wednesday, May 15, 2013 to,
Jeannie Sgroi, jsgroi@co.gila.az.us, fax 928-425-7056

Contractor Name: <u>Poor Boy's General Remodeling INC</u>	
Contractor Address: <u>8148 Canyon Blvd - Payson AZ 85541</u>	
Contractor Phone #: <u>928-472-2429</u>	Email Address: <u>poorboysgen@paysonaz.com poorboysgeneral@yahoo.com</u>
Contractor Signature: <u>[Signature]</u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>6,349.37</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>7,775.17</u> (TAXES INCLUDED)
	<u>14,124.54</u> Total
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

Poor Boy's General Remodeling, Inc.

ESTIMATE

8148 Cherry Ann Lane
Payson, AZ 85541

WE ACCEPT VISA & MC

Phone: 928-472-2429 FAX: 928-472-7780
email: poorboysgeneral@yahoo.com

Terms	Date	Estimate #
50/50	5/14/2013	CO130513

SUBMIT TO:
Gila County 1400 B Ash Street Globe, Arizona

JOB NAME & LOCATION	
Gila County Facilities-Young 46777 N Hwy 288 near Mile Post 307.5 on Hwy 288 Young Arizona	
Phone	928-402-8612

License	B-General	Electrical	Plumbing	Roofing
Residential	ROC211347	ROC170033	ROC263914	ROC218329
Commercial	ROC241239	ROC170032	K-77 Dual	K-42 Dual

Description	Amount
R & R DECKING & ROOF SYSTEM FOR THE ADA BUILDING IN YOUNG Build deck, roof & steps- all according to plans Stain or paint to match existing structure All labor and materials included Sales tax	13,359.41 758.15
Customers should allow 10% contingency for errors, omission and change orders. Invoices not paid on completion are subject to late charges. If rock is encountered in excavation, the cost will be passed through to the customer.	Estimate Total \$14,117.57

Customer Acceptance _____ Date _____ Contractor _____ Date _____

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountvaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 060713-1

RUSSELL ROAD PEDESTRIAN SAFETY DESIGN CONCEPT STUDY

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **CONSULTANT**.

WITNESSETH: That the Consultant, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Gila County Public Works Division (County) has requested C.L. Williams Consulting, Inc. (CLW) to prepare a scope of services to prepare a Pedestrian Safety Design Concept Study. Pedestrian traffic along Russell Road between Golden Hill Road and Michigan Avenue intersections, is a route for school children waiting for the school bus or being let off the school bus. There are no sidewalks or available shoulders for them to wait for the bus. This study will explore possible solutions for a plan of action.

**SCOPE OF WORK
RUSSELL ROAD
Pedestrian Safety Design Concept Study**

April 5, 2013

Study Objective & Approach

The objective of this design concept study is to determine what possible solutions can be applied to resolve concerns with regard to pedestrian safety along a portion of Russell Road between Golden Hill Road and Besich Boulevard and between the intersection of Michigan Avenue and Rose Mofford Way and Michigan Avenue and Roberts Drive (herein referred to as the Improvement Limits) near Globe, Arizona.

Within the Improvement Limits, Russell Road has a varying right-of-way width of between 50-feet near Golden Hill Road and 30-feet along the southern half of the limits. This narrow width is even less at a specific point near Yuma Trail. The narrow right-of-way along with contiguous walls/fences/hill-slopes along a two lane minor collector roadway results in pedestrians, including children traveling to an established bus stop, walking near the vehicle travel path. Other factors also contribute to related concerns for example; the postal carrier delivers mail to individual mailboxes along the entire roadway and without an available shoulder to pull outside of the travel path such means that the mail carrier makes frequent stops along Russell Road thereby contributing to additional conflicts. Additional benefits of the study will be the evaluation and recommendation for replacement of outdated roadway traffic protection devices such as guard rail and pipe bollard.

The approach of this study will be to three-fold.

1. Address pedestrian safety concerns through structural improvements within the existing right-of-way within the Improvement Limits, and
2. Determine if a location outside the right-of-way can be utilized to facilitate a school bus stop.
 - a. If possible this location should also be considered for relocation of all mailboxes within the Improvement Limits into this single location.
3. Another option that will be considered within this study will be if changing the existing traffic pattern (i.e., two-way directional flow) into one-way traffic is feasible. Such a change would only be considered along Russell Road between Golden Hill Road and Besich Boulevard and along Michigan Avenue between Russell Road and Roberts Drive.

CLW will contract with a Geotechnical firm to provide testing of the hillsides on the project and to provide design parameters which will be critical to Alternatives evaluation, particularly since retaining walls and/or shotcrete will need to be considered due to the limited right of way and steep slopes along portions of the road. CLW will provide Gila County with a Design Concept Report (DCR) that includes conceptual level (approximately 15%) design plan sheets (e.g., plan and profile, typical sections...etc.) along with an estimate of cost for each structural alternative (two locations). The Report will consider pros and cons of each alternative and a Recommended Alternative will be identified.

The Study Limits, with regard to the consideration of one-way traffic, would be determined as necessary (excluding that to US 60) to completely account for impacts that could result from such a traffic change (e.g., flow through the hospital, Robert Drive, Golden Hill Road...etc.).

CLW proposes to complete the Russell Road Pedestrian Safety Design Concept Study in accordance with the following Scope of Services:

Task 1: Data Collection, Geotechnical Investigation, Coordination and Meetings

The work under this task will include all necessary data collection, field reconnaissance, coordination and meetings necessary to conduct the study. Data collection will consist of: obtaining and reviewing topographic mapping, as provided to CLW by the County in AutoCAD format, review of parcel and plat maps, and review of field conditions and discussions with County staff.

Under this type of study it does not appear necessary to request of the County field survey data including: fence lines, parcel boundary markers, surface utility features and blue-stake markings...etc. However, any resulting conflicts, if such should be found to occur that need additional attention/data may be requested of the County or will be included within the DCR to be addressed during a future project phase.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (3) three Progress Meetings to discuss elements relative to this project (e.g., likely held at the 60, 90 and draft 100-percent study level). The Progress Meetings may be held at a location as determined by the County, and
3. One Public Meeting (Open House format) in Globe.

The CLW Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Public and/or BOS may be added by the County as an additional service if the County so desires.

Geotechnical investigation to determine soil properties and design parameters will be completed under this task. Direct meetings with utility owners are not believed to be necessary for this study and therefore are not included. However, coordination with individual utility owners will be necessary to determine what, if any, underground systems are present so that a full accounting of potential impacts can be made. Coordination with the Postmaster will also be necessary to ensure that any requirements necessary for the relocation of all mailboxes is included within the findings of the study.

Task 2: Alternatives Analysis

CLW shall evaluate up to three alternative solutions as explained herein.

1. Bus Bay and Mailbox relocation to APN 207-07-054 (just south of Lincoln Way). This parcel is already owned by the County.
 - a. This location will likely require additional property acquisition (a portion of APN 207-07-060) and the construction of a large retaining wall and/or shotcrete.
2. Bus Bay and Mailbox relocation to APN 207-07-042E (just south of Washborn Street).
 - a. This location will require property and building acquisition (a portion of APN 207-07-042E) and the construction of a screening wall.
3. CLW will evaluate the results of changing the current traffic pattern (i.e., two-way traffic) to a one-way direction along Russell Road and a portion of Michigan Avenue. Such an evaluation will be done to a planning level only that may consider traffic volumes (as provided by the County). This analysis will consider two alternatives whereby the general flow of traffic differs between the two evaluated patterns (i.e., southbound and northbound along Russell Road).
 - a. The Study Limits, with regard to the consideration of one-way traffic, would be determined as necessary (excluding that to US 60) to account for impacts that could result from such a traffic change (e.g., flow through the hospital, Robert Drive, Golden Hill Road...etc.).

Under each of the above alternative locations, CLW will consider pedestrian improvements along Russell Road within the Improvement Limits of this study. Such improvements may include an at-grade sidewalk or paved surface with or without a pedestrian barrier/fence/guardrail...etc. Due to the extensive impacts associated with traditional curb & gutter and raised sidewalk(s) such will not be considered within this study.

Task 3 – Design Concept Report

CLW will prepare a Preliminary (~60% study level) and final Design Concept Report (DCR) for this study. The DCR will follow, in general, Appendix B, Guidelines for the Preparation of a Design Concept Report, Arizona Department of Transportation, Local Government Section, October 2004 but will include only applicable portions of what the guideline requires given that the project will likely not be federally funded. The report will include the following:

1. Introduction
2. Background data
3. Project scope
4. Critical outside agency involvement
5. Right-of-way requirements
6. Utility Relocation requirements
7. Seasonal considerations
8. Traffic or other related requirements
9. Design alternatives
10. Design criteria
11. Estimated cost of construction
12. Typical section(s).

With regard to any land acquisition fees, CLW will assume that the County Assessor's valuation for a given location, using an appropriate factor (1.25), will account for land purchase cost. However, fees related to appraisals...etc. will not be included at this time.

CLW will provide to the County one electronic copy of each report submittal.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE OF WORK

The following assumptions were used to prepare this scope of work.

1. Hydrologic and hydraulic analyses will not be considered under this study.
2. Utility, BOS, HOA, and/or Public meetings beyond that described in Task 1. are not required but may be added as an additional service.
3. This project does not require a Traffic Impact Analysis to be undertaken.
4. Study limits, when considering the impacts of changing the traffic pattern to facilitate one-way traffic will not include US 60 or SR 188.
5. Reconstruction of Russell Road will not be required. Any structural improvements along this roadway will consider only minimal pavement removal/replacement as necessary to construct the recommended pedestrian improvements.

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

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

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

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

- 2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

ARTICLE V – SCHEDULE & FEES:

SCHEDULE & FEE

Upon receipt of the Notice to Proceed it is anticipated that completion of this study will take approximately 90 calendar days including a 14-day agency review period of the Preliminary Design Concept Report (submitted after approximately 30 days after the NTP).

Our Professional Fee Schedule for the tasks outlined in the above Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Geotechnical Testing, Coordination & Meetings	\$12,290
2	Alternatives Analysis	\$11,620
3	Design Concept Report	\$6,668
Total		\$30,578

2013
FEE SCHEDULE
(Same as Calendar Year 2008)

Professional

Engineering Technician.....	\$ 45.00
CADD Draftsman.....	\$ 75.00
Designer.....	\$ 88.00
Planner.....	\$ 89.00
Hydrologist.....	\$ 94.00
Project Engineer.....	\$ 105.00
Project Manager.....	\$ 115.00
Project Principal	\$ 130.00

Administrative

Administrative Clerk.....	\$ 27.00
Word Processor/Admin. Support.....	\$ 42.00

Extraordinary reproduction, special printing and any other services performed by a subcontractor, will be billed at cost.

Construction

Construction Observer.....	\$ 70.00
Resident Engineer.....	\$ 105.00
Construction Manager.....	\$ 100.00

Reimbursable In-House Costs (When Approved)

Photo Copies (B & W).....	\$0.07/Each
Thermal Plots.....	\$0.45/S.F.
Color Copies (up to 8.5"x11").....	\$1.50/Each
Mileage(when approved).....	\$0.49/mile
Color Copies (up to 11"x17").....	\$2.50/Each

Court Appearances, Expert Witness Testimony, Depositions and Preparation for Testimony \$220.00 per hour.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – A.R.S. §35-397: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”;
or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$30,578.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant (See Page 9 of this Contract).

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

ARTICLE X – CONTRACT PERIOD: Contract shall be in effect from the date signed by the County Manager to December 30, 2013.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay an amount of not more than \$30,578.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 060713-1
RUSSELL ROAD PEDESTRIAN SAFETY DESIGN CONCEPT**

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.:



Don E. McDaniel, Jr. County Manager 9/15/15



Signature of Consultant

CHARLES L WILLIAMS
Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 051513-1
HAUL ROAD BASE MATERIAL FROM CASTLE DOME

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DalMolin Excavating, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Gila County Roads Department Manager or designee.

All work performed by the Contractor shall be in conformance with industry standards and best practices.

Scope of Work: Refer to attached Request for Quote, Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Request for Quote, Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will haul road base material at a per load rate of Two Hundred Ten dollars and no/100's (\$210.00). The contract amount shall not exceed **\$48,300.00** without prior written approval from the County.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire on August 31, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid pursuant to the Contractors Fee's in Article 1 of this agreement, but in no event shall payment exceed \$48,300.00 without prior written approval of the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

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

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 051315-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/12/13

DALMOLIN EXCAVATING, INC.



Signature

Sy TOMERLIN

Print Name

REQUEST FOR QUOTE 051513-1 GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of hauling road base material from the Castle Dome at FR287B off of Hwy 60 and Pinto Creek Mine Road to Russell Road in Globe, AZ.

Location: Russell Road
Globe, AZ 85501

Scope of Work and Specifications:

- Haul road base materials from Castle Dome pit at FR287B off of Hwy 60 and Pinto Creek Mine Road to approximately 12.4 to 18.2 miles one way from edge of pavement on Russell Road to edge of pavement at Keilner Canyon Road.
- Haul with five belly dumps with a minimum of 22 tons per load for a "not to exceed" amount of 11,000 tons.
- County will provide loader, graders and water trucks.
- Work days will be Monday through Thursday, except County holidays. The first load from the pit will begin at 7:00 A.M., ending with the last load to the job site at 3:30 P.M.
- Quote will be per load, scales are not available.
- Applicable taxes apply and should be shown separately in quote.

QUOTE DUE DATE: Please email or fax quote by, 2:00 P.M., Monday, May 27, 2013 to, Jeannie Sgroi, dsgroi@co.gila.az.us, fax 928-425-7056

Contractor Name: DalMolin Excavating Inc
 Contractor Address: #4 DalMolin Heights, Globe
 Contractor Phone #: 928-425-2256 Email Address: dalmolinexc@mbledone.net
 Contractor Signature: Sy TRL

TOTAL COST FOR HAULING

PER LOAD COST

\$ 210 -

SALES TAX COST

\$ Ø

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.



#4 DalMolin Heights, Globe, AZ 85501

Email: dalmolinexc@cableone.net

Phone: (928) 425-2256

Fax: (928) 425-0385

Ms. Jeanie Sgroi
Gila County Haul
Castledome to Russell Road

On behalf of DalMolin Excavating, Inc., I would like to respectfully thank Gila County for the opportunity to submit a price quote for the hauling of 11,000 ton of granite. We would like to express our interest in working collaboratively with you in safely and successfully accomplishing all objectives relative.

Castledome to Russell Road Assumptions:

- County loader to start loading at 7:00am and finish loading at 3:30pm
- DalMolin Excavating quote is based off 4 loads per day.
- Traffic control will manage traffic in such manner that cycle times are accurate and efficient
- Trucks will unload in a timely manner to ensure 4 loads per day, per truck.
- DalMolin Excavating also has 9 trucks that are 21 ton Super 14 trucks. They are 14 wheel trucks that can spread material just as belly dumps do. Price per load for these trucks to run is \$200.50 (These trucks can make slightly better cycle times due to the ability to turn around in much smaller areas. Only losing 1 ton per load)

Thank you again for the opportunity to submit a price quote.

If you have any questions or need any additional information please don't hesitate to let me know.

Regards,

Sy Tomerlin
Director of Operations
DalMolin Excavating Inc.
(928)812-3679



AMENDMENT NO. 3

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

CONTRACT 070712 ELECTRICAL SERVICE UPGRADE PAYSON SHERIFF'S OFFICE

BURDEN ELECTRIC

On August 03, 2012, Amendment No. 1 was issued, which changed the Bid Submittal due date to August 13, 2012 and removed the requirement for a Contract Performance Bond and a Contract Labor and Material Bond.

On March 27, 2013, Amendment No. 2 was issued to clarify the scope of work which was contracted for in Contract No. 070712.

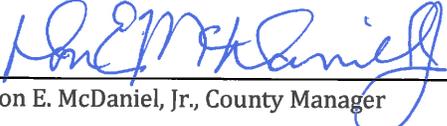
The contract expired November 30, 2012. Due to issues with the Payson Sheriff's Office, APS, and inclement weather, the work has not been completed. Public Works is requesting Amendment No. 3 be issued to extend the contract time to June 30, 2013, to allow enough time for the balance of the original scope of work to be performed.

Amendment No. 3 will extend the contract time for Contract No. 070712 from November 30, 2012 to June 30, 2013.

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 12 day of June, 2013.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

**CONTRACTOR
BURDEN ELECTRIC**



Authorized Signature



Print Name



AMENDMENT NO. 1

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

CONTRACT 030813 ELECTRICAL SERVICE GROUNDING - PAYSON SHERIFF'S OFFICE BURDEN ELECTRIC

On March 19, 2013, Gila County entered into Contract No. 030813, with Burden Electric, for Nine Thousand Two Hundred Seventy-Two dollars and no cents (\$9,272.00) to provide installation of two radio tower grounding systems for the Gila County Payson Jail in Payson, AZ.

Due to budget restraints within the Gila County Sheriff's Office – Payson, the Contractor was requested to remove one of the installation systems and re-submit a quote for the remaining radio tower grounding system.

Amendment No. 1 will change the scope of work from Contract 030813, to only encompass the installation of the New Tower, which is in the amount of Five Thousand, Two Hundred Seventy Two dollars and no cents (\$5,272.00).

The original contract amount for Contract No. 030813, by execution of Amendment No. 1, will decrease the original contract amount by Four Thousand dollars and no cents (\$4,000.00), for a new contract amount of Five Thousand, Two Hundred Seventy Two dollars and no cents (\$5,272.00).

The contract term will expire on May 18, 2013.

Amendment No. 1 will also extend the contract term for Contract No. 030813 from May 18, 2013 to June 30, 2013.

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 12 day of June, 2013.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

**CONTRACTOR
BURDEN ELECTRIC**



Authorized Signature

Eva L Burden

Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 052413
GILA COUNTY JAIL WATER TREATMENT

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Pueblo Mechanical & Controls, Inc.**, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Scope of Work

Contractor shall provide all labor and material to perform water treatment service on the boiler located at the Gila County Jail, 1100 South Street, Globe, Arizona. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

See attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee

See attached "Exhibit A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St, Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor

further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the agreement shall commence on June 20, 2013 and shall remain in effect until June 19, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$2,224.37 for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

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

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 052413 has been duly executed by the parties hereinabove named, on the date and year first above written.

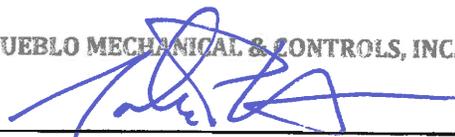
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/12/13

PUEBLO MECHANICAL & CONTROLS, INC.



Authorized Signature

John A. Neuser
Print Name

Date: 6/4/13



(900) 848-9170

PROPOSAL – Gila County Jail Boiler Loop Water Testing & Treatment

From: Pueblo Mechanical and Controls, Inc.

Date: 5/24/13

Attn: Jeannie Sgroi - Contracts Support Specialist
Gila County Finance
1400 E. Ash Street
Globe, AZ 85501
(928) 402-8612, DSgroi@GilaCountyAz.gov

Dear Jeannie,

Pueblo Mechanical and Controls is pleased to provide the following scope for annual water treat of the Gila County Jail boiler loop;

- Test for bacteria and add treatment under normal operating conditions
- Provide testing on an every other month basis [6 tests annually] for the period starting 6/20/13 through 6/19/14
- All tests include written reports/results

We Exclude The Following:

- Repair or replacement of any existing device found inoperable.
- Repair of any leak or water treatment as a result of a major leak

Complete material, service, and labor sub total:	\$2,108.61
Mandated applicable taxes (5.58% - Contractor rate):	\$ 117.76
Bonding (N/A):	\$ 0.00
Total Cost:	\$2,224.37

Note: Progress billing authorized when/if required due to project timeline

All projects over \$50,000 must be individually bonded, projects under this amount are at the discretion of the customer, by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately and we will provide quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Sincerely,

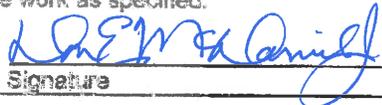
Mark Christensen
520-545-1044 Fax 520-545-1048
Mark1@pueblo-mechanical.com

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

5771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC268482



(900) 840-9170

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.		
Don. E. McDaniel, Jr./County Manager		<u>4/12/13</u>
Name	Signature	Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

8771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176840 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC280482

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GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 060313
COMPRESSOR REPLACEMENT-CLERK OF THE COURT

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pueblo Mechanical & Controls, Inc., of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Manager Director 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 Gila County 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. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

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 dsgroj@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: The term of the Contract shall commence upon award and remain in effect for a period of sixty days.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a fee for completion of the projects as outlined in the Scope of Services. Fee shall include the total bid amount on Attachment "A", of \$3,680.18 plus any refrigerant necessary at \$36.00, plus sales tax per pound. In any event, the total fee of this contract shall not exceed \$5000.00.

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. 060313 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: 4/12/13

PUEBLO MECHANICAL & CONTROLS, INC.



Signature

Bernard Popken
Print Name