

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:

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**REGULAR MEETING - TUESDAY, NOVEMBER 19, 2013 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation of the Officer of the Quarter award by Bradley D. Beauchamp, Gila County Attorney, to Officer Brandon Buckner of the Payson Police Department.
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to adopt Proclamation No. 2013-08, to proclaim November 23, 2013, and the week that follows as a time of prayer and thanksgiving in Gila County in order to recall into proper perspective the true intention of our Thanksgiving holiday. **(Jesse Bryant)**
  - B. Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the State of Arizona by Treasurer's Deed in the year 2013. **(Michael Pastor/Marian Sheppard)**
  - C. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel numbers 206-19-502, 206-21-515, 206-21-517, 206-21-518, 206-21-519, 206-21-520, 206-21-521, 206-21-522, 206-21-523, 206-21-524, 206-21-525, 206-21-526, 206-21-527, 206-21-529, 206-21-531, and 206-22-500. **(Marian Sheppard)**
  - D. Information/Discussion/Action to authorize the submission of a FY 2013-2014 Community Development Block Grant Application to the Arizona Department of Housing to apply for \$300,000 of State Special Project Funds to be used for owner-occupied housing rehabilitation projects for qualified Gila County residents. **(Malissa Buzan)**
  - E. Information/Discussion/Action to approve a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2013 at 1.8%) and instruct staff to implement the payment in accordance with the details outlined in this staff report at a total cost of approximately \$525,000. **(Don McDaniel)**
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. 3 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to add carryover funds to provide Workforce Investment Act (WIA) Adult Services in the amount of \$373,133 for a total contract amount of \$1,095,584.
- B. Approval of Amendment No. 1 to a 2013-2014 Independent Contractor Agreement (Contract No. 07012013-2014) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will allocate additional Utility Repair Replacement Deposit (URRD) funds in the amount of \$48,000, that will be used to provide additional repair and replacement services to eligible families residing in Gila County for the period from July 1, 2013, through June 30, 2014.
- C. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Globe Unified School District No. 1 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2013, through June 30, 2014.
- D. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Miami Area Unified School District No. 40 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2013, through June 30, 2014.
- E. Acknowledgment of the resignation of Ernie Borgoyne from the Pine Creek Canyon Domestic Water Improvement District Governing Board and the appointment of Michael Roberts to complete Ernie Borgoyne's term which expires December 31, 2014.
- F. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #2 - Darlene S. Younker and Payson #4 - Richard M. Williams.
- G. Approval of the following precinct committeeman appointment as submitted by the Gila County Republican Committee: Globe #4 - Sylvia A. Kuras.
- H. Acknowledgment of the September 2013 monthly activity report submitted by the Recorder's Office.
- I. Acknowledgment of the October 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- J. Approval of the October 29, 2013, Board of Supervisors meeting minutes and November 5, 2013, Board of Equalization meeting minutes.
- K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 21, 2013, to October 25, 2013; and October 28, 2013, to November 1, 2013.

- L. Approval of finance reports/demands/transfers for the weeks of November 12, 2013, and November 19, 2013.
- 5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a 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-2108**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

Submitted For: Bradley

Submitted By:

Beauchamp,  
County  
Attorney

Sharon Listiak, Public Agency Courts Liaison,  
County Attorney

Department: County Attorney

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Information

Request/Subject

Presentation of Officer of the Quarter by Bradley D. Beauchamp, Gila County Attorney, to Officer Brandon Buckner of the Payson Police Department.

Background Information

Gila County Attorney Bradley D. Beauchamp selects an officer quarterly for the Officer of the Quarter from the nominations from his staff. The staff nominates an officer for his or her availability for preparation and carrying out prosecution, their reports being complete and readable, court appearances, assistance and cooperation with the attorney of record, and service above and beyond. Two plaques will be presented, one for the officer and one for his or her agency.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Bradley D. Beauchamp, Gila County Attorney, to Officer Brandon Buckner of the Payson Police Department.

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**ARF-2195**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

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

**Department:** Clerk of the Board of Supervisors

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Information

Request/Subject

Adoption of Proclamation No. 2013-08 regarding Thanksgiving.

Background Information

On October 30, 2013, Jesse Bryant, a local citizen, submitted an email request to the County Manager on behalf of the Board of Supervisors to present a proclamation to the Board for consideration, which is in regard to Thanksgiving.

Evaluation

Mr. Bryant would like the Board to designate Saturday, November 23rd, as the day marked by citizens to organize and hold brief ceremonies in the local communities for public prayer and thanksgiving for the past, present, and future kindnesses of Providence on our nation and our community, with the week that follows to be remembered by all citizens as a time of prayer and thanksgiving.

Conclusion

N/A

Recommendation

It is recommended that Jesse Bryant be allowed to present a request to the Board of Supervisors to adopt Proclamation No. 2013-08.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2013-08, to proclaim November 23, 2013, and the week that follows as a time of prayer and thanksgiving in Gila County in order to recall into proper perspective the true intention of our Thanksgiving holiday. **(Jesse Bryant)**

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Attachments

Proclamation No. 2013-08



## PROCLAMATION NO. 2013-08

**A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING NOVEMBER 23, 2013, AND THE WEEK THAT FOLLOWS AS A TIME OF PRAYER AND THANKSGIVING IN GILA COUNTY IN ORDER TO RECALL INTO PROPER PERSPECTIVE THE TRUE INTENTION OF OUR THANKSGIVING HOLIDAY.**

**WHEREAS**, it has been a long standing tradition in our nation as well as the several states, and jurisdictions therein, since the time European colonists first set foot on the shores of the New World until this very year to, as one people and one voice, humbly implore the mercies of Heaven for our individual and corporate transgressions and offer prayers and feasts of Thanksgiving for the generous provisions of Providence; and

**WHEREAS**, bringing into memory such proclamations of the distant and recent past, as President Washington offered, "That we may then all unite in rendering unto him our sincere and humble thanks"; as President Lincoln prayed to "...fervently implore the interposition of the Almighty Hand to heal the wounds of the nation and to restore it as soon as may be consistent with the Divine purposes to the full enjoyment of peace, harmony, tranquility and Union."; as President Kennedy reiterated President Washington's comments of long ago when he urged the people of the new republic to "...beseech Him to pardon our national and other transgressions..." (only eighteen days prior to the brutal preemption of his life and fifty years ago this season); and only last year, President Obama added, "Let us spend this day by lifting up those we love, mindful of the grace bestowed upon us by God and by all who have made our lives richer with their presence."

**NOW, THEREFORE**, we, the members of the Gila County Board of Supervisors, do hereby proclaim Saturday, November 23, 2013, and the week that follows as a time of prayer and thanksgiving by the good people of our honorable county, and we further call upon all our citizens while they enjoy the plenteousness of feasts and the fellowship of loved ones to recall into proper perspective the true intention of our Thanksgiving Holiday. In light of the perplexities of world and national affairs, and the equal desperations shared by our people privately and economically, let us remember to once again beseech the Benevolent Hand of Providence to provide justice and wisdom to our leaders, to give courage and safety to our defenders and protectors, to give cunning and ingenuity to our citizens, and mercy and prosperity to our posterity.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of November 2013.

**ATTEST:**

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Marian Sheppard  
Clerk of the Board

**GILA COUNTY BOARD OF SUPERVISORS:**

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Michael A. Pastor, Chairman

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Tommie C. Martin, Vice-Chairman

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John D. Marcanti, Member

**ARF-2190**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

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

**Department:** Clerk of the Board of Supervisors

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Information

Request/Subject

Board of Supervisors' 2013 Annual Property Tax Sale/Auction of properties deeded to the State of Arizona by the County Treasurer in 2013.

Background Information

Arizona Revised Statutes (A.R.S.) § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona. Every year the Gila County Board of Supervisors conducts a sale/auction of all properties that have been deeded to the State by the Treasurer in the current calendar year. This sale typically takes place in November or December.

A.R.S. § 42-18303 states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town of special taxing district in the county for a public purpose related to transportation or flood control..." On October 22, 2013, the Board of Supervisors authorized the Clerk of the Board to remove one property from the 2013 BOS Annual Property Tax Sale/Auction list, and to collect the money and prepare the paperwork to sell that property to Gila County. Per statutory requirement, the property that was purchased by Gila County will be used for a public purpose related to transportation.

Evaluation

According to state statutes, a list of the properties held by the state by tax deed was prepared on or before the first Monday in November. The list includes a full description of each parcel; name of the former owner, if known; and the total lien amount which includes the total amount of taxes, interest, penalties, fees and costs, including the unpaid charges of the county treasurer and recorder. The list was published on the County's website on November 1, 2013, and advertised in the official newspaper of the County for two weeks prior to the sale/auction; November 6 and 13. The list was also made available to the public at the office of the Board of Supervisors on November 1st.

There are sixteen (16) properties to be sold at the auction, as follows: 101-07-014; 101-07-023; 101-07-024; 101-07-305; 101-12-188-A; 102-13-032-F; 206-06-304-A; 206-21-045-A; 207-15-245; 301-07-009-M; 302-14-021-A; 302-35-005-E' 302-60-199-A; 302-60-200-A; 302-60-205-D; and 304-03-192-A.

### Conclusion

All of the applicable statutory requirements have been met with regard to these newly deeded parcels of land; therefore, it is appropriate for the Board to conduct the sale/auction.

### Recommendation

The Clerk of the Board recommends that a sale/auction of all newly deeded State-owned properties be held during a regular meeting of the Board on Tuesday, November 19, 2013.

### Suggested Motion

Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the State of Arizona by Treasurer's Deed in the year 2013.

**(Michael Pastor/Marian Sheppard)**

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### Attachments

#### 2013 BOS Annual Property Tax Sale/Auction List

Parcel No. 101-07-014

Parcel No. 101-07-023

Parcel No. 101-07-024

Parcel No. 101-07-305

Parcel No. 101-12-188-A

Parcel No. 102-13-032-F

Parcel No. 206-06-304-A

Parcel No. 206-21-045-A

Parcel No. 207-15-245

Parcel No. 301-07-009-M

Parcel No. 302-14-021-A

Parcel No. 302-35-005-E

Parcel No. 302-60-199-A

Parcel No. 302-60-200-A

Parcel No. 302-60-205-D

Parcel No. 304-03-192-A

**GILA COUNTY BOARD OF SUPERVISORS' ANNUAL PROPERTY TAX SALE  
Parcels Deeded to the State of Arizona in 2013**

Pursuant to A.R.S. §42-18301 and §42-18302, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, may sell to the highest bidder the following described real properties held in the name of the State of Arizona by Treasurer's Deed. **THE SUPERVISORS' PROPERTY TAX SALE WILL BE HELD ON NOVEMBER 19, 2013, AT 10:00 A.M. AT THE GILA COUNTY COURTHOUSE, SUPERVISORS' AUDITORIUM, 1400 E. ASH STREET, GLOBE, ARIZONA, AND TELEVISED FROM THE PAYSON COUNTY COMPLEX, 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** All bids must be submitted in person at the time of the sale. No mail-in bids will be accepted. Per Gila County Resolution number 03-06-07, an amount equal to the total lien amount of the property is the minimum acceptable bid. Only cash, cashier's check or a money order will be accepted. **Payment must be made within 48 hours of the date of the sale.** A \$10 fee will also be charged to record the quit claim deed. The Gila County Board of Supervisors reserves the right to accept or reject any or all bids deemed unreasonable or an unfair price.

Prospective purchasers are advised that: 1) ALL SALES ARE FINAL; 2) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 3) EXAMINE PROPERTY BEFORE BIDDING; 4) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 5) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 6) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 7) NO REFUNDS WILL BE MADE.

<b>PARCEL #</b>	<b>PREVIOUS OWNER</b>	<b>LEGAL DESCRIPTION Additional information is in parenthesis, which is not part of the legal description</b>	<b>LIEN AMOUNT(\$)</b>
101-07-014	ROMO, ENRIQUETA	HAYDEN TWNS LOT 1 BLK 2 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E (VACANT LOT AT THE NORTH END OF UTAH AVE. 694 N. UTAH AVE., HAYDEN.)	\$4,034.31
101-07-023	GZJ MARKETING & FINANCE LTD	HAYDEN TWNS LOT 10 BLK 2 HAYDEN TOWNSITE PLAT 170; =0.08 AC SEC 11 T5S R15E (VACANT LOT AT THE CORNER OF UTAH AVE. AND FIFTH AVE. 644 UTAH AVE., HAYDEN.)	\$686.20
101-07-024	GZJ MARKETING & FINANCE LTD	HAYDEN TWNS LOT 11 BLOCK 2 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E; = 0.09 AC (VACANT LOT AT THE CORNER OF UTAH AVE. AND FIFTH AVE. 642 UTAH AVE., HAYDEN)	\$2,547.76
101-07-305	MALLES, CYNTHIA R.	HAYDEN TWNS LOT 38 BLK 27 (22 W. NINTH STREET, HAYDEN)	\$1,706.58
101-12-188-A	RAMOS, LINDA O. RAMOS, ANTHONY M.	WINKELMAN TOWNSITE BLK 24, LOT 5, 6, 7, DKT 323/526A/A 1985 26X64 PALM HARBOR MH VIN AS13694X-U DKT 641/823 (MOBILE HOME ON 316 W. THIRD STREET,	\$4,984.96

		WINKELMAN)	
102-13-032-F	BOYD, J GREGORY & CARLA JEAN	PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B) (COLES WAY OFF OF PINAL VIEW DRIVE, ICE HOUSE CANYON, GLOBE.)	\$1,538.64
206-06-304-A	PREMEAU, FRED ADA	W-1/2 LOT 38 BLK 19 INSPIRATION TWNST SW (EAST RAILROAD STREET OFF HWY. 60, CLAYPOOL.)	\$383.30
206-21-045-A	HARDY, LEONARD W & GERALDINE	LIVE OAK ADD LOT 404 BLK 6 EXC SWLY 54.22X36.03' (RUN DOWN HOUSE OF OFF OF MERRITT ST. AND THE STAIRS OF GLASS CANYON, MIAMI. NO WAY TO GET TO HOUSE FROM STAIRS.)	\$413.40
207-15-245	DANIELS, H B C/O ANGEL BOYD DUGAN	NORTH GLOBE TWNS LOT 2 SEC 26 LOT 18 (HWY 60 TO EUCLID AVE. PAST GLEASON STREET TO EUCLID HILL IS 207-15-180B. PARCEL -245 IS PART OF THIS YARD AND HILLSIDE BEHIND MORALES AT 437 EUCLID AVE., GLOBE.)	\$919.50
301-07-009-M	SAVAGE, MILDRED	WEST 30 FEET OF THE SOUTH 227.10 FEET OF LOT 9, SUMMER HAVEN, PLAT 122, ROS 2250, SE¼SW¼ SEC21 T12N R8E = 0.16AC (OUT OF 301-07-009B) (WEST FOSSIL CREEK ROAD BETWEEN W. DAN'S HWY AND N. PINE DRIVE IN STRAWBERRY)	\$4,564.78
302-14-021-A	ENGLAND, DEBRA R	EAST 25' LOT 21, GERONIMO ESTATES #1, PLAT 241 N½ SEC 20 T11½N R10E = 0.25 AC (OUT OF 302-14-021) [APPREARS TO BE A PARCEL IN SOMEONE'S YARD (LOT -021C) IN GERONIMO ESTATES, PAYSON.]9	\$1,561.67
302-35-005-E	GARDEA, PETER B	PT OF LOT 10 SEC 28 T11N A 60FT X 416.75FT MORE PART DESC AS FOLLOWS BEG AT SE COR OF SEC 28;TH N 89DEG 48MIN 12SEC W 416.75 FT TH ALG THE SELY R/W OF A 66FT ROAD 60FT;TH EAST TO EAST LN OF SEC 28;TH SOUTH 60FT TO POB. 445/461. (APPEARS TO BE W. GRACE LANE OF OFF N. MCLANE ROAD, PAYSON.)	\$3,708.59

302-60-199-A	ELK RUN LLC	TRACT B-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING, PLAT 738 SW¼ SEC 32 T11N R11E = 1.10 AC (OUT OF 302-60-199) (A HILLSIDE WITHIN A CUL-DE-SAC IN HOUSTON CREEK LANDING, STAR VALLEY.)	\$8,527.09
302-60-200-A	ELK RUN LLC	TRACT D-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING, PLAT 738SW¼ SEC 32 T11N R11E = 0.69 AC (OUT OF 302-60-200) (A HILLSIDE BEHIND A WATER TREATMENT PLANT IN HOUSTON CREEK LANDING, STAR VALLEY.)	\$7,625.72
302-60-205-D	ELK RUN LLC	POR TRACT D-1, REPLAT LOTS 60 THRU 91 HOUSTON CREEK LANDING, PLAT 738, EXC COMM COR 20 HES 53; TH N89°48'10"W, 481.79' TO POB; TH N89°48'10"W, 55.0'; TH N50°59'19"E, 70.98'; TH S0°11'50"W, 44.87' TO POB SW¼ SEC 32 T11N R11E = 1.02 AC (OUT OF 302-60-205B) (A CREEK IN HOUSTON CREEK LANDING, STAR VALLEY.)	\$8,272.48
304-03-192-A	FELTMAN, RONALD D & DOROTHY M C/O FELTMAN ELEANOR O	POR OF SOUTH 5' EXCEPTION TO TONTO PLAZA MAP 191, BEG SW COR OF SAID EXCEPTION, THE E ALONG ERLY POR LOT 17 & 18 TO NE COR LOT 18 TH N 5', TH WRLY PARALLEL TO NORTH LINE LOT 18 TO THE WEST LINE OF SAID EXCEPTION, TH S 5' TO POB. SEC 03 T10N R10E; = 263 SQ (THIS PARCEL IS WITHIN TONTO PLAZA. IT APPEARS TO BE A PART OF THE PAVED AREA OF TONTO PLAZA, PAYSON.)	\$435.70

To be published in the Arizona Silver Belt on the following dates: November 6, 2013, and November 13, 2013

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008598 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

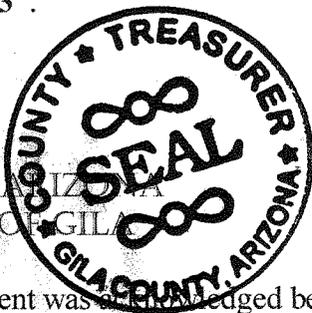
WHEREAS, on the 10<sup>th</sup> day of April, 2013 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19<sup>th</sup> day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101-07-014

DESCRIBED AS : HAYDEN TWNS LOT 1 BLK 2 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E

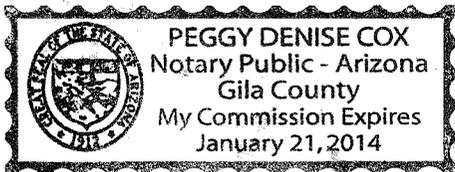
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19<sup>th</sup> day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ROMO ENRIQUETA

HAYDEN TWNS LOT 1 BLK 2 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E

PO BOX 72  
HAYDEN AZ 85135

Parcel ID: 101-07-014

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	110	Tax	\$286.62	\$0.00	\$0.00	\$22.93	\$0.00	\$309.55
2011	111	Tax	\$345.64	\$0.00	\$17.28	\$82.95	\$0.00	\$445.87
2010	112	CP State Iss	\$335.72	\$335.72	\$26.79	\$134.29	\$0.00	\$496.80
2009	112	CP State Iss	\$422.12	\$422.12	\$31.11	\$236.39	\$0.00	\$689.62
2008	455	CP State Iss	\$315.84	\$315.84	\$25.79	\$225.30	\$0.00	\$566.93
2007	112	CP State Iss	\$387.56	\$387.56	\$29.38	\$341.06	\$0.00	\$758.00
2006	113	CP State Iss	\$238.06	\$238.06	\$21.90	\$247.58	\$0.00	\$507.54
2005	112	CP Investor C	\$515.90	\$653.00	\$0.00	\$661.71	\$0.00	\$1,314.71
2004	111	CP Investor C	\$605.52	\$860.72	\$0.00	\$872.20	\$0.00	\$1,732.92
2003	110	CP Investor C	\$807.26	\$1,271.63	\$0.00	\$1,288.59	\$0.00	\$2,560.22
2002	110	CP Investor C	\$641.58	\$1,116.38	\$0.00	\$1,131.27	\$0.00	\$2,247.65
2001	110	CP Investor C	\$616.10	\$662.27	\$0.00	\$1,174.43	\$0.00	\$1,836.70
2000	110	CP Investor C	\$579.20	\$718.55	\$0.00	\$1,312.55	\$0.00	\$2,031.10
1999	110	CP Investor C	\$527.50	\$624.85	\$20.00	\$1,141.39	\$0.00	\$1,786.24
1998	112	Tax	\$369.10	\$0.00	\$0.00	\$24.61	\$393.71	\$0.00
1997	108	Tax	\$335.36	\$0.00	\$0.00	\$6.71	\$342.07	\$0.00
1996	105	Tax	\$293.58	\$0.00	\$0.00	\$11.74	\$305.32	\$0.00
1995	105	Tax	\$235.64	\$0.00	\$0.00	\$29.85	\$265.49	\$0.00
			<b>\$7,858.30</b>	<b>\$7,606.70</b>	<b>\$172.25</b>	<b>\$8,945.55</b>	<b>\$1,306.59</b>	<b>\$17,283.85</b>

*99 03 23 007*

1999-2005  
C.P. Holder  
Useless Properties LLC

Taxes 2331.56  
Int. 1290.50  
Fees 162.25  
Dues/Fees 200.00

2006-2012  
3774.31  
10.00 (II)  
200.00 (Dues Fee)

3984.31  
+ 50.00 Clerk's Admin. Fee

3984.31

\$4,034.31

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

**Gila County, Arizona**

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Romo Enriqueta**

and situated in Gila County, Arizona:

**PARCEL # 101-07-014**

**Legal Description: HAYDEN TWNS LOT 1 BLK 2 HAYDEN TOWNSITE PLAT  
170, SEC 11 T5S R15E**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **3984.31**  
as represented in Tax Sale Certificate No. **08-031179**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona



101-07-014

101-07-014



694 N Utah Ave

Hayden

"No Structure"

Gila County GIS Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2012/mapviewerajax/?WEBLAYOUT=Library//GilaCounty/W

101-07-014

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4Fri
- Imagery

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 510409.688361, Y: 730168.327240 (FOOT) 1 County Roads selected 1: 1423.40 981.06 x 617.79 (ft) Powered by Infrastructure Map Server

Done Internet 100% 8:46 AM

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008599 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101-07-023

DESCRIBED AS : HAYDEN TWNS LOT 10 BLK 2 HAYDEN TOWNSITE PLAT 170; =0.08 AC SEC 11 T5S R15E

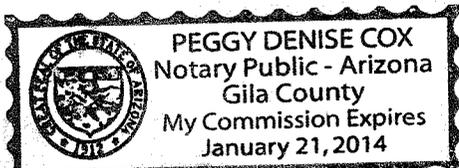
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Tuesday, January 15, 2013

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

GZJ MARKETING & FINANCE LTD

LOT 10 BLOCK 2 HAYDEN TOWNSITE PLAT 170; =0.08 AC SEC 11 T5S R15E

PO BOX 33184

PHOENIX AZ 85067

Parcel ID: 101-07-023

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	117	Tax	\$52.24	\$0.00	\$0.00	\$6.26	\$0.00	\$58.50
2011	118	Tax	\$29.32	\$0.00	\$5.00	\$8.20	\$0.00	\$42.52
2010	119	CP State Iss	\$28.48	\$28.48	\$15.00	\$12.54	\$0.00	\$56.02
2009	119	CP State Iss	\$35.78	\$35.78	\$15.00	\$21.46	\$0.00	\$72.24
2008	462	CP State Iss	\$26.78	\$26.78	\$15.00	\$20.00	\$0.00	\$61.78
2007	119	CP State Iss	\$32.88	\$32.88	\$15.00	\$30.24	\$0.00	\$78.12
2006	120	CP State Iss	\$20.20	\$20.20	\$15.00	\$21.82	\$0.00	\$57.02
2005	119	CP Redeeme	\$43.78	\$0.00	\$5.00	\$4.66	\$53.44	\$0.00
2004	118	CP Redeeme	\$51.36	\$0.00	\$10.00	\$10.96	\$72.32	\$0.00
2003	117	CP Redeeme	\$66.48	\$0.00	\$20.00	\$24.82	\$111.30	\$0.00
2002	117	CP Redeeme	\$52.60	\$0.00	\$20.00	\$28.06	\$100.66	\$0.00
2001	117	CP Redeeme	\$50.20	\$0.00	\$39.00	\$34.80	\$124.00	\$0.00
2000	117	Tax	\$48.42	\$0.00	\$0.00	\$0.00	\$48.42	\$0.00
1999	118	Tax	\$105.82	\$0.00	\$0.00	\$2.82	\$108.64	\$0.00
1998	120	Tax	\$68.84	\$0.00	\$5.00	\$4.13	\$77.97	\$0.00
1997	116	Tax	\$64.14	\$0.00	\$0.00	\$0.86	\$65.00	\$0.00
1996	113	Tax	\$58.46	\$0.00	\$0.00	\$0.00	\$58.46	\$0.00
1995	113	Tax	\$52.04	\$0.00	\$0.00	\$0.00	\$52.04	\$0.00
			<b>\$887.82</b>	<b>\$144.12</b>	<b>\$179.00</b>	<b>\$231.63</b>	<b>\$872.25</b>	<b>\$426.20</b>

Taxes 225.68  
 Int. 120.52  
 Fees 90.00  
 Misc Fees 200.00  


---

 636.20

2006-2012  
 426.20  
 10.00 (11)  
 200.00 (Quar)

Clerk's Admin. fee: 636.20  
 50.00  
 \$ 686.20

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**GZJ Marketing**  
and situated in Gila County, Arizona:  
**PARCEL # 101-07-023**

**Legal Description: HAYDEN TWNS LOT 10 BLK 2 HAYDEN TOWNSITE  
PLAT 170; =0.08 AC SEC 11 T55 R15E**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **636.20**  
as represented in Tax Sale Certificate No. **08-031183**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**. I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona

101-07-023





101-07-023



101-07. 023/024

644 Utah Ave Hayden Vacant

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2012/mapviewer.aspx?WEBLAYOUT=Library://GilaCounty/W

101-07-023

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FRI
- Imagery

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 510409.688351, Y: 730168.327240 (FOOT) 1 County Roads selected 1: 1423.40 661.05 x 617.79 (ft) Powered by Infrastructure Map Server

Done Internet 100%

start Inbox - Microsoft Out... Arizona Tax Accounti... RealWare Gila County GIS - Win... 8:46 AM

101-07-022B

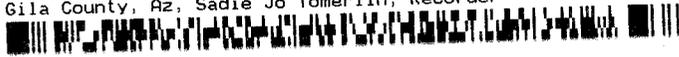
Ron Lopez

520-356-7175

658 N Utah Ave

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008600 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az. Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101-07-024

DESCRIBED AS : HAYDEN TWNS LOT 11 BLK 2 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E; = 0.09 AC

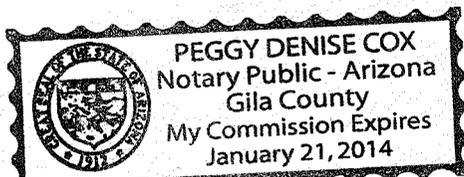
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

GZJ MARKETING & FINANCE LTD

LOT 11 BLOCK 2, HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E; = 0.09 AC

PO BOX 33184

PHOENIX AZ 85067

Parcel ID: 101-07-024

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	118	Tax	\$224.44	\$0.00	\$0.00	\$17.96	\$0.00	\$242.40
2011	119	Tax	\$201.94	\$0.00	\$10.10	\$48.46	\$0.00	\$260.50
2010	120	CP State Iss	\$196.16	\$196.16	\$19.81	\$78.47	\$0.00	\$294.44
2009	120	CP State Iss	\$246.66	\$246.66	\$22.33	\$138.13	\$0.00	\$407.12
2008	463	CP State Iss	\$184.56	\$184.56	\$19.23	\$131.65	\$0.00	\$335.44
2007	120	CP State Iss	\$226.48	\$226.48	\$21.32	\$199.30	\$0.00	\$447.10
2006	121	CP State Iss	\$139.12	\$139.12	\$16.96	\$144.68	\$0.00	\$300.76
2005	120	CP Redeeme	\$301.46	\$0.00	\$5.00	\$20.10	\$326.56	\$0.00
2004	119	CP Redeeme	\$353.84	\$0.00	\$22.69	\$61.33	\$437.86	\$0.00
2003	118	CP Redeeme	\$471.50	\$0.00	\$38.58	\$157.16	\$667.24	\$0.00
2002	118	CP Redeeme	\$374.86	\$0.00	\$33.74	\$184.93	\$593.53	\$0.00
2001	118	CP Redeeme	\$361.70	\$0.00	\$62.09	\$236.31	\$660.10	\$0.00
2000	118	Tax	\$342.66	\$0.00	\$0.00	\$0.00	\$342.66	\$0.00
1999	119	Tax	\$313.04	\$0.00	\$0.00	\$20.87	\$333.91	\$0.00
1998	121	Tax	\$219.52	\$0.00	\$5.49	\$13.17	\$238.18	\$0.00
1997	117	Tax	\$249.12	\$0.00	\$0.00	\$8.30	\$257.42	\$0.00
1996	114	Tax	\$215.22	\$0.00	\$0.00	\$5.75	\$220.97	\$0.00
1995	114	Tax	\$177.30	\$0.00	\$0.00	\$7.09	\$184.39	\$0.00
			<b>\$4,799.58</b>	<b>\$992.98</b>	<b>\$277.34</b>	<b>\$1,473.66</b>	<b>\$4,262.82</b>	<b>\$2,287.76</b>

Taxes 1419.36  
 Int 758.65  
 Fees 119.75  
 Deas Fees 200.00  
2497.76

2006-2012  
 2287.76  
 10.00 (11)  
 200.00 (Deas Fee)  
2497.76

Clerk Admin. fee 50.00  
\$ 2547.76

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**GZJ Marketing**  
and situated in Gila County, Arizona:  
**PARCEL # 101-07-024**

**Legal Description: HAYDEN TWNS LOT 11 BLK 2 HAYDEN TOWNSITE  
PLAT 170, SEC 11 T5S R15E; = 0.09 AC**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **2497.76**  
as represented in Tax Sale Certificate No. **08-031184**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona

101-07-024





101-07-024

642 Utah Ave

Hayden

Gila County GIS Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver/2010/mapserver/rajs/?WESLAYOUT=Library//GilaCounty/w

101-07-024

**Layers**

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FRI
- Imagery

**Properties**

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 510409.688361, Y: 730168.327240 (FOOT) 1 County Roads selected 1: 1423.40 981.06 x 817.79 (ft) Powered by Infrastructure Map Server

Done Internet 100%

start Inboxes - Microsoft Outlook Arizona Tax Accounts RealWare Gila County GIS - Win... 8:46 AM

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008601 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10<sup>th</sup> day of April, 2013 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19<sup>th</sup> day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101-07-305

DESCRIBED AS : HAYDEN TWNS LOT 38 BLK 27

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19<sup>th</sup> day of July, 2013.



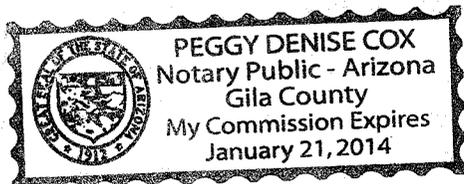
*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

*Peggy Denise Cox*  
Notary Public

My Commission Expires: 1-21-2014



Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

MALLES CYNTHIA R

HAYDEN TWNS LOT 38 BLK 27

PO BOX 123

HAYDEN AZ 85135

Parcel ID: 101-07-305

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	412	Tax	\$108.30	\$0.00	\$0.00	\$8.67	\$0.00	\$116.97
2011	417	Tax	\$132.72	\$0.00	\$6.64	\$31.85	\$0.00	\$171.21
2010	418	CP State Iss	\$128.60	\$128.60	\$16.43	\$51.44	\$0.00	\$196.47
2009	418	CP State Iss	\$172.04	\$172.04	\$18.60	\$96.34	\$0.00	\$286.98
2008	761	CP State Iss	\$120.36	\$120.36	\$16.02	\$85.85	\$0.00	\$222.23
2007	419	CP State Iss	\$142.36	\$142.36	\$17.12	\$125.28	\$0.00	\$284.76
2006	421	CP State Iss	\$73.54	\$73.54	\$15.00	\$79.42	\$0.00	\$167.96
2005	421	CP Redeeme	\$180.44	\$220.74	\$19.02	\$187.66	\$387.12	\$0.00
2004	420	Tax	\$206.08	\$0.00	\$0.00	\$4.12	\$210.20	\$0.00
2003	419	Tax	\$122.74	\$0.00	\$6.14	\$19.64	\$148.52	\$0.00
2002	419	Tax	\$97.12	\$0.00	\$0.00	\$0.00	\$97.12	\$0.00
2001	419	Tax	\$92.62	\$0.00	\$0.00	\$0.00	\$92.62	\$0.00
2000	419	Tax	\$89.38	\$0.00	\$0.00	\$0.00	\$89.38	\$0.00
1999	420	Tax	\$81.98	\$0.00	\$0.00	\$0.00	\$81.98	\$0.00
1998	422	Tax	\$59.52	\$0.00	\$0.00	\$0.00	\$59.52	\$0.00
1997	418	Tax	\$56.78	\$0.00	\$0.00	\$0.00	\$56.78	\$0.00
1996	415	Tax	\$230.58	\$0.00	\$0.00	\$0.00	\$230.58	\$0.00
1995	415	Tax	\$184.50	\$0.00	\$0.00	\$0.00	\$184.50	\$0.00
1994	416	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1992	419	CP Investor C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$2,279.66	\$857.64	\$114.97	\$690.27	\$1,638.32	\$1,446.58

Taxes 877.92  
 Int 478.85  
 Fees 99.81  
 Misc Fees 200.00  


---

 1656.58

2006 - 2012  
 1446.58  
 10.00 (11)  
 200.00 (Misc Fee)  


---

 1656.58

Clerk Admin. fee 50.00  


---

 \$ 1706.58

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Males Cynthia R**

and situated in Gila County, Arizona:

**PARCEL # 101-07-903**

**Legal Description: HAYDEN TWNS LOT 38 BLK 27**

which on the **13** th day of **February 2008** was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to **\$ 1656.58**  
as represented in Tax Sale Certificate No. **08-031215**

If redemption according to law be not made before the **19** th day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona

101-07-305





101-07-305

Cynthia R. Males

22 W. 9th Street. Hayden

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapcarver2010/mapviewer.aspx?WEBLAYOUT=Library./GilaCounty/W

Gila County GIS

101-07-305

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FRI
- Imagery

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 509303.541081, Y: 730827.398176 (IFOOT) 1 County Roads selected 1: 421.75 290.68 x 183.05 (ft) Powered by Infrastructure Map Server

Done Internet 100%

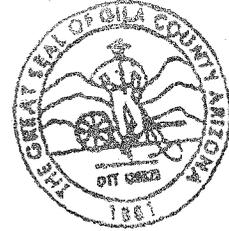
start | Inbox - Microsoft ... | Arizona Tax Accou ... | RealWare | Gila County GIS ... | Document1 - Micro ... | 9:34 AM

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008602 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101-12-188-A

DESCRIBED AS : WINKELMAN TOWNSITE BLK 24, LOT 5,6,7, DKT 323/526A/A 1985  
26X64 PALM HARBOR MH VIN AS13694X-U DKT 641/823

IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .

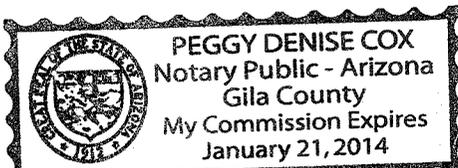


*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1 - 21 - 2014



Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

RAMOS ANTHONY M RAMOS LIN

WINKELMAN TOWNSITE BLK 24, LOT 5,6,7, DKT 323/526A/A 1985  
26X64 PALM HARBOR MH VIN AS13694X-U DKT 641/823

13528 W KEIM DR  
LITHCHFIELD PARK AZ 85340

Parcel ID: 101-12-188-A

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	798	Tax	\$609.60	\$0.00	\$0.00	\$48.77	\$0.00	\$658.37
2011	808	Tax	\$496.64	\$0.00	\$24.83	\$119.19	\$0.00	\$640.66
2010	808	CP State Iss	\$482.36	\$482.36	\$34.12	\$192.94	\$0.00	\$709.42
2009	809	CP State Iss	\$452.28	\$452.28	\$32.61	\$253.27	\$0.00	\$738.16
2008	1152	CP State Iss	\$453.18	\$453.18	\$32.66	\$323.27	\$0.00	\$809.11
2007	810	CP State Iss	\$556.94	\$556.94	\$37.85	\$490.10	\$0.00	\$1,084.89
2006	812	CP State Iss	\$342.08	\$48.55	\$10.00	\$25.80	\$0.00	\$84.35
2005	812	Tax	\$741.30	\$0.00	\$19.32	\$152.51	\$913.13	\$0.00
2004	811	Tax	\$879.58	\$0.00	\$43.98	\$166.01	\$1,089.57	\$0.00
2003	810	Tax	\$1,086.82	\$0.00	\$64.34	\$362.27	\$1,513.43	\$0.00
2002	810	Tax	\$860.00	\$0.00	\$0.00	\$34.40	\$894.40	\$0.00
2001	810	Tax	\$816.24	\$0.00	\$50.81	\$163.25	\$1,030.30	\$0.00
2000	810	Tax	\$785.78	\$0.00	\$0.00	\$62.86	\$848.64	\$0.00
1999	804	Tax	\$720.32	\$0.00	\$46.02	\$172.88	\$939.22	\$0.00
1998	806	Tax	\$594.06	\$0.00	\$39.70	\$237.62	\$871.38	\$0.00
1997	802	CP Redeeme	\$497.56	\$1,742.77	\$5.00	\$39.80	\$542.36	\$0.00
1996	893	CP Redeeme	\$473.28	\$1,742.77	\$33.66	\$82.04	\$588.98	\$0.00
1995	893	CP Redeeme	\$412.50	\$554.35	\$10.00	\$16.22	\$438.72	\$0.00
1994	894	CP Investor C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			<b>\$11,260.52</b>	<b>\$6,033.20</b>	<b>\$484.90</b>	<b>\$2,943.20</b>	<b>\$9,670.13</b>	<b>\$4,724.96</b>

Taxes 3099.55  
 Int 1453.34  
 Fees 182.07  
 Inas Fees 200.00  
4934.96

2006-2012  
 4724.96  
 10.00 (11)  
 200.00 (Inas. Fee)  
4934.96

Clerk Admin. fee: 50.00

\$4984.96

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

**Gila County, Arizona**

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Ramos Anthony M & Linda O**  
and situated in Gila County, Arizona:  
**PARCEL # 101-12-188-A**

**Legal Description: WINKELMAN TOWNSITE BLK 24, LOT 5,6,7, DKT  
323/526A/A 1985 26X64 PALM HARBOR MH VIN AS13694X-U DKT  
641/823**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **4934.96**  
as represented in Tax Sale Certificate No. **08-031241**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**. I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona

101-12-188A

316

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

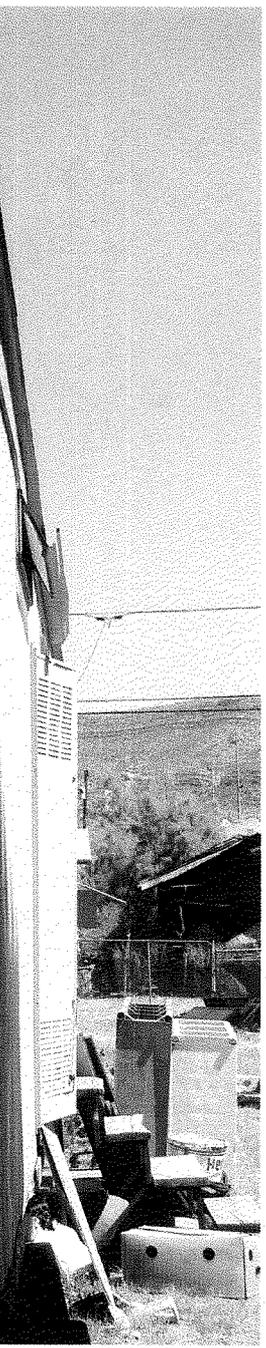
**TREASURER'S OFFICE**  
314 South Street  
San Francisco, California 94107

FOR MORE INFORMATION, CONTACT THE OFFICE OF THE  
TREASURER AT (415) 376-2200 OR VISIT THE WEBSITE  
WWW.SF.TREASURER.CA.GOV

IF YOU ARE INTERESTED IN PURCHASING THIS PROPERTY,  
PLEASE CONTACT THE OFFICE OF THE TREASURER AT  
(415) 376-2200 OR VISIT THE WEBSITE  
WWW.SF.TREASURER.CA.GOV

FOR MORE INFORMATION, CONTACT THE OFFICE OF THE  
TREASURER AT (415) 376-2200 OR VISIT THE WEBSITE  
WWW.SF.TREASURER.CA.GOV

FOR MORE INFORMATION, CONTACT THE OFFICE OF THE  
TREASURER AT (415) 376-2200 OR VISIT THE WEBSITE  
WWW.SF.TREASURER.CA.GOV

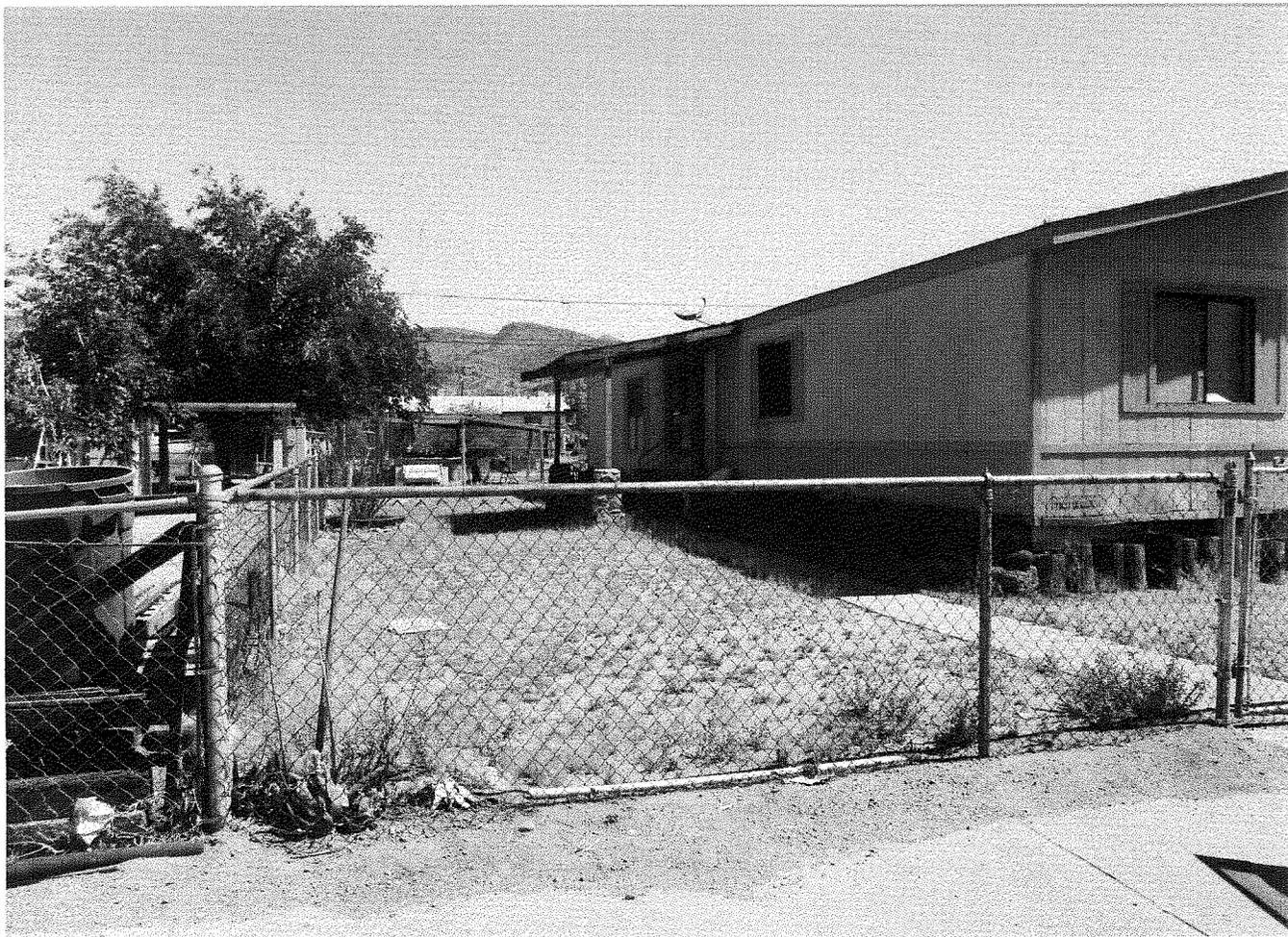


101-12-188A



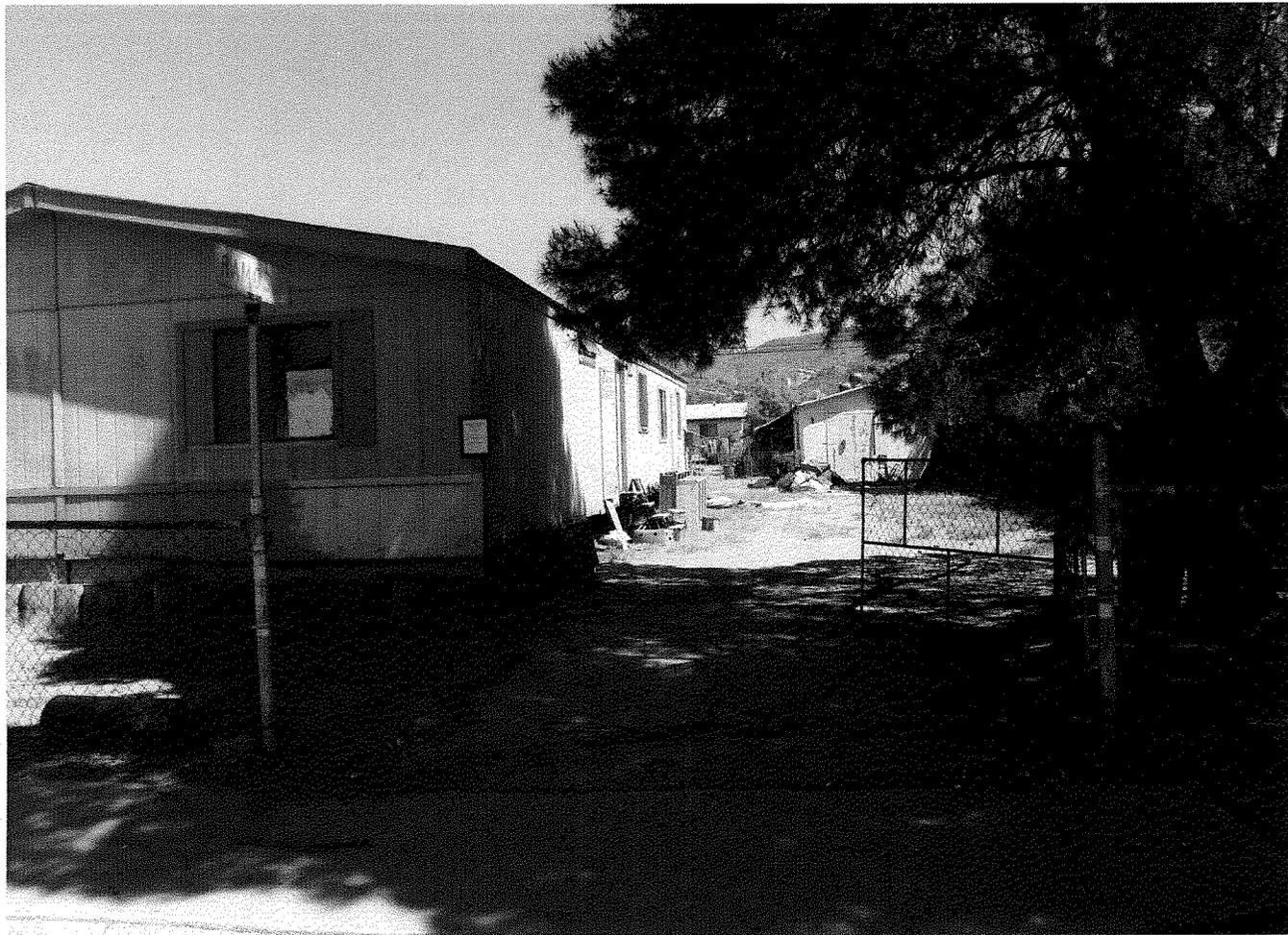


101-12-188 A



101-12188 A

101-12-188A



101-12.188 A



316 W. Third St.

Winkelman

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2010/mapviewer.aspx?WEBLAYOUT=Library//GilaCounty/W...

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FRI
- Imagery

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

101-12-188A

THIRD ST P

RANDALL AVE P

GIFFEN AVE P

AZ 177 P

AZ 177 P

X: 514220.991883, Y: 723604.434686 (FOOT) 1 County Roads selected 1: 1423.40 981.06 x 617.79 (ft) Powered by Infrastructure Map Server

Done Internet 100%

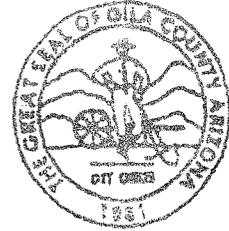
start | Inboxes - Microsoft O... | Arizona Tax Account... | RealWare | Gila County GIS - W... | Document1 - Micros... | 10:00 AM

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008603 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az; Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 102-13-032-F

DESCRIBED AS : PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

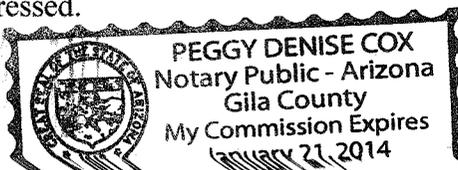
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

BOYD J GREGORY & CARLA JEAN

PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

PO BOX 30715  
FLAGSTAFF AZ 86003

**Parcel ID: 102-13-032-F**

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	1320	Tax	\$119.00	\$0.00	\$0.00	\$9.52	\$0.00	\$128.52
2011	1348	Tax	\$118.12	\$0.00	\$5.91	\$28.35	\$0.00	\$152.38
2010	1338	CP State Iss	\$109.52	\$109.52	\$15.48	\$43.07	\$0.00	\$168.07
2009	1342	CP State Iss	\$98.16	\$98.16	\$15.00	\$58.90	\$0.00	\$172.06
2008	1684	CP State Iss	\$100.94	\$100.94	\$15.05	\$72.00	\$0.00	\$187.99
2007	1345	CP State Iss	\$105.70	\$105.70	\$15.29	\$93.01	\$0.00	\$214.00
2006	1339	CP State Iss	\$117.52	\$117.52	\$15.88	\$122.22	\$0.00	\$255.62
2005	1335	Tax	\$133.46	\$0.00	\$0.00	\$1.78	\$135.24	\$0.00
			<b>\$902.42</b>	<b>\$531.84</b>	<b>\$82.61</b>	<b>\$428.85</b>	<b>\$135.24</b>	<b>\$1,278.64</b>

Taxes 768.96  
 Int 427.07  
 Fees 92.61  
 Deas fees 200.00  
1488.64

2006-2012  
 1278.64  
 10.00 (11)  
 200.00 (Deas fee)  
1488.64  
 Clerk Admin. fee: \$50.00  
\$1,538.64

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Boyd Carla Jean**

and situated in Gila County, Arizona:

**PARCEL # 102-13-032-F**

**Legal Description: PARCEL OF LAND USED AS EASEMENT FOR INGRESS  
AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S  
R15E;0.79AC (OUT OF 102-13-032B)**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **1488.64**  
as represented in Tax Sale Certificate No. **08-031245**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona

102.13.032F (Coles Way)

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that the **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Royd Cole Tenn**

PARCEL # 102.13.032F

**Legal Description: PARCEL OF LAND USED AS CEMENT FOR INGRESS  
AND EGRESS AND PUBLIC UTILITIES FOR RCD 1323 HWY/A SEC13 T1E  
R1E/4TH/4AC (OUT OF 102.13-0318)**

which on the **11th** day of **February 2009** was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to **\$ 1408.44**  
as represented by Tax Sale Certificate No. **08-031242**

It is further noted according to law that should before the **15th** day of  
**July 2013** I will convey said premises to said applicant  
of the amount.

**Debra Swartz**

Treasurer of Gila County, Arizona

102.13-032F.

(Coles Way)





Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/maps/2012/mapviewer.aspx?PWEBLAYOUT=Library//GilaCounty/W

File Edit View Favorites Tools Help

Gila County GIS

102-13-032 F

**Layers**

- Bonita Creek 2011
- Christopher Creek 2007
- Deer Creek 2011
- Deer Farm 2011
- Dripping Springs 2011
- East Verde Estates 2011
- El Capitan 2011
- Gisela 2010
- Gisela 2005
- Globe-Miami 2011
- Globe-Miami 2005
- Hayden Winkelman 2011

**Properties**

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 513103.246730, Y: 664505.552694 (iFOOT) | 1 County Roads selected | 1: 948.93 | 654.04 x 411.86 (ft) | Powered by Infrastructure Map Server

Done | Internet | 100%

start | Inbox - Microsoft O... | Arizona Tax Account... | RealWare | Gila County GIS - W... | Document1 - Micros... | 10:09 AM

05-13-13

Posting in Globe, Az

Parcel 102-13-032 F

Coles Way off of Pinal View Drive. Ice House Canyon

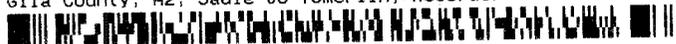
Our notes on this parcel:06-12-2007 PDC OWNER NOT INTERESTED EASEMENT WITH UTILITIES - OWNER CAME IN ON 6/12/07 SAID THAT THIS IS A INGRESS/EGRESS WITH UTILITIES SEE LEGAL DISCRPTION. HE IS NO LONGER INTERESTED IN THIS PROPERTY WE SAID WE COULD NOT DO ANYTHING FOR 7 YEARS PULL TAX BILL DO NOT SELL CP ON THIS PROPERTY.

12-29-11 TLP WANDA IN ASSESSORS IS INTERESTED WHEN DEEDED IT IS NEXT TO MOTHERS HOUSE ROAD

PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008604 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10<sup>th</sup> day of April, 2013 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19<sup>th</sup> day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 206-06-304-A

DESCRIBED AS : W-1/2 LOT 38 BLK 19 INSPIRATION TWNST SW

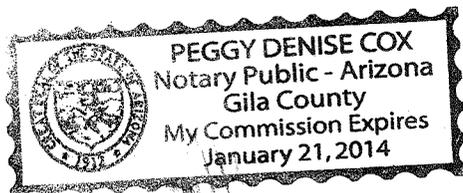
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19<sup>th</sup> day of July, 2013.



*Debora Savage*  
\_\_\_\_\_  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

PREMEAU FRED ADA

W-1/2 LOT 38 BLK 19 INSPIRATION TWNST SW SW SEC 21 TIN R15E; INC THE N 15' ALLEY S OF W-1/2 LOT 38; APPROX 0.07 AC M/L

7971 N 53RD AVE APT 116  
GLENDALE AZ 85301

Parcel ID: 206-06-304-A

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	7116	Tax	\$4.28	\$0.00	\$0.00	\$0.52	\$0.00	\$4.80
2011	7264	Tax	\$3.94	\$0.00	\$5.00	\$1.10	\$0.00	\$10.04
2010	7052	CP State Iss	\$3.74	\$3.74	\$15.00	\$1.64	\$0.00	\$20.38
2009	7164	CP State Iss	\$3.74	\$3.74	\$15.00	\$2.24	\$0.00	\$20.98
2008	7616	CP State Iss	\$3.66	\$3.66	\$15.00	\$2.74	\$0.00	\$21.40
2007	7201	CP State Iss	\$3.72	\$3.72	\$15.00	\$3.42	\$0.00	\$22.14
2006	7087	CP State Iss	\$4.12	\$4.12	\$15.00	\$4.44	\$0.00	\$23.56
2005	6983	Tax	\$4.02	\$0.00	\$0.00	\$0.06	\$4.08	\$0.00
2004	6937	Tax	\$4.08	\$0.00	\$5.00	\$0.82	\$9.90	\$0.00
2003	6898	Tax	\$4.96	\$0.00	\$0.00	\$0.00	\$4.96	\$0.00
2002	6798	Tax	\$4.48	\$0.00	\$0.00	\$0.00	\$4.48	\$0.00
2001	6775	Tax	\$4.68	\$0.00	\$0.00	\$0.00	\$4.68	\$0.00
2000	6710	Tax	\$4.26	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00
1999	6648	Tax	\$3.84	\$0.00	\$0.00	\$0.00	\$3.84	\$0.00
1998	6507	Tax	\$3.88	\$0.00	\$0.00	\$0.00	\$3.88	\$0.00
1997	6323	Tax	\$4.56	\$0.00	\$0.00	\$0.00	\$4.56	\$0.00
1996	6154	Tax	\$3.76	\$0.00	\$0.00	\$0.00	\$3.76	\$0.00
1995	6036	Tax	\$4.02	\$0.00	\$0.00	\$0.00	\$4.02	\$0.00
			\$73.74	\$18.98	\$85.00	\$16.98	\$52.42	\$123.30

Taxes 27.20  
 Int 16.10  
 Fees 90.00  
 Inas Fees 200.00  
333.30

Clerk Admin fee:

2006-2012  
 123.30  
 10.00 (11)  
 200.00 Inas Fee  
333.30  
 50.00  
\$383.30

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Prineau Fred Ada**  
and situated in Gila County, Arizona:  
**PARCEL # 206-06-394-A**

**Legal Description: W-1/2 LOT 36 BLK 19 INSPIRATION TWNST SW**  
which on the **13 th** day of **February** **2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to **\$ 333.30**  
as represented in Tax Sale Certificate No. **08-031359**

If redemption according to law be not made before the **19 th** day of  
**July** **2013** I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona

206-06-304 A





206-0b-304A

206-06-304 A



Gila County GIS - Windows Internet Explorer

http://gis-inc.gilacountyaz.gov/mapserver/2010/imapviewer/aj/?WEBLAYOUI=Library://GilaCounty/W

206-06-304 A

**Layers**

- Bonita Creek 2011
- Christopher Creek 2007
- Deer Creek 2011
- Deer Farm 2011
- Dripping Springs 2011
- East Verde Estates 2011
- El Capitan 2011
- Gisela 2010
- Gisela 2005
- Globe-Miami 2011
- Globe-Miami 2005
- Hayden Winkelman 2011

**Properties**

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 493927.437828, Y: 677015.516150 (FOOT)    1 County Roads selected    1: 421.75    290.66 x 163.05 (ft)    Powered by Infrastructure Map Server

Done    Internet    100%

start    Inbox - Microsoft    Arizona Tax Accou...    RealWare    2 Internet Explorer    Document1 - Micro...    10:51 AM

05-13-13

Posting in Claypool, Az

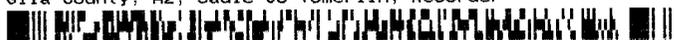
Parcel 206-06-304 A

E. Railroad Street

Off of Hwy 60 turned up South Old Oak Street passed the r/w tracks turned right on to East Railroad Street ( 1 vehicle road) property sits above the road. Rail road street is NOT a thru street. What we determined was that the remains of the yard of this parcel are what we posted.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008605 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 206-21-045-A

DESCRIBED AS : LIVE OAK ADD LOT 404 BLK 6 EXC SWLY 54.22X36.03'

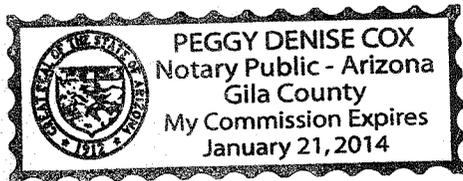
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

HARDY LEONARD W & GERALDINE LIVE OAK ADD LOT 404 BLK 6 EXC SWLY 54.22X36.03' DKT 106/379 DKT 185/171

PO BOX 3041 APACHE JUNCTION AZ 85117

Parcel ID: 206-21-045-A

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	8479	Tax	\$7.06	\$0.00	\$0.00	\$0.84	\$0.00	\$7.90
2011	8640	Tax	\$6.44	\$0.00	\$5.00	\$1.80	\$0.00	\$13.24
2010	8421	CP State Iss	\$6.26	\$6.26	\$15.00	\$2.76	\$0.00	\$24.02
2009	8541	CP State Iss	\$6.14	\$6.14	\$15.00	\$3.68	\$0.00	\$24.82
2008	9010	CP State Iss	\$6.54	\$6.54	\$15.00	\$4.88	\$0.00	\$26.42
2007	8606	CP State Iss	\$6.38	\$6.38	\$15.00	\$5.86	\$0.00	\$27.24
2006	8492	CP State Iss	\$7.10	\$7.10	\$15.00	\$7.66	\$0.00	\$29.76
2005	8390	Tax	\$7.00	\$0.00	\$0.00	\$0.00	\$7.00	\$0.00
2004	8354	Tax	\$7.04	\$0.00	\$0.00	\$0.66	\$7.70	\$0.00
2003	8314	Tax	\$8.28	\$0.00	\$0.00	\$0.00	\$8.28	\$0.00
2002	8217	Tax	\$7.56	\$0.00	\$0.00	\$0.00	\$7.56	\$0.00
2001	8192	Tax	\$7.94	\$0.00	\$0.00	\$0.00	\$7.94	\$0.00
2000	8117	Tax	\$7.50	\$0.00	\$0.00	\$0.80	\$8.30	\$0.00
1999	8055	Tax	\$6.90	\$0.00	\$0.00	\$0.00	\$6.90	\$0.00
1998	7908	Tax	\$7.06	\$0.00	\$0.00	\$0.00	\$7.06	\$0.00
1997	7716	Tax	\$8.16	\$0.00	\$0.00	\$0.00	\$8.16	\$0.00
1996	7535	Tax	\$6.90	\$0.00	\$0.00	\$0.00	\$6.90	\$0.00
1995	7412	Tax	\$7.24	\$0.00	\$0.00	\$0.00	\$7.24	\$0.00
			<b>\$127.50</b>	<b>\$32.42</b>	<b>\$80.00</b>	<b>\$28.94</b>	<b>\$83.04</b>	<b>\$153.40</b>

Taxes 45.92  
 Int 27.48  
 Fees 90.00  
 Deas Due 200.00  
363.40

Clerk Admin. fee

2006-2012  
 153.40  
 10.00 (11)  
 200.00 Deas Fee  
363.40  
 50.00  
\$ 413.40

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Hardy Leonard W & Geraldine**  
and situated in Gila County, Arizona:  
PARCEL # **206-21-045-A**

**Legal Description: LIVE OAK ADD LOT 404 BLK 6 EXC SWLY  
54.22X36.03'**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **363.40**  
as represented in Tax Sale Certificate No. **08-031549**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

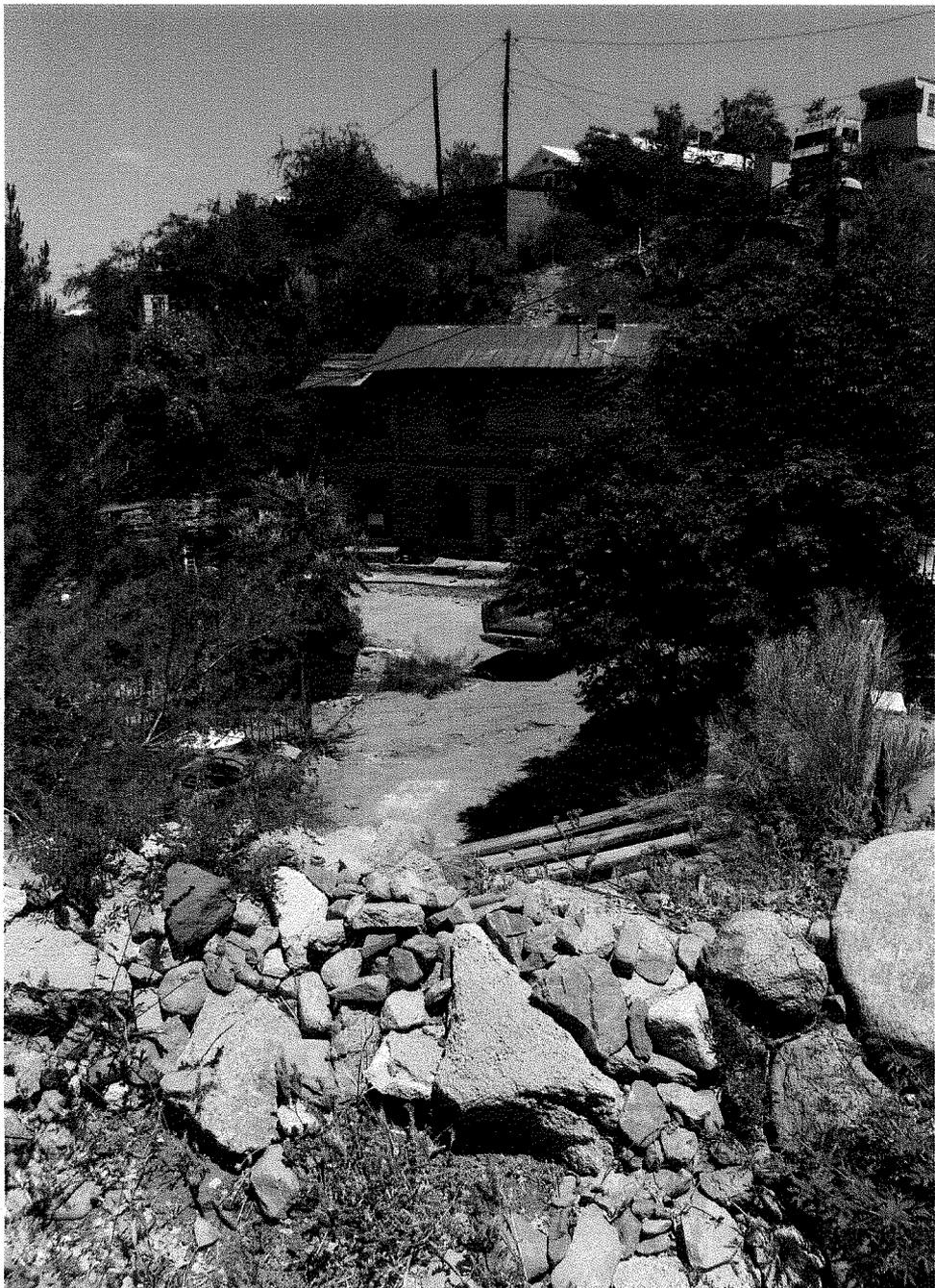
**Debora Savage**  
Treasurer of Gila County, Arizona



206.21.045 A

206.21-045A (Glass Cyn)





A 540-1-062

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver/2012/mapviewerajax/?WEBLAYOUT=Library//GilaCounty/W

Gila County GIS

206-21-45A

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FRI
- Imagery
  - Beaver Valley 2011
  - Bonita Creek 2011
  - Christopher Creek 2007
  - Dear Creek 2011

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_NONSYSTEMROAD
GISCLASS	0

X: 485143.902324, Y: 872374.965070 (FOOT) 1 County Roads selected 1: 632.62 436.02 x 274.57 (ft) Powered by Infrastructure Map Services

Done Internet 100%

start Inbox - Microsoft Out... Arizona Tx: Account... RealWare Gila County GIS - Win... 11:23 AM

Glass Canyon

05-13-13

Posting in Miami, Az

Parcel 206-21-045-A

Parcel is off of Meritt Street and the stairs of Glass Canyon. House is very run down all windows are out boarded up. No way to get to it from stairs. It would have to be entered from the bottom of stairs and walk up to it.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008665 TD Page: 1 of 1  
07/24/2013 08:32:40 AM Receipt #: 13-5700  
Rec Fee: \$0 Gila County Treasurer  
Gila County, Az, Sadie Jo Tomerlin, Recorder



### TREASURER'S DEED A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **10 th** day of **April, 2013** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **19 th** day of **July, 2013**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **207-15-245**

DESCRIBED AS : **NORTH GLOBE TWNS LOT 2 SEC 26 LOT 18**

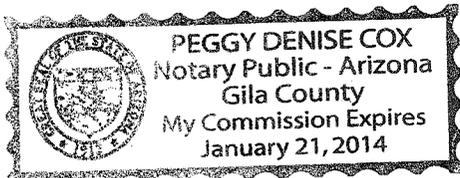
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **19 th** day of **July, 2013**.



*Debora Savage*  
\_\_\_\_\_  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this **19 th** day of **July, 2013** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: **1-21-2014**

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

DANIELS H B  
C/O ANGEL BOYD DUGAN  
410 EUCLID HILL  
GLOBE AZ 85501

NORTH GLOBE TWNS LOT 2 SEC 26 LOT 18

Parcel ID: 207-15-245

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	10696	Tax	\$53.12	\$0.00	\$0.00	\$6.38	\$0.00	\$59.50
2011	10893	Tax	\$54.04	\$0.00	\$5.00	\$15.14	\$0.00	\$74.18
2010	10656	CP State Iss	\$52.68	\$52.68	\$15.00	\$22.48	\$0.00	\$90.16
2009	10802	CP State Iss	\$46.78	\$46.78	\$15.00	\$28.06	\$0.00	\$89.84
2008	11280	CP State Iss	\$47.36	\$47.36	\$15.00	\$35.36	\$0.00	\$97.72
2007	10878	CP State Iss	\$50.64	\$50.64	\$15.00	\$46.58	\$0.00	\$112.22
2006	10766	CP State Iss	\$58.12	\$58.12	\$15.00	\$62.76	\$0.00	\$135.88
2005	10659	Tax	\$67.06	\$0.00	\$0.00	\$2.68	\$69.74	\$0.00
2004	10638	Tax	\$72.86	\$0.00	\$0.00	\$0.00	\$72.86	\$0.00
2003	10592	Tax	\$60.54	\$0.00	\$0.00	\$0.00	\$60.54	\$0.00
2002	10491	Tax	\$59.06	\$0.00	\$0.00	\$0.00	\$59.06	\$0.00
2001	10460	Tax	\$58.22	\$0.00	\$0.00	\$0.00	\$58.22	\$0.00
2000	10365	Tax	\$61.78	\$0.00	\$0.00	\$0.00	\$61.78	\$0.00
1999	10298	Tax	\$68.84	\$0.00	\$0.00	\$0.00	\$68.84	\$0.00
1998	10123	Tax	\$67.14	\$0.00	\$0.00	\$0.00	\$67.14	\$0.00
1997	9914	Tax	\$75.44	\$0.00	\$0.00	\$0.00	\$75.44	\$0.00
1996	9703	Tax	\$65.50	\$0.00	\$0.00	\$0.00	\$65.50	\$0.00
1995	9574	Tax	\$73.74	\$0.00	\$0.00	\$0.00	\$73.74	\$0.00
			<b>\$1,092.92</b>	<b>\$255.58</b>	<b>\$80.00</b>	<b>\$219.44</b>	<b>\$732.86</b>	<b>\$659.50</b>

Taxes 342.74  
 Int 216.76  
 Fees 90.00  
 Mas Fee 200.00  


---

 869.50

2006-2012  
 659.50  
 10.00 (11)  
 200.00 Mas Fee  


---

 869.50  
 Clerk Admin. fee 50.00  


---

 \$ 919.50

# **HIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES**

## **TREASURER'S OFFICE**

**Gila County, Arizona**

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
located by:

**Daniels H B  
C/o Angel Boyd Dugan**

located in Gila County, Arizona:

**CEL # 207-15-245**

**Legal Description: NORTH GLOBE TWNS LOT 2 SEC 26 LOT 18**

on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

taxes, interest and penalties and charges amounting to **\$ 869.50**  
presented in Tax Sale Certificate No. **08-031654**

redemption according to law be not made before the **19 th** day of  
**February, 2013**. I will convey said premises to such applicant  
who assigns.

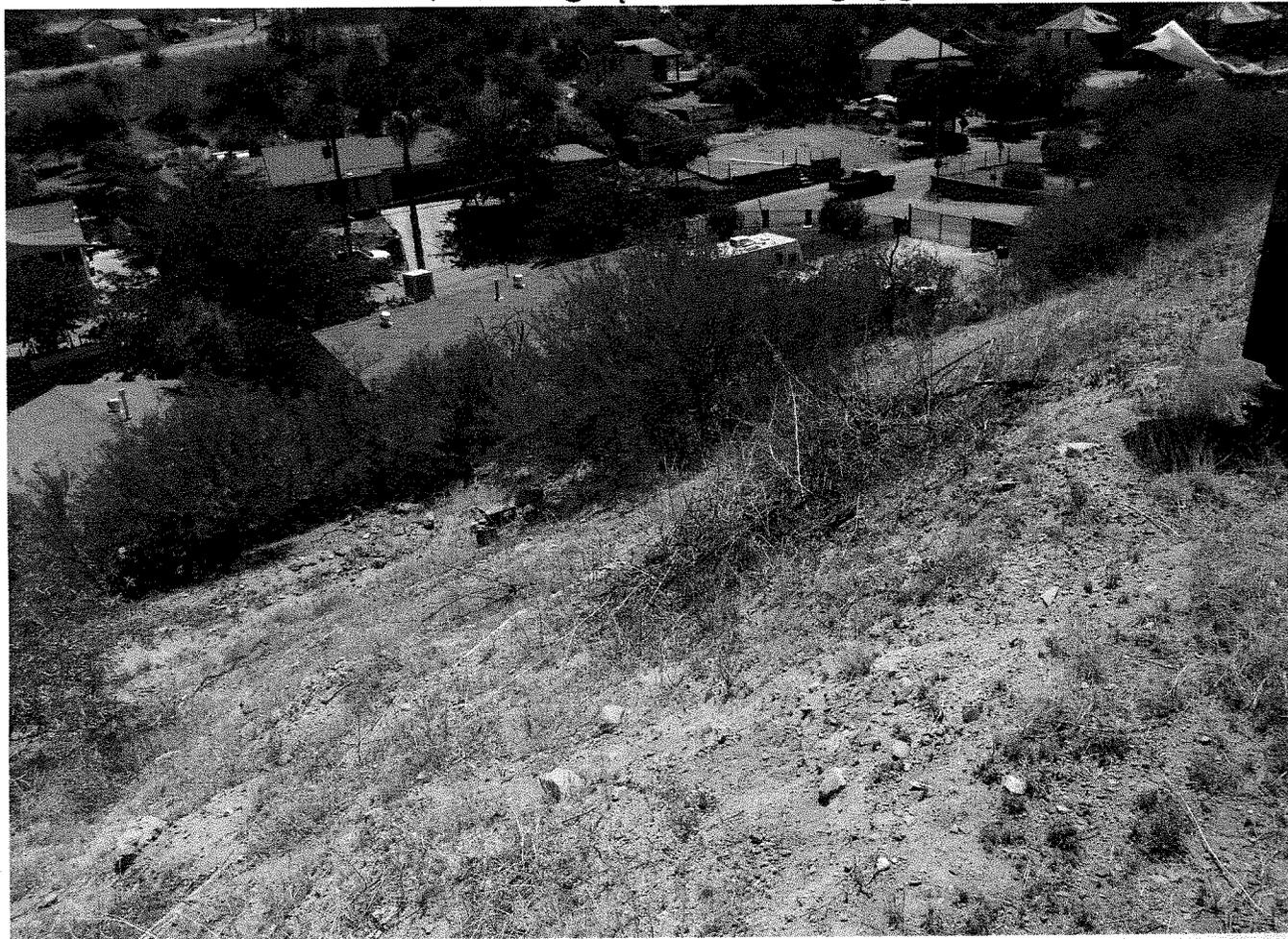
**Debora Savage**  
Treasurer of Gila County, Arizona



207-15-245

207-15-245

Enclial Hill



207-15-245





207.15.180 B

207-15-245

HBD Daniels / c/o Dugan  
207-15-180A

Gila County GIS - Windows Internet Explorer

http://gis-hk.gilacountyaz.gov/maps/server2012/mapviewer.aspx?WEBSITE=Library/GilaCounty/...

File Edit View Favorites Tools Help

☆ Favorites Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
- USDA 4FR
- Imagery
  - Beaver Valley 2011
  - Sonita Creek 2011
  - Christopher Creek 2007
  - Deer Creek 2011

Properties

Line\_Roads

Name Value

LAYER ROADS\_MAINTAINEDROAD

DISCLASS 1

X: 508397.500977, Y: 572914.151043 (FDOOT)

1 County Roads selected

1: 948.50

749.55 x 485.40 (ft)

Powered by Infrastructure Map Server

Done Internet 90%

start Inbox - Microsoft Out... Arizona Tax Accounti... Gila County GIS - Win... 2:23 PM

207-15-180B

Angel Dugan  
Mary G.  
Moreno

05-13-13

Posting in Globe, Az

Parcel 207-15-245

Hwy 60 to Euclid Ave pass Gleason Street to Euclid Hill (this street is not used often) parcel 207-15-180 B looks to be by itself. Parcel 245 is part of this yard and hillside behind Morales at 437 Euclid Ave.(247/248)

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008607 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 10<sup>th</sup> day of April, 2013 notice according to law was published in the Arizona Silver Belt, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19<sup>th</sup> day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 301-07-009-M

DESCRIBED AS : WEST 30 FEET OF THE SOUTH 227.10 FEET OF LOT 9, SUMMER HAVEN, PLAT 122, ROS 2250, SE¼SW¼ SEC21 T12N R8E = 0.16AC (OUT OF 301-07-009B)

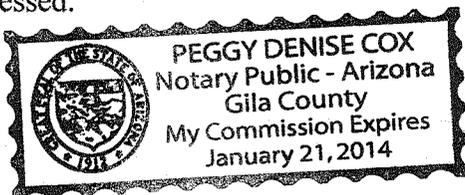
IN WITNESS WHEREOF, I, Debora Savage, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19<sup>th</sup> day of July, 2013.



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

SAVAGE MILDRED

714 S ROSEMONT ST  
MESA AZ 85206

WEST 30 FEET OF THE SOUTH 227.10 FEET OF LOT 9, SUMMER  
HAVEN, PLAT 122, ROS 2250, SE¼SW¼ SEC21 T12N R8E = 0.16AC  
(OUT OF 301-07-009B)

**Parcel ID: 301-07-009-M**

**Figures below based on 07/19/2013**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	14510	Tax	\$584.64	\$0.00	\$0.00	\$46.77	\$0.00	\$631.41
2011	14769	Tax	\$536.68	\$0.00	\$26.83	\$128.81	\$0.00	\$692.32
2010	14479	CP State Iss	\$470.78	\$470.78	\$33.54	\$188.31	\$0.00	\$692.63
2009	14655	CP State Iss	\$432.20	\$432.20	\$31.61	\$242.03	\$0.00	\$705.84
2008	15171	CP State Iss	\$388.34	\$388.34	\$29.42	\$277.02	\$0.00	\$694.78
2007	14752	CP State Iss	\$351.54	\$351.54	\$27.58	\$309.36	\$0.00	\$688.48
2006	14617	CP State Iss	\$88.62	\$88.62	\$15.00	\$95.70	\$0.00	\$199.32
			<b>\$2,852.80</b>	<b>\$1,731.48</b>	<b>\$163.98</b>	<b>\$1,288.00</b>	<b>\$0.00</b>	<b>\$4,304.78</b>

Taxes 2852.80  
 Int 1288.00  
 Fees 173.98  
 Inact Fees 200.00  
 -----  
 4514.78

2006-2012  
 4304.78  
 10.00 (11)  
 200.00 Inact Fee  
 -----  
 4514.78  
 Clerk Admin. fee 50.00  
 -----  
 \$4564.78

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Savage Mildred**

and situated in Gila County, Arizona:

**PARCEL # 301-07-009-M**

**Legal Description: WEST 30 FEET OF THE SOUTH 227.10 FEET OF LOT 9,  
SUMMER HAVEN, PLAT 122, ROS 2250, SE $\frac{1}{4}$ SW $\frac{1}{4}$  SEC21 T12N R8E =  
0.16AC (OUT OF 301-07-009B)**

which on the **13<sup>th</sup>** day of **February 2008** was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to **\$ 4514.78**  
as represented in Tax Sale Certificate No. **08-031712**

If redemption according to law be not made before the **19<sup>th</sup>** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debra Savage**  
Treasurer of Gila County, Arizona

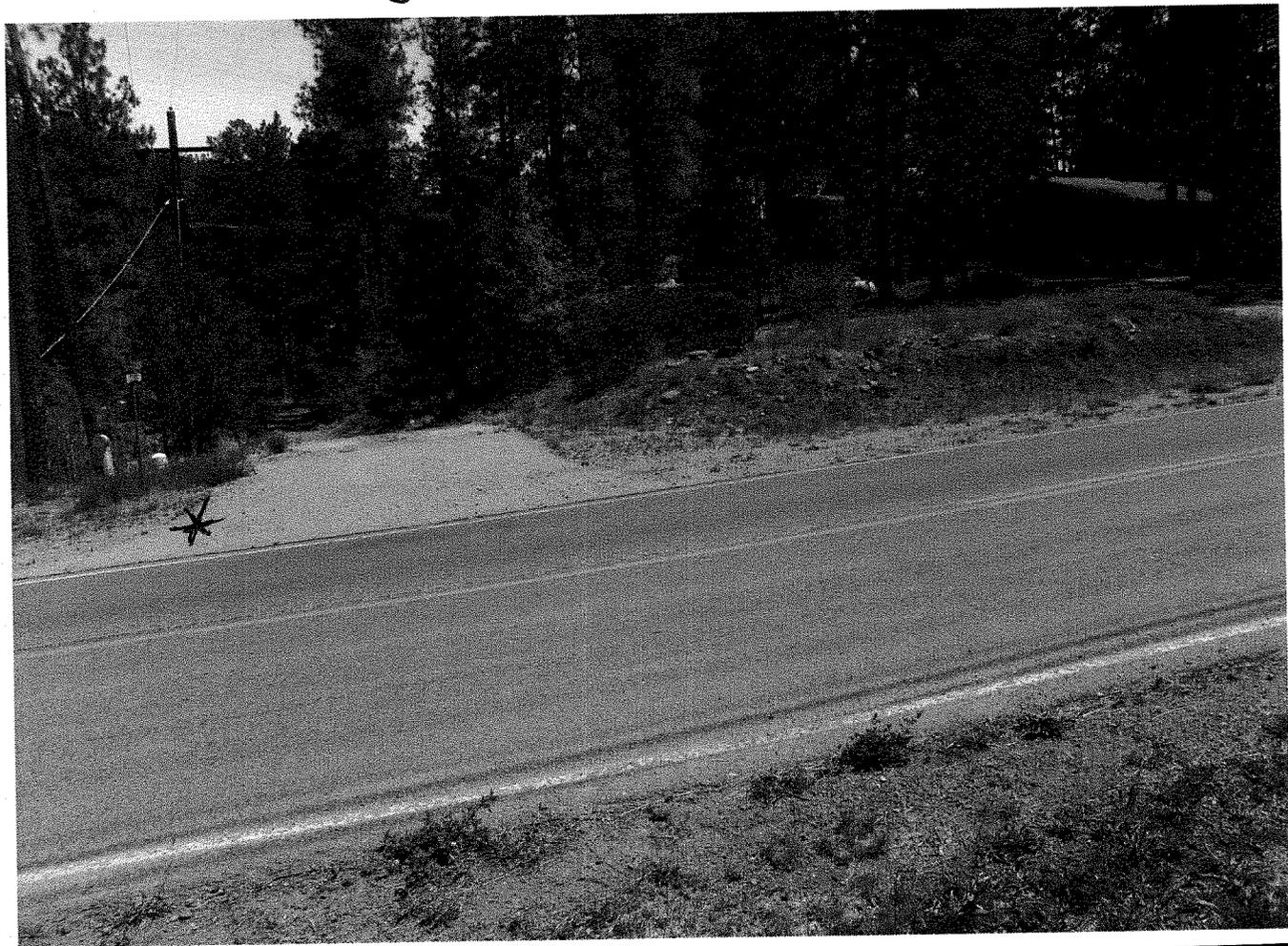
301-07-009 M





301-07.009 M

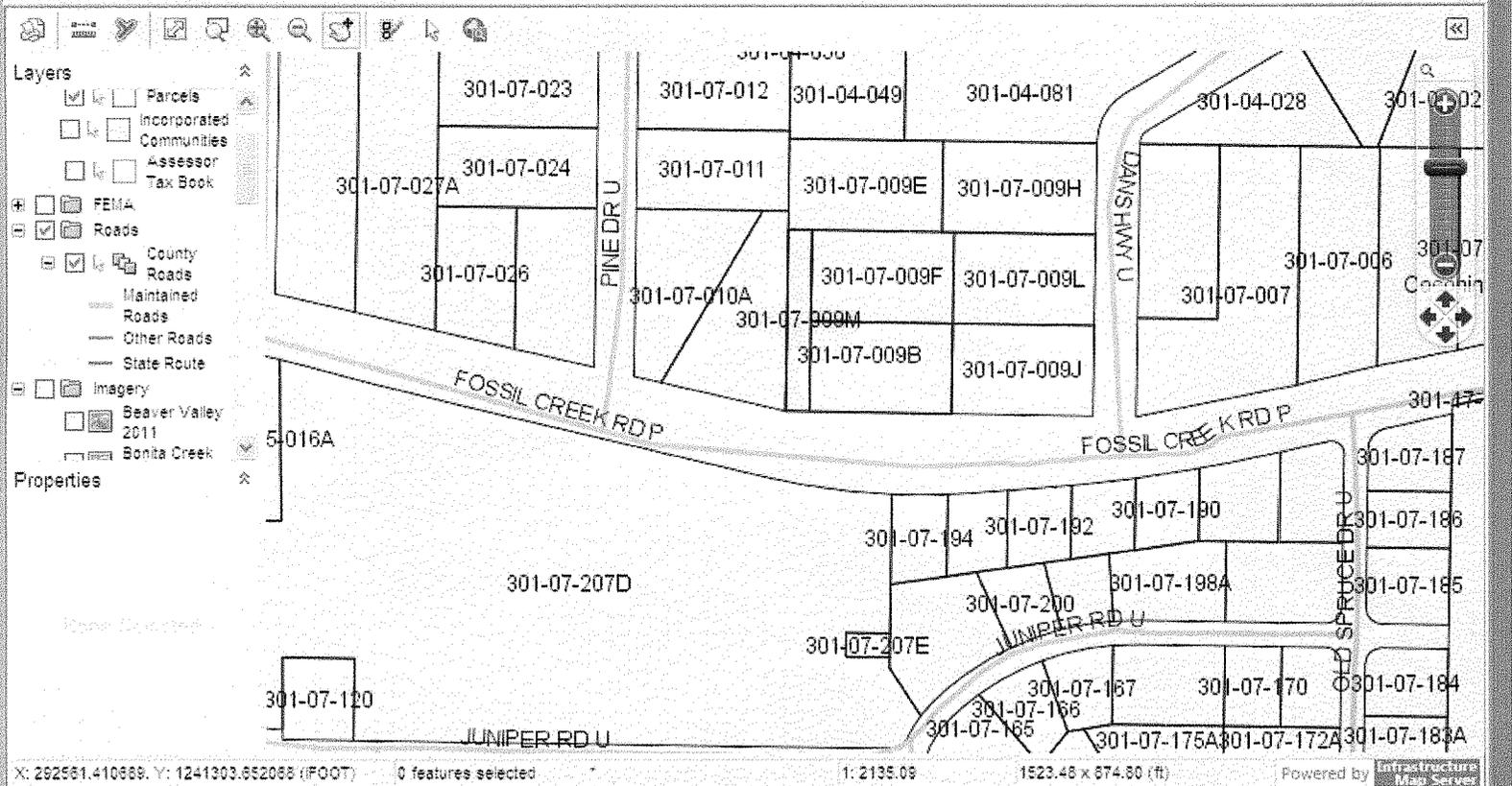
301-07-009 M





30w-07.009 M





05-14-13

Posting in Strawberry, Az

Parcel 301-07-009-M

West Fossil Creek Road between W. Dan's Hwy  
and N. Pine Drive. Sign reads Andy's place.  
And numbered 9098 W. Fossil Creek Road  
which belongs to Anderson 009F.

Fossil Creek Road goes though most of  
Strawberry. (It's right across the street from  
Rall' Property or the totem pole.)

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008608 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 302-14-021-A

DESCRIBED AS : EAST 25' LOT 21, GERONIMO ESTATES #1, PLAT 241 N½ SEC 20 T11½N R10E = 0.25 AC (OUT OF 302-14-021)

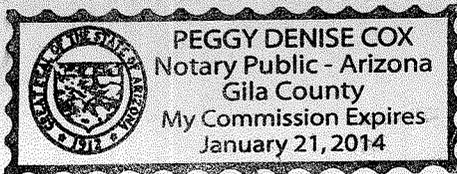
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ENGLAND DEBRA R

EAST 25' LOT 21, GERONIMO ESTATES #1, PLAT 241 N½ SEC 20  
T11½N R10E = 0.25 AC (OUT OF 302-14-021)

125 TOMAHAWK RD  
PAYSON AZ 85541

**Parcel ID: 302-14-021-A**

**Figures below based on 07/19/2013**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	19383	Tax	\$158.94	\$0.00	\$0.00	\$12.72	\$0.00	\$171.66
2011	19694	Tax	\$170.44	\$0.00	\$8.52	\$40.90	\$0.00	\$219.86
2010	19325	CP State Iss	\$141.34	\$141.34	\$17.07	\$56.53	\$0.00	\$214.94
2009	19534	CP State Iss	\$123.34	\$123.34	\$16.17	\$69.07	\$0.00	\$208.58
2008	20101	CP State Iss	\$122.74	\$122.74	\$16.14	\$87.55	\$0.00	\$226.43
2007	19655	CP State Iss	\$55.88	\$55.88	\$15.00	\$51.40	\$0.00	\$122.28
2006	19474	CP State Iss	\$59.10	\$59.10	\$15.00	\$63.82	\$0.00	\$137.92
2005	19346	Tax	\$61.22	\$0.00	\$5.00	\$12.24	\$78.46	\$0.00
2004	19336	Tax	\$63.06	\$0.00	\$0.00	\$5.89	\$68.95	\$0.00
2003	19303	Tax	\$59.66	\$0.00	\$15.00	\$15.11	\$89.77	\$0.00
			<b>\$1,015.72</b>	<b>\$502.40</b>	<b>\$107.90</b>	<b>\$415.23</b>	<b>\$237.18</b>	<b>\$1,301.67</b>

Taxes 831.78  
 Int 381.99  
 Fees 97.90  
 Ins Fees 200.00  


---

 1511.67

2006-2012  
 1301.67  
 10.00 (11)  
 200.00  


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 1511.67  
 Clerk Admin. fee 50.00  


---

 \$1,561.67

**DELINQUENT**

**TREASURER'S OFFICE**  
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**England Debra R**  
and situated in Gila County, Arizona:  
**PARCEL # 302-14-021-A**

**Legal Description: EAST 25' LOT 21, GERONIMO ESTATES #1, PL**  
**N½ SEC 20 T11½N R10E = 0.25 AC (OUT OF 302-14-021)**

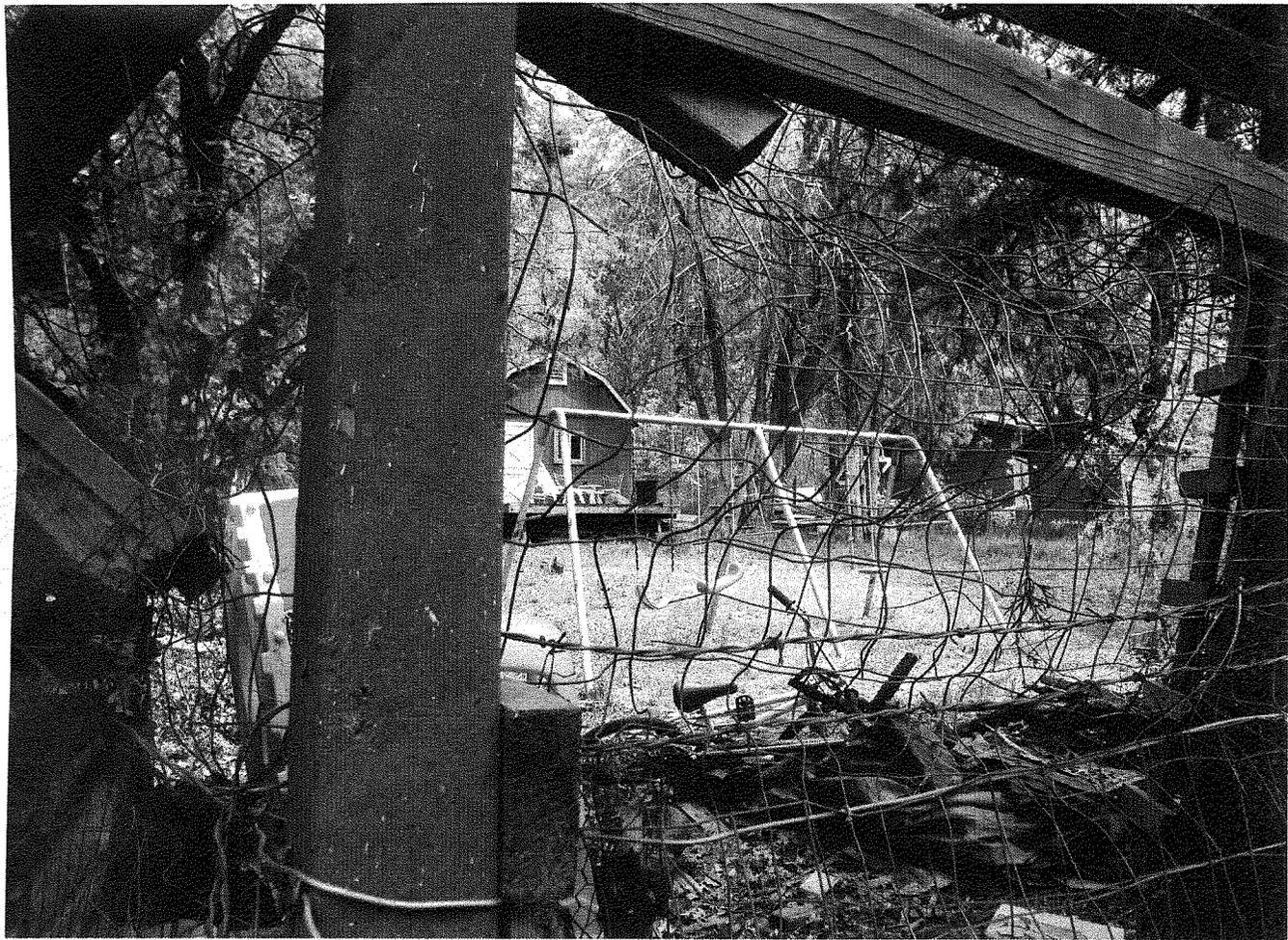
which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **1511.67**  
as represented in Tax Sale Certificate No. **08-031749**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**. I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona



302 -14- 021 A

302.14.021A





302.14-021A

302.14-021A



302-14-021A

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver/GIS/MapActionServlet?WEB\_LAYOUT=Library/GilaCountyVA

File Edit View Favorites Tools Help

Gila County GIS

Layers

- Legisla
- Boundi
- Parcel
- Owner
- Pt
- In
- C
- T
- FEMA
- Roads
- USDA
- 4Fri
- Imager
- Sea
- Wh/vis

Properties

Line\_Roads 1

Name	Value
LAYER ROADS	02-14-029
GISCLASS2	

X: 341825.627847, Y: 1226197.530107 (FOOT) 1 County Roads selected 1: 848.93 743.82 x 411.86 (ft) Powered by Infrastructure Map Server

Done Internet 100%

start InBox - Microsoft Arizona Tax Account RealWare 2 Internet Explorer Document1 - Micro 2:12 PM

05-14-13

Posting in Geronimo Estates Payson, Az

Parcel 302-14-021-A

Going towards strawberry from payson, turn on Control Road. Head in at least 6 miles. Fork in road left will take you to Hwy 260 Right will take you to Geronimo Estates. The main road is Munsee Drive. Go in four streets to 125 Tomahawk Road. This gets you to the backyard of England's property where Brooke's Utilities has a wellsite and the back of Hernandez's parcels.

It really is where the swing set sits.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008609 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, AZ, Sadie Jo Tomerlin, Recorder

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 302-35-005-E

DESCRIBED AS : PT OF LOT 10 SEC 28 T11N A 60FT X 416.75FT MORE PART DESC AS FOLLOWS BEG AT SE COR OF SEC 28;TH N 89DEG 48MIN 12SEC W 416.75 FT TH ALG THE SELY R/W OF A 66FT ROAD 60FT;TH EAST TO EAST LN OF SEC 28;TH SOUTH 60FT TO POB. 445/461.

IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



PEGGY DENISE COX  
Notary Public - Arizona  
Gila County  
My Commission Expires  
January 21, 2014

*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

GARDEA PETER B

PO BOX 1739  
GLOBE AZ 85502

PT OF LOT 10 SEC 28 T11N A 60FT X 416.75FT MORE PART DESC  
AS FOLLOWS BEG AT SE COR OF SEC 28;TH N 89DEG 48MIN  
12SEC W 416.75 FT TH ALG THE SELY R/W OF A 66FT ROAD  
60FT;TH EAST TO EAST LN OF SEC 28;TH SOUTH 60FT TO POB.

**Parcel ID: 302-35-005-E**

**Figures below based on 07/19/2013**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	21213	Tax	\$192.50	\$0.00	\$0.00	\$15.40	\$0.00	\$207.90
2011	21547	Tax	\$223.70	\$0.00	\$11.19	\$53.69	\$0.00	\$288.58
2010	21170	CP State Iss	\$238.84	\$238.84	\$21.94	\$95.53	\$0.00	\$356.31
2009	21389	CP State Iss	\$227.78	\$227.78	\$21.39	\$127.55	\$0.00	\$376.72
2008	22001	CP State Iss	\$241.40	\$241.40	\$22.07	\$172.20	\$0.00	\$435.67
2007	21557	CP State Iss	\$241.94	\$241.94	\$22.10	\$212.90	\$0.00	\$476.94
2006	21295	CP State Iss	\$620.32	\$620.32	\$41.02	\$645.13	\$0.00	\$1,306.47
2005	21171	CP Investor C	\$653.68	\$795.95	\$0.00	\$672.58	\$0.00	\$1,468.53
2004	21174	CP Investor C	\$650.70	\$792.35	\$0.00	\$772.54	\$0.00	\$1,564.89
2003	21145	CP Investor C	\$611.24	\$752.75	\$0.00	\$823.63	\$0.00	\$1,576.38
2002	21028	CP Investor C	\$606.38	\$667.88	\$0.00	\$861.01	\$0.00	\$1,528.89
2001	20964	CP Investor C	\$584.00	\$627.93	\$0.00	\$904.74	\$0.00	\$1,532.67
2000	20865	CP Investor C	\$512.64	\$637.13	\$0.00	\$945.61	\$0.00	\$1,582.74
1999	20784	CP Investor C	\$221.36	\$329.22	\$20.00	\$488.62	\$0.00	\$837.84
1998	20432	Tax	\$238.94	\$0.00	\$0.00	\$9.56	\$248.50	\$0.00
1997	20187	CP Redeeme	\$252.68	\$328.68	\$13.63	\$43.80	\$310.11	\$0.00
1996	19909	Tax	\$237.62	\$0.00	\$0.00	\$38.02	\$275.64	\$0.00
1995	19674	Tax	\$246.54	\$0.00	\$16.16	\$37.81	\$300.51	\$0.00
1992	19373	CP Investor C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			<b>\$6,802.26</b>	<b>\$6,502.17</b>	<b>\$189.50</b>	<b>\$6,920.32</b>	<b>\$1,134.76</b>	<b>\$13,540.53</b>

Taxes 1986.48  
 Int 1322.40  
 Fees 149.71  
 Inas Fees 200.00  


---

 3658.59

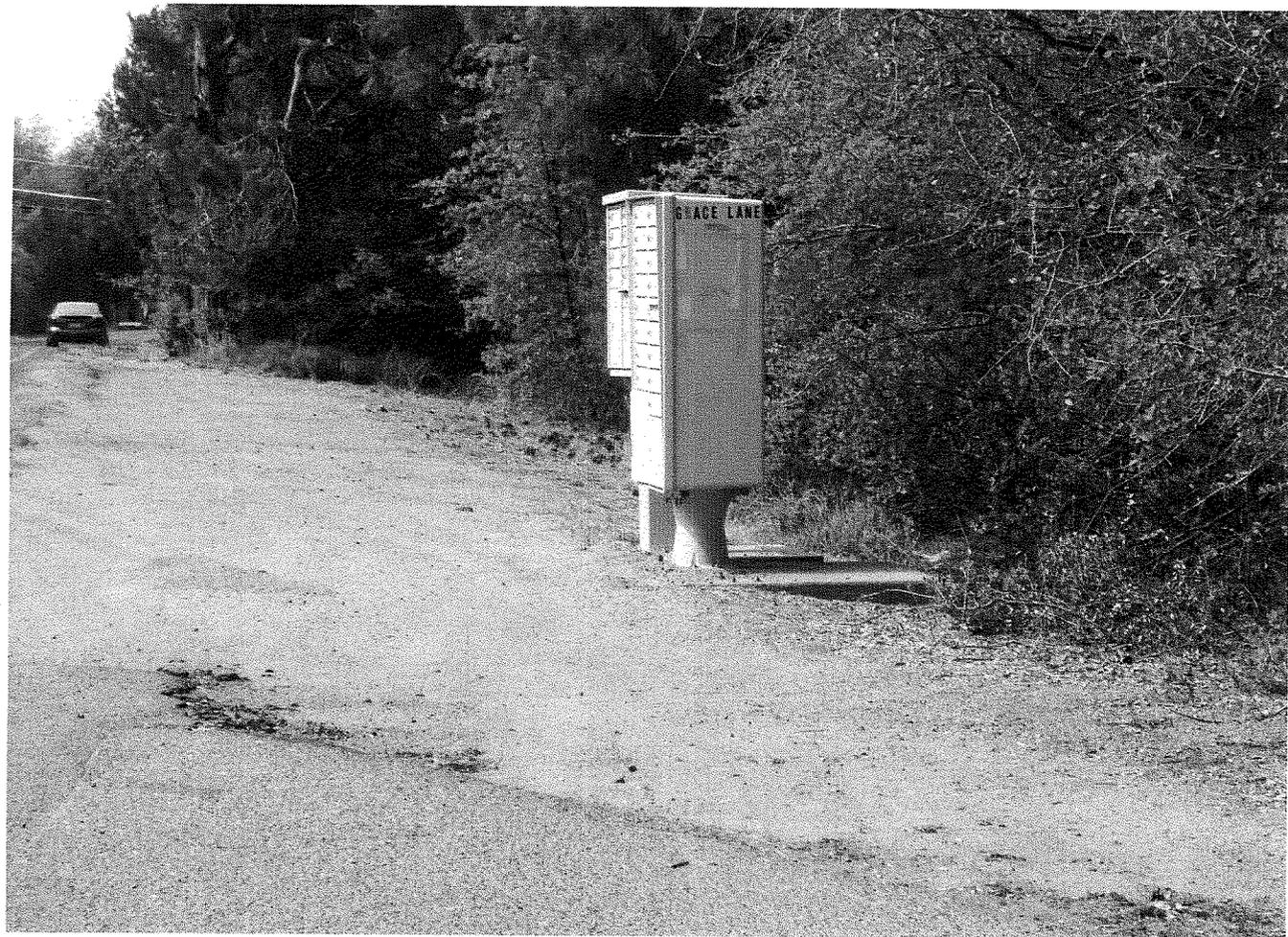
2006-2012  
 3448.59  
 10.00 (11)  
 200.00 Inas Fee  


---

 3658.59  
 Clerk Admin. fee: 50.00  


---

 \$3,708.59



302.35-005E

302-35-005 E



302.35.005E



# THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

## TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Gardea Peter B**

and situated in Gila County, Arizona:

**PARCEL # 302-35-005-E**

**Legal Description: PT OF LOT 10 SEC 28 T11N A 60FT X 416.75FT MORE  
PART DESC AS FOLLOWS BEG AT SE COR OF SEC 28;TH N 89DEG 48MIN  
12SEC W 416.75 FT TH ALG THE SELY R/W OF A 66FT ROAD 60FT;TH  
EAST TO EAST LN OF SEC 28;TH SOUTH 60FT TO POB. 445/461.**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **3658.59**  
as represented in Tax Sale Certificate No. **08-031767**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**. I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona

302-35-005E

Gila County GIS - Windows Internet Explorer

http://gis.gilacountyaz.gov/arcgis/rest/services/ParcelOwnership/FWDB\_ArcSDE\_Library/GilaCounty/W

Google Search Share More Sign In

Favorites Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS Page Safety Tools

Layers

- Legislative Boundaries
- Parcels/Land Ownership
  - Parcels
  - Incorporated Communities
  - Assessor Tax Book
- FEMA
- Roads
  - County Roads
    - Maintained Roads
    - Other Roads
    - State Route
- Imagery
  - Beaver Valley 2011

Properties

Line\_Roads 1

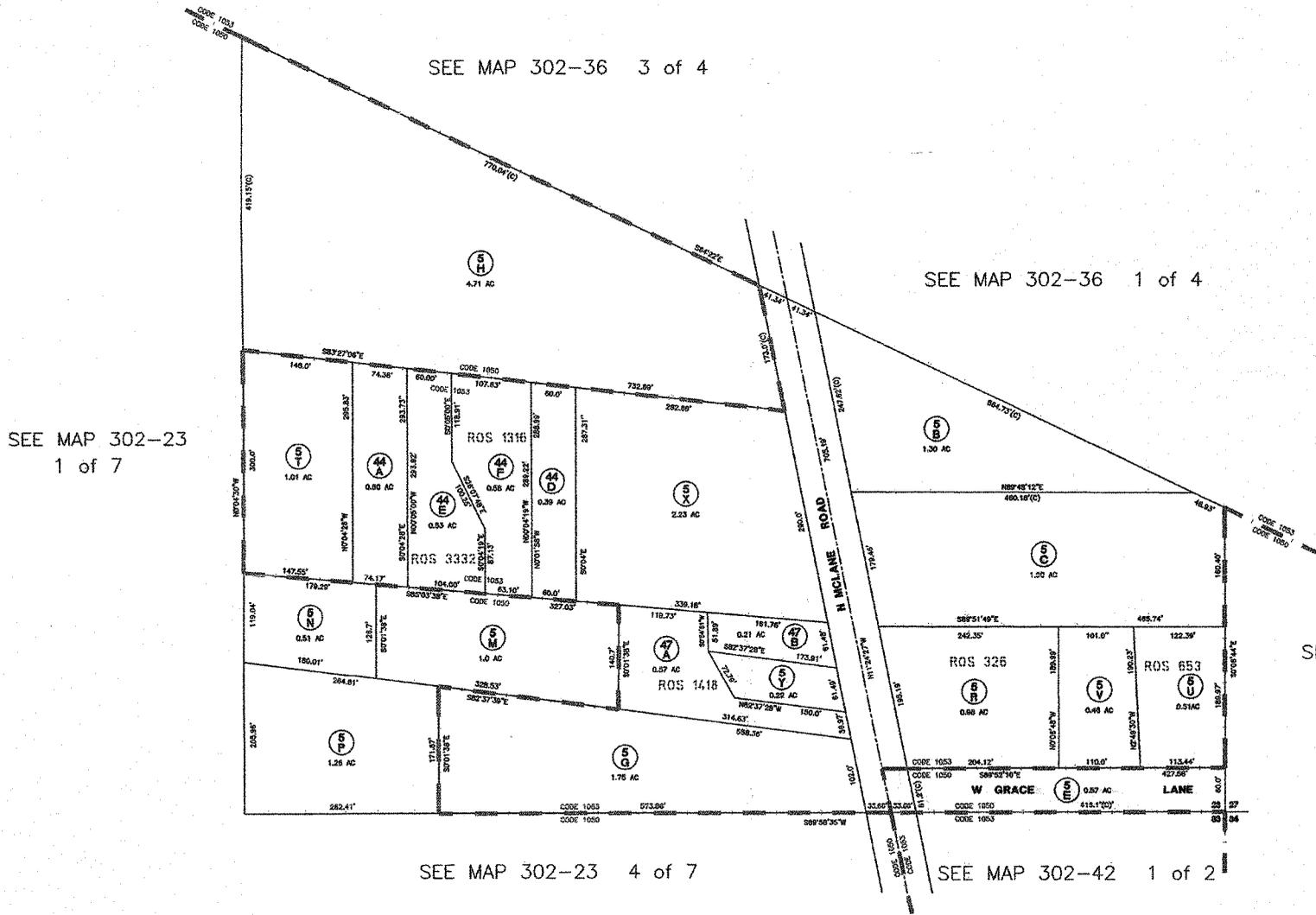
Name	Value
LAYER	ROADS_STATEROUTE
GISCLASS	2

The map displays several parcels with handwritten labels and parcel numbers. A vertical road labeled 'MCLANE RD' runs through the center. To the left of the road, parcels are labeled with numbers 302-35-005X, 302-35-047B, 302-35-005Y, 302-35-047A, 302-35-005G, and 302-23-030. Handwritten names 'Schnovaks', '1610 N mclane', 'L Thompson', 'Foy N mclane', and 'Rodio' are present. To the right of the road, a large parcel is labeled 'Johnson 1607 N mclane Rd' with number 302-35-005C. Below it are parcels 302-35-005R (Payson), 302-35-005V (304 W. grace Ln, Stuart), and 302-35-005U (300 W. grace Ln, Samcoral). Further down are parcels 302-35-005E (Grace Lane, Gardea), 302-42-027A (1501 N mclane, Perham), 302-42-027B (Sweetwood, Craig 305 W Grace), and 302-42-027C. The map includes a scale bar at the bottom showing 1: 948.93 and 654.66 x 368.60 (ft). The status bar at the bottom indicates '1 County Roads selected' and 'Powered by Infrastructure Map Services'.

X: 349560.108241, Y: 1188252.510264 (in FOOT) 1 County Roads selected 1: 948.93 654.66 x 368.60 (ft) Powered by Infrastructure Map Services

Done Internet 100%

start Inbox - Microsoft Out... RealWare Arizona Tax Accounti... Gila County GIS - Win... 10:14 AM



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

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

05-14-13

Posting in Payson, Az

Parcel 302-35-005-E

N McLane Road you need to get out to Airport Road. If you go passed Jehovah's Church you are too far. Go past Airport Road watch on the right side of the road, some mail reciprocals with Grace Lane on them. This road is used for the several home owners within this area.

Other notes in file: Craig Swartwood of parcel 027 B around February 2013 (928-970-0527 )  
Not sure if he is interested?  
Maybe need to contact Town of Payson on this road.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008610 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 302-60-199-A

DESCRIBED AS : TRACT B-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING, PLAT 738 SW¼ SEC 32 T11N R11E = 1.10 AC (OUT OF 302-60-199)

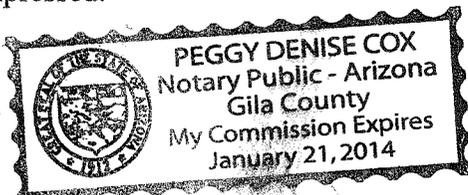
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013 .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520

PAYSON AZ 85547

TRACT B-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING, PLAT 738 SW 1/4 SEC 32 T11N R11E = 1.10 AC (OUT OF 302-60-199)

Parcel ID: 302-60-199-A

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	23862	Tax	\$868.36	\$0.00	\$0.00	\$69.47	\$0.00	\$937.83
2011	24230	Tax	\$885.10	\$0.00	\$44.26	\$212.42	\$0.00	\$1,141.78
2010	23837	CP State Iss	\$742.18	\$742.18	\$47.11	\$296.87	\$0.00	\$1,086.16
2009	24072	CP State Iss	\$694.54	\$694.54	\$44.73	\$388.94	\$0.00	\$1,128.21
2008	24694	CP State Iss	\$712.76	\$712.76	\$45.64	\$508.44	\$0.00	\$1,266.84
2007	24243	CP State Iss	\$700.80	\$700.80	\$45.04	\$616.71	\$0.00	\$1,362.55
2006	23960	CP State Iss	\$638.14	\$638.14	\$41.91	\$663.67	\$0.00	\$1,343.72
2005	23753	Tax	\$633.88	\$0.00	\$0.00	\$21.13	\$655.01	\$0.00
2004	23751	CP Redeeme	\$591.82	\$747.99	\$1,602.27	\$121.28	\$2,315.37	\$0.00
			<b>\$6,467.58</b>	<b>\$4,236.41</b>	<b>\$1,870.96</b>	<b>\$2,898.93</b>	<b>\$2,970.38</b>	<b>\$8,267.09</b>

Taxes 5241.88  
 Int. 2756.52  
 Fees 278.69  
 Deas Fees 200.00  
 \$ 8,477.09

2006-2012  
 8267.09  
 10.00 (11)  
 200.00 Deas Fee  
 \$ 8477.09  
 Clerk Admin. fee 50.00  
 \$ 8,527.09

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Elk Run Llc**

and situated in Gila County, Arizona:

**PARCEL # 302-60-199-A**

**Legal Description: TRACT B-2 OF REPLAT OF LOTS 60 THRU 91 OF  
HOUSTON CREEK LANDING, PLAT 738 SW¼ SEC 32 T11N R11E = 1.10  
AC (OUT OF 302-60-199)**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **8477.09**  
as represented in Tax Sale Certificate No. **08-031793**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona



302-60-199A





302-60-199A

302-60-199 A

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2012/mapviewer.aspx?WEBLAYOUT=Library/[[GilaCounty/W... bing

File Edit View Favorites Tools Help

★ Favorites ☆ Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS Page Safety Tools

Layers

- Pine 2011
- Pine 2005
- Rock House 2011
- Roosevelt 2011
- Roosevelt 2005
- Round Valley 2011
- Rye 2011
- Star Valley 2001
- Strawberry 2011
- Tonto Basin 2011
- Tonto Basin 2010
- Wonder Valley 2011
- Young 2011
- Young 2005
- Background Hillshade

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_STATEROUTE
GISCLASS	2

X: 371553.720322, Y: 1183103.380604 (FOOT) 1 County Roads selected 1: 7205.94 4772.66 x 3127.56 (ft) Powered by Infrastructure MapServer

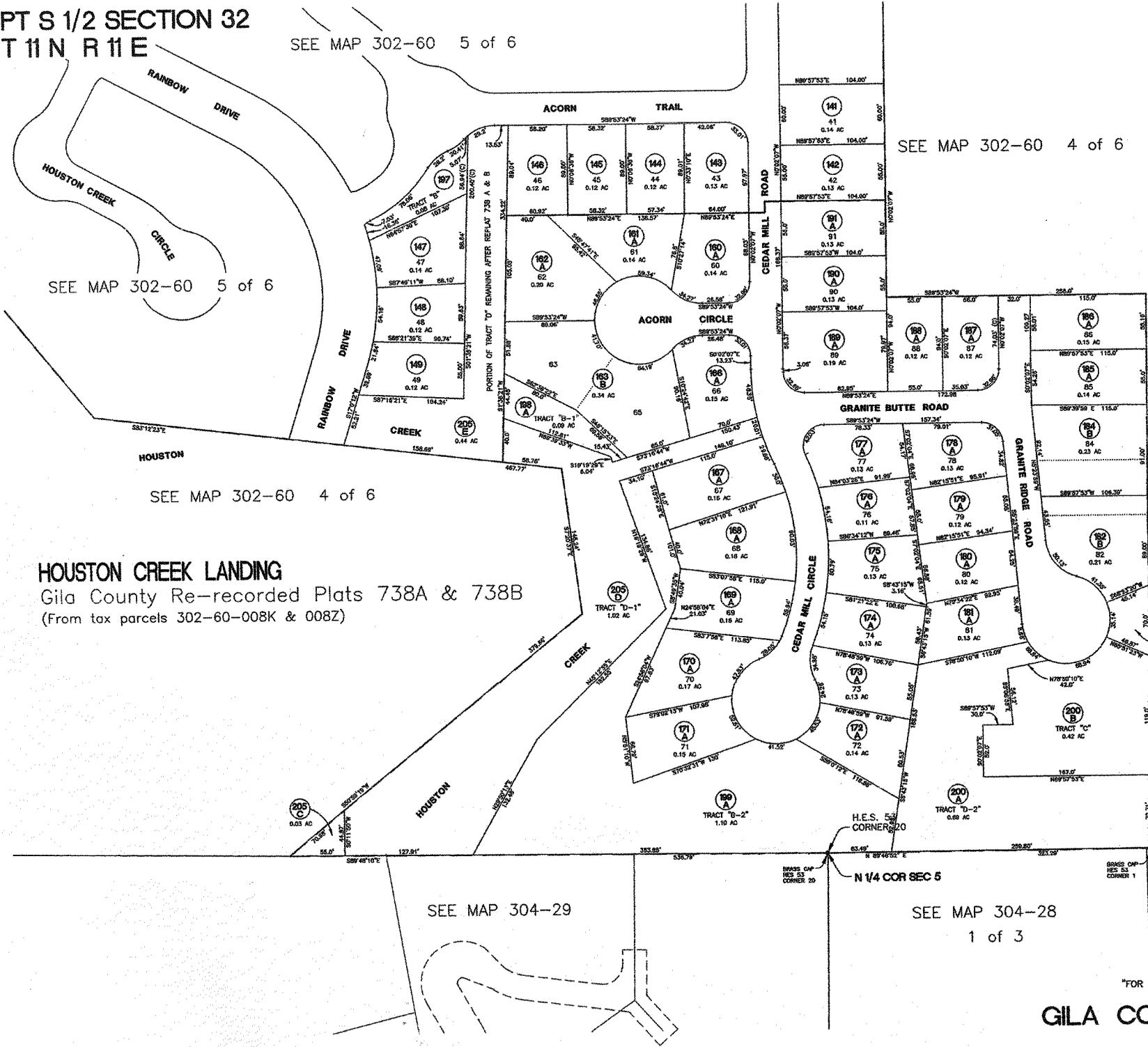
Done Internet 100%

start Inboxes - Microsoft O... Arizona Tax Account... RealWare 2 Internet Explorer Document1 - Micros... 3:02 PM

PT S 1/2 SECTION 32  
T 11 N R 11 E

SEE MAP 302-60 5 of 6

302-60  
6 of 6  
CODE 1005  
UPDATED 7-2-12



SEE MAP 302-60 4 of 6

SEE MAP 302-60 5 of 6

SEE MAP 302-60 4 of 6

**HOUSTON CREEK LANDING**  
Gila County Re-recorded Plats 738A & 738B  
(From tax parcels 302-60-008K & 008Z)

SEE MAP 302-59

TONTO NATIONAL FOREST

SEE MAP 304-29

SEE MAP 304-28  
1 of 3

SCALE = 1" = 60'  
(C) = CALCULATED  
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

**GILA COUNTY ASSESSOR**

05-14-13

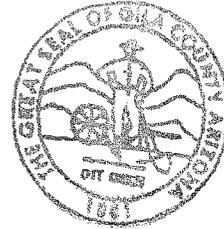
Posting in Houston Creek Landing  
Star Valley, Az

Parcel 302-60-199-A/200A/205D

Head towards Star Valley to Moonlight drive and goes into Rainbow Drive left on to Acorn Trail right to Cedar Mill Road which will go into Cedar Mill Circle. The hillside within this cul-de-sac is parcel 199 A. Go back to Cedar Mill Circle to Granite Butte Road turn right on Granite Ridge Road. The cul-de-sac most of this is a water treatment plant to the right is a one vehicle dirt road and behind the plant is the hillside this is parcel **200 A**. Get back to Granite Butte road to the bridge between 166 A and 167 A is Houston Creek down and behind most of the lots on Cedar Mill Circle which is **205 D** and is a creek.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008611 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **10 th** day of **April, 2013** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **19 th** day of **July, 2013**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **302-60-200-A**

DESCRIBED AS : **TRACT D-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING, PLAT 738SW¼ SEC 32 T11N R11E = 0.69 AC(OUT OF 302-60-200)**

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **19 th** day of **July, 2013**



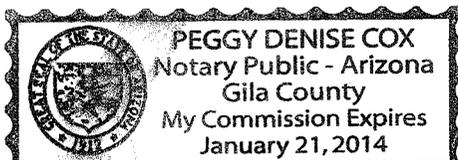
*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this **19 th** day of **July, 2013** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

*Peggy Denise Cox*  
Notary Public

My Commission Expires: **1-21-2014**



Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520  
PAYSON AZ 85547

TRACT D-2 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK  
LANDING, PLAT 738SW¼ SEC 32 T11N R11E = 0.69 AC(OUT OF  
302-60-200)

**Parcel ID: 302-60-200-A**

**Figures below based on 07/19/2013**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	23863	Tax	\$868.36	\$0.00	\$0.00	\$69.47	\$0.00	\$937.83
2011	24231	Tax	\$881.40	\$0.00	\$44.07	\$211.54	\$0.00	\$1,137.01
2010	23838	CP State Iss	\$694.88	\$694.88	\$44.74	\$277.95	\$0.00	\$1,017.57
2009	24073	CP State Iss	\$611.02	\$611.02	\$40.55	\$342.18	\$0.00	\$993.75
2008	24695	CP State Iss	\$627.34	\$627.34	\$41.37	\$447.51	\$0.00	\$1,116.22
2007	24244	CP State Iss	\$609.96	\$609.96	\$40.50	\$536.76	\$0.00	\$1,187.22
2006	23961	CP State Iss	\$462.26	\$462.26	\$33.11	\$480.75	\$0.00	\$976.12
2005	23754	Tax	\$459.22	\$0.00	\$0.00	\$15.31	\$474.53	\$0.00
2004	23752	CP Redeeme	\$380.90	\$489.97	\$1,068.42	\$77.45	\$1,526.77	\$0.00
			<b>\$5,595.34</b>	<b>\$3,495.43</b>	<b>\$1,312.76</b>	<b>\$2,458.92</b>	<b>\$2,001.30</b>	<b>\$7,365.72</b>

Taxes 4,755.22  
 Int 2,366.16  
 Fees 254.34  
 Ins Fees 200.00  
 -----  
 7,575.72

2006-2012  
 7,365.72  
 10.00 (11)  
 200.00  
 -----  
 7,575.72  
 Clerk Admin. fee 50.00  
 -----  
 \$ 7,625.72

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Elk Run Lic**

and situated in Gila County, Arizona:

**PARCEL # 302-60-200-A**

**Legal Description: TRACT D-2 OF REPLAT OF LOTS 60 THRU 91 OF  
HOUSTON CREEK LANDING, PLAT 738SW¼ SEC 32 T11N R11E = 0.69  
AC (OUT OF 302-60-200)**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **7575.72**  
as represented in Tax Sale Certificate No. **08-031794**

If redemption according to law be not made before the **19 th** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**

Treasurer of Gila County, Arizona



**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**  
WISCONSIN

NOTICE TO PROPERTY OWNERS: If you own property in the City of Green Bay, Wisconsin, you are responsible for paying property taxes. If you have not paid your property taxes, the City of Green Bay may foreclose on your property. This notice is being sent to you to inform you of this possibility. If you have any questions, please contact the Treasurer's Office at 920-607-5112.

**PLEASE CONTACT THE TREASURER'S OFFICE AT 920-607-5112 IF YOU HAVE ANY QUESTIONS.**

Waste Water  
Treatment Plant  
NO TRESPASSING  
EMERGENCY CONTACT  
920-6075112

302-60-200 A

302-60-200A





302-60-200A

302-60-200A



302.60-200A

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2012/mapviewersaj/?WEBLAYOUT=Library//GilaCounty/w

File Edit View Favorites Tools Help

☆ Favorites ☆ Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS

Layers

- Pine 2011
- Pine 2005
- Rock House 2011
- Roosevelt 2011
- Roosevelt 2005
- Round Valley 2011
- Rye 2011
- Star Valley 2001
- Strawberry 2011
- Tonto Basin 2011
- Tonto Basin 2010
- Wonder Valley 2011
- Young 2011
- Young 2005
- Background Hillshade

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_STATEROUTE
GISCLASS	2

X: 371553.723322, Y: 1183103.380804 (FOOT) 1 County Roads selected 1: 7205.94 4772.68 x 3127.58 (ft) Powered by Infrastructure Map Server

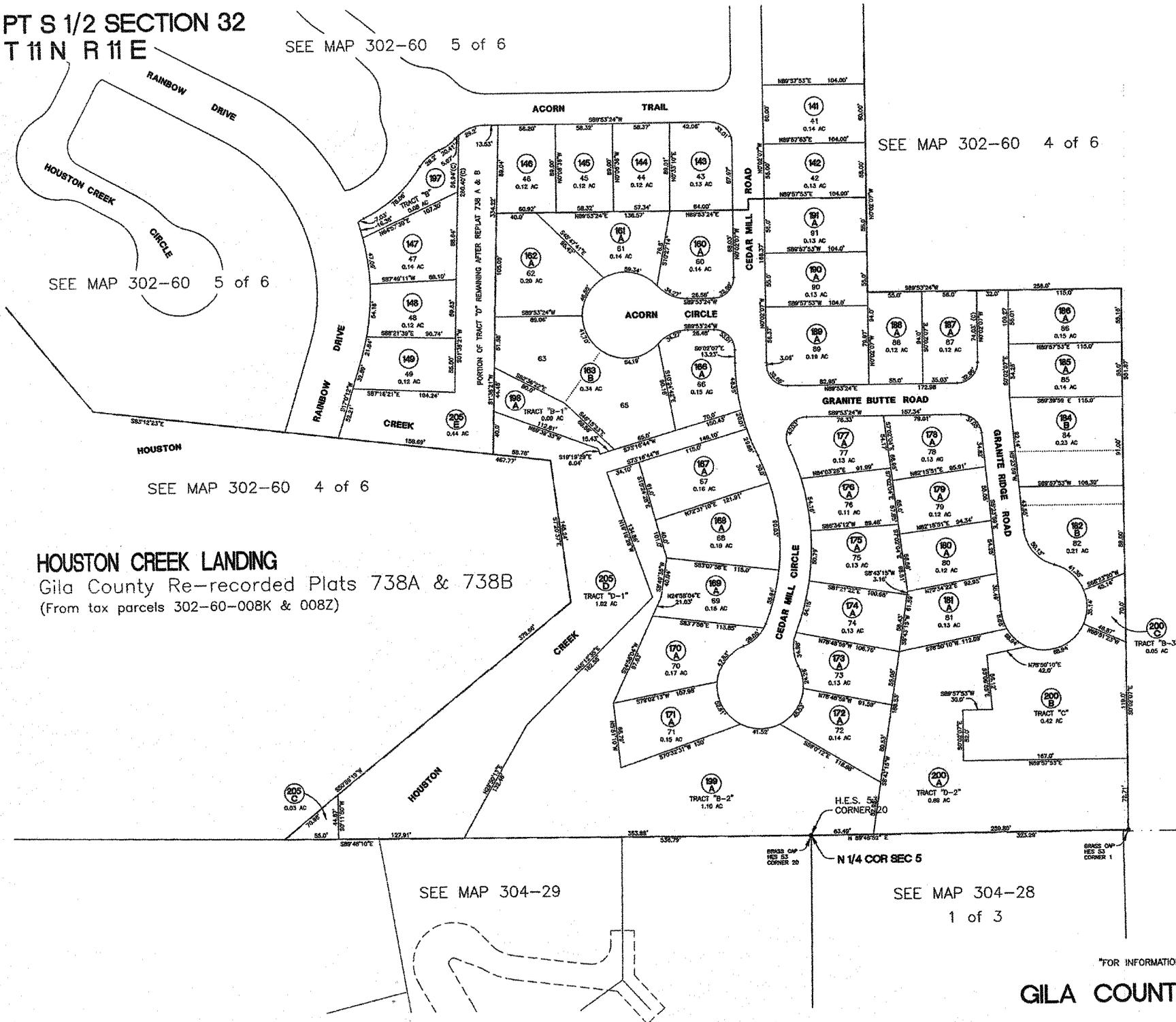
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start Inbox - Microsoft O... Arizona Tax Account... RealWare 2 Internet Explorer Document1 - Micros... 3:02 PM

PT S 1/2 SECTION 32  
T 11 N R 11 E

SEE MAP 302-60 5 of 6

302-60  
6 of 6  
CODE 1005  
UPDATED 7-2-12



SEE MAP 302-60 4 of 6

SEE MAP 302-60 5 of 6

SEE MAP 302-60 4 of 6

### HOUSTON CREEK LANDING

Gila County Re-recorded Plats 738A & 738B  
(From tax parcels 302-60-008K & 008Z)

SEE MAP 302-59

TONTO NATIONAL FOREST

SEE MAP 304-29

SEE MAP 304-28  
1 of 3

SCALE = 1" = 60'  
(C) = CALCULATED  
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

## GILA COUNTY ASSESSOR

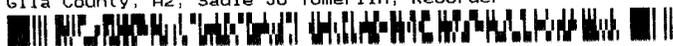
05-14-13

Posting in Houston Creek Landing  
Star Valley, Az

Parcel 302-60-199-A/200A/205D

Head towards Star Valley to Moonlight drive and goes into Rainbow Drive left on to Acorn Trail right to Cedar Mill Road which will go into Cedar Mill Circle. The hillside within this cul-de-sac is parcel **199 A**. Go back to Cedar Mill Circle to Granite Butte Road turn right on Granite Ridge Road. The cul-de-sac most of this is a water treatment plant to the right is a one vehicle dirt road and behind the plant is the hillside this is parcel **200 A**. Get back to Granite Butte road to the bridge between 166 A and 167 A is Houston Creek down and behind most of the lots on Cedar Mill Circle which is **205 D** and is a creek.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.



### TREASURER'S DEED A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

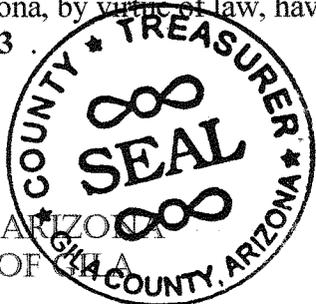
WHEREAS, on the **10 th** day of **April, 2013** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **19 th** day of **July, 2013**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **302-60-205-D**

DESCRIBED AS : **POR TRACT D-1, REPLAT LOTS 60 THRU 91 HOUSTON CREEK LANDING, PLAT 738, EXC COMM COR 20 HES 53; TH N89°48'10"W, 481.79' TO POB; TH N89°48'10"W, 55.0'; TH N50°59'19"E, 70.98'; TH S0°11'50"W, 44.87' TO POBSW¼ SEC 32 T11N R11E = 1.02 AC(OUT OF 302-60-205B)**

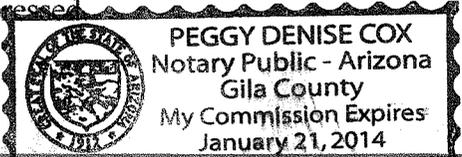
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **19 th** day of **July, 2013**.



*Debora Savage*  
\_\_\_\_\_  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this **19 th** day of **July, 2013** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: **1-21-2014**

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520  
PAYSON AZ 85547

POR TRACT D-1, REPLAT LOTS 60 THRU 91 HOUSTON CREEK  
LANDING, PLAT 738, EXC COMM COR 20 HES 53; TH N89°48'10"W,  
481.79' TO POB; TH N89°48'10"W, 55.0'; TH N50°59'19"E, 70.98'; TH  
S0°11'50"W, 44.87' TO POBSW¼ SEC 32 T11N R11E = 1.02 AC(OUT

**Parcel ID: 302-60-205-D**

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	23871	Tax	\$868.36	\$0.00	\$0.00	\$69.47	\$0.00	\$937.83
2011	24239	Tax	\$885.10	\$0.00	\$44.26	\$212.42	\$0.00	\$1,141.78
2010	23846	CP State Iss	\$742.18	\$742.18	\$47.11	\$296.87	\$0.00	\$1,086.16
2009	24081	CP State Iss	\$666.78	\$666.78	\$43.34	\$373.39	\$0.00	\$1,083.51
2008	24703	CP State Iss	\$681.58	\$681.58	\$44.08	\$486.20	\$0.00	\$1,211.86
2007	24252	CP State Iss	\$670.82	\$670.82	\$43.54	\$590.32	\$0.00	\$1,304.68
2006	23969	CP State Iss	\$591.70	\$591.70	\$39.59	\$615.37	\$0.00	\$1,246.66
2005	23762	Tax	\$587.72	\$0.00	\$0.00	\$19.59	\$607.31	\$0.00
2004	23760	CP Redeeme	\$537.80	\$681.91	\$1,465.76	\$110.27	\$2,113.83	\$0.00
			<b>\$6,232.04</b>	<b>\$4,034.97</b>	<b>\$1,727.68</b>	<b>\$2,773.90</b>	<b>\$2,721.14</b>	<b>\$8,012.48</b>

Taxes 5106.52  
 Int 2644.04  
 Fees 271.92  
 Masters 200.00  


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 8,222.48

2006-2012  
 8012.48  
 10.00 (11)  
 200.00 Maso  
 Fee  


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 8222.48  
 Clerk Admin. fee 50.00  


---

 \$8,272.48

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Elk Run Lic**

and situated in Gila County, Arizona:

**PARCEL # 302-60-205-D**

**Legal Description: POR TRACT D-1, REPLAT LOTS 60 THRU 91 HOUSTON  
CREEK LANDING, PLAT 738, EXC COMM COR 20 HES 53; TH  
N89°48'10"W, 481.79' TO POB; TH N89°48'10"W, 55.0'; TH  
N50°59'19"E, 70.98'; TH S0°11'50"W, 44.87' TO POBSW¼ SEC 32 T11N  
R11E = 1.02 AC(OUT OF 302-60-205B)**

which on the **13<sup>th</sup>** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **8222.48**  
as represented in Tax Sale Certificate No. **08-031800**

If redemption according to law be not made before the **19<sup>th</sup>** day of  
**July, 2013**, I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona



302-60-205 D





302.60-205D

302. 60-205 D



302-60-205D



302.60. 205 D



302-60-205D

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mapserver2012/mapviewer/ajax/?WEBLAYOUT=Library/((GilaCounty/W

File Edit View Favorites Tools Help

☆ Favorites ☆ Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS

Layers

- Pine 2011
- Pine 2005
- Rock House 2011
- Roosevelt 2011
- Roosevelt 2005
- Round Valley 2011
- Rye 2011
- Star Valley 2001
- Strawberry 2011
- Tonto Basin 2011
- Tonto Basin 2010
- Wonder Valley 2011
- Young 2011
- Young 2005
- Background Hillshade

Properties

Line\_Roads 1

Name	Value
LAYER	ROADS_STATEROUTE
GISCLASS	2

X: 371553.723322, Y: 1183103.350604 (IFOOT) 1 County Roads selected 1: 7205.94 4772.68 x 3127.56 (ft) Powered by Infrastructure Map Server

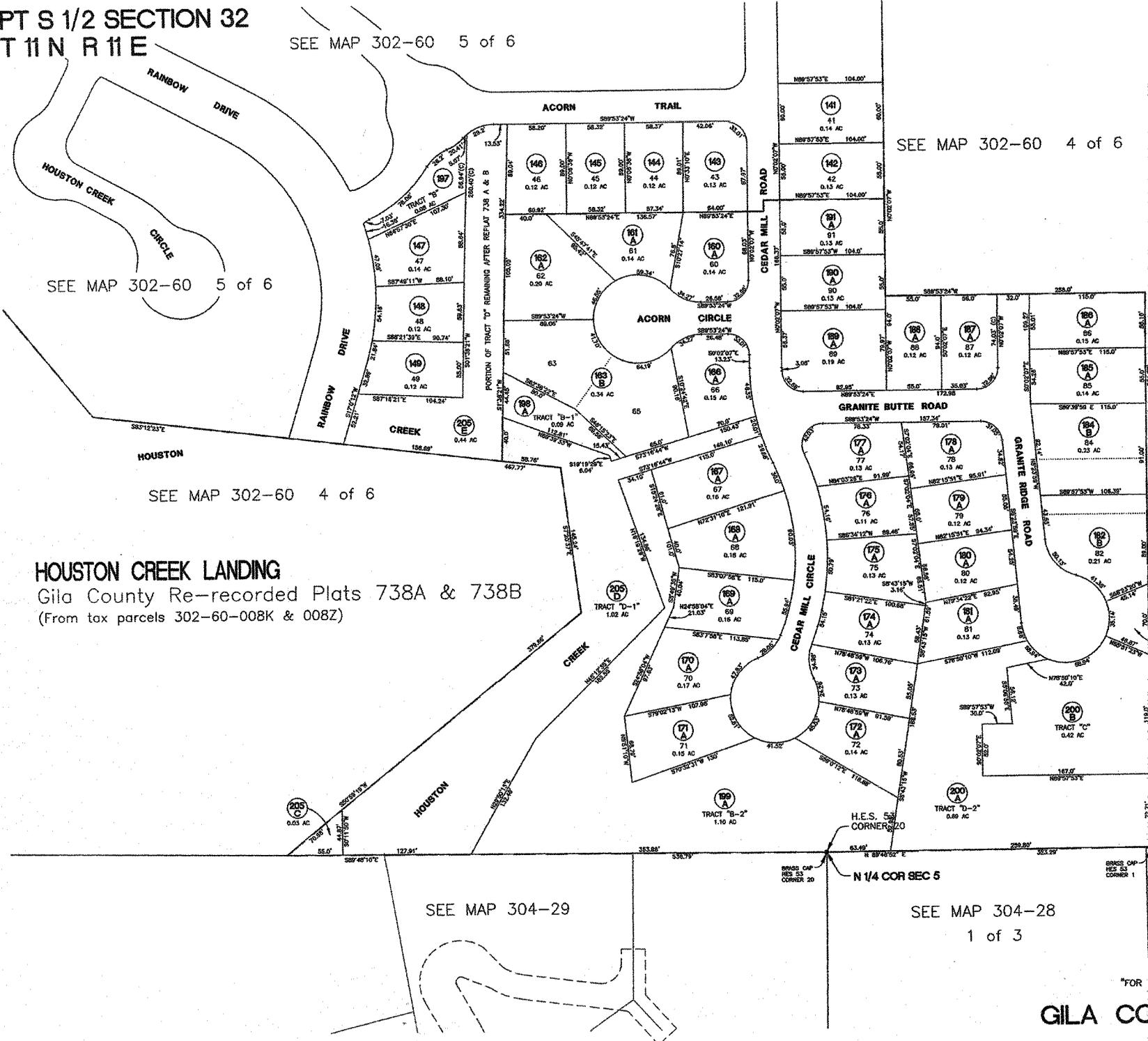
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PT S 1/2 SECTION 32  
T 11 N R 11 E

SEE MAP 302-60 5 of 6

302-60  
6 of 6  
CODE 1005  
UPDATED 7-2-12



SEE MAP 302-60 4 of 6

SEE MAP 302-60 5 of 6

SEE MAP 302-60 4 of 6

**HOUSTON CREEK LANDING**  
Gila County Re-recorded Plats 738A & 738B  
(From tax parcels 302-60-008K & 008Z)

SEE MAP 302-59

TONTO NATIONAL FOREST

SEE MAP 304-29

SEE MAP 304-28  
1 of 3

SCALE = 1" = 60'  
(C) = CALCULATED  
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."  
**GILA COUNTY ASSESSOR**

05-14-13

Posting in Houston Creek Landing  
*Star Valley, Az*

Parcel 302-60-199-A/200A/205D

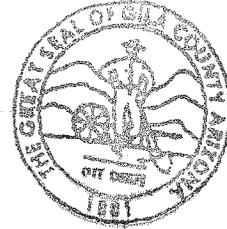
Head towards Star Valley to Moonlight drive and goes into Rainbow Drive left on to Acorn Trail right to Cedar Mill Road which will go into Cedar Mill Circle. The hillside within this cul-de-sac is parcel **199 A**. Go back to Cedar Mill Circle to Granite Butte Road turn right on Granite Ridge Road. The cul-de-sac most of this is a water treatment plant to the right is a one vehicle dirt road and behind the plant is the hillside this is parcel **200 A**. Get back to Granite Butte road to the bridge between 166 A and 167 A is Houston Creek down and behind most of the lots on Cedar Mill Circle which is **205 D** and is a creek.

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2013-008613 TD Page: 1 of 1  
07/23/2013 08:55:24 AM Receipt #: 13-5654  
Rec Fee: \$0 Gila County Treasurer's Office  
Gila County, Az, Sadie Jo Tomerlin, Recorder



TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said State of Arizona , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-03-192-A

DESCRIBED AS : POR OF SOUTH 5' EXCEPTION TO TONTO PLAZA MAP 191, BEG SW COR OF SAID EXCEPTION, THE E ALONG ERLY POR LOT 17 & 18 TO NE COR LOT 18 TH N 5', TH WRLY PARALLEL TO NORTH LINE LOT 18 TO THE WEST LINE OF SAID EXCEPTION, TH S 5' TO POB.SEC 03 T10N R10E; = 263 SQ

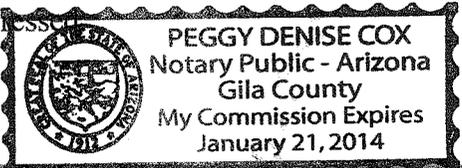
IN WITNESS WHEREOF, I, Debora Savage , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of July, 2013



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: 1-21-2014

Hard Copy

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

FELTMAN RONALD D & DOROTHY M  
C/O FELTMAN ELEANOR O  
4319 E MARION WAY  
PHOENIX AZ 85018

POR OF SOUTH 5' EXCEPTION TO TONTO PLAZA MAP 191, BEG  
SW COR OF SAID EXCEPTION, THE E ALONG ERLY POR LOT 17 &  
18 TO NE COR LOT 18 TH N 5', TH WRLY PARALLEL TO NORTH  
LINE LOT 18 TO THE WEST LINE OF SAID EXCEPTION, TH S 5' TO

**Parcel ID: 304-03-192-A**

**Figures below based on 07/19/2013**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	30575	Tax	\$9.22	\$0.00	\$0.00	\$1.10	\$0.00	\$10.32
2011	30975	Tax	\$9.44	\$0.00	\$5.00	\$2.64	\$0.00	\$17.08
2010	30296	CP State Iss	\$7.86	\$7.86	\$15.00	\$3.46	\$0.00	\$26.32
2009	30751	CP State Iss	\$7.54	\$7.54	\$15.00	\$4.52	\$0.00	\$27.06
2008	31420	CP State Iss	\$8.26	\$8.26	\$15.00	\$6.16	\$0.00	\$29.42
2007	30946	CP State Iss	\$8.70	\$8.70	\$15.00	\$8.00	\$0.00	\$31.70
2006	30647	CP State Iss	\$9.04	\$9.04	\$15.00	\$9.76	\$0.00	\$33.80
			<b>\$60.06</b>	<b>\$41.40</b>	<b>\$80.00</b>	<b>\$35.64</b>	<b>\$0.00</b>	<b>\$175.70</b>

Taxes 60.06  
 Int 35.64  
 Fees 90.00  
 Inas Fee 200.00  
 -----  
 385.70

2006-2012  
 175.70  
 10.00 (11)  
 200.00 Inas Fee  
 -----  
 385.70  
 Clerk Admin. fee 50.00  
 -----  
 \$ 435.70

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real property  
owned by:

**Feltman Ronald D & Dorothy M  
C/O Feltman Eleanor O**

and situated in Gila County, Arizona:  
**PARCEL # 304-03-192-A**

**Legal Description: POR OF SOUTH 5' EXCEPTION TO TONTO PLAZA MAP  
191, BEG SW COR OF SAID EXCEPTION, THE E ALONG ERLY FOR LOT 17  
& 18 TO NE COR LOT 18 TH N 5' TH WRLY PARALLEL TO NORTH LINE  
LOT 18 TO THE WEST LINE OF SAID EXCEPTION, TH S 5' TO POB. SEC 03  
T10N R10E; = 263 SQ**

which on the **13 th** day of **February 2008**, was sold to

**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to \$ **385.70**  
as represented in Tax Sale Certificate No. **08-031888**

If redemption according to law be not made before the **19 th** day of  
**July, 2013** I will convey said premises to such applicant  
or his assigns.

**Debora Savage**  
Treasurer of Gila County, Arizona



304-03-192 A

304-03-192 A





304-03-192 A

304-03-192A

Gila County GIS - Windows Internet Explorer

http://gis-int.gilacountyaz.gov/mappserver/2012/mapp/planensjov/WEBLAYOUT-Library/GilaCounty/w

File Edit View Favorites Tools Help

Google Search Share More Sign In

Favorites Suggested Sites Free Hotmail Get more Add-ons

Gila County GIS Page Safety Tools

Layers

- Gisela 2005
- Globe-Miami 2011
- Globe-Miami 2006
- Hayden Winkleman 2011
- NAIP 2010
- NAIP 2007
- OxBow Estates 2011
- Payson CAAG 2011
- Payson 2011
- Payson 2005
- Pine 2011
- Pine 2005
- Rock House 2011

Properties

0 features selected

X: 349874.457814, Y: 1178820.170139 (FOOT) 1: 1423.40 982.29 x 563.20 (ft) Powered by Infrastructure Map Engine

\* Feltman

05-14-13

Posting in Payson, Az

Parcel 304-03-192 A

Parcel is within the Tonto Plaza. The Circle K is parcel 178/Right in front of Steve's Delco 176G. This strip was left from a 1/24 th interest in the parking area of Tonto Plaza, that was eliminated years ago.

**ARF-2206**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

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

**Department:** Clerk of the Board of Supervisors

---

Information

Request/Subject

A sealed bid for the purchase of 16 parcels of State-owned land.

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual property tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Clerk of the Board, Treasurer and Assessor, and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. A quit claim deed will then be issued to the successful bidder transferring ownership of the property.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

A sealed bid has been submitted by Dan Mead of Cornerstone Lands/DLM/LLC on behalf of Desert Fox Van Dyke Company for the purchase of 16 parcels of land that were deeded to the State of Arizona. Information pertaining to these parcels is attached to this agenda item.

Conclusion

All of these parcels of land were owned by Occidental Minerals Company prior to being deeded to the State of Arizona. All of the parcels only pertain to purchasing the subsurface rights. If the Board of Supervisors approves the bid to purchase all sixteen (16) parcels, the total amount owed to the County would be \$23,444.35. Per statute, the successful bidder must also pay \$10 per parcel to record the Quit Claim Deeds.

It is in the County's best interest for the Board of Supervisors to consider the offer to purchase these 16 parcels of State-owned land.

Recommendation

It is recommended that the Board of Supervisors consider the offer for the purchase of 16 parcels of land.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel numbers 206-19-502, 206-21-515, 206-21-517, 206-21-518, 206-21-519, 206-21-520, 206-21-521, 206-21-522, 206-21-523, 206-21-524, 206-21-525, 206-21-526, 206-21-527, 206-21-529, 206-21-531, and 206-22-500. **(Marian Sheppard)**

---

Attachments

Bid Form

Clerk of the Board's Parcel Information

Treasurer's Office Parcel Information

## BID TO PURCHASE LANDS HELD BY THE STATE UNDER TAX DEED

GENERAL INFORMATION		
DATE OF PROPOSAL	11-12-13	
BIDDER NAME	Desert Fox Van Dyke Co.	
BIDDER MAILING ADDRESS	11280 N. Shadow Vista Place Tucson, AZ 85742	
PHONE NUMBER	520 419-2622	
TAX PARCEL NUMBER	16 parcels - see attached list	
GENERAL LOCATION	all in section 30 of Miami area	
<b>NAME(S) TO BE PLACED ON DEED &amp; MARITAL STATUS</b> (Disclaimer <b>must</b> be filled out by husband & wife if person is married and wants in one name only.)  <div style="text-align: center; font-size: 2em;">X</div>		
SEALED ENVELOPE CONTAINING BID OFFER	Initials of person presenting envelope to Clerk's Department: _____ Initials of person receiving bid offer envelope: <span style="font-size: 1.5em;">MS</span>	
<b>IF PLACING A BID THAT IS LESS THAN THE TOTAL LIEN AMOUNT:                  DOCUMENTATION MUST BE ATTACHED TO THIS FORM SHOWING OWNERSHIP                  OF ADJOINING PROPERTY.</b>		
TREASURER'S REPORT		
FORM RECEIVED AT TREASURER'S OFFICE - DATE: _____ Initials: _____		
TAXES DUE	_____	
INTEREST/PENALTIES	_____	
PUBLICATION FEES	_____	
RECORDING FEES	_____	
TOTAL DUE	_____	
ASSESSOR'S REPORT		
FORM RECEIVED AT ASSESSOR'S OFFICE - DATE: _____ Initials: _____		
<b>PLEASE ATTACH PROPERTY STATUS INQUIRY REPORT</b>		
REVIEWED BY: _____		
BOARD OF SUPERVISORS ACTION		
APPROVED	REJECTED	OTHER
DATE OF SALE	AMOUNT DUE (Cash, Cashier's Check or Money Order only)	
<b>WITHIN 48 HOURS OF SALE, PAYMENT MUST BE SUBMITTED TO THE CHIEF DEPUTY CLERK                  OF THE BOARD - PAYABLE TO THE GILA COUNTY TREASURER</b>		
DATE PAYMENT RECEIVED	AMOUNT	

I HAVE READ AND UNDERSTAND THIS PROCESS

Date: *November 11, 2013*

Signature



DAN MEARD

Parcle Number	Legal description	Lien amount
206-19-502	206-19-201 We own 206-19-501	\$1,632.72
206-21-515	206-21-076	\$2,139.83
206-21-517	Under Christina Aparments Miami	\$1,366.74
206-21-518	206-21-133	\$1,623.58
206-21-519	206-21-160	\$1,623.58
206-21-520	206-21-045A	\$1,623.58
206-21-521	206-21-042E	\$1,623.58
206-21-522	206-21-016	\$1,620.38
206-21-523	206-21-017	\$1,620.38
206-21-524	206-21-140	\$1,620.38
206-21-525	206-21-109	\$1,620.38
206-21-526	206-21-109	\$1,620.38
206-21-527	206-21-107	\$1,620.38
206-21-529	Part of Lot 610 Live Oak Addition	\$229.62
206-21-531	Lots 7 & 9 Indian Hills Addition	\$396.68
206-22-500	In ROW Sanfe Pacific Railroad	\$1,462.16

Total purchase price

\$ 23,444.35

A sealed bid has been submitted by Dan Mead on behalf of Desert Fox Van Dyke Company. All of these parcels were owned by Occidental Minerals Corporation prior to being deeded to the State of Arizona.

To be considered by the Board of Supervisors on November 19, 2013.

PARCEL #	YEAR DEEDED TO THE STATE OF AZ	LEGAL DESCRIPTION (ADDITIONAL INFORMATION IS IN PARENTHESES AND IN BOLD LETTERING, WHICH IS NOT PART OF THE LEGAL DESCRIPTION)	LIEN AMOUNT (\$)
206-19-502	2011	SUBSURFACE RIGHTS ONLY ON 206-19-201. <b>(THIS PARCEL LIES ABOVE 212 S. PROSPECT AVENUE, MIAMI.)</b>	\$1,632.72
206-21-515	2011	SUBSURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT 718 BLK 10 333/919 356/923 <b>(PARCEL LOCATED BENEATH PARCEL 206-21-076 IN MIAMI.)</b>	\$2,139.83
206-21-517	2008	SUBSURFACE RIGHTS BELOW 500 FEET HIGH SCHOOL ADD LOTS 1 2 3 4 BLK 1 INDIAN HILL ADD ALL OF BLK 6 & PCL S OF BLK 6 BEG SW COR BLK 6; TH N 44 DEG 32 MIN E 184.64 FT; TH S 30 DEG 55 MIN E 268.68 FT; TH S 66 DEG 29 MIN W 205.86 FT; TH N 23 DEG 31 MIN W 197.42 FT TO POB <b>(SUBSURFACE RIGHTS ONLY, WHICH ARE UNDER CHRISTINA APARTMENTS IN MIAMI)</b>	\$1,366.74
206-21-518	2011	SUBSURFACE RIGHTS BELOW 500 FT POR LOT 12 BLK 2 INDIAN HILL ADD BEG AT PNT WH BEARS S 35DEG 38MIN E 7FT FR NELY COR LOT 12; TH S 35DEG 38MIN E 62.43FT; TH S 45 DEG 18MIN E 162.05FT; TH ALG ARC OF CURVE TO RIGHT 61.6FT; TH S 74DEG 17MIN W 105.6FT; TH N 54DEG 02MIN W 76.47FT; TH N 30DEG 55MIN W 182.1FT; TH NELY 125FT TO POB <b>(SUBSURFACE RIGHTS – THIS PARCEL IS LOCATED BENEATH PARCEL 206-21-133, WHICH IS THE MIAMI LIBRARY, 282 S. ADONIS AVENUE.)</b>	\$1,623.58

206-21-519	2011	SUBSURFACE RIGHTS BELOW 500FT HIGH SCHOOL ADD ALL OF BLK 2 ( <b>PARCEL LOCATED BENEATH PARCEL 206-21-160, AT 294 S. CEDAR AVENUE, MIAMI.</b> )	\$1,623.58
206-21-520	2011	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E BEG SE COR LOT 402; TH S 48DEG 51MIN W 45.6FT; TH N 48DEG 04MIN W 46.11FT; TH N 39DEG 30MIN E 54.16FT; TH S 38DEG 40MIN E 54.57FT TO POB ( <b>PARCEL LOCATED BENEATH PARCEL 206-21-045-A IN MIAMI.</b> )	\$1,623.58
206-21-521	2011	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E BEG NW COR LOT 402; TH N 62DEG 48MIN E 30.19FT; TH S 43DEG 30MIN E 16.43FT; TH S 48DEG 04MIN E 32.07FT; TH S 39DEG 30MIN W 33.34FT; TH N 41DEG 09MIN W 60.37FT TO POB ( <b>PARCEL LOCATED BENEATH PARCEL 206-21-042-E, 182 S. GLASS CANYON, MIAMI.</b> )	\$1,623.58
206-21-522	2011	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD PT LOT 832 BLK 2 ½ ON 25.5X80 BEG AT THE SE COR OF LOT 832 BLK 2 TH SWLY ALNG THE S END LINE OF LOT 832 & PAR WITH MERRITT ST 25.5FT TH NWLY PAR WITH W SIDELINE OF LOT 832 TH NELY ALNG TH N ENDLINE OF LOT 832 25.5FT TH SELY ALNG THE E LINE OF LOT 832 80FT TO POB ( <b>PARCEL LOCATED BENEATH PARCEL 206-21-016, 808 W. MERRITT STREET, MIAMI.</b> )	\$1,620.38
206-21-523	2011	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD W 24.5FT OF THE S 80FT OF LOT 832 BLK 2 ( <b>PARCEL LOCATED BENEATH PARCEL 206-21-017, 812 W. MERRITT STREET, MIAMI.</b> )	\$1,620.38
206-21-524	2011	SUBSURFACE RIGHTS BELOW 40FT BEG NE COR OF LOT 2 OF BLK 4 INDIAN HILL ADD TH N 89DEG 59MIN W ALNG N LINE OF LOT 2 100FT TH SELY 65FT M/L TO SW COR OF LOT 2 TH NELY 106FT TO PT ON NELY ENDLINE OF LOT 4 15FT SELY FR NE COR OF LOT 4 TH NWLY ALNG WLY SIDE OF	\$1,620.38

		<b>CEDAR AVE 50FT TO POB (PARCEL LOCATED BENEATH 206-21-140-A, 192 S. CEDAR AVENUE, MIAMI.)</b>	
206-21-525	2011	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 602 BLK 14 <b>(PARCEL LOCATED BENEATH PARCEL 206-21-109, MIAMI.)</b>	\$1,620.38
206-21-526	2011	SUBSURFACE RIGHTS LIVE OAK ADD LOT 718 BLK 4 <b>(PARCEL LOCATED BENEATH PARCEL 206-21-024, 746 W. MERRITT STREET, MIAMI.)</b>	\$1,620.38
206-21-527	2011	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 600 BLK 14 <b>(PARCEL LOCATED BENEATH PARCEL 206-21-107, 701 W. SMITH STREET, MIAMI)</b>	\$1,620.38
206-21-529	1990	SUBSURFACE RIGHTS ONLY LIVE OAK ADDITION, PART OF LOT 610, BLOCK 10 (EXCEPT 40 X 90 FEET); INDIAN HILL ADDITION, NORTH PART OF LOT 16, BLOCK 5 (THE ABOVE 2 PARCELS MAKE ONE LOT). (DOCKET 811-PAGE 321)	\$229.62
206-21-531	2004	SUBSURFACE RIGHTS BELOW THE DEPTH OF 40' OF N ½ LOTS 7 & 9 BLK 3 INDIAN HILLS ADDITION TO THE ORIGINAL TOWNSITE OF MIAMI SEC 30 T1N R15E <b>(SUBSURFACE RIGHTS ONLY)</b>	\$396.68
206-22-500	2011	SUBSURFACE RIGHTS ONLY BELOW 500FT IN POR OF SPRR R/W IN NW SE SEC 30 T1N R15E DESC MORE FULLY IN DKT 369/715-716. <b>(PARCEL LOCATED UNDER RAILWAY, MIAMI.)</b>	\$1,462.16

Parcel Number	Legal Description	Taxes	Interest	Fees	Treas. Fee	BOS FEE	Lien Amount
206-19-502	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS ONLY ON 206-19-201	402.25	866.47	114.00	200.00	50.00	1632.72
206-21-515	Section: 30 Township: 1 N Range: 15 SUB SURFACE RIGHTS BELOW 40', LOT 718 BLK 10 OF LIVE OAK ADDITION PLAT 37333/919356/923	565.14	1210.69	114.00	200.00	50.00	2139.83
206-21-517	UBSURFACE RIGHTS BELOW 500FTHIGH SCHOOL ADD LOTS 1 2 3 4 BLK 1 INDIAN HILL ADD ALL OF BLK 6 & PCL S OF BLK 6 BEG SW COR BLK 6; TH N 44DEG 32MIN E 184.64FT;TH S 30DEG 55MIN E 268.68FT;TH S 66DEG 29MIN W 205.86FT;TH N 23DEG 31MIN W 197.42FT TO POB	345.73	657.01	114.00	200.00	50.00	1366.74
206-21-518	SUBSURFACE RIGHTS BELOW 500FT POR LOT 12 BLK 2 INDIAN HILL ADD PLAT 41 BEG AT PNT WH BEARS S 35DEG 38MIN E 7FT FR NELY COR LOT 12;TH S 35DEG 38MIN E 62.43FT;TH S 45DEG 18MIN E 162.05FT;TH ALG ARC OF CURVE TO RIGHT 61.6FT;TH S 74DEG 17MIN W 105.6FT; TH N 54DEG 02MIN W 76.47FT;TH N 30DEG 55MIN W 182.1FT;TH TH NELY 125FT TO POB	397.53	862.05	114.00	200.00	50.00	1623.58
206-21-519	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS BELOW 500 FT, HIGH SCHOOL ADD ALL OF BLK 2 IN HIGH SCHOOL ADDITION PLAT PLAT 55	397.53	862.05	114.00	200.00	50.00	1623.58
206-21-520	Section: 30 Township: 1 N Range: 15E SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADDITION PLAT 37 SEC 30 T1N R15E, BEG SE COR LOT 402;TH S 48DEG 51MIN W 45.6FT;TH N 48DEG 04MIN W 46.11FT;TH N 39DEG 30MIN E 54.16FT;TH S 38DEG 40MIN E 54.57FT TO POB	397.53	862.05	114.00	200.00	50.00	1623.58

Parcel Number	Legal Description	Taxes	Interest	Fees	Treas. Fee	BOS FEE	Lien Amount
206-21-521	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADDITION PLAT 37 SEC 30 TIN R15E BEG NW COR LOT 402;TH N 62DEG 48MIN E 30.19FT;TH S 43DEG 30MIN E 16.43FT;TH S 48DEG 04MIN E 32.07FT;TH S 39DEG 30MIN W 33.34FT;TH N 41DEG 09MIN W 60.37FT TO POB	397.53	862.05	114.00	200.00	50.00	1623.58
206-21-522	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADDITION PLAT 37 PT LOT 832 BLK 2 DESCRIBED AS THE NORTH 80.0' OF THE EAST 25.5' OF LOT 832 BLOCK 2	396.90	859.48	114.00	200.00	50.00	1620.38
206-21-523	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS BELOW 40FT,W 24.5FT OF TH S 80FT OF LOT 832 BLK 2 OF LIVE OAK ADDITION PLAT 37	396.90	859.48	114.00	200.00	50.00	1620.38
206-21-524	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS BELOW 40FT, BEG NE COR OF LOT 2 OF BLK 4 INDIAN HILL ADDITION PLAT 41 TH N 89DEG 59MIN W ALNG N LINE OF LOT 2 100 FT, TH SELY 65 FT M/L TO SW COR OF LOT 2, TH NELY 106 FT TO PT ON NELY ENDLINE OF LOT 4 15 FT SELY FR NE COR OF LOT 4 TH NWLY ALNG WLY SIDE OF CEDAR AVE 50FT TO POB	396.90	859.48	114.00	200.00	50.00	1620.38
206-21-525	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS,W 50FT LOT 602 BLK 14 OF LIVE OAK ADDITION PLAT 37	396.90	859.48	114.00	200.00	50.00	1620.38
206-21-526	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS, LOT 718 BLK 4 LIVE OAK ADDITION PLAT 37	396.90	859.48	114.00	200.00	50.00	1620.38
206-21-527	Section: 30 Township: 1 N Range: 15 SUBSURFACE RIGHTS, WEST 50FT OF LOT 600 BLK 14 OF LIVE OAK ADDITION PLAT 37	396.90	859.48	114.00	200.00	50.00	1620.38

Parcel Number	Legal Description	Taxes	Interest	Fees	Treas. Fee	BOS FEE	Lien Amount
206-21-529 (Deeded to State in 1990 folder in storage)	SUBSURFACE RIGHTS ONLY LIVE OAK ADD PT LOT 610 BLK 10 (ALL EXC 40X90FT OF); INDIAN HILLADDN PT LOT 16 BLK 5THE ABOVE 2PCL MAKE ONE LOT 3/255192/514	32.12	18.98	128.52		50.00	229.62
206-21-531	SUBSURFACE RIGHTS BELOW THE DEPTH OF 40' OF N 1/2 LOTS 7 & 9 BLK 3 INDIAN HILL ADDITION TO THE ORIGINAL TOWNSITE OF MIAMI SEC 30 T1N R15E	35.60	21.08	90.00	200.00	50.00	396.68
206-22-500	Section: 30 Township: 1 N Range: 15 SUB-SURFACE RGHTS ONLY BELOW 500FT IN POR OF SPRR R/W IN NW SE SEC 30 T1N R15E DESC MORE FULLY IN DKT 369/715-716	345.95	752.21	114.00	200.00	50.00	1462.16
						TOTAL	23444.35

**ARF-2177**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013  
**Submitted For:** Malissa Buzan, Community Services Division Director  
**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division  
**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.  
**Fiscal Year:** 2013/2014 **Budgeted?:** Yes  
**Contract Dates** Unknown **Grant?:** Yes  
**Begin & End:**  
**Matching Requirement?:** No **Fund?:** New

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Information

Request/Subject

Community Development Block Grant Application FY 2013/2014 Arizona Department of Housing.

Background Information

On July 16, 2013, a public hearing was held at the regular meeting of the Board of Supervisors in accordance with the statutory requirements to apply for Community Development Block Grant (CDBG) funding.

At this time the Gila County Community Services Division/ Housing Program is submitting an application to apply for CDBG State Special Project funding. If approved and a contract is awarded, the amount of funding received will be \$300,00.00.

Evaluation

If funding is awarded, Gila County Community Services Division, Housing Program will rehabilitate approximately 6 low-moderate income households. Approximately \$41,000.00 will be spent per project to bring these households up to minimum State Rehabilitation Standards.

Conclusion

By the Board of Supervisors approving the submission of this application, and if funding is awarded to Gila County, it will be used to rehabilitate approximately 6 low- to moderate-income households in Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this application.

Suggested Motion

Information/Discussion/Action to authorize the submission of a FY 2013-2014 Community Development Block Grant Application to the Arizona Department of Housing to apply for \$300,000 of State Special Project Funds to be used for owner-occupied housing rehabilitation projects for qualified Gila County residents. **(Malissa Buzan)**

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Attachments

Community Development Block Grant Application FY 13-14  
CDBG Public Hearing Notice FY13-14



**FORM 1**  
**FY 13/14 COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**

<input type="checkbox"/>	<b>A. Regional Account (RA) COG:</b>	<input checked="" type="checkbox"/>	<b>B. State Special Project (SSP) OOHR</b>
<input type="checkbox"/>	<b>C. Colonias</b>	<input type="checkbox"/>	<b>D. NRS: Date approved: / / Approval on page:</b>

<b>1. Applicant and DUNS Number:</b> Gila County 02407139	<b>2. Legislative/ Congressional Districts:</b> 1/5
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**3. Address (with 9-digit zip code):** 5515 S. Apache Ave, Suite 200, Globe, Az. 85501  
**Name of County Applicant Located In:** Gila

<b>4. Contact Person/Title (Grantee)</b> Malissa Buzan/Director	<b>5. Contact Person/Title (COG/Other):</b> Director
--------------------------------------------------------------------	---------------------------------------------------------

<b>Phone/Fax/Email:</b> 928-425-7631/928-425-9468/mbuzan@gilacountyaz.gov	<b>Phone/Fax/Email:</b> 928-425-9468 mbuzan@gilacountyaz.gov
---------------------------------------------------------------------------	--------------------------------------------------------------

6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	54,000.00	0	CDBG	54,000.00
2. OOHR	246,000.00	0	CDBG	246,000.00

**Total CDBG Funds Requested for this Project (Activities #1 and #2):** \$ 300,000.00

8. List all other activities applied for this fiscal year. Indicate by  which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG \$ only)	CDBG USE ONLY - Contract No.
<input checked="" type="checkbox"/> a. CDBG Regional Account FY 13/14	98,853.00	
<input type="checkbox"/> b.		
<input type="checkbox"/> c.		
<input type="checkbox"/> d.		

**9. Total CDBG Funds Requested** (all activities applied for this fiscal year, including administration): \$ 398,853.00

**10. Certification:** To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official \_\_\_\_\_ Date: 11-19-13

Name (typed): Michael A. Pastor Title: Chairman, Gila County Board of Supervisors

**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATION SUMMARY**

1. Applicant: Gila County

ITEM		a. CDBG \$	b. Non-CDBG \$*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/COG Agreement				
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title: Director	10%	10545.00		
3.2 Position #2 Title: Admin Assistants	18%	18695.00		
3.3 Position #3 Title: Fiscal Manager	18%	7350.00		
3.4 Position #4 Title: Accountant	18%	8960.00		
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		3000.00		
6. Office Supplies and Equipment		2000.00		
7. Advertising/Publications		250.00		
8. Indirect Costs (% documented by cost allocation plan)		2700.00		
9. Other Operating Expenses ( <i>specify</i> )				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		500.00		
<b>10. TOTALS</b>		<b>54,000.00</b>		

\* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title): Nick Montague, Accountant

b. Provide the street address for the location of the financial records: 5515 S. Apache Ave., Ste 200, Globe, Az 85501

12. Provide a narrative explanation on the source of funds listed in column b. identified as Leverage (L) or Other (O):



**FORM 3  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ACTIVITY BUDGET**

1. Applicant: Gila County		2. Activity Name: OOHR	
	<b>a. CDBG \$</b>	<b>b. Non-CDBG \$ *</b>	<b>c. TOTAL \$</b>
3. Environmental Review Record Check box if included in Administration: <input type="checkbox"/>			
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured <input type="checkbox"/> Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/>	196,800.00		196,800.00
5. Construction Contract Work (include materials and DB wage rates)			
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) (must comply with the Uniform Relocation Act)			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/>	49,200.00		49,200.00
9. Other (specify or attached as page )			
10. For City/Town, County or Other Construction			
10.1 Purchase of Materials			
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc. )			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page )			
11. TOTALS	246,000.00		246,000.00
* Indicate in parentheses if the amount on Non-CDBG is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.			

12. Provide a narrative explanation on the source of Non-CDBG funds listed in column b. identified as Leverage (L) or Other (O):



COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. Applicant: Gila County

2. Activity Name: OOHR

3. Map(s) attached as page(s)

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

- a. [X] Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
b. [ ] Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
c. [ ] Residential rental rehabilitation, more than two units (51% low and moderate income persons)
d. [ ] New housing construction (only eligible if executed by a sub-recipient) Proforma attached as page
e. [ ] Acquisition or conversion of property for housing Proforma attached as page
f. [ ] Housing services
g. [X] Lead-based paint hazard evaluation and reduction
h. [ ] Infrastructure related to a proposed housing project Proforma attached as page
i. [ ] Home Ownership Assistance (Home Ownership Assistance Guidelines required)
j. [ ] NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
k. [ ] Commercial Rehabilitation
l. [ ] Other (describe):

5. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.

Gila County will provide owner occupied housing rehab to approximately 6 low - moderate income households. We will spend approximately \$41,000.00 per project to bring them up to minimum State Rehabilitation Standards.

6. For construction or acquisition or conversion of property, complete the following:

- a. Is the site properly zoned? Yes  No  If no, when will the zoning issue be resolved?
- b. Are all utilities presently available to the site?  Yes  No If no, which utilities must be brought to the site?  
Who has the responsibility for bringing utilities to the site?
- c. Provide copy of deed of ownership as page

**7. WHY ARE YOU GOING TO DO IT?**

Describe the problems and conditions or other factors that indicate a need for the activity.  
 Gila County has an area of 4,768 square miles. With a high percentage of homes built before 1939. Our housing stock is in a very poor condition, especially in the southern part of Gila County, with a high percentage of elderly population. We would like to continue to preserve our housing stock allowing our elderly and low-income population to remain in their homes as long as possible. Our economic outlook has remained dismal, with above average unemployment rates hovering around 10%, and waves of foreclosure emergencies and recession, that the rest of the State of Arizona is experiencing, our housing stock continues to be wholly inadequate and our waiting list for OOHR runs at the 100 applicants range. That is why we propose to rehabilitate 6 owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 12	d. Total Number of Units: 6
b. Total Low Moderate People: 12	e. Total Low Moderate Units: 6
c. LM Percentage:	f. Source of Information as page:

9. Will there be program income generated from the activity?  Yes  No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

**Estelle Belarde, Housing Assistant, (928) 425-7631, will be responsible for ensuring that the 6 households meet low - moderate income guidelines, by obtaining income and asset verification via third party sources.**

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." *Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.*

**We will use HQS as well as the State of Arizona Rehabilitation Standards for all projects.**

12. For housing acquisition, conversion, or new construction projects and programs, indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

n/a

13. a. For housing acquisition, construction, or conversion projects, attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page n/a.

b. Proforma attached as page

14. For all rental housing projects and programs:

a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

b. a definition of affordable;

c. a method whereby such were made public; and

d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page )

15. For homeownership assistance, include the following:

- a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.
  
- b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated?  Yes (Describe plans or see page )  No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

- a. Copy of articles of incorporation attached as page
- b. By-laws attached as page
- c. Tax exempt status attached as page
- d. Current board of directors attached as page
- b. Most recent audit and financial report attached as page
- c. Civil Rights Certification attached as page
- d. Financial Management Certification attached as page
- h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page



**FORM 12**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**DEMOGRAPHIC/RACIAL DATA**

<b>1. Applicant Name</b>	Gila County	<b>2. Project Name</b>	OOHR
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This form should be used to capture demographic/racial data for CDBG-funded projects.

**3. Demographic/Ethnicity Data**

- a) Source of Racial/Demographic Data: Pre-Application Forms
- b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
<b>Single Race Categories</b>				
White	13	100	3	100
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
<b>Multi-Race Categories:</b>				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Non-Hispanic/Latino Ethnicity				
<b>TOTAL 6)</b>	<b>13</b>	<b>100</b>	<b>3</b>	<b>100</b>

<b>Total Hispanic/Latino Ethnicity 7)</b>			<b>3</b>	
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For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.



**FORM 14**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**LIMITED CLIENTELE LOW MOD INCOME BENEFIT**

1. Applicant: **Gila County**

2. Activity Name: **Owner Occupied Housing Rehab**

**LIMITED CLIENTELE LOW MOD INCOME BENEFIT**

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: **13**

b. Total Low and Moderate Income Persons to be Served: **13** (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
<input type="checkbox"/>	1) Abused Children	
<input type="checkbox"/>	2) Battered Spouses	
<input type="checkbox"/>	3) Elderly Persons (62 and older)	
<input type="checkbox"/>	4) Homeless Persons	
<input type="checkbox"/>	5) Illiterate Persons	
<input type="checkbox"/>	6) Migrant Farm Workers	
<input checked="" type="checkbox"/>	7) Adults w/Severe Disabilities*	2
<input type="checkbox"/>	8) Persons Living with AIDS	
<input checked="" type="checkbox"/>	9) Persons earning 80% or less of median income and not included in other groups listed above.	11

c. Percentage of Low/Moderate Income to be Served: **100%** (b ÷ a)

d. The source of the data in a. and b: **OOHR PreApplication Forms(or attached as page )**

\* See Instructions for definition of Adults with Disabilities



Arizona  
Department  
of Housing

**FORM 16 - HR**  
**CDBG - MILESTONES FOR PROJECT PLANNING**  
**HOUSING REHABILITATION**

**1. Applicant** Gila County

**2. Activity** OOHR

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones↓	Months→	1	2	3	4	5	6	7	8	9	10	11	12
		April 14	May 14	June 14	July 14	Aug 14	Sept 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15
General ERR	3/15/14												
Marketing	Ongoing		X			X		X		X		X	
Quarterly Progress Reports					7-15-14			10.15.14			1.15.15		
Request for Payment (at least quarterly)													
House(s) #1, 2,3													
ERR (Appendix A)			4-15-14										
Initial Inspection & Work write-ups			x	x	7-1-14								
Procurement					x	x	9-1-14						
Construction & Final Inspection							9-10-14	x	x	x	1-10-15		
House(s) #4,5,6													
ERR (Appendix A)							9-1-14						
Initial Inspection & Work write-ups					x	x	9-10-14						
Procurement							x	x	11-10-14				
Construction & Final Inspection										x	x	x	3-10-15

<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>Milestones</b> ↓ <b>Months</b> →													
	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	
	Apr 15	May 15	June 15	July 15	Aug 15	Sept 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	
<b>Marketing</b>													
<b>Quarterly Progress Reports</b>	4-15-15			7-15-15			10-15-15						
<b>Request for Payment (at least quarterly)</b>													
<b>House(s) #5</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #6</b>													

ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>CLOSEOUT</b>													
<b>Milestones</b> ↓ <b>Months</b> →	x	x	x	x	x	9-15-15							
	25	26	27	28	29	30	31	32	33	34	35	36	
<b>Marketing</b>													
<b>Quarterly Progress Reports</b>													
<b>Request for Payment (at least quarterly)</b>													
<b>House(s) #</b>													



## CERTIFICATIONS

### APPLICANT CERTIFICATIONS FOR FY13/14

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

\_\_\_\_\_  
Signature of Mayor or Chair of County Board

11-19-13  
Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors  
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.



**RESOLUTION NO. 13-07-02**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2013-2014 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGIONAL ACCOUNT AND STATE SPECIAL PROJECTS FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

**WHEREAS**, the State of Arizona is administering the Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

**WHEREAS**, the activities within this application address the community's identified housing and community development needs, including the needs of low- and moderate-income persons; and

**WHEREAS**, an applicant of State CDBG funds is required to comply with the program guidelines and federal statutes and regulations.

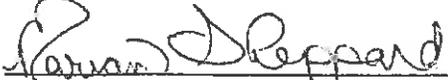
**THEREFORE, BE IT RESOLVED** that the full body of the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2013-2014 CDBG funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for housing rehabilitation; and authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

**BE IF FURTHER RESOLVED** that this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and

moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and that the County of Gila will comply with all State CDBG Program guidelines, federal statutes and regulations applicable to the State CDBG Program and the certifications contained in this application.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of July 2013, at Globe, Gila County, Arizona

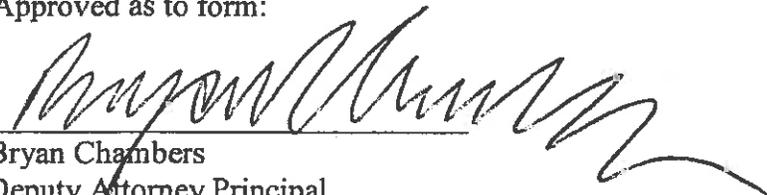
Attest:

  
\_\_\_\_\_  
Marián Sheppard  
Clerk of the Board

**GILA COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal



**RESOLUTION NO. 13-07-04**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN FOR FY 2013-2014 AS REQUIRED  
UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974 AS AMENDED.**

**WHEREAS**, Section 104(d) of the Housing and Community Development Act of 1974 as amended and implementing regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan; and

**WHEREAS**, Gila County is submitting an application to the Arizona Department of Housing (ADOH) for Community Development Block Grant Regional Account and State Special Project funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors does hereby adopt a Residential Antidisplacement and Relocation Assistance Plan as described below.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

The County of Gila will replace all occupied and vacant occupy-able low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the ADOH CDBG Program the following information in writing:

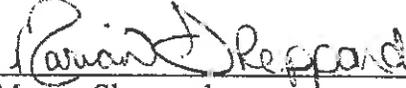
1. A description of the proposed activity;
2. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as Low-Moderate (LM) income dwelling units as a direct result of the assisted activity;

3. a time schedule for the commencement and completion of the demolition or conversion;
4. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. the source of funding and a time schedule for the provision of replacement dwelling units;
6. the basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy; and
7. information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.

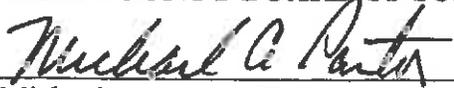
Gila County Community Action/Housing Services will provide relocation assistance, as described in the Housing and Community Development Act of 1974 and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of July 2013, at Globe, Gila County, Arizona

Attest:

  
\_\_\_\_\_  
Marian Sheppard  
Clerk of the Board

**GILA COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal



**RESOLUTION NO. 13-07-03**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM GUIDELINES DATED MARCH 1, 2013, IN RELATION TO AN APPLICATION FOR FY 2013-2014 STATE COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL ACCOUNT AND STATE SPECIAL PROJECT FUNDS FOR A HOUSING REHABILITATION ACTIVITY.**

**WHEREAS**, Gila County is desirous of undertaking an Owner-Occupied Housing Rehabilitation Program; and

**WHEREAS**, this program is funded with Community Development Block Grant Program (CDBG) funds provided by the State of Arizona CDBG Program; and

**WHEREAS**, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

**WHEREAS**, Gila County has developed Owner-Occupied Housing Rehabilitation Guidelines (OO-HRGs) dated March 1, 2013, which have been pre-approved by the CDBG Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors hereby adopts such OO-HRGs dated March 1, 2013, which shall be used to implement its CDBG Owner-Occupied Housing Rehabilitation Program funded through its application for FY 2013/2014 funds; and

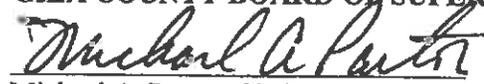
**BE IT FURTHER RESOLVED** that Gila County shall utilize such OO-HRGs without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1 form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of July 2013, at Globe, Gila County, Arizona

Attest:

  
Marian Sheppard  
Clerk of the Board

**GILA COUNTY BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman

Approved as to form:

  
Bryan Chambers  
Deputy Attorney Principal

Applicant: Gila County

CDBG Contract No.(if known): \_\_\_\_\_  RA for FFY \_\_\_  SSP for FFY 13/14

**CDBG DISCLOSURE REPORT  
FEDERAL FISCAL YEAR  
10/1/2013- 9/30/2014**

**This form must be completed and submitted with each application for CDBG funds.**

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**PART I - APPLICANT INFORMATION**

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1. Applicant, Complete Address with 9-digit zip code, Phone Number:

Gila County Community Services Division

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501-4430 Telephone: 928-425-7631

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2. Federal Employer Identification Number: 86-60000444

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3. Indicate whether this is:  Initial Report  Update Report # \_\_\_\_\_

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4. Amount of this CDBG Grant Applied for: \$300,000.00

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**PART II - THRESHOLD DETERMINATION**

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1. Is the amount listed in 4(above) more than \$500,000?  Yes  No

---

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000?  Yes  No

---

**PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR**

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
Arizona Dep't. of Housing Phoenix AZ	HOME	OOHR	440,000.00
			\$
			\$
			\$
AZCAA Phoenix, AZ	DOE, LIHEAP SWG/APS	Weatheriza tion Weatheriza tion	\$ \$206,000.00
	URRD		7,000.00
			\$
			\$
			\$

**PART IV - INTERESTED PARTIES**

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %



## DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit the Disclosure Report either with the application or after receipt of the CDBG award letter. *Note that no contract will be issued until the CDBG Program receives a completed Disclosure Report.*

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### PART I - GRANTEE INFORMATION

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Complete information requested.

Updated reports are required if:

- Information was omitted from the initial report;
- Additional interested parties are identified (unless such are identified through other documents such as those relating to the procurement process);
- A person or entity's pecuniary interest has increased;
- Government assistance has increased by \$250,000 or 10% (whichever is lower);
- There is a change in the source and/or use of funds that exceeds the amount of all previously disclosed sources and/or uses of funds by \$250,000 or 10% (whichever is lower).

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### PART II - THRESHOLD DETERMINATION

---

Complete information requested.

---

### PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

---

Complete information requested.

---

### PART IV - INTERESTED PARTIES

---

Interested parties are those persons and entities with a reportable pecuniary interest in the project. A *pecuniary interest means any financial involvement* in the project, including such situations in which a person or entity:

- Has an equity interest in the project,
- Shares in any profit or resale;
- Shares in any distribution of cash surplus or other assets of the project;
- Receives compensation for any goods or services provided in connection with the project. (Exception: if compensated as a result of a competitive procurement process.)

(The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

If an entity is disclosed, the information provided in Part IV must include the identification of each officer, director, principal stockholder or other official of the entity.

Applicants/grantees may not be aware of all interested parties when completing this report. If, as the project is implemented, the grantee becomes aware of other interested parties, it should submit an updated Disclosure Report.

---

### **PART V - EXPECTED SOURCES AND USES OF FUNDS**

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Note that this section must include all other assistance identified in Part III as well as the CDBG funds.

Describe the "Uses of Funds" in general terms - do not provide line item budget information.

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### **PART VI - CERTIFICATION**

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Have Chief Elected Official sign and date form.

Original must be included with application.

## APPENDIX A

The following HUD programs are considered "covered assistance" for purposes of the Disclosure Report. All applicants for CDBG funds must review this list to determine if they are receiving or can reasonably expect to receive assistance from any of these covered sources in determining whether they reach the threshold (Part II). Applicants must consider: a) ALL CDBG funds for which they will apply, both RA and all SSPs; b) ALL other "covered assistance" whether received directly from HUD or through the State, e.g., ADOH or DES.

**NOTE: This list does NOT include the HOME program.**

1. Section 312 Rehab Loans under 24 CFR Part 510 except loans for single-family properties
2. Rental Rehabilitation Grant Programs
3. Specific projects or activities under Title I of the Housing and Community Development Act of 1974 to:
  - a) HUD for a Special Purpose Grant
  - b) HUD for a loan under 24 CFR Part 470, Subpart M
  - c) HUD for a grant to an Indian tribe under Title I
  - d) HUD for a grant under the HUD administered Small Cities program; and
  - e) a state or unit of general local government for CDBG
4. Emergency Shelter Grants (specific project or activity), under 24 CFR part 576
5. Transitional Housing under 24 CFR part 577
6. Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578
7. Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehab Programs under 24 CFR part 88 but including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H)
8. Section 9 Housing Assistance Payments for Housing for the elderly or handicapped under 24 CFR part 855
9. Loans for Housing for the Elderly or Handicapped including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968
10. Section 8 Housing Assistance Payments, Special Allocations under 24 CFR part 886
11. Flexible Subsidy under 25 CFR part 219, both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C
12. Low Rent Housing Opportunities under 24 CFR part 904
13. Indian Housing under 24 CFR part 905
14. Public Housing Development under 24 CFR art 942
15. Comprehensive Improvement Assistance under 24 CFR part 968
16. Resident Management under 24 CFR part 964, Subpart C
17. Neighborhood Development Demonstration under Section 123 of the Housing and Urban Rural Recovery Act of 1983

18. Nehemiah Grants under 24 CFR part 280
19. Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970
20. Congregate Services under the Congregate Housing Services Act of 1978
21. Counseling Under Section 106 of the Housing and Urban Development Act of 1968
22. Fair Housing Initiatives under 24 CFR part 125
23. Public Housing Drug Elimination Grants under Section 5129 of the Anti Drug Abuse Act of 1988
24. Fair Housing Assistance under 24 CFR part 111
25. Public Housing Early Childhood Development Grants under Section 222 of the Housing and Urban Rural Recovery Act of 1983
26. Mortgage Insurance under 24 CFR Subtitle B, chapter II (only multifamily and non residential)
27. Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 57928. Shelter Plus Care Assistance under Section 837 of the Cranston Gonzales National Affordable Housing Act
29. Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A of the Cranston-Gonzales National Affordable Housing Act
30. Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B of the Cranston-Gonzales National Affordable Housing Act
31. HOPE for Elderly Independence Demonstration under section 803 of the Cranston-Gonzales National Affordable Housing Act.

## CDBG Funds Are Available To Primarily Help Low and Moderate Income Persons

Gila County is expected to apply for approximately \$100,000,000 in federal Community Development Block Grant funds and approximately \$500,000 in CDBG State Special Projects Funds (SSPF) from the Arizona Department of Housing for FY 2014. These funds must be used to benefit low- and moderate-income persons and areas, eliminate blight and address urgent needs. Public hearings will be held to gather citizen input on the use of the CDBG funds.

Examples of the activities for use of the funds are as follows:

- 1) Public Infrastructure (e.g. water system improvements, wastewater systems, solid waste disposal facilities, road/street improvements);
- 2) Community Facilities (e.g. standalone activities for any community/supportive housing facility, Senior Centers, Homeless facilities.);
- 3) Public Services (e.g. services for seniors, services for homeless persons, emergency assistance not to exceed a single 3 month period, lead hazard screening)
- 4) Housing (e.g. owner occupied or multi-family rehab, rental housing rehabilitation, homeless prevention and rapid rehousing);
- 5) Planning and Capacity Building (e.g. comprehensive plans, housing plans and other such functional plans in certain areas (land use, transportation, historic preservation, etc.), neighborhood revitalization)

Please come to one or both of the public hearings listed below to discuss community needs and possible projects:

<b>Dates:</b>	Monday April 15, 2013	Tuesday, April 16th, 2013
<b>Times:</b>	4:00 pm	4:00 pm
<b>Locations:</b>	Payson Board of Supervisors Hearing Room 810 E. Highway 260 Payson, AZ 85541	Gila County Community Services Division 5515 S. Apache Ave. Globe, AZ 85501

For more information regarding the meetings and for information about how Gila County can help you if you have an idea for a possible project, please contact Mallissa Buzan at 928-425-7631, Ext. 8693.

**REQUIRED:** If you have a disability and require a reasonable accommodation such as a sign interpreter, please call TDD (928) 425-0839 as soon as possible.

## P-4 DISPLAY AD - SECOND PUBLIC HEARING

## Gila County Public Hearing Regarding Use of CDBG Funds

Gila County is expected to receive approximately \$98,853.00 in FY 2014 federal CDBG funds from the Arizona Department of Housing Regional Account (RA) and approximately \$300,000 in State Special Project funding. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives a potential project have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Gila County Board of Supervisors meeting at 10:00am on July 16, 2013 at Gila County Courthouse Board of Supervisors Meeting Room, 1400 E. Ash Street, Globe, Arizona 85501 to discuss the potential projects. It is expected that the Gila County Board of Supervisors will select the final projects at this hearing and adopt applicable resolutions. The potential CDBG project is named and described as follows:

### Owner Occupied Housing Rehabilitation

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Melissa Buzan, Director  
Gila County Community Services  
5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501  
Telephone: 928-425-7681  
Fax: 928-425-8468  
TTY: 711

Persons with disabilities who require special accommodations may contact Angelo Cutler at Gila County Human Resources, 1400 E. Ash Street, Globe, Arizona 85501, at least 48 hours before the hearing.



## Cosmetology Academy

### Programs offered:

- Cosmetology
- Nail Technician
- Cosmetology Instructor

### Call for Admissions

Information Meeting

Tuesday, July 9th at 6:00 pm

Gila Community College  
Gila Pueblo Campus  
8274 S Six Shooter Canyon Rd  
Globe

More than  
50%  
Price CUT!



Want more  
information?  
Call  
928.425.8481

**ARF-2209**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

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

Department: Clerk of the Board of Supervisors

Fiscal Year: 2013-2014      Budgeted?: Yes

Contract Dates N/A      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Employee CPI One-Time Payment

Background Information

The Adopted FY2014 Budget includes a line item for pay increases for employees. A portion of that line item is also to pay for a classification and compensation study for employees.

Evaluation

Making a one-time lump sum payment to each employee rather than making a step adjustment in each employee's pay grade has the advantage of allowing the Board of Supervisors the flexibility of funding the payment each year depending upon the availability of funds. With the current economic uncertainty nationally, statewide and in Gila County, not obligating the Board to a continuing pay increase is prudent use of tax payers' dollars, while at the same time recognizing employees for their commitment and hard work.

Staff is proposing a one-time lump sum payment to all full- and part-time (prorated) employees in December of 2013 based upon the annual change in the Consumer Price Index. The Index for the Unadjusted 12 Months Ended June 30, 2013 shows an increase of 1.8%. This would equate to a one-time lump sum gross payment to each employee of approximately \$670. The net payment to each full time employee would vary ranging from approximately \$425 to \$525 depending upon the individual withholding and employee related expenses. The total cost to the County would be approximately \$525,000.

Conclusion

This is fair to employees and is based upon the Consumer Price Index which is a valid and accepted measure of the increase or decline in the economy and consequently the cost of living. It is fair to the tax payers for the same reasons.

The one-time lump sum payment would be paid to to all full- and part-time (prorated) employees who are employed by Gila County and have a hire date on or before October 1, 2013.

#### Recommendation

Staff recommends that the Board of Supervisors approve a one-time lump sum payment to all full- and part-time (prorated) employees who are employed by Gila County and have a hire date on or before October 1, 2013, and instruct staff to implement the payment in accordance with the details in this staff report.

#### Suggested Motion

Information/Discussion/Action to approve a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2013 at 1.8%) and instruct staff to implement the payment in accordance with the details outlined in this staff report at a total cost of approximately \$525,000. **(Don McDaniel)**

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**ARF-2178**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013  
**Submitted For:** Malissa Buzan, Community Services Division Director  
**Submitted By:** Barbara Valencia, WIA Department Program Manager, Community Services Division  
**Department:** Community Services Division **Division:** WIA Department  
**Fiscal Year:** Program Year 2013 **Budgeted?:** Yes  
**Contract Dates Begin & End:** July 1, 2013 - June 30, 2014 **Grant?:** Yes  
**Matching Requirement?:** No **Fund?:** Replacement

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Information

Request/Subject

Amendment No. 3 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments.

Background Information

Under Title 1 of the Workforce Act (WIA), the Workforce Investment System provides the framework for delivery of workforce investment activities to individuals including job seekers, adults dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

July 17, 2012 - Approved by Board of Supervisors - Original contract to allow CAAG to provide Workforce Investment Act services to the Gila/Pinal Workforce Investment Area from July 1, 2012, to December 31, 2012, and to allow adult carryover funds to be utilized.

January 22, 2013 - Amendment No. 1 - Approved by Board of Supervisors - Additional funds added for Program Year 2012 in the amount of \$150,000.

August 19, 2013 - Amendment No. 2 - Approved by Board of Supervisors - Program Year 2013 and Fiscal Year 2014 funds have been added to the contract in the amount of \$722,451.

Evaluation

Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act eligible Adults in Gila and Pinal counties. These services will be provided in accordance with federal and state regulations.

Additional funds have been added to include Fiscal Year 2013 carryover:

Total Additional Funds include:  
Fiscal Year 2013 \$373,133.00 (Carryover)  
Program Year 2013 \$ 18,524.00  
Fiscal Year 2014 \$703,927.00  
Total \$1,095,584.00

Conclusion

Amendment No. 3 to Contract No. Gila 10102 includes carryover funds in the amount of \$373,133.

Recommendation

Recommendation to approve Amendment No. 3 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to add carryover funds to provide WIA Adult Services in the amount of \$373,133 in which total contract is \$1,095,584.

Suggested Motion

Approval of Amendment No. 3 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to add carryover funds to provide Workforce Investment Act (WIA) Adult Services in the amount of \$373,133 for a total contract amount of \$1,095,584.

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Attachments

Amendment No. 3 - Contract No. Gila 10102

Amendment No. 2 - Contract No. Gila 10102

Amendment No. 1 - Contract No. Gila 10102

CAAG Contract No. Gila 10102

Legal Explanation

**CONTRACT AMENDMENT  
 BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
 PROGRAM YEAR 2012  
 WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (Name and address)  Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER  Gila 10102
	3. AMENDMENT NUMBER  03

Section 5. Manner of Financing – Compensation.  
 Paragraph 1 – Add the following:

Additional Carryover Funds have been added to include the following:

Total Additional Funds include: Fiscal Year 2013 \$373,133.00 (Carryover)  
 Program Year 2013 \$ 18,524.00  
 Fiscal Year 2014 \$703,927.00  
 Total \$1,095,584.00

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Kenneth Hall</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Kenneth Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE October 8, 2013	DATE

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:

\_\_\_\_\_  
 Marian Sheppard  
 Clerk

\_\_\_\_\_  
 Date

Approve as to form:

\_\_\_\_\_  
 Bryan B. Chambers  
 Deputy Attorney Principal

\_\_\_\_\_  
 Date

**CONTRACT AMENDMENT**

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
PROGRAM YEAR 2012  
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (Name and address)  Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER  Gila 10102  3. AMENDMENT NUMBER 02
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Section 3.

Paragraph 1- Term of Agreement

Add the following after Sentence 1.

This Contract has been extended from July 1, 2013 through June 30, 2014.

Section 5. Manner of Financing – Compensation.

Paragraph 1 – Add the following after Sentence 1.

Additional Funds have been added to include the following funds for Program Year 2013 and Fiscal Year 2014.

Total Additional Funds include:   Program Year 2013 - \$ 18,524.00  
                                                           Fiscal Year 2014 - \$703,927.00  
                                                           Total                       - \$722,451.00

Total number of Participants (including carryover) to be served are 196.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Kenneth Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 7/19/2013	DATE

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:

Approve as to form:

Marian Sheppard  
Clerk of the Board

Bryan B. Chambers  
Deputy Attorney Principal

Date

Date



**CONTRACT BETWEEN  
GILA COUNTY AND  
CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**

Contract is between Gila County and Central Arizona Association of Governments (Contractor).

**WHEREAS**, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults in Gila and Pinal Counties in the amount of \$347,351 for the period July 1, 2012 – December 31, 2012 for Program Year 2012; and adult carryover funds not to exceed the total Fiscal Year 2012 allocation of \$578,705;

**WHEREAS**, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

**THEREFORE**, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

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**FOR AND ON BEHALF OF  
GILA COUNTY**

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

7/17/12  
Date

**FOR AND ON BEHALF OF CONTRACTOR**

  
Central Arizona Association of Governments

7/9/2012  
Date

Contract #: Gila 10102

---

**APPROVED AS TO FORM**

  
Gila County Attorney

7 17 2012  
Date

**1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT**

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

**2. PARTIES**

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments called the "Contractor".

**3. TERM OF AGREEMENT**

This Agreement shall be in effect from July 1, 2012 through December 31, 2012 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

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

**4. PURPOSE OF CONTRACT**

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

**5. MANNER OF FINANCING – COMPENSATION**

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$347,351 for Program Year 2012/Fiscal Year 2013 and shall not exceed the total allocation of \$578,705 for Fiscal Year 2012.

**6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**7. RECISSION OF FUNDS**

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

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

**8. SERVICE DESCRIPTION**

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

Services provided to adults, as appropriate to meet the individuals needs, may include any of the following:

- a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
- b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
- c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

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

**9. RESPONSIBILITIES**

**Gila County and the Contractor agree as follows:**

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

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor

does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA IB funding.

**10. CONFIDENTIALITY**

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

**12. SANCTIONS AND CORRECTIVE ACTIONS**

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

**13. COMPLIANCE WITH LAWS**

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

**14. MONITORING**

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

**15. NON-DISCRIMINATION**

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

**16. CONTRACTOR ASSURANCES:**

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
  - 1. General Administrative Requirements;
    - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
    - 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
  - 2. Assurances and Certifications:
    - SF 424 B – Assurances for Non-construction Programs
    - 29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
    - CFR part 93 – Certification Regarding Lobbying (and regulation)
    - 29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
  - 3. Special Clauses/Provisions:
    - Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure adult services by a competitive process as outlined in the WIA regulations and State Procurement Guidelines.
- l. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

#### **17. CONFLICT OF INTEREST**

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

#### **18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR**

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Adult Program prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

#### **19. PROPERTY RECORD RETENTION**

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the

three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

## **20. INVENTORY RECORDS**

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

**The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to Gila County by August 1 of each year.**

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

## **21. FINGERPRINTING**

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

## **22. AUDIT REQUIREMENTS**

- a. Federal Requirements (applicable if Federal funds are involved):  
If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

- b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. **Additional County Requirements:**

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

**23. DISALLOWED CHARGES OR COSTS**

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

**24. WORKING CONDITIONS**

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

**25. NO DISPLACEMENT OF WORKERS**

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

**26. SECTARIAN FACILITIES**

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

**27. ATTENDANCE AT MEETING**

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

**28. MINIMUM SCOPE AND LIMITS OF INSURANCE**

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

**3. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation Statutory

Employers’ Liability

- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
  - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
  - d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

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

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

#### 29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
  - (i) Change the purpose of the Contract;
  - (ii) Increase or decrease the compensation provided for in the Contract;
  - (iii) Change the term of the Contract;
  - (iv) Change the scope of assurances of the Contract;
  - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
  - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

#### 30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

- obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**31. CERTIFICATION REGARDING LOBBYING**

**The Contractor certifies, to the best of their knowledge and belief that:**

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

**32. CLEAN AIR ACT & CLEAN WATER ACT**

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

**33. ENERGY POLICY AND CONSERVATION ACT**

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

**34. COPELAND "ANTI-KICKBAC"ACT**

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act \*18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

**35. DAVIS-BACON ACT**

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

**36. COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

**37. DEBET COLLECTION & AUDIT RESOLUTION**

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- a. The Contractor is responsible for all funds under its grant(s);
- b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

### **38. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

### **39. SCRUTINIZED BUSINESS**

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

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

### **40. E-VERIFY**

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

### **41. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

**42. ANTI-TERRORISM WARRANTY**

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

**43. CANCELLATION**

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



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

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

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

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

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

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

**ARF-2184**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013  
**Submitted For:** Malissa Buzan, Community Services Division Director  
**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division  
**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.  
**Fiscal Year:** 2013/2014 **Budgeted?:** Yes  
**Contract Dates** July 1, 2013 - June 30, **Grant?:** Yes  
**Begin & End:** 2014  
**Matching Requirement?:** No **Fund?:** Replacement

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Information

Request/Subject

Amendment No. 1 to the 2013-2014 Independent Contractor Agreement (Contract No. 07012013-14) with the Arizona Community Action Association.

Background Information

This contract has been in existence between Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program (CAP) for the past 5 years.

On June 4, 2013, the Board of Supervisors approved an Independent Contractor Agreement (Contract No. 07012013-14.)

Evaluation

Amendment No.1 to Contract No. 07012013-14 will allocate additional Utility Repair Replacement Deposit (URRD) funds in the amount of \$48,000, of which \$44,160 will be used for direct services and \$3,840 will be used for program delivery. These funds will be used to provide additional repair and replacement services to eligible families residing in Gila County.

Conclusion

By the Board of Supervisors approving Amendment No.1 to Contract No. 07012013-2014, additional funding will be allocated to provide additional repair and replacement services to eligible families residing in Gila County.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 1 to a 2013-2014 Independent Contractor Agreement (Contract No. 07012013-2014) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will allocate additional Utility Repair Replacement Deposit (URRD) funds in the amount of \$48,000, that will be used to provide additional repair and replacement services to eligible families residing in Gila County for the period from July 1, 2013, through June 30, 2014.

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Attachments

Amendment No. 1 to Contract No. 07012013-2014 ACAA  
Independant Contractor Agreement Contract No. 07012013-2014 ACAA

Legal Explanation



Arizona Community Action Association

**Amendment No. One (1) to the 2013-2014  
Independent Contractor Agreement  
Contract No. 07012013-14**

The Independent Contract Agreement dated May 23, 2013, and amended on October 25, 2013, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Health and Community Services** (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

**Purpose of the Amendment:**

1. To allocate additional URRD funds in the amount of **\$48,000.00** (\$44,160.00 for direct service and \$3,840.00 for program delivery) in order to provide additional repair and replacement services to eligible families residing in Gila County.

**Amendment to:**

Section I. Services and Programs – 1.2 Fund Sources:

**URRD Fund Source:** Increase direct service amount dollars from **\$14,434.26 to \$58,594.26**, and program delivery dollars from **\$1,154.74 to \$4,994.74**. The total amount of URRD funding increased from \$15,589.00 to \$63,589.00.

**Whole Agreement:**

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

**CONTRACTOR**  
**Gila County Board of Supervisors**

Arizona Community Action Association,  
an Arizona nonprofit corporation

\_\_\_\_\_  
Michael A. Pastor, Chairman

Date: \_\_\_\_\_

**Approved as to Form:**

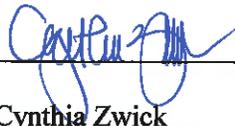
\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Marian E. Sheppard  
Clerk of the Board

Address:  
5515 S. Apache Avenue, Suite 200  
Globe, AZ 85501

By  \_\_\_\_\_

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 25, 2013

Address:  
2700 North 3<sup>rd</sup> Street, Suite 3040  
Phoenix, Arizona 85004  
Fax No.: 602-604-0644  
E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)



## **INDEPENDENT CONTRACTOR AGREEMENT**

2013-14 Utility Assistance Programs

Contract No. 07012013-14

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Health and Community Services** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

### RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$38,847.12.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

### **1. Services and Programs.**

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

**Advocating, Educating and Partnering to Prevent and Alleviate Poverty.**

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

<b>Fund Source(s)</b>	<b>Direct Service Amount (A)</b>	<b>Program Delivery (B)</b>	<b>Total Allocation (A+B)</b>	<b>Allowable Activities</b>	<b>Additional Information No credits can be given to accounts.</b>
<b>Utility Repair Replacement Deposit (URRD)</b>	<b>\$14,434.26</b>	<b>\$1,154.74</b>	<b>\$15,589.00</b>	Utility/Appliance Repair or Replacement Utility Deposit	<b>Refer to Exhibit A:</b> Utility Repair Replacement Deposit Policy Manual <b>Refer to Exhibit B:</b> Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2012 Edition) ..... Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Southwest Gas (SWG) Bill Assistance Program</b>	<b>\$6,039.12</b>	<b>\$0</b>	<b>\$6,039.12</b>	Utility assistance for SWG customers	<b>Refer to Exhibit C:</b> Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. <b>Of total allocation, \$1,510.00 can be used for deposits.</b> ..... Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Home Energy Assistance Fund (HEAF)</b>	<b>\$1,592.73</b>	<b>\$159.27</b>	<b>\$1,752.00</b>	Utility assistance and deposits	<b>Refer to Exhibit D:</b> Home Energy Assistance Policy Manual ..... Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>HEAF/Tribal</b>	<b>\$6,060.91</b>	<b>\$606.09</b>	<b>\$6,667.00</b>	Utility assistance and deposits for Native Americans living on the reservation.	
<b>APS Crisis Bill Assistance</b>	<b>\$8,000.00</b>	<b>\$800.00</b>	<b>\$8,800.00</b>	Utility assistance for APS customers	<b>Refer to Exhibit E:</b> APS Crisis Bill Assistance Program Summary ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Total:</b>	<b>\$36,127.02</b>	<b>\$2,720.10</b>	<b>\$38,847.12</b>		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 **Training.** Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 **Program Modification.** ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

**2. Term and Termination.**

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2013** (the "Effective Date") and ending on **June 30, 2014**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

### **3. Funding; Expenses; Nature of Relationship.**

3.1 Funding; Payments to Contractor. Not later than the 15<sup>th</sup> day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by *Section 4*. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights

expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**15. *Automobile Liability***

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$ 1,000,000

15. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.

**15. *Worker’s Compensation and Employers’ Liability***

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor’s employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best’s rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be

signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *F* and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAAA on forms prescribed by ACAAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 **Grant Management System Database (GMS).** Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. **Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the

foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

**6. Audit and Inspection.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

**7. Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

**8. Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

**9. Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

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

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

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

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

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

13. **Anti-Terrorism Warranty.** Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

14. **Cancellation.** This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

15. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

**CONTRACTOR**  
Gila County Board of Supervisors

Arizona Community Action Association,  
an Arizona nonprofit corporation

\_\_\_\_\_  
Michael A. Pastor, Chairman, Gila County

Date: \_\_\_\_\_

By \_\_\_\_\_

Name: Cynthia Zwick

Title: Executive Director

Date: \_\_\_\_\_

**Approved as to Form:**

Address:  
2700 North 3<sup>rd</sup> Street, Suite 3040  
Phoenix, Arizona 85004  
Fax No.: 602-604-0644  
E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal

Date: \_\_\_\_\_

Address:  
5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501



**List of Attached Exhibits:**

- Exhibit A      Utility Repair, Replacement and Deposit Policy Manual  
Effective July 1, 2013 – June 30, 2014
  
- Exhibit B      Instructions for Verifying Citizenship and Non-Citizen  
Legal Permanent Resident (LPR) Status (Revised by  
DES in 6/2012)
  
- Exhibit C      Southwest Gas (SWG) Bill Assistance Program
  
- Exhibit D      Home Energy Assistance Fund Policy Manual  
July 1, 2013 – June 30, 2014
  
- Exhibit E      APS Crisis Bill Assistance Program Summary
  
- Exhibit F      Federal Poverty Income Guidelines effective July 1, 2013 –  
June 30, 2014

# Exhibit A



Home Energy  
Assistance Fund  
*Aid. Educate. Conserve.*

## UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

**POLICY MANUAL SFY 2014**  
Effective: July 1, 2013 – June 30, 2014

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**A. PURPOSE OF THE PROGRAM**

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **\$2,000.00**.

**B. TYPES OF ASSISTANCE**

1. Deposits for Utility Services:  
Electric  
Gas  
Water  
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

**NOTE: The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.**

**C. GUIDELINES FOR REPAIR/REPLACEMENT\***

**1. Eligible Appliances**

Water Heaters  
Cooking Stoves  
Microwaves  
Furnaces  
Air Conditioners  
Telephone  
Evaporative Coolers  
Refrigerators  
Washers/Dryers

**Ineligible Appliances**

Televisions  
Radios  
VCRs  
Hair Dryers  
Blenders  
Water Softeners  
Cable TV  
Satellite Receivers

**\*Replacement of appliance(s) must have Energy Efficient Star Rating.**

**Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.**

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, or when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. **ELEMENTS OF ELIGIBILITY - URRD**

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

**Citizenship Verification Requirements**

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

**E. INCOME GUIDELINES**

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

<b>2013-14 FEDERAL POVERTY INCOME GUIDELINES</b>	
<b>MONTHLY INCOME</b>	
<b>FAMILY SIZE</b>	<b>200% OF POVERTY</b>
<b>1</b>	<b>\$1,915</b>
<b>2</b>	<b>\$2,585</b>
<b>3</b>	<b>\$3,255</b>
<b>4</b>	<b>\$3,925</b>
<b>5</b>	<b>\$4,595</b>
<b>6</b>	<b>\$5,265</b>
<b>7</b>	<b>\$5,935</b>
<b>8</b>	<b>\$6,605</b>
<b>9</b>	<b>\$7,275</b>
<b>10</b>	<b>\$7,945</b>
<b>For Each Additional Household Member Add:</b>	<b>\$670</b>

Figures derived from information dated Thursday, January 24, 2013 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

**NOTE:** Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

## **F. APPLICATION FORM**

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. EN005 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

## **G. INTERVIEW PROCESS**

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

## **H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS**

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

## I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that repairs or replacements have been made and/or completed.**

## J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

## K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

**Note:** Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted.**

## L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

**M. POLICY CHANGES & CLARIFICATIONS**

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

**N. MONITORING PROCESS**

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

**O. COOPERATION**

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

**INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS**

**U.S. CITIZENSHIP**

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions.

U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands – on or after November 4, 1986
- Panama Canal Zone - on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010 .
- Swain Islands
- U.S. Virgin Islands – on or after January 17, 1917

**100. VERIFICATION OF U.S. CITIZENSHIP**

**TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:**

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

**NOTE:**The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

**.01 APPROVED DOCUMENTATION**

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

## **A. PRIMARY - VERIFICATION DOCUMENTS**

1. A birth certificate showing birth in the U.S., its territories or possessions. Birth Certificates issued from Puerto Rico must be issued on or after July 01, 2010. (See policy clarification #010-01).
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

## **B. SECONDARY - VERIFICATION DOCUMENTS**

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name and a U.S. place of birth and the date of birth or age of the participant.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., Territories, or Possessions. (See U.S. Citizenship on page 1)
4. Proof of employment as a U.S. government civil servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1). (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

**C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:**

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). **This documentation CANNOT be expired.**
5. Verification from the Social Security Administration, e.g. award letter.
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers: When verifying military service criteria, the following apply:
  - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
  - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active)).
  - A spouse or unwed dependent child of a veteran or active duty noncitizen must provide a document to verify relationship along with military verification requirements.
  - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements.
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.
19. A **current** decision letter from the ADES/Family Assistance Administration

that demonstrates eligibility for the Food Stamp or Cash Assistance Programs. The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.

**D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:**

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager Supervisor.
4. Document the reason for using the affidavit form.

**.02 ACCEPTABLE COPIES**

**Only original or un-tampered copies of required documents are acceptable for verifying citizenship.**

## **Determining Non-citizen Status**

To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their status.

When the document is provided, compare the document to the documents listed on pages 5 through 12. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

## **200 VERIFICATION OF QUALIFIED NON-CITIZENS**

### **.01 QUALIFIED NON-CITIZEN CATEGORIES**

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

#### **A. LAWFUL PERMANENT RESIDENT (LPR)**

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

1. I-551- Resident Alien Card (Eligible for Benefits)
2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: **Processed for I-551 Temporary Evidence of Lawful Permanent Residence. Valid Until (Date).**  
**With the following Stamp/Annotations of Law**

- a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);
- b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code
- c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp
- d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code
- e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: “Admission for Permanent Residence at
  - a. D” or “Processed for I-551 Temporary evidence of admission for Permanent Residence” and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

**B. ASYLEE** - An asylee is an individual who has been granted protection and immunity from extradition by USCIS. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

- 1. I-94 with one of the following:
  - A stamp showing grant of asylum under Section 208 of the INA to include:
    - a. AS1 - Eligible for benefits
    - b. AS2 - Eligible for benefits
    - c. AS3V92 - Eligible for benefits

**C. BATTERED NON-CITIZEN**

A battered Non-citizen is an individual who has suffered abuse or extreme cruelty while living in the U.S. Battered nonqualified noncitizens may become qualified Non-Citizens when they have suffered abuse from any of the following:

- a parent,
  - a spouse
  - a relative of the parent or spouse who resides in the same home as the battered noncitizen.
- In order for the Non-Citizen to be eligible under this category, they must meet **ALL** of the following:
- 1. Possess appropriate USCIS status
  - 2. Abuse occurred in the U.S.
  - 3. The abusive person was a U.S. Citizen or Lawful Permanent Resident (LPR).

4. The abused individual is no longer residing with the batterer

**D. CUBAN OR HAITIAN ENTRANT**

A Cuban or Haitian entrant is an individual who has fled to the U.S. from either Cuba or Haiti to escape oppression or persecution.

These applicants normally have the following USCIS document:  
**(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

**NOTE:** Haitian nationals who resided in the United States on January 12, 2010, were granted Temporary Protected Status (TPS), due to the earthquake in their country. TPS does not satisfy qualified non-citizenship eligibility criteria. Therefore they are not eligible for benefits unless they meet other qualifying criteria.

**E. NON-CITIZEN WHOSE DEPORTATION IS WITHHELD**

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen whose continued presence in the U.S. is required by the U.S. government. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA
- Removal withheld under 241(b)(3) of the INA

**F. INDEFINITE DETAINEE**

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Indefinite Detainee status is granted by USCIS when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include both of the following:

- The applicant's alien registration number.
- A notation regarding U.S. exclusion, deportation, or removal.

Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12(c) (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
  2. Alien Registration Number
  3. Social Security Number
  4. Home Country
  5. I-94 Card Number
  6. Parent's Names
  7. Driver's License Number
  8. Copies of ANY immigration documents (I-220B, I-688B, etc.)
- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
  - The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
  - The agency should document all action taken and the dates made.
  - The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
  - ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

**G. NON-CITIZEN PAROLED INTO THE U.S.**

A parolee is an individual who has been granted lawful temporary residency in the U.S. by USCIS for humanitarian reasons, or the public benefit. The parolee status must be **BOTH** of the following:

- Granted status of at least one year.
- Granted under 212(d)5(A) of the Immigration and Naturalization Act.

Parolees must also meet the continuous residency requirements to be eligible for services (See page 10).

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form.

**H. REFUGEE OR AMERASIAN**

A Refugee or Amerasian is an individual who has fled their country to escape invasion, oppression, or persecution. A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE7 -8; Z2; (Eligible for Benefits)

**I. VICTIM OF SEVERE HUMAN TRAFFICKING**

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

1. I-797, Notice of Action annotated with one of the following T Visa or Derivative T Visa class of admission codes: T-1, T-2, T-3, T-4, and T-5.

**J. SPECIAL IMMIGRANT VISA HOLDER**

Special Immigrant Visa (SIV) holders are individuals who enter the U.S. under a special visa issued by USCIS to Iraqi and Afghani citizens. These visas entitle the noncitizen to the same benefits and services as refugees.

**K. AMERICAN INDIANS BORN OUTSIDE OF THE UNITED STATES**

An American Indian born in Canada and not enrolled in a federally recognized tribe may be considered as a Lawful Permanent Resident (LPR), they must meet **BOTH** of the following:

- Possess at least 50% American Indian blood
- Established residency in the U.S.

These noncitizens usually have USCIS form I-181.

## **B. NON-SPONSORED LAWFUL PERMANENT RESIDENT**

A non-sponsored Lawful Permanent Resident (LPR) is a noncitizen given permission to permanently live and work in the U.S. and has not been sponsored through USCIS by an individual or an organization. A non-sponsored LPR must meet at least **ONE** of the additional requirements listed below:

### **01. Five years of Lawful Residency:**

To meet the five year requirement, a Lawful Permanent Resident (LPR) must have been continuously living in the U.S. as an LPR for five years or more.

### **02. Prior Qualified Status**

To meet the qualified status, a Lawful Permanent Resident (LPR) must have entered the U.S. in a temporary qualified status.

### **03. Military Connection**

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

- a. They are a qualified Non-Citizen
- b. They meet one of the following military service criteria:

01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements listed below:
  - o Is legally married to the veteran or person on active duty
  - o Is legally separated from the veteran or person on active duty
  - o Is a widowed spouse of the veteran or person on active duty and has not remarried

**NOTE:** The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.

### **04. Continuous Residency**

These noncitizens must provide documentation that indicates they have been residing in the U.S. continuously since August 22, 1996.

There must be no absences longer than 30 continuous days. The total of all absences must be fewer than 90 days from the time the noncitizen entered the U.S. up to the date their status (LPR, parolee, or battered) status was approved.

When it has been determined there is potential eligibility for the qualified noncitizen, the noncitizen must provide **BOTH** of the following:

1. A written statement. The statement must include both of the following:
  - A. The date the noncitizen arrived in the U.S.
  - B. All absences from the U.S. from the arrival date until the date the LPR, parolee, or battered noncitizen status was approved.
2. Documentation to support the statement of the qualified noncitizen that they reside in the U.S. and have continuously resided in the U.S. since PRIOR to August 22, 1996. Several documents may be required to support the presence of the noncitizen in the U.S. The documentation may include, but are not limited to, the following:
  - \* Driver's license
  - \* Motor vehicle title(s) that lists the noncitizen
  - \* Rent or lease receipts or agreements that list the noncitizen
  - \* Mortgage records
  - \* Church records
  - \* School records for children that list the noncitizen
  - \* Income tax returns
  - \* Medical records
  - \* Statement from doctors indicating time frames the noncitizen as treated
  - \* Statement from clergy
  - \* Attorney records
  - \* USCIS records
  - \* Employment records

### 300. NON-CITIZEN ALIEN IDENTIFICATION CARDS

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).**

#### .01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are as follows:

a. I-94 Arrival/Departure Record:

1-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:

1-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:

The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped “Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence”.
- Neither the Visa NOR the passport have expired. The passport’s expiration date is normally found on the same page as the person’s photograph.

**NOTE:** Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

**NOTE:** Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

#### 400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

- .01 An eligible applicant must execute a sworn affidavit (**see Exhibit IV**) stating that the documentation provided as listed on this document during the verification process is/are true.
- i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
  - ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation
  - iii. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

#### **400. NON-CITIZENS - INELIGIBLE CARDS**

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. Any alien ID cards that are expired.
2. I-181a – Memorandum of creation of record of lawful permanent residence
3. I-184-Crewman Landing Permit
4. I-185-Nonresident Alien Canadian Border Crossing Card
5. I-186 – Nonresident Mexican Border Crossing Card
6. I-444-Mexican Border Visitor Permit
7. I-586-Nonresident Alien Border Crossing Card
8. I-688A – Employment Authorization – This is the first card issued to noncitizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688 -Temporary Resident - this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-688B-Employment Authorization – Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
11. I-689 Fee Receipt
12. I-766-Employment Authorization – This card was introduced in 1997. Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
13. DSP150 Border Crossing Card – This card was introduced in 1998.
14. Student Visa



Arizona Community Action Association

## Exhibit C



**SOUTHWEST GAS**

smarter } greener } better

### **Southwest Gas Low Income Bill Assistance Guidelines July 1, 2013 – June 30, 2014**

#### **Scope of work:**

The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

Crisis situations will include:

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

#### **Customer Qualifications:**

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than 150% of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

#### **Client Intake Processes:**

- Please refer to the Home Energy Assistance Fund Policy Manual for policies on client intake.

#### **Client Verification and Documentation:**

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes.
- Verification of citizenship not applicable for this fund source.

#### **Grant Maximum:**

\$400 per household per 12 month period.

**Note:** Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives \$6,000 you are allowed to use only \$1,500 for deposits and the rest (\$4,500) on utility usage.

### **Funding**

- The allocation must be expended by the end of the contract period.
- Assistance will only be given in the form of credits to the household's account in the form of a funds transfer to Southwest Gas.

### **Record Keeping**

Contractor will be required to gather and maintain the following records to properly administer the program:

- Household Information including but not limited to:
  - Name
  - Address
  - Phone Number
  - Number in household
  - Income verification of all household income
- Copy of latest bill
- Explanation (only) of crisis documented on the application
- Amount of assistance provided to each household

### **Reporting**

Contractor is required to report their activities on the 15<sup>th</sup> of the month following the last day of business in the previous month or as requested by ACAA. Client activity will be submitted to ACAA through the GMS integration routine. Supplemental client information may be requested as needed.

## **Exhibit D**



**Home Energy  
Assistance Fund**  
*Aid. Educate. Conserve.*

**Arizona Community Action Association  
Home Energy Assistance Fund  
SFY-2014**

**Policy Manual**

July 1, 2013 – June 30, 2014

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## **Mission**

*The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.*

## **Purpose and Principles**

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

## **Household Eligibility**

### **An Eligible Applicant**

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

### **Relatives of Applicants**

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

### **Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants**

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

### **Services to Native Americans Living on Reservation**

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

### **Income Eligibility**

Household income level will be limited to 200% FPIG<sup>1</sup>. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

### **Utility Status**

Applicants with a delinquent account<sup>2</sup>, a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

### **Definition of Crisis**

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason may be supported with the necessary documentation and/or verification when applicable.

#### **Crisis Reasons<sup>3</sup>:**

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

### **Sincere Effort to Pay**

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

### **Housing Status**

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided<sup>4</sup>.

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<sup>1</sup> Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

<sup>2</sup> An account that is one or more days past due and current charges are eligible

<sup>3</sup> Refer to the Glossary of Terms for detailed examples of crisis reasons

## Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

## Grants Approvals

### Grant Amounts

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

### M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden<sup>5</sup>. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

Example 1:

---

<sup>4</sup> Evidence may include a copy of the lease or a note from the landlord.

<sup>5</sup> Forward balance cannot not exceed 150% of the current energy burden.

MPower customer

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

#### Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

### **Grant Frequency**

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

### **Assistance Available**

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

### **Multiple Accounts**

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis<sup>6</sup>.

### **Grants pay for:**

#### **Account arrearages**

The grant amount cannot exceed the total amount owed on the account(s)<sup>7</sup>.

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<sup>6</sup> For example a gas and electric account

<sup>7</sup> Exceptions may apply to clients with M-Power utility accounts

### **Security Deposit**

Security deposits will be made only in the name of the adult in the household.

### **Current Account Charges**

#### **Late Fees**

#### **Service Establishment and Reconnect Fees**

### **Decision Notice**

The Agency will provide written notice to the applicant of approval and/or denial of assistance. The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

### **Other Utility Assistance Programs**

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

### **Payments Made to Ineligible Households**

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

### **Fraudulent Information**

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

## **Determining Household Income**

### **Countable Income**

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended<sup>8</sup>. Income will be included from the 30 days prior to the date of application.

#### **Sources of countable income:**

- A. Earned Income: employment, self employment<sup>9</sup>
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

<sup>8</sup> A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

<sup>9</sup> Net income will be counted (Gross income less business related expenses)

- C. Pensions
- D. Worker's Compensation
- E. Child Support
- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

**Excluded Income**

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

**Individuals Whose Income Must Be Counted**

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time**, will be counted.

**Individuals Whose Income Will Not Be Counted**

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

**Household Members**

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"<sup>10</sup>. Roommates' income is treated as one household entity<sup>11</sup>. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

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<sup>10</sup> Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

<sup>11</sup> Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

## 2013- 2014 Federal Poverty Income Guidelines

Effective July 1, 2013 – June 30, 2014

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	1,436	1,915
2	1,939	2,585
3	2,441	3,255
4	2,944	3,925
5	3,446	4,595
6	3,949	5,265
7	4,451	5,935
8	4,954	6,605
9	5,456	7,275
10	5,959	7,945
For each additional member add:	\$503	\$670

### Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07  
Cost: \$300  
Quantity: 100 gallons

Propane receipt 2 dated 4/10/07  
Cost: \$250  
Quantity: 100 gallons

Date of Application: 7/10/07  
Cost per day =  $\$300 / 90 \text{ days} = \$3.33$   
30 day energy cost =  $\$3.33 * 30 = \$99.99$

Household income: \$1,000  
30 day energy cost: \$99.99  
 $\$99.99 / \$1,000 = 9.9\%$  Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

## Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

**For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.**

## Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

## Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the

staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

## **Monitoring Process**

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

## **Cooperation**

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

## **Confidentiality**

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

## **Non Discrimination Policy**

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

## **Appeals Policy**

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

## **Glossary of Terms**

### **Standard Cost**

The default cost associated with the utility consumption when the actual cost is not feasible.

### **Boarder**

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

### **Crisis Reasons**

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

### **Customer of Record**

The name of the person on the utility account.

### **Delinquent Account**

An account that is one or more days past due.

### **Household**

Consists of each person living in the home at the time of application.

### **Late Fees**

Charges imposed by the utility company to the account due to a tardy payment to the account.

### **Power of Attorney**

A legal document authorizing one person to act on behalf of another.

**Roommates**

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

**Examples:**

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

**Service Reestablishment Fees and Reconnection Fees**

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

# ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM

## Exhibit E

CAN PAY	APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u> Funds can be used for Prepay purchases or Prepay outstanding balance.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. No credit can be given on an account.</p> <p>*If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria. Also, if client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.</p>
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	<p>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</p> <p>Household income for the most recent 30 days, including the date of application</p> <p><b>Households must be at or below 200% of the federal poverty guidelines.</b> All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none"><li>1. Application for benefits.</li><li>2. Most recent APS utility bill.</li><li>3. Income verification for the most recent 30 days including application date.</li><li>4. Printed, signed copy of the GMS application.</li></ol>

**EXHIBIT F**

**FEDERAL POVERTY GUIDELINES  
Effective July 1, 2013 - June 30, 2014**

**Arizona Community Action Association  
Home Energy Assistance Fund  
Percent of Poverty Display - Monthly Gross Income**

Information based on the Federal Register published on January 24, 2013

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
0% to 74%	\$0 <b>\$709</b>	\$0 <b>\$956</b>	\$0 <b>\$1,204</b>	\$0 <b>\$1,453</b>	\$0 <b>\$1,700</b>	\$0 <b>\$1,948</b>	\$0 <b>\$2,196</b>	\$0 <b>\$2,444</b>	\$0 <b>\$2,692</b>	\$0 <b>\$2,940</b>	<b>\$248</b>
75% to 100%	\$710 <b>\$958</b>	\$957 <b>\$1,293</b>	\$1,205 <b>\$1,628</b>	\$1,454 <b>\$1,963</b>	\$1,701 <b>\$2,298</b>	\$1,949 <b>\$2,633</b>	\$2,197 <b>\$2,968</b>	\$2,445 <b>\$3,303</b>	\$2,693 <b>\$3,638</b>	\$2,941 <b>\$3,973</b>	<b>\$335</b>
101% to 125%	\$959 <b>\$1,198</b>	\$1,294 <b>\$1,617</b>	\$1,629 <b>\$2,034</b>	\$1,964 <b>\$2,454</b>	\$2,299 <b>\$2,872</b>	\$2,634 <b>\$3,291</b>	\$2,969 <b>\$3,710</b>	\$3,304 <b>\$4,128</b>	\$3,639 <b>\$4,547</b>	\$3,974 <b>\$4,966</b>	<b>\$419</b>
126% to 150%	\$1,199 <b>\$1,436</b>	\$1,618 <b>\$1,939</b>	\$2,035 <b>\$2,441</b>	\$2,455 <b>\$2,944</b>	\$2,873 <b>\$3,446</b>	\$3,292 <b>\$3,949</b>	\$3,711 <b>\$4,451</b>	\$4,129 <b>\$4,954</b>	\$4,548 <b>\$5,456</b>	\$4,967 <b>\$5,959</b>	<b>\$503</b>
151% to 200%	\$1,438 <b>\$1,915</b>	\$1,940 <b>\$2,585</b>	\$2,442 <b>\$3,255</b>	\$2,945 <b>\$3,925</b>	\$3,447 <b>\$4,595</b>	\$3,950 <b>\$5,265</b>	\$4,452 <b>\$5,935</b>	\$4,955 <b>\$6,605</b>	\$5,457 <b>\$7,275</b>	\$5,960 <b>\$7,945</b>	<b>\$670</b>
<i>Annual</i>	<i>11,490</i>	<i>15,510</i>	<i>19,530</i>	<i>23,550</i>	<i>27,570</i>	<i>31,590</i>	<i>35,610</i>	<i>39,630</i>	<i>43,650</i>	<i>47,670</i>	<i>4020</i>



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

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

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

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

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

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

**ARF-2194**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Submitted For:** Christine Rocha, Health Programs Manager

**Submitted By:** Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program at the Gila County Division of Health and Emergency Services with the Globe Unified School District #1.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Globe Unified School District for over 16 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of the Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2013/2014 school year.

Conclusion

The Memorandum of Understanding will allow the Division of Health and Emergency Services to continue to work with the Globe Unified School District.

The Tobacco Free Environments Program will:

1. serve as a resource to school administrators, teachers, support staff and students;
2. provide a diversion program for students caught using tobacco products on school property;
3. provide instruction to students through community health educator and youth coalition members; and
4. utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1 will:

1. adopt the Diversion Program prescribed by the Tobacco Free Environments Program;
2. provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District #1.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Globe Unified School District No. 1 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2013, through June 30, 2014.

Attachments

GUSD MOU 2013-2014

GUSD MOU 2012-2013

Legal Explanation

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES**  
**THE GILA COUNTY BOARD OF SUPERVISORS**  
**AND**  
**GLOBE UNIFIED SCHOOL DISTRICT # 1**

**I. Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2013/2014 school year.

**II. Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Globe Unified School District #1**

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

**III. Termination:**

This agreement will be effective July 1, 2013 through June 30, 2014. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

**IV. Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

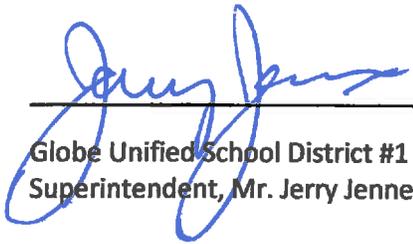
The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.

<b>Goal: Prevent Initiation of Tobacco Use among Youth</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2012 rate, as evidence in the AG's tobacco sales compliance checks report findings.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> Youth, Attorney General's Office, FDA, Gila County Sherriff Department	<b>Related policy change:</b> Enforcement of citations/ fines related to underage tobacco sales	<b>Related environmental change:</b> Decrease in tobacco sales to youth					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Recruit Youth at annual Youth Summit and Coalition Meetings	Program Manager  Community Health Assistants  Youth  AG's Office	Youth will be trained during annual Youth Summit by the AG's Office	Youth Volunteers	X			
<b>Action 2:</b> Gila County will complete 2 compliance checks with the Attorney General's office and FDA to reduce tobacco sales to youth	Program Manager  Community Health Assistants  Youth  AG's Office & FDA	Vendors will be in compliance	Youth Volunteers	X	X	X	X
<b>Action 3:</b> Gila County Staff will be trained to provide Merchant Education for retailers failing compliance checks	Program Manager  Community Health Assistants  AG's Office	Merchant Education provided twice a year	Attorney General's Office		X		X

<b>Action 4:</b> Gila County Staff will provide Diversion Program in schools (prevention education & presentations) to students caught with tobacco products on campus	Program Manager  Community Health Assistants  Youth	Reduction in tobacco use among youth	Youth	X	X	X	X
<b>Goal: Prevent Initiation of Tobacco Use among Youth</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014, the Youth Coalition and Community members will have been engaged in youth lead activities empowering them to be the voice for change in their local communities of Globe and Miami.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> Youth, Schools, Bureau of Tobacco and Chronic Disease (BTCD)	<b>Related policy change:</b> School & Community based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Engaging Youth in Policy Changes					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Recruit Youth at annual Youth Summit & Coalition Meetings to develop an annual plan of prevention activities in school and community to address tobacco health issues	Program Manager  Community Health Assistants  Youth	Youth are trained during annual Youth Summit by Youth Adult Leaders; a calendar of events in place for school year 2013/2014	Youth Volunteers	X	X	X	X
<b>Action 2:</b> Youth Coalition members will participate in statewide youth coalition activities: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day	Program Manager  Community Health Assistants  Youth	Collaboration with Gila County Youth Coalitions & State Bureau of Tobacco and Chronic Disease (BTCD) will bring change to implement policies	Youth Volunteers	X	X	X	X

<b>Action 3:</b> Youth Coalition members provide tobacco prevention education and presentations to younger students	Program Manager  Community Health Assistants  Youth	Reduction in tobacco initiation and use among elementary children also to increase positive attitudes toward anti-tobacco programs  <i>Post-Test will capture outcomes</i>	Youth Volunteers		X		X
<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self – Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014 cultivate schools to support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Provide technical assistance to local schools to develop a School Health Index (SHI)	Program Manager  Community Health Assistants	Schools agree to conduct a School Health Index	School Administrators  Community Partners  School Personnel  Training from ADHS on SHI/SHAC	X	X		

<b>Action 2:</b> Provide technical assistance to schools to develop a School Health Advisory Council (SHAC)	Program Manager  Community Health Assistants	School Health Advisory Council is developed	School Administrators  Community Partners  School Personnel  Training from ADHS on SHI/SHAC  Meeting locations		X	X	
<b>Action 3:</b> Assist SHAC in to implement the findings of the School Health Index (SHI)	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting			X	

  
Globe Unified School District #1  
Superintendent, Mr. Jerry Jennex

  
Gila County Division of Health and Emergency  
Services Director, Michael O'Driscoll

Signed this 26<sup>TH</sup> day of SEPTEMBER, 2013

\_\_\_\_\_  
Gila County Board of Supervisors  
Michael A Pastor, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Deputy Attorney Principal

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

GLOBE UNIFIED SCHOOL DISTRICT # 1

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2012/2013 school year.

II. **Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Globe Unified School District #1**

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

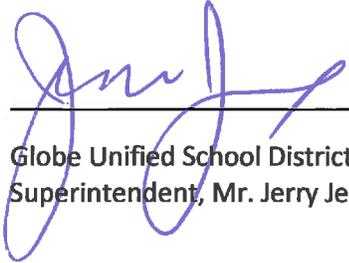
III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.

 10/4/2012

Globe Unified School District #1  
Superintendent, Mr. Jerry Jennex



Gila County Division of Health and Emergency  
Services Director, Michael O'Driscoll

Signed this 10<sup>th</sup> day of October, 20 12

\_\_\_\_\_  
Gila County Board of Supervisors  
Tommie C. Martin, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Chief Deputy County Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>		<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):					
<b>Objective:</b> By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
Action 1: Recruit members for Wellness Committees	Program Manager,  Community Health Assistants	Established School Health Index (SHI) Committees in two schools	Volunteers/Committee Participants		X		
Action 2: Implementation of the School Health Index	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting				X



*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.

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

Submitted For: Christine Rocha, Health Programs Manager

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program at the Gila County Division of Health and Emergency Services with Miami Area Unified School District #40.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Miami Area Unified School District for over 16 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of the Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2013/2014 school year.

Conclusion

The Memorandum of Understanding would allow the Division of Health and Emergency Services to continue to work with the Miami Area Unified School District.

The Tobacco Free Environments Program will:

1. Serve as a resource to school administrators, teachers, support staff and students;
2. provide diversion program for students caught using tobacco products on school property;
3. provide instruction to students through community health educator and youth coalition members; and,
4. utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40 will:

1. Adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Miami Area Unified School District No. 40 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2013, through June 30, 2014.

Attachments

Miami MOU 2013-2014

Miami MOU 2012-2013

Legal Explanation

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES**  
**THE GILA COUNTY BOARD OF SUPERVISORS**  
**AND**  
**GLOBE UNIFIED SCHOOL DISTRICT # 1**

**I. Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2013/2014 school year.

**II. Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Globe Unified School District #1**

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

**III. Termination:**

This agreement will be effective July 1, 2013 through June 30, 2014. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

**IV. Cancellation:**

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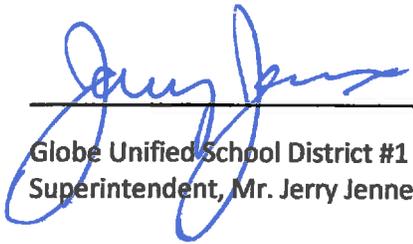
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<b>Goal: Prevent Initiation of Tobacco Use among Youth</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2012 rate, as evidence in the AG's tobacco sales compliance checks report findings.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> Youth, Attorney General's Office, FDA, Gila County Sherriff Department	<b>Related policy change:</b> Enforcement of citations/ fines related to underage tobacco sales	<b>Related environmental change:</b> Decrease in tobacco sales to youth					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1 Sept. 30<sup>th</sup></b>	<b>Q2 Dec. 31<sup>st</sup></b>	<b>Q3 March 30<sup>th</sup></b>	<b>Q4 June 30<sup>th</sup></b>
<b>Action 1:</b> Recruit Youth at annual Youth Summit and Coalition Meetings	Program Manager  Community Health Assistants  Youth  AG's Office	Youth will be trained during annual Youth Summit by the AG's Office	Youth Volunteers	X			
<b>Action 2:</b> Gila County will complete 2 compliance checks with the Attorney General's office and FDA to reduce tobacco sales to youth	Program Manager  Community Health Assistants  Youth  AG's Office & FDA	Vendors will be in compliance	Youth Volunteers	X	X	X	X
<b>Action 3:</b> Gila County Staff will be trained to provide Merchant Education for retailers failing compliance checks	Program Manager  Community Health Assistants  AG's Office	Merchant Education provided twice a year	Attorney General's Office		X		X

<b>Action 4:</b> Gila County Staff will provide Diversion Program in schools (prevention education & presentations) to students caught with tobacco products on campus	Program Manager  Community Health Assistants  Youth	Reduction in tobacco use among youth	Youth	X	X	X	X
<b>Goal: Prevent Initiation of Tobacco Use among Youth</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014, the Youth Coalition and Community members will have been engaged in youth lead activities empowering them to be the voice for change in their local communities of Globe and Miami.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> Youth, Schools, Bureau of Tobacco and Chronic Disease (BTCD)	<b>Related policy change:</b> School & Community based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Engaging Youth in Policy Changes					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Recruit Youth at annual Youth Summit & Coalition Meetings to develop an annual plan of prevention activities in school and community to address tobacco health issues	Program Manager  Community Health Assistants  Youth	Youth are trained during annual Youth Summit by Youth Adult Leaders; a calendar of events in place for school year 2013/2014	Youth Volunteers	X	X	X	X
<b>Action 2:</b> Youth Coalition members will participate in statewide youth coalition activities: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day	Program Manager  Community Health Assistants  Youth	Collaboration with Gila County Youth Coalitions & State Bureau of Tobacco and Chronic Disease (BTCD) will bring change to implement policies	Youth Volunteers	X	X	X	X

<b>Action 3:</b> Youth Coalition members provide tobacco prevention education and presentations to younger students	Program Manager  Community Health Assistants  Youth	Reduction in tobacco initiation and use among elementary children also to increase positive attitudes toward anti-tobacco programs  <i>Post-Test will capture outcomes</i>	Youth Volunteers		X		X
<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self – Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2014 cultivate schools to support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Provide technical assistance to local schools to develop a School Health Index (SHI)	Program Manager  Community Health Assistants	Schools agree to conduct a School Health Index	School Administrators  Community Partners  School Personnel  Training from ADHS on SHI/SHAC	X	X		

<b>Action 2:</b> Provide technical assistance to schools to develop a School Health Advisory Council (SHAC)	Program Manager  Community Health Assistants	School Health Advisory Council is developed	School Administrators  Community Partners  School Personnel  Training from ADHS on SHI/SHAC  Meeting locations		X	X	
<b>Action 3:</b> Assist SHAC in to implement the findings of the School Health Index (SHI)	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting			X	

  
Globe Unified School District #1  
Superintendent, Mr. Jerry Jennex

  
Gila County Division of Health and Emergency  
Services Director, Michael O'Driscoll

Signed this 26<sup>TH</sup> day of SEPTEMBER, 2013

\_\_\_\_\_  
Gila County Board of Supervisors  
Michael A Pastor, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Deputy Attorney Principal

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2011/2012 school year.

II. **Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Miami Area Unified School District #40**

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2011 through June 30, 2012. Each year prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

**MIAMI AREA UNIFIED SCHOOL DISTRICT #40**

**GILA COUNTY**

\_\_\_\_\_  
Mr. Don Nelson, Superintendent

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Board of Supervisors

Attest:

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Bryan B. Chambers  
Chief Deputy County Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

<b>Goal: 1</b> Prevent Initiation of Tobacco Use among Youth			
<b>2. Strategy:</b> Identify health priorities for schools through the use of the school health index (SHI)			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco – reduce initiation <input checked="" type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other:
<b>Agency Lead:</b> Gila County  <b>Partners:</b>  School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b>  School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b>  Healthy school environments	
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
<b>Action 1:</b>  Train Staff on using the School Health Index (SHI)  <i>Targeted completion date: Completed</i>	Program Manager  Community Health Assistants	Staff has a clear understanding on what the School Health Index (SHI) is about and how to implement it in schools	Trained in the SHI
<b>Action 2:</b>  Identify schools that want to complete the School Health Index (SHI)  <i>Targeted completion date: August 31, of each year</i>	Program Manager  Community Health Assistants	Schools readiness to participate in the School Health Index (SHI)	Completed data from schools participating in the SHI

<p><b>Action 3:</b></p> <p>School Board presentation to identify schools wanting to complete the School Health Index (SHI)</p> <p><i>Targeted completion date: Sept. 30, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>School Boards' approval to proceed/participate in the School Health Index (SHI)</p>	<p>Data on schools who have already completed the SHI</p>
<p><b>Action 4:</b></p> <p>Recruit members for Wellness Committees in schools participating in School Health Index (SHI) programs</p> <p>Targeted completion date: October 31, of each year</p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Established SHI Wellness Committees in at least two schools</p>	<p>Volunteers to carry out areas of interest set by SHI Wellness Committee participants</p>
<p><b>Action 5:</b></p> <p>Implementation of the School Health Index (SHI) in two schools/districts</p> <p><i>Targeted completion date: May 31, of each year</i></p>	<p>Program Manager</p> <p>Community Health Assistants</p>	<p>Completion of the SHI in targeted schools</p>	<p>Compilation of data &amp; help with data interpretation and reporting</p>



*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-2173**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Submitted For:** Eric Mariscal, **Submitted By:** Cate Gore, Administrative Clerk,  
Elections Director Elections Department

**Department:** Elections Department

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Information

Request/Subject

Pine Creek Canyon Domestic Water Improvement District Board Member Resignation and New Appointment.

Background Information

ARS 48-1012 (C) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

The Pine Creek Canyon Domestic Water Improvement District Board Member, Ernie Borgoyne, tendered his resignation notice effective March 18, 2013. The Pine Creek Canyon Domestic Water Improvement District Governing Board appointed Michael Roberts to replace Mr. Borgoyne.

Conclusion

Mr. Michael Roberts has agreed to complete Mr. Borgoyne's term of office, which expires December 31, 2014.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Ernie Borgoyne and the appointment of Michael Roberts as a new Governing Board member for the Pine Creek Canyon Domestic Water Improvement District.

Suggested Motion

Acknowledgment of the resignation of Ernie Borgoyne from the Pine Creek Canyon Domestic Water Improvement District Governing Board and the appointment of Michael Roberts to complete Ernie Borgoyne's term which expires December 31, 2014.

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Attachments

PCCDWID

## Arizona State Legislature

Bill Number Search:



Fifty-first Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)48-1012. Elected board of directors; initial members; qualifications; terms; filling vacancy; chairperson; qualifications of electors

A. At the option of the board of supervisors after presentation of a petition requesting the establishment of a domestic water improvement district or a domestic wastewater improvement district, or upon the submission of a separate petition following the establishment of an improvement district as prescribed by section 48-903, and subsequent to the approval of the county board of supervisors, the district shall be governed by an elected board of directors. The elected board shall consist of the number of members, not less than three, specified in the petition for establishment of the district. The first directors of such board shall be selected by the board of supervisors at the time the district is established. Members of the board of directors shall be qualified electors of the district and, after the members first appointed by the board of supervisors, shall be elected by the qualified electors of the district.

B. Immediately after the selection and qualification of the first directors of the board, the directors shall meet and divide themselves by lot into two classes as nearly equal in number as possible. Directors of the first class shall serve for a term of four years, and directors of the second class shall serve for a term of two years. Every director shall continue to discharge the duties of office until a successor is appointed and qualifies. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years, and until a successor is elected and qualifies. The dates of elections and of expiration of terms shall be specified in the petition for establishment of the district.

C. If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

D. The board of directors shall annually elect a chairperson from among its members.

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

F. For the purposes of either a domestic water improvement district or a domestic wastewater improvement district that is organized pursuant to this article and that serves at the time of organization a population of ten thousand persons or less according to the most recent United States decennial census, in addition to any other qualified elector of the district, any natural person who is a qualified elector of this state and who is a real property owner within the district is eligible to vote in a district election without regard to that person's residency and shall be deemed a qualified elector of the district for purposes of service on the board of directors.

# MINUTES

## PINE CREEK CANYON DOMESTIC WATER IMPROVEMENT DISTRICT

PO Box 945, Pine, AZ 85544

September 21, 2013

Regular Meeting

Date, Place and Time:

Saturday, September 21, 2013

Place: Pine/Strawberry Fire Dept.

6198 W Hardscrabble Mesa Rd.

Pine, Arizona

For conference call-in

Teleconference Number 1-877-594-8353, Participant Passcode 20932491#

Phone in participants will be placed on hold listening to music until the

Chairperson joins the meeting

Time: 9:30 AM

DRAFT

**1. CALL ORDER**

The meeting was called to order at 9:30 AM by Acting Chairman Allan Johnson.

**2. ROLL CALL OF BOARD MEMBERS/DECLARATION OF QUORUM**

Jim Cleary, Allan Johnson, Jim Crews and James Semrad present.

Others Present: Harry Jones, District Manager, Pat Watson, Admin. Asst. and Michael Roberts.

**3. CALL FOR MOTION TO APPROVE MINUTES OF THE FOLLOWING MEETING HELD ON June 15, 2013, Regular Meeting.**

Jim Crews moved to accept the minutes of the June 15, 2013 meeting. Mr. Cleary seconded. Roll Call: Mr. Crews, Mr. Semrad, Dr. Johnson and Mr. Cleary all say Aye. None say Nay. Motion Passed.

**4. CALL TO THE PUBLIC FOR INPUT ON SCHEDULED AGENDA TOPICS**

**No comments from the public.**

**5. REPORTS**

**a. Treasurer's Report**

**i. Balance Sheet**

Mr. Crews stated the balance sheet shows that operations are on budget and cash position is as expected.

# MINUTES

## PINE CREEK CANYON DOMESTIC WATER IMPROVEMENT DISTRICT

PO Box 945, Pine, AZ 85544

September 21, 2013

### ii. Revenues and Expenses

Expenses for the wastewater treatment plant are somewhat over budget due to replacement of electrical equipment at the wastewater plant. The water expenses are under budget.

### iii. Budget vs. Actual Comparison

No discussion except total expenses are under budget by 5.8%.

### iv. Check Register last three months

No discussion

### v. Independent Accountant's Review 2012-2013

Review of the summary for the fiscal year ended June 30, 2013 shows a net loss of \$19,884.43. The depreciation is \$51,162.16. Showing a positive cash flow. The largest amount used was for the water tank recoating. The reduction of principal of debt to WIFA was \$23,105.29.

Mr. Cleary made the motion to accept the Treasurer Report, Mr. Semrad seconded. Mr. Crews, Dr. Johnson, Mr. Cleary and Mr. Semrad all vote Aye. None vote Nay. Motion is passed.

## b. District Manager's Report

### v. Depth to water in wells.

Depth in the shallow well is down a little.

The Deep Well is doing fine. The depth is about the same as last two months.

### vi. Water usage

There are no leaks at this time and water supply is good.

### vii. Future projects

None at this time. Will need to consider coating the outside of the water tank next year.

### viii. Legal status

No legal issues.

6.

## **DISCUSS AND TAKE POSSIBLE ACTION TO FILL THE VACANT SEAT ON THE BOARD OF DIRECTORS.**

Mr. Crews moved to appoint Michael Roberts (Lot #27) to the Board of Directors to complete the term of Ernie Borgoyne that ends December 31, 2014.

Mr. Semrad seconded. Mr. Cleary, Dr. Johnson, Mr. Semrad and Mr. Crews all say Aye. None vote Nay. Motion Passed

## 7. **DISCUSS AND TAKE POSSIBLE ACTION TO FILL THE DIRECTOR OFFICER POSITIONS.**

## MINUTES

### PINE CREEK CANYON DOMESTIC WATER IMPROVEMENT DISTRICT

PO Box 945, Pine, AZ 85544

September 21, 2013

Mr. Crews moved to elect Dr. Johnson, Chairman, Mr. Cleary Secretary and Mr. Crews, Treasurer and to keep this slate until January 2015. Mr. Cleary seconded. All vote Aye. None vote Nay. The motion is passed.

MINUTES

PINE CREEK CANYON DOMESTIC WATER IMPROVEMENT DISTRICT

PO Box 945, Pine, AZ 85544

September 21, 2013

**8. CALL TO THE PUBLIC FOR NON-AGENDA ITEMS**

There were none.

**9. ESTABLISH A TENTATIVE DATE FOR THE NEXT BOARD OF DIRECTOR'S MEETING.**

The next meeting will be the scheduled quarterly meeting on December 21, 2013.

**10. MOTION TO ADJOURN.**

Mr. Crews moved the meeting to adjourn and Mr. Cleary seconded. The meeting was adjourned at 10:05 AM

Submitted By: \_\_\_\_\_

## HARRY JONES

---

**From:** "HARRY JONES" <harryjoneshdj@msn.com>  
**To:** "John Nelson" <jnelson@co.gila.az.us>  
**Cc:** "Marian Sheppard" <msheppard@co.gila.az.us>  
**Sent:** Friday, March 22, 2013 7:32 AM  
**Subject:** Fw: Resignation

John and Marian: Please see resignation below. Ernie has his PCCDWID house for sale and has returned to Mesa to go back to work. He was laid off by Motorola after 38 years and hopes to gain a position with Honeywell.

Harry D. Jones  
HDJ Management LLC  
[harryjoneshdj@msn.com](mailto:harryjoneshdj@msn.com)  
(928) 595-1111

----- Original Message -----

**From:** Ernie Borgoyne  
**To:** Harry Jones ; Jim Crews ; Jim Semrad ; Allan Johnson  
**Sent:** Monday, March 18, 2013 12:37 PM  
**Subject:** Resignation

Harry and Board Members,

Please accept my resignation from the PCCDWID effective 10:30 am, Saturday March 16th. Please forward to Jim Cleary.

Sincerely,  
Ernie Borgoyne

OATH OF OFFICE

PIPE CREEK CANYON  
DOMESTIC WATER IMPROVEMENT District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

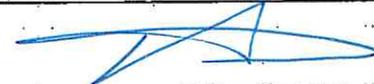
OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

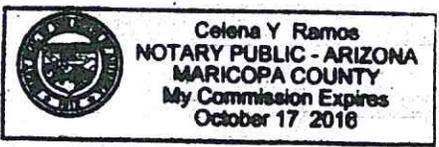
State of Arizona, County of Gila

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

  
 \_\_\_\_\_  
 Signature

Subscribed and sworn (or affirmed) to before me on this 26<sup>th</sup> day of September, 2013  
 (SEAL)

Celena Y Ramos  
 \_\_\_\_\_  
 Notary Public



**ARF-2186**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Submitted For:** Eric Mariscal, **Submitted By:** Cate Gore, Administrative Clerk,  
Elections Director Elections Department

**Department:** Elections Department

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Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

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

Evaluation

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

Conclusion

The Republican Party has submitted Darlene S. Younker and Richard M. Williams for appointment by the Board of Supervisors.

Recommendation

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

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #2 - Darlene S. Younker and Payson #4 - Richard M. Williams.

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Attachments

Younker and Williams

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

RICHARD M. WILLIAMS, (Name on Voter Registration)

a duly qualified Republican elector residing at

508 E. JURACIR PAYSON AZ 85541  
Address City State Zip

602 708 1011 Home Phone 602 708 1011 Cell Phone

RMW@VASAZ.COM Work Phone Email

Fax

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson #4 CODE Number 2158A

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation of \_\_\_\_\_

Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Party Chairman

\_\_\_\_\_  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Richard M. Williams Date: 8/30/2013

Voter Identification Number: 0400063485

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Darlene S. Younker, (Name on Voter Registration)

a duly qualified Republican elector residing at

1101 S. Deer Born Cir, Payson AZ 85541  
Address City State Zip

928-468-6900 858-395-1850  
Home Phone Work Phone Cell Phone

dyounker1@aol.com  
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson 2 CODE Number 205

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation of Barbara Shepherd

Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Party Chairman

\_\_\_\_\_  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Darlene S Younker Date: 10-7-13

Voter Identification Number: 0400062727

**ARF-2182**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Submitted For:** Eric Mariscal, **Submitted By:** Cate Gore, Administrative Clerk,  
Elections Director Elections Department

**Department:** Elections Department

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Information

Request/Subject

Appointment of Precinct Committeeman to the Gila County Republican Committee.

Background Information

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

Evaluation

One new individual has been submitted by the Gila County Republican Committee Chair for the appointment to the office of the precinct committeeman. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Republican Party has submitted Sylvia A. Kuras for appointment by the Board of Supervisors

Recommendation

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

Suggested Motion

Approval of the following precinct committeeman appointment as submitted by the Gila County Republican Committee: Globe #4 - Sylvia A. Kuras.

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Attachments

Kuras

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Sylvia A Kuras, (Name on Voter Registration)

a duly qualified Republican elector residing at

Po Box 87 Globe AZ 85502

Address City State Zip

(928) 425-8503 NA 928 8122278

Home Phone Work Phone Cell Phone

SylviaKuras@yahoo.com

Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of 115 C CODE Number C

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation of \_\_\_\_\_

Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

[Signature]  
Party Chairman

10/15/13  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the Gila County Republican Committee.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Sylvia A Kuras Date: 10/15/2013

Voter Identification Number: 0400027622

**ARF-2196**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Reporting Period:** September 2013

**Period:**

**Submitted For:** Kaycee  
Stratton

**Submitted By:** Kaycee Stratton, Chief Deputy Recorder,  
Recorder's Office

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### **Information**

#### **Subject**

Recorder's Office Monthly Report for September 2013

#### **Suggested Motion**

Acknowledgment of the September 2013 monthly activity report submitted by the Recorder's Office.

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### **Attachments**

Recorder's Office Monthly Report for September 2013



## GILA COUNTY RECORDER

REPORT FOR THE MONTH OF SEPTEMBER 2013

I, Sadie Jo Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Jo Tomerlin, Gila County Recorder

# GILA COUNTY RECORDER

Report for September 2013

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$14,273.00	\$0.00	\$0.00	
	PAID OUT OF SUSPENSE ACCT		\$9,086.40	\$0.00	
	RECORDING FEES	\$13,807.40		\$0.00	
	REFUNDS- EXCESS FEES		\$12.00	\$0.00	
	INTEREST PD TO ACCT	\$1.29	\$0.00	\$0.00	
Staled Checks		\$0.00			
<b>TOTAL 1005 FUNDS</b>		<b>\$28,081.69</b>	<b>\$9,098.40</b>	<b>\$18,983.29</b>	
<b>SECTION II</b>					
	7145 FUND (RECORDER)	\$4,274.50	\$0.00	\$0.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$48.00	\$48.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$12.00	\$0.00	\$0.00	
	7147 FUND (COMPUTER SVCS)	\$15,975.96	\$0.00	\$0.00	
<b>TOTAL SEC II FUNDS</b>		<b>\$20,310.46</b>	<b>\$48.00</b>	<b>\$20,262.46</b>	
<b>COMBINED TOTALS - TOTAL FEES COLLECTE D</b>		<b>\$48,392.15</b>	<b>\$9,146.40</b>	<b>\$39,245.75</b>	

Sadie Tomerlin  
Gila County Recorder

**New Fiscal Year Form**

	FY	2013-2014				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug		5,386.50	14,030.06	745.00	19.00	20,180.56
Sept	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
<b>Total</b>	<b>2,458</b>	<b>14,553</b>	<b>47,563.80</b>	<b>17,594.48</b>	<b>35.00</b>	<b>79,745.78</b>
<b>Fiscal Year</b>		<b>79,745.78</b>				
<b>All Monies</b>						

Bank Deposit Summary, From 9/1/13 12:00 AM To 9/30/13 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Sep 3, 2013 4:50:32 PM	3133	B	Payson	\$10.00 ✓
Sep 3, 2013 4:59:35 PM	3134	B	globe	\$1,818.00 ✓
Sep 4, 2013 4:59:52 PM	3135	B	globe	\$106.00 ✓
Sep 5, 2013 4:53:40 PM	3136	B	Payson	\$127.00 ✓
Sep 5, 2013 4:56:15 PM	3137	B	globe	\$7,116.00 ✓
Sep 6, 2013 4:51:34 PM	3138	B	Payson	\$32.00 ✓
Sep 6, 2013 4:59:28 PM	3139	B	globe	\$42.00 ✓
Sep 9, 2013 4:58:51 PM	3140	B	Payson	\$99.00 ✓
Sep 10, 2013 4:56:28 PM	3141	B	payson	\$45.00 ✓
Sep 10, 2013 4:59:04 PM	3142	B	Globe	\$581.00 ✓
Sep 10, 2013 4:59:04 PM	3143	B	Globe	\$112.00 ✓
Sep 11, 2013 4:53:46 PM	3144	B	Payson	\$36.00 ✓
Sep 11, 2013 4:56:45 PM	3145	B	Globe	\$176.00 ✓
Sep 12, 2013 4:53:08 PM	3147	B	Payson	\$45.00 ✓
Sep 12, 2013 4:56:23 PM	3148	B	Globe	\$821.00 ✓
Sep 13, 2013 4:51:59 PM	3149	B	PAYSON	\$49.00 ✓
Sep 13, 2013 4:56:55 PM	3150	B	Globe	\$166.00 ✓
Sep 16, 2013 4:57:04 PM	3152	B	Globe	\$1,455.00 ✓
Sep 16, 2013 4:58:37 PM	3153	B	92.00	\$92.00 ✓
Sep 17, 2013 4:54:03 PM	3154	B	Globe	\$1,363.00 ✓
Sep 18, 2013 12:31:51 PM	3156	B	Globecorrection	\$364.00 ✓
Sep 19, 2013 4:55:16 PM	3157	B	Globe	\$325.00 ✓
Sep 20, 2013 4:57:08 PM	3158	B	Globe	\$1,350.00 ✓
Sep 23, 2013 4:57:32 PM	3159	B	payson	\$196.00 ✓
Sep 23, 2013 5:03:29 PM	3160	B	globe	\$567.00 ✓
Sep 24, 2013 4:55:59 PM	3161	B	payson	\$27.50 ✓
Sep 24, 2013 4:59:20 PM	3162	B	globe	\$3,258.96 ✓
Sep 25, 2013 4:55:29 PM	3163	B	Globe	\$150.00 ✓
Sep 25, 2013 5:05:27 PM	3164	B	payson	\$61.00 ✓
Sep 26, 2013 4:56:06 PM	3165	B	payson	\$72.00 ✓
Sep 26, 2013 4:58:18 PM	3166	B	globe	\$386.00 ✓
Sep 27, 2013 4:55:21 PM	3167	B	payson	\$62.00 ✓
Sep 27, 2013 4:58:18 PM	3168	B	Globe	\$13,006.00 ✓
Sep 30, 2013 4:56:38 PM	3171	B	payson	\$24.00 ✓
Sep 30, 2013 4:56:44 PM	3170	B	Globe	\$299.00 ✓

Total \$34,439.46 ✓

Immediate and Deferred Accounts: ACCU,ADOR-  
M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,DOCUT,EQUIT,ERAY,EX  
CEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
ENGINEERING,IMAPP,INDEPTH,Ingeo,IRS,LA001,MHK,NBOA,NBOAC,NDTS-  
TSG,NewAcct0,NewAcct1,PIONE,PTP2,Public Works Floodplain,RSSI,simplifile,SOUTHWES DIV,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$231.00)	\$42.00 ✓	\$0.00	(\$189.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$35.37)	\$46.80 ✓	(\$100.00) ✓	(\$88.57)
ADOT	AZ DEPT OF TRANS	(\$289.50)	\$0.00	\$0.00	(\$289.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$18.00)	\$0.00	\$0.00	(\$18.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$148.00)	\$15.00 ✓	\$0.00 ✓	(\$133.00)
AWC	ARIZONA WATER COMPANY	(\$213.00)	\$0.00	\$0.00	(\$213.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,902.00)	\$0.00	\$0.00	(\$1,902.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$182.00)	\$23.00 ✓	\$0.00 ✓	(\$159.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$37.00)	\$0.00	\$0.00	(\$37.00)
FARES	CORELOGIC	(\$21.40)	\$285.00 ✓	(\$1,200.00) ✓	(\$936.40)
FATM	FIRST AMERICAN MICROFICHE	(\$2,788.60)	\$258.60 ✓	\$0.00 ✓	(\$2,530.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	LPS APPLIED ANALYTICS	(\$318.20)	\$190.00 ✓	\$0.00 ✓	(\$128.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$154.50	\$0.00	\$0.00	\$154.50
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDEPTH	INDEPTH SOLUTIONS INC	(\$114.00)	\$0.00	\$0.00	(\$114.00)
Ingeo	Ingeo - eRecording	(\$984.00)	\$936.00 ✓	(\$923.00) ✓	(\$971.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$72.00 ✓	(\$64.00) ✓	(\$74.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$100.00)	\$0.00	\$0.00	(\$100.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$306.00)	\$175.00 ✓	(\$1,000.00) ✓	(\$1,131.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$1,176.00)	\$3,122.00 ✓	(\$7,000.00) ✓	(\$5,054.00)
Public Works Floodplain	Gila County	\$0.00	\$0.00	(\$100.00) ✓	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$172.00)	\$34.00	\$0.00	(\$138.00)
simplifile	Simplifile - eRecording	(\$825.00)	\$3,887.00 ✓	(\$3,886.00) ✓	(\$824.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,140.20)	\$0.00	\$0.00	(\$1,140.20)
<b>Totals</b>		<b>(\$15,442.67)</b>	<b>\$9,086.40</b>	<b>(\$14,273.00)</b>	<b>(\$20,629.27)</b>

# Bank Deposit

From 09/01/2013 To 09/30/2013

Account		Debits	Credits	Net
<b>Asset</b>				
1005 Suspense PrePayAccounts	1005 Suspense - Prepay	\$4,191.40	(\$9,400.00)	(\$5,208.60)
Cash	Cash/Check	\$34,439.46	\$0.00	\$34,439.46
D-1005-120-01-4612-003	Postage (deferred)	\$8.00	(\$9.00)	(\$1.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	\$24.00	(\$27.00)	(\$3.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$32.00	(\$36.00)	(\$4.00)
ETransfer	Electronic Transfers	\$4,873.00	\$0.00	\$4,873.00
	<b>Total</b>	\$43,567.86	(\$9,472.00)	\$34,095.86
<b>Liability</b>				
1005 Suspense ChargeAccounts	1005 Suspense - Charge	\$72.00	(\$64.00)	\$8.00
	<b>Total</b>	\$72.00	(\$64.00)	\$8.00
<b>Expense</b>				
	<b>Total</b>	\$0.00	\$0.00	\$0.00
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$962.00)	(\$962.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-003	Postage	\$0.00	(\$712.40)	(\$712.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$416.00)	(\$416.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$81.00)	(\$81.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$81.00)	(\$81.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$34.00)	(\$34.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$11,412.00)	(\$11,412.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$12.00)	(\$12.00)
1005-120-01-4612-027	Fax	\$0.00	(\$55.00)	(\$55.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,274.50)	(\$4,274.50)
7146-120-01-4612	Mining Fees	\$0.00	(\$12.00)	(\$12.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$48.00)	(\$48.00)
7147-120-01-4612	Voter Postage	\$0.00	(\$347.50)	(\$347.50)
7147-120-01-4612-018	Voter	\$0.00	(\$14,693.46)	(\$14,693.46)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$935.00)	(\$935.00)
eRecording	eRecording	\$4,823.00	(\$4,809.00)	\$14.00
	<b>Total</b>	\$4,823.00	(\$38,926.86)	(\$34,103.86)
	<b>Total</b>	\$48,462.86	(\$48,462.86)	\$0.00

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$34,439.46	\$0.00	\$34,439.46
	Range Total	\$34,439.46	\$0.00	\$34,439.46

41191.40  
 72.00  
 4823.00  


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 9086.40

9400.00  
 4872.00  


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 14,272.00

122700  
 ✓  
 60.00  
 ✓

Recordings

Globe 510  
 Payson 245  
 E-Recording 374  
 Total 1129

DATE	1005	7145	7146	7147	Globe/cash cks	Payson/cash cks	House/Out	House/Into	Refunds	
9/3/2013	\$ 604.00	\$ 280.00	\$ 15.00	\$ 95.00	\$ 1,818.00	\$ 10.00	\$ 366.00	\$ 1,489.00		
9/4/2013	\$ 295.00	\$ 104.00			\$ 106.00	\$ 35.00	\$ 293.00	\$ 166.00		
9/5/2013	\$ 407.00	\$ 196.00			\$ 7,116.00	\$ 127.00	\$ 360.00	\$ 7,239.00		
9/6/2013	\$ 292.00	\$ 124.00	\$ 5.00		\$ 42.00	\$ 32.00	\$ 355.00	\$ 242.00		
9/9/2013	\$ 766.00	\$ 180.00	\$ 5.00		\$ 581.00	\$ 99.00	\$ 271.00	\$ 139.00	John Callahan	\$ 6.00
9/10/2013	\$ 272.00	\$ 124.00			\$ 112.00	\$ 45.00	\$ 231.00	\$ 117.00		
9/11/2013	\$ 571.00	\$ 232.00			\$ 176.00	\$ 36.00	\$ 591.00	\$ 110.00		
9/12/2013	\$ 997.00	\$ 168.00	\$ 5.00		\$ 821.00	\$ 45.00	\$ 304.00	\$ 340.00		
9/13/2013	\$ 420.30	\$ 187.50		\$ 540.00	\$ 166.00	\$ 49.00	\$ 932.80	\$ 169.00		
9/16/2013	\$ 1,720.00	\$ 220.00	\$ 10.00		\$ 1,455.00	\$ 92.00	\$ 435.00	\$ 185.00		
9/17/2013	\$ 465.00	\$ 148.00			\$ 1,363.00	\$ -	\$ 250.00	\$ 1,192.00		
9/18/2013	\$ 579.00	\$ 180.00			\$ 364.00	\$ -	\$ 363.00	\$ 276.00		
9/19/2013	\$ 582.00	\$ 140.00			\$ 325.00	\$ -	\$ 397.00	\$ 363.00		
9/20/2013	\$ 1,624.00	\$ 247.00	\$ 5.00		\$ 1,350.00	\$ -	\$ 526.00	\$ 344.00		
9/23/2013	\$ 751.00	\$ 236.00	\$ 15.00		\$ 567.00	\$ 196.00	\$ 255.00	\$ 464.00		
9/24/2013	\$ 580.30	\$ 228.00		\$ 3,254.96	\$ 3,258.96	\$ 27.50	\$ 860.80	\$ 188.00		
9/25/2013	\$ 382.00	\$ 144.00			\$ 150.00	\$ 61.00	\$ 315.00	\$ 273.00		
9/26/2013	\$ 732.80	\$ 288.00		\$ 40.00	\$ 386.00	\$ 72.00	\$ 702.80	\$ 283.00		
9/27/2013	\$ 1,088.00	\$ 600.00		\$ 12,046.00	\$ 13,006.00	\$ 62.00	\$ 674.00	\$ -		
9/30/2013	\$ 679.00	\$ 248.00			\$ 299.00	\$ 24.00	\$ 604.00	\$ 694.00	Faber and Brand LLC	\$ 6.00
					\$ -					
<b>TOTAL</b>	<b>\$ 13,807.40</b>	<b>\$ 4,274.50</b>	<b>\$ 60.00</b>	<b>\$ 15,975.96</b>	<b>\$ 33,461.96</b>	<b>\$ 1,012.50</b>	<b>\$ 9,086.40</b>	<b>\$ 14,273.00</b>	<b>0</b>	<b>\$12.00</b>



**BUSINESS INTEREST CHECKING xxx-xx3230** *(continued)*

**ACCOUNT DETAIL**

**Credits**

<i>Date</i>	<i>Amount</i>	<i>Description</i>
09/27	\$379.00	ELECTRONIC DEP Simplifile LC RecFee0926 092713 AZCQHH-CCD
09/30	9.00	ELECTRONIC DEP INGEO 9272013 P 093013PPD
09/30	190.00	ELECTRONIC DEP Simplifile LC RecFee0927 093013 AZCQHH-CCD
09/30	1.29	INTEREST PAID
<b>47 credits for a total of \$4,874.29</b>		

**Deposits**

<i>Date</i>	<i>Amount</i>	<i>Date</i>	<i>Amount</i>	<i>Date</i>	<i>Amount</i>
09/04	\$10.00	09/12	\$112.00	09/24	\$92.00
09/04	35.00	09/12	127.00	09/24	99.00
09/04	51.00	09/12	176.00	09/24	325.00
09/04	56.00	09/12	581.00	09/24	364.00
09/04	116.00	09/12	7,116.00	09/24	567.00
09/04	134.00	09/18	166.00	09/24	1,350.00
09/04	260.00	09/18	821.00	09/26	27.50
09/04	417.00	09/18	1,363.00	09/26	150.00
09/04	1,818.00	09/18	1,455.00	09/26	196.00
09/12	19.00	09/24	36.00	09/26	3,258.96
09/12	32.00	09/24	45.00	09/30	386.00
09/12	42.00	09/24	45.00	09/30	13,006.00
09/12	106.00	09/24	49.00		
<b>38 deposits for a total of \$35,009.46</b>					



# September

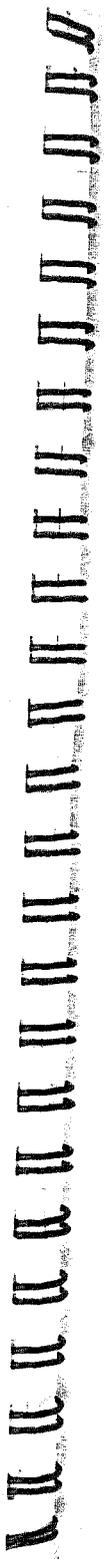
CHECKS DRAWN

		total Refunds		MISC. DEBIT	
				DESCRIPTION	AMOUNT
1	9/1				
	9/2				
3	9/3	1818 00	10 00		
	9/4	104 00	35 00		
5	9/5	7114 00	127 00		
7	9/6	42 00	32 00		
	9/7				
	9/8				
	9/9	581 00	99 00	John Callahan	\$16 00
	9/10	112 -	45 -		
	9/11	174 -	36 -		
12	9/12	821 -	45 -		
13	9/13	144 -	49 -		
	9/14	1455 -	92 -		
15	9/17	1363 -			
	9/18	364 -			
	9/19	335 -			
	9/20	1350 -			
18	9/23	567 -	194 -		
	9/24	3258910	27.550		
	9/25	150 -	61 -		
	9/26	356 -	72 -		
	9/27	1306 -	62 -		
	9/30	299 -	24 -	Faber Brand LLC	\$16 00

33441.96 9/27.550

\$1200

343910.46 + 35.00 (Deposit 9/4) -



**ARF-2197**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Reporting** Globe Regional Justice of the Peace's Office Monthly Report for

**Period:** October 2013

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

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for October 2013

**Suggested Motion**

Acknowledgment of the October 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Globe Regional Justice Court Report for 10/2013

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

OCTOBER, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 5.23	\$ 0.27	\$ 4.96
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 194.35	\$ 9.72	\$ 184.63
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 70.29	\$ 3.52	\$ 66.77
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,453.29		\$ 4,453.29
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,101.01		\$ 2,101.01
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,221.88	\$ 111.10	\$ 2,110.78
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 50.62	\$ 2.54	\$ 48.08
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 301.64	\$ 15.09	\$ 286.55
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 827.50	\$ 41.38	\$ 786.12
Alternative Dispute Resolution	ZADR		T848-2061	\$ 37.34	\$ 1.87	\$ 35.47
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 47.50	\$ 2.38	\$ 45.12
Confidential Address Assessment - Local	ZCAA2			\$ 2.50	\$ 0.13	\$ 2.37
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,792.21		\$ 1,792.21
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,525.45	\$ 426.28	\$ 8,099.17
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,190.00	\$ 59.50	\$ 1,130.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 994.24	\$ 49.72	\$ 944.52
DUI Abatement	ZDUJA		T889-2061	\$ 50.00	\$ 2.50	\$ 47.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 279.31	\$ 13.97	\$ 265.34
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 28.86	\$ 1.45	\$ 27.41
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 756.30	\$ 37.82	\$ 718.48
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 17,412.04	\$ 870.61	\$ 16,541.43
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,254.48	\$ 62.73	\$ 1,191.75
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,527.72	\$ 76.39	\$ 1,451.33
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ 12.66	\$ 0.64	\$ 12.02
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 915.23		\$ 915.23
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 124.31	\$ 6.22	\$ 118.09
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,706.54		\$ 1,706.54
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 284.53	\$ 14.23	\$ 270.30
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,615.11		\$ 1,615.11
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 235.68	\$ 11.79	\$ 223.89
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 103.17		\$ 103.17
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 68.78		\$ 68.78
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 194.03	\$ 9.71	\$ 184.32
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 344.21	\$ 17.22	\$ 326.99
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,357.92	\$ 117.90	\$ 2,240.02
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,664.05	\$ 83.21	\$ 1,580.84
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 208.02	\$ 10.41	\$ 197.61
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 52.25	\$ 2.62	\$ 49.63
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 41.76	\$ 2.09	\$ 39.67
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 721.04	\$ 36.06	\$ 684.98
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ 0.92	\$ 0.05	\$ 0.87
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 0.82	\$ 0.05	\$ 0.77
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 4.78	\$ 0.24	\$ 4.54
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 10.46	\$ 0.53	\$ 9.93
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 70.41	\$ 3.53	\$ 66.88
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 189.40	\$ 9.47	\$ 179.93
Prison Construction Fund	ZPCOF		T908-2061	\$ 3,370.69	\$ 168.54	\$ 3,202.15
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 166.62	\$ 8.33	\$ 158.29
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,388.18	\$ 219.41	\$ 4,168.77
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 51.76	\$ 2.59	\$ 49.17
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 149.98		\$ 149.98
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,897.72		\$ 2,897.72
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,931.81		\$ 1,931.81
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

OCTOBER, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 98.13	\$ 4.91	\$ 93.22
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 29.03	\$ 1.46	\$ 27.57
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 68,133.76</b>	<b>\$ 2,520.18</b>	<b>\$ 65,613.58</b>

<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>	<b>\$ 65,613.58</b>
<b>TOTAL RESTITUTION RECEIVED</b>	<b>\$ 1,428.50</b>
<b>TOTAL RECEIPTS THIS MONTH</b>	<b>\$ 69,562.26</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/1/2013	7693	\$ 10,042.19	ARIZONA STATE TREASURER
11/1/2013	7692	\$ 58,091.57	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 68,133.76</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

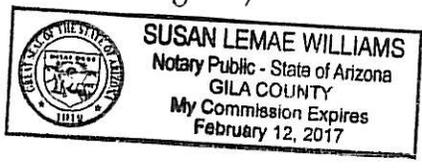
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of OCTOBER, 2013.

*[Signature]*  
 Justice of the Peace

Subscribed and Sworn to before me this 9th day of November, 2013.

*[Signature]*  
 Notary Public

My Commission Expires: February 12, 2017

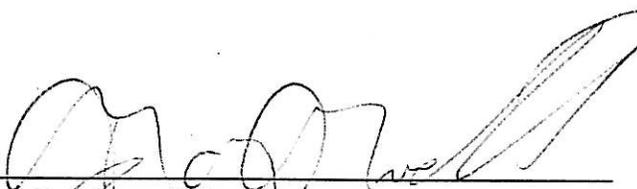


# GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: October, 2013

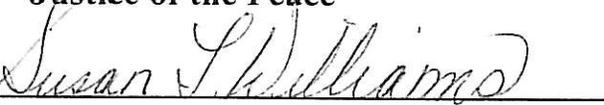
## BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 5,152.80
RECEIVED DURING THE MONTH	\$13,760.27
DISBURSED DURING THE MONTH	\$13,566.62
BALANCE AT THE END OF THE MONTH	\$ 5,346.45



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Justice of the Peace



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Financial Clerk

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

**ARF-2201**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Reporting Period:** October and November 2013

**Submitted For:**

Marian  
Sheppard,  
Clerk, BOS

**Submitted By:**

Laurie Kline, Deputy Clerk, Clerk of the  
Board of Supervisors

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**Information**

**Subject**

October 29, 2013, Board of Supervisors Meeting Minutes and November 5, 2013, Board of Equalization Meeting Minutes

**Suggested Motion**

Approval of the October 29, 2013, Board of Supervisors meeting minutes and November 5, 2013, Board of Equalization meeting minutes.

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**Attachments**

BOS 10-29-13 Meeting Minutes

BOE 11-05-13 Meeting Minutes

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

Date: October 29, 2013

**MICHAEL A. PASTOR**

Chairman

**MARIAN E. SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**

Member

Gila County Courthouse  
Globe, Arizona

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

**Item 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. Steve Sanders led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Presentation/Discussion regarding Arizona Department of Transportation Public Affairs Stakeholder Outreach by Kathy Boyle and introduction of new District Engineer Jesse Gutierrez.**

Kathy Boyle, Arizona Department of Transportation (ADOT) Public Affairs Manager, stated that ADOT is doing an extensive outreach effort throughout the state that is targeted toward the business communities; however, ADOT believes this information would also be beneficial to the Board of Supervisors. ADOT's leadership believes that there is a strong and direct link between a quality transportation system and a vibrant economy. The Arizona and Nevada Departments of Transportation are working together on the two-year Interstate (I-11) and Intermountain West Corridor Study (Corridor) that includes detailed corridor planning of a possible high priority interstate link between Phoenix and Las Vegas (the I-11 portion), and high-level visioning for potentially extending the corridor north to Canada and south to Mexico. Ms. Boyle commented that the interstate link between Phoenix and Las Vegas could be a toll bridge possibly funded from private monies. Ms. Boyle continued by stating that the traditional funding sources of ADOT include the gas tax,

vehicle licensing fees, and monies from federal programs; but added that these funding sources are highly sensitive to economic conditions and political decision making at the state and federal levels. She then introduced Jesse Gutierrez P.E., Globe District Engineer, who provided a PowerPoint presentation regarding the Globe District.

Mr. Gutierrez stated that 3 recent construction projects have been completed within ADOT's Globe District, as follows:

- US 60 mile post 224 - Boyce Thompson Arboretum - \$1.0 million – new parking facilities and entrance
- State Route 70 mile post 275-280 - \$2.846 million – Point of Pines pavement preservation
- San Carlos Bridge (final acceptance)

He then reviewed current construction projects and the Five-Year Construction Plans for fiscal years 2014, 2015, and 2016, respectively. The project breakdown for the Globe District includes:

- 2-Highway Expansion Projects Representing 52% or \$55 million
- 10-Preservation Projects Representing 32% or \$34.30 million
- 6-Modernization Projects Representing 16% or \$16.55 million

Lastly, Mr. Guterrez reviewed the US 60-Superior to Globe Study. He advised that the Design Concept Report and Environmental Impact Statement (EIM) is a study to determine alternatives for a bypass for the Superior to Globe section of the roadway on US Highway 60. The goal is to complete the EIM Tier 1 by mid-2014. He clarified that this study is “simply a study” and that no construction would be completed. The study would identify various environmental impacts for any of the alternative bypass routes that would be considered.

Vice-Chairman Martin expressed her appreciation in receiving an update on projects within ADOT's Globe District; however, she requested that a future Board of Supervisors' work session be scheduled for the Board to be provided an update on ADOT projects within northern Gila County of which those projects are located within ADOT's Prescott District. Chairman Pastor was pleased to see that some projects are being completed in Gila County. Steve Stratton, Public Works Division Director, provided an update he received recently regarding the Lion Springs project which is located in northern Gila County. Vice-Chairman Martin thanked Mr. Stratton for the update.

## **B. Presentation/Discussion regarding the Gila County Transportation Study-Plan for Improvements and Financing Alternatives by Michael**

**Grandy, P.E. of Kimley-Horn and Associates, Inc. for the Arizona Department of Transportation.**

Michael Grandy, P.E., provided a PowerPoint presentation and stated that the Gila County Transportation Study is a joint project between the Arizona Department of Transportation and Gila County.

The study objectives are to compile current and projected future conditions data to identify transportation needs for the following:

- Roadway
- Safety
- Pavement management
- Bicycle and pedestrian facilities
- Transportation finance

Kimley-Horn and Associates, Inc. has recommended and prioritized specific projects and implementation strategies over the next 5, 10, and 20 years on County owned/maintained roadways. Mr. Grandy reviewed the identified needs as outlined in the presentation for each of the 5 focus areas listed above.

Chairman Pastor asked for examples of high-volume unpaved roads, to which Mr. Grandy cited Control Road and Young Road where there are sections in those roads that are failing and will need to be repaved. He then reviewed the recommended improvement projects that will need to be completed, as follows:

- Near-Term (FY 2015–FY 2019) improvement projects-estimated cost of \$32,440,000
- Mid-Term (FY 2020–FY 2024) improvement project-estimated cost of \$44,220,000
- Long-Term (FY 2025–FY 2034) improvement project-estimated cost of \$92,035,000

A map of the recommended improvement projects in the Implementation Plan was reviewed for both capital improvement projects and roadway pavement projects. Mr. Grandy then reviewed three possible revenue sources scenarios that were assessed as follows:

- Scenario 1 - Transportation excise tax extended, Gila County keeps all revenues, Highway User Revenue Fund (HURF) gas tax continues.
- Scenario 2 - Transportation excise tax extended, Gila County shares one-half of revenues, HURF continues.
- Scenario 3 - Transportation excise tax is not extended; Gila County depends on HURF revenues alone.

Other revenue opportunities may include federal funds, bonds, or through the creation of improvement districts. Revenue Projections are as follows for each of the scenarios above: Scenario 1 - \$138,980,000; Scenario 2 - \$106,355,000; and Scenario 3 - \$73,730,000. Vice-Chairman Martin stated that it was a good presentation and that it highlights the next agenda item to be discussed. Supervisor Marcanti added that the revenue projections appeared bleak, and stated that something would need to be done to generate revenue for the County's upcoming transportation related needs.

Mr. Stratton commented that the presentation slide portion regarding the HURF revenue didn't appear to have salaries taken out; therefore, the projected revenue numbers would be even bleaker. Mr. Grandy stated that he would research and make sure the report contains the information regarding Mr. Stratton's concern. Chairman Pastor thanked Mr. Grandy for the presentation.

**C. Information/Discussion regarding establishing a citizens' committee, hiring a consultant and attorney, and holding an election in November 2014 for the extension of the 1/2 Cent Transportation Excise Tax for an additional 20 years.**

Don McDaniel, County Manager, stated that on August 8, 1994, the Board of Supervisors adopted Resolution 94-8-3 to refer legislation to establish a regional area road improvement fund and a ½ cent transportation excise (sales) tax to the voters of Gila County in the November 1994 General Election. Mr. McDaniel stated that per statutory requirement, the tax can't exceed 10% of the revenue the County collects in sales tax. He then referred to the hand-out provided at the meeting entitled, "Transportation Excise Tax Summary Report." At the time the excise tax was being considered in 1994, meetings were held with the cities and towns in Gila County and there was no interest from them to pursue the collection of the excise tax; therefore, when the tax passed, all the revenue generated by the tax was distributed only to the County. The County is now seeking the support of cities and towns within Gila County; therefore, it is likely that if this measure is passed by the voters, the revenue will be divided accordingly. The ramification of this action is a reduction in revenue of 50%; the income currently from the excise tax is \$250,000 per month/\$3,000,000 per year. Pinal County has a split of 56/44 as an entity; consequently, an alternative for the Board to consider is a formula that would not just be population driven, but perhaps be driven by the amount miles of roadway traveled. The County has a lower population, but higher miles driven by that population.

Mr. McDaniel cited various County projects that have been completed over the past 20 years with the funding from the ½ cent transportation excise tax. He suggested that the Board consider procuring both a legal consultant and a financial consultant to help make well-researched decisions regarding this issue. Another option to consider would be to form a citizens' committee

comprised of 15 to 20 citizens of Gila County to be involved in research and who can come forward with information and ideas to present to the Board.

In summary, the Board may want to consider; 1) extending and increasing the transportation excise tax to  $\frac{3}{4}\%$  in order to offset sharing a percentage with municipalities, and to maintain the identified roadway transportation needs of Gila County; and 2) involve the cities and towns directly in supporting said transportation excise sales tax. Chairman Pastor stated that he is interested in utilizing consultants to explore these options and opportunities as stated above. Mr. Stratton explained that currently as grant money becomes available, the County has the funds available to meet the grant's requirement to provide a cash match; however, without this funding, that may not be possible. He added that upon examination of the HURF and vehicle license tax (VLT) revenue, once the employee wages and benefits are deducted and that number is divided by the number of miles the County has to maintain, the remaining number is very dismal. Vice-Chairman Martin added that approximately  $\frac{1}{3}$ <sup>rd</sup> of the taxes are generated by out-of-County residents. She stated the importance of, as Mr. McDaniel stated, taking into consideration not only the population using the roads, but the *way* the roads are being used, and added that a good portion of the sales tax is generated by out-of-town travelers. Additionally, as to Mr. Stratton's point, she added that the Board needs to take a good look at whether or not the salaries for the road maintenance come out of the sales tax revenue. She was in favor of extending the tax as well as increasing the tax to  $\frac{3}{4}\%$ .

Supervisor Marcanti was in favor of the increase on the taxpayers' behalf, and stated that there are extensive audits conducted by the state and all of the road projects are covered and accounted for as far as the auditors are concerned. He expressed concern regarding the percentage of HURF that goes to the Department of Public Safety, (DPS) and that the County needs to take care of itself. Chairman Pastor concurred with the other Board members' comments thus far. He stated that the citizens of the County need to be educated so they understand this issue. He is also in favor of increasing the excise tax to  $\frac{3}{4}\%$  and he doesn't have any concerns as long as the Board remains consistent and in agreement to be positively proactive and not reactive. Vice-Chairman Martin added that she thinks it's very important to show the citizens of the County how the tax revenue has been used to benefit the citizens directly and personally; and feels a sense of urgency to move forward with this endeavor. Supervisor Marcanti agreed with Vice-Chairman Martin. Chairman Pastor advised that although there is no Board action today, Mr. McDaniel now knows the direction the Board is in favor of taking.

Mr. McDaniel stated that he understands and shares the Board's sense of urgency and reassured the Board that the timeline presented is viable. The course of action will be to carry out the "critical plan" as stated in the Transportation Excise Tax Summary Report and to keep the Board apprised of

the progress each step of the way. Vice-Chairman Martin stated that she would like to see the towns and cities have input with regard to choosing the members of citizens' committee. Chairman Pastor agreed with Vice-Chairman Martin and he asked that Mr. McDaniel keep the Board "in the loop" with regard to moving forward with this issue.

**3. CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a 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; however, Chairman Pastor stated that he and Supervisor Marcanti attended a fire chief's meeting yesterday and there were concerns brought up with regard to the delay in the property tax bills being mailed out late. There were also concerns from special taxing districts with regard to how to manage with the tax bill revenue being received later than anticipated. Chairman Pastor directed Mr. McDaniel to request the Gila County Treasurer to provide the Board with an update on this issue at a future Board of Supervisors' meeting in November. Vice-Chairman Martin added that she has also been hearing concerns from the fire districts as well as the school districts that are operating on a "shoestring" budget and are concerned about re-payment of the monies borrowed at a higher rate. Mr. McDaniel replied that he would invite the Gila County Treasurer to the next Board of Supervisors' meeting on November 5, 2013, to update the Board on this issue. Supervisor Marcanti inquired of the Board if the County Assessor should be involved at this point, to which the Chairman responded, "I think we'll start with the Treasurer and see where we go. We'll have some discussions about that and see where we need to go."

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:44 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: November 5, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Marian E. Sheppard  
Clerk of the Board

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV from Payson); John D. Marcanti, Supervisor; Deborah Hughes, Assessor; Lisa Romo, Chief Deputy Assessor; Larry Huffer, Chief Appraiser; Joe Williams, Appraiser; and Marian E. Sheppard, Clerk of the Board.

**Item 1 – CALL TO ORDER**

The Gila County Board of Equalization met at 2:00 p.m. this date in the Board of Supervisors' hearing room.

**Item 2 – REGULAR AGENDA ITEMS**

**A. Information/Discussion/Action regarding a Petition for Review of Notice of Change for tax year 2014 that was submitted by Gary and Joni de Szendeffy for tax parcel number 302-87-867A.**

Gary de Szendeffy, property owner, advised that his profession is that of a building contractor and a home designer. Mr. de Szendeffy designed his house and he stated that the software program that was used for the house design contains a component which calculates the square footage of the house. The house plans were submitted to the Town of Payson with the home's square footage as calculated by the computer program, and the house was built. Mr. de Szendeffy advised that the Town's process is to ensure that the house is built according to the plans, which was done. He stated that somewhere in that process, he believes the Town notifies the County Assessor's Office that a home is being built upon the property. The construction of the house was completed in May 2013, and it was during that time that Mr. de Szendeffy noticed that the square footage noted by the County Assessor's Office deviated from his square footage amount. Mr. de Szendeffy then submitted a Petition for Review of Notice of Change to the Assessor's Office with a letter addressed to Deborah Hughes, County Assessor, requesting that the square footage

amount be adjusted. He subsequently received a phone call from Joe Williams, Gila County Appraiser, at which time Mr. Williams requested to re-measure the house. Mr. de Szendeffy denied that request and suggested that Mr. Williams obtain the building plans from the Town of Payson, which contains the home's correct square footage. Mr. de Szendeffy believes that Mr. Williams did review the house plans, and consequently changed the square footage amount as a result of that review. When Mr. de Szendeffy was notified of the revised square footage amount, he requested that the Town of Payson building official review the square footage amount and it was at that time that the building official confirmed that it was the correct amount.

Larry Huffer, Chief Appraiser, advised that this was a newly constructed house. On November 23, 2012, the Assessor's staff viewed the house and it was determined to be 50% complete at that time. Staff later visited the property to determine if the house had been completed and at that time, staff noted the square footage amount as 3,633, which is the amount stated by Mr. de Szendeffy. After the second visit to the house was conducted, the Assessor's Office requested permission to measure the house to verify the square footage amount; however, Mr. de Szendeffy denied that request. Per Mr. de Szendeffy's suggestion, Mr. Williams obtained a copy of the house plans from the Town of Payson. Mr. Huffer referred to a new drawing of the house that was based on the information contained in the house plans. That drawing notes the square footage as 3,633, which does not include the mechanical room located on the lower level as being a livable area. Mr. Huffer noted that the lower level is not included when calculating the livable area. He then referred to the initial house drawing, which he stated was orientated a little differently on the page of which the square footage is listed as 3,697. Mr. Huffer referred to the house plans and he stated that the square footage measurement did not include the exterior walls, which should have been included using the standard method of appraisal according to the American National Standard for Single-Family Residential Buildings (ANSFSFRB). He then referred to the handout entitled ANSFSFRB Square Footage-Method for Calculating-ANSI Z765-2003, and read aloud portions of the Scope and Purpose, Definitions, and Calculation of Square Footage sections contained in the pamphlet. He stated that the house is a detached single-family house and the definition for calculating the square footage as stated in the ANSFSFRB is as follows: *For detached single-family houses, the finished square footage of each level is the sum of finished areas on that level measured at floor level to the exterior finished surface of the outside walls.* Mr. Huffer stated that the ANSFSFRB pamphlet was given to him by a professional appraiser from Payson, and he added that the standard method of appraisal has been in place as far back as when Mr. Huffer was in school in 1988. Mr. Huffer then referred to the Town of Payson Building Permit and he advised that the livable square footage listed on the permit is 3,172, which is the same amount as listed on the house plans; however, he stated that calculation was not derived utilizing the standard method of appraisal.

Mr. de Szendeffy advised that he went back to the computer program that he used which calculates the square footage and he verified that it is calculated based on the exterior walls. He expressed a concern that the County initially established one amount for the square footage and later established a different amount, and he believes that both amounts are incorrect. Mr. de Szendeffy reiterated that he went back to the jurisdiction that issued the building permit and oversaw the entire building process, which is the Town of Payson. He asked the Town of Payson building official to confirm the square footage. Mr. de Szendeffy stated, "They did that and wrote me a letter and said 'yes' we can confirm that this is the correct amount, so I think we are simply hearing different opinions."

Mr. Huffer reviewed the house plans with Chairman Pastor and Supervisor Marcanti at this time. Vice-Chairman Martin advised that she was also looking at the plans.

Chairman Pastor asked Mr. Huffer to provide a brief summary. Mr. Huffer stated that when the house construction was at 50% completion, a full cash value of \$233,226 was established by the Assessor's Office for the subject property. On August 12, 2013, Mr. Williams verified that the house construction was completed and, at that time, the full cash value was changed to \$478,343. Subsequent to the Assessor's Office viewing the house plans, the full cash value was slightly changed and he recommended that the Board of Equalization change the full cash value to \$468,102. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board of Equalization unanimously accepted the Assessor's recommendation to change the full cash value to \$468,102 for tax year 2014 based on a livable square footage amount of 3,633 with a legal classification of 0401 for Assessor's tax parcel number 302-87-867-A.

**B. Information/Discussion/Action regarding a Petition for Review of Notice of Change for tax year 2014 that was submitted by Kristen Polenz for tax parcel number 208-05-368.**

Note: The petitioner did not attend this hearing; therefore, this case was heard on the record.

Mr. Huffer advised that this Petition for Review of Notice of Change is an appeal regarding the property's legal classification, not the full cash value of the property. Mr. Huffer stated that the Assessor's Office issued a Notice of Change card on the subject property changing the legal classification from Legal Class 3-primary residence to Legal Class 0401-secondary residence based on the return address that was on a piece of mail received from Ms. Polenz. After talking with Ms. Polenz, it was learned that the return address was a temporary address and she verified that her primary residence is at the subject property. The Assessor's Office agrees that the legal classification

should be reverted to Legal Class 3 – a primary residence. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor’s decision to change the legal classification to Legal Class 3 for Assessor’s tax parcel number 208-05-368.

**C. Information/Discussion/Action regarding a Petition for Review of Notice of Change for tax year 2014 that was submitted by Keith and Linda Griffith for tax parcel number 302-41-033J.**

Note: The petitioner did not attend this hearing; therefore, this case was heard on the record.

Mr. Huffer advised that the reason that a Notice of Change card was issued on the subject property is because the legal classification was changed from a secondary residence to a primary residence – Legal Class 3. Upon reviewing other Assessor’s records for this property, it was discovered that the full cash value also needed to be amended because there was a check mark next to “manufactured list price,” which was not supposed to be checked; therefore, the Assessor changed the amended full cash value of \$97,157 to the original full cash value of \$77,021. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously upheld the Assessor’s decision to lower the full cash value to \$77,021 for Assessor’s parcel number 302-41-033J.

There being no further business to come before the Board of Equalization, Chairman Pastor adjourned the meeting at 2:27 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2187**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 11/19/2013

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-25-13; and 11-1-13

**Submitted For:** Jeffrey Hessenius, Finance Director  
**Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Department

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-25-13; and 11-1-13.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 21, 2013, to October 25, 2013; and October 28, 2013, to November 1, 2013.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-25-13 and 11-1-13  
Contract with Globe Center, LLC  
Contract with Chaparral Plaza  
Contract with Fry's Food and Drug Store  
Contract with Pioneer Mobile Home Park  
Agreement No. 101713 with Gila County Historical Museum  
Service Agreement No. 100413 with Superior Environmental Solutions Inc.  
Contract MSM with Tyco Integrated Security  
Amendment No. 2 to Professional Services Agreement No. 070213 with Fennemore Craig P.C.  
Professional Consulting Services Contract No. 101113 with L. Brevick Enterprises, Inc.  
PROFESSIONAL SERVICES AGREEMENT NO 092713-1 with Grasso Law Firm P.C.  
Service Agreement No. 092713-2 with Kino Floors  
Government Obligation Contract No. 3345816 with Kansas State Bank of Manhattan  
Contract QUO-03551-N5N9K2 with Spillman Technologies, Inc.  
Service Agreement No. 102513-1 with Earthquest Plumbing  
Service Agreement No. 102513 with Stanley Security  
Service Agreement with Konica Minolta for BizHub C454e  
Contract No. 092613IBR with Visus Engineering Construction, Inc.  
Amendment No. 1 with Polsinelli Shughart PC

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**October 21, 2013 to October 25, 2013**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
Gila County GEST	Parking Lot Cleaning Services Contract	\$900.00	11-1-13 to 10-31-14	10-23-13	-	Community Services has contracted with Globe Center, LLC for The Gila Employment and Special Training forces to perform parking lot cleaning and litter removal from Globe Center, LLC property located at 1100 N. Broad Street in Globe, AZ.
Gila County GEST	Parking Lot Cleaning Services Contract	\$480.00	11-1-13 to 10-31-14	10-23-13	-	Community Services has contracted with Chaparral Plaza for The Gila Employment and Special Training forces to perform parking lot cleaning and litter removal from Chaparral Plaza property.
Gila County GEST	Parking Lot Cleaning Services Contract	\$1140.00	11-1-13 to 10-31-14	10-23-13	-	Community Services has contracted with Fry's Food & Drug for The Gila Employment and Special Training forces to perform parking lot cleaning and litter removal from Fry's Food & Drug property located in Globe, AZ.
Gila County GEST	Parking Lot Cleaning Services Contract	\$720.00	11-1-13 to 10-31-14	10-23-13	-	Community Services has contracted with Pioneer Mobile Home Park for The Gila Employment and Special Training forces to perform parking lot cleaning and litter removal from Pioneer Mobile Home Park property located in Globe, AZ.
Agreement No. 101713 with Gila County Historical Museum	Agreement No. 101713 between Gila County And Gila County Historical Museum	\$5,000.00	FY13-14	10-23-13	Expires	The Gila County Historical Museum has requested assistance in funding for their advertising and promotion campaign to bring awareness to the Gila County Historical Museum.

**October 21, 2013 to October 25, 2013**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
100413 Superior Environmental	Service Agreement No. 100413 Herbicide Weed Control at Pinal Mountain Little League Fields	\$2,000.00	10-15-13 to 10-31- 13	10-23-13	Expires	Contractor is to spray herbicide weed eradicator at the Pinal Mountain Little League Fields near the fence lines in and around the park. The time and money currently being spent on keeping weeds under control is becoming too costly.
MSM TYCO Integrated Security	NJPA Contract No. 031913-TIS Security System in the shop area at the Fairgrounds.	\$2,550.29	10-23-13 to 12-31- 13	10-23-13	Expires	To secure the Shop at the Fairgrounds.
070213 Fennemore Craig, P.C.	Amendment No. 2 to Professional Services Agreement No. 070213	\$2,500.00	7-18-13 to 6-30-14	10-23-13	Expires	Amendment No. 2 increases the contract amount by \$2,500.00 for a new total contract amount of \$7,500.00. Fennemore & Craig has been hired to provide responsibility advice on the AJP Electric and ATL issues on the Pine Creek Canyon Road project.
101113 I. Brevick Enterprises, Inc.	Professional Consulting Services Contract No. 101113 Update Gila County Facilities Management Plan	\$17,161.00	10-23-13 to 12-31- 13	10-23-13	Expires	Firm to provide professional management and planning services to assist Gila County in the update and amendment to the 2007 Long Range Facilities Management Plan.
092713-1 Grasso Law Firm, P.C.	Professional Services Agreement No. 092713-1 Legal Representation to the Gila County Sheriff's Local Board of the PSPRS	\$8,000.00	9-10-13 to 6-30-15	9-10-13	Expires	Firm to provide legal advice and consultation to the Gila County Public Safety Personnel Retirement System Local Board. The Local Board is required to retain independent counsel.

**October 21, 2013 to October 25, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092713-2 Kino Floors & Interiors	Community Service Conference Room #200 Carpeting	\$3,315.24	10-23-13 to 12-6-13	10-23-13	Expires	The carpet in Conference Room #200 is stained and dirty beyond cleaning. Community Services has had it cleaned several times only to have the stains and smells return shortly after cleaning. To promote sanitation and cleanliness they would like to replace the carpeting with tile. The renovation was budgeted for FY 2014.

**October 28, 2013 to November 1, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
3345816 Kansas State Bank of Manhattan	Government Obligation Contract for Financing BizHub C654E Copier	\$8,885.16	10-18-13 to 10-17-16	10-30-13	Expires	Purchase of a new copier for the Payson Assessor's office.
QUO-03551-N5N9K2 Spillman Technologies	Quote and Purchase Addendum for Civil Process Software for Gila County Sheriff and Gila County Constable	\$10,785.00	9-19-13 to 12-31-13	10-30-13	Expires	Spillman Technologies will provide Civil Process software to be used jointly by the Gila County Sheriff's Departments and the Gila County Constables Departments. 1 <sup>st</sup> year of maintenance is included in the price, as well as on-site training and sales tax.
102513-1 Earthquest Plumbing, Inc.	Service Agreement No. 102513-1 Septic Service-Fairgrounds	\$360.00	10-30-13 to 12-31-13	10-30-13	Expires	The Gila County Fairgrounds has two septic systems. Public Works has not been able to find any records that the systems have ever been serviced.

**October 28, 2013 to November 1, 2013**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
102513 Stanley Security Solutions	Service Agreement No. 102513 Security Key Pad for Globe Court Administration	\$8,039.00	10-30-13 to 12-31- 13	10-30-13	Expires	Per facilities, these keypads need to be installed for the Security at the Globe Courthouse.
Konica-Minolta	Service & Maintenance Agreement BizHub C454e for Health Department	\$624.72 + color copies at .03156 per page	10-30-13 to 10-30- 14	10-30-13	Expires	Service and maintenance agreement for new copier for the Health Department. Maintenance includes all supplies (except paper), toner, parts, labor and service calls.
092613IBR Visus Engineering Construction, Inc.	Contract No. 092613IBR Vertical Heights Road Road Realignment Project	\$39,500.00	45 Days from Notice to Proceed	10-30-13	Expires	The purpose of this project is to repair an area that was washed out to ensure the safety and maintain access for residents who live along Vertical Heights Road.
Polsinelli Shughart, P.C.	Amendment No. 1 to Professional Services Agreement Civil Contempt Defense Services	\$35,900.00	7-1-13 to 12-31-13	11-1-13	Expires	Firm is to provide Civil Contempt Defense Services to Gila County.

## Parking Lot Cleaning Services Contract

This Contract for Parking Lot Cleaning Services is made effective as of November 1, 2013, by and between Globe Center, LLC, of 644 N. Saguaro, Mesa, AZ 85201-4521, and Gila County, dba Gila Employment and Special Training ("GEST") of 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**DESCRIPTION OF SERVICES.** Beginning on November 1, 2013, GEST will provide to Globe Center, LLC, the following services:

### **Parking lot cleaning and litter removal**

1100 N. Broad, Globe

All Parking Lot Services will be completed by GEST at ~~Globe Center, LLC~~ hereinafter referred to as the Work Site. Parking Lot Services will be completed one time(s) per week at this site.

**SCOPE OF WORK.** GEST shall provide all labor, supervision, equipment, tools, and materials, to do the above described Parking Lot Cleaning Services in the Globe Center, LLC property.

**PAYMENT.** Payment shall be made to Gila Employment and Special Training, Globe, Arizona 85501.

Globe Center, LLC agrees to pay GEST as follows:

\$75.00 payment, due the 30th day of each month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at one (1) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Globe Center, LLC shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Globe Center, LLC fails to pay for the Services when due, GEST has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**INSURANCE:** GEST shall maintain general liability, workers compensation and builder's risk insurance.

**TERM.** This Contract may be terminated by either party upon 30 days prior written notice to the other party.

**ACCESS.** Globe Center, LLC will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. GEST will make reasonable efforts to protect driveways, shrubs, and other vegetation.

**INDEMNIFICATION.** GEST agrees to indemnify and hold Globe Center, LLC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Globe Center, LLC that result from the acts or omissions of GEST and/or GEST's employees, agents, or representatives. The scope of this indemnification does not extend to the sole negligence of Globe Center, LLC. It is the responsibility of Globe Center, LLC to provide a safe work environment.

**WARRANTY.** GEST shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Parking Lot Cleaning Services which meet generally acceptable standards in GEST's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GEST on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Parking Lot Cleaning Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

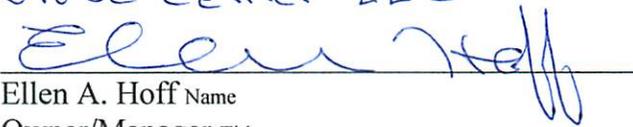
**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Arizona.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**CLIENT:**

Globe Center LLC  
By:   
Ellen A. Hoff Name  
Owner/Manager Title

**GILA COUNTY:**

By:   
Don McDaniel, Jr.  
Gila County Manager

## **Parking Lot Cleaning Services Contract**

This Contract for Parking Lot Cleaning Services is made effective as of November 1 , 2013, by and between Chaparral Plaza, of P.O. Box 2883, Globe, AZ 85501, and Gila County, dba Gila Employment and Special Training ("GEST") of 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**DESCRIPTION OF SERVICES.** Beginning on November 1, 2013, GEST will provide to Chaparral Plaza, the following services:

### **Parking lot cleaning and litter removal**

All Parking Lot Services will be completed by GEST at Chaparral Plaza hereinafter referred to as the Work Site. Parking Lot Services will be completed one time(s) per week at this site.

**SCOPE OF WORK.** GEST shall provide all labor, supervision, equipment, tools, and materials, to do the above described Parking Lot Cleaning Services in the Chaparral Plaza property.

**PAYMENT.** Payment shall be made to Gila Employment and Special Training, Globe, Arizona 85501.

Chaparral Plaza agrees to pay GEST as follows:

\$40.00 payment, due the 30th day of each month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at one (1) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Chaparral Plaza shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Chaparral Plaza fails to pay for the Services when due, GEST has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**INSURANCE:** GEST shall maintain general liability, workers compensation and builder's risk insurance.

**TERM.** This Contract may be terminated by either party upon 30 days prior written notice to the other party.

**ACCESS.** Chaparral Plaza will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. GEST will make reasonable efforts to protect driveways, shrubs, and other vegetation.

**INDEMNIFICATION.** GEST agrees to indemnify and hold Chaparral Plaza harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chaparral Plaza that result from the acts or omissions of GEST and/or GEST's employees, agents, or representatives. The scope of this indemnification does not extend to the sole negligence of Chaparral Plaza. ~~It is the responsibility of Chaparral Plaza to provide a safe work environment.~~ *Res*

**WARRANTY.** GEST shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Parking Lot Cleaning Services which meet generally acceptable standards in GEST's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GEST on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Parking Lot Cleaning Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Arizona.

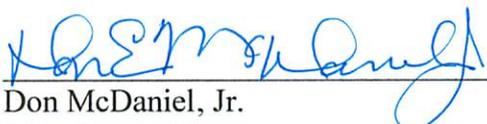
**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**CLIENT:**

By:   
Milo Radanovich Name  
Owner Title

**GILA COUNTY:**

By:   
Don McDaniel, Jr.  
Gila County Manager

## Parking Lot Cleaning Services Contract

This Contract for Parking Lot Cleaning Services is made effective as of November 1, 2013, by and between Fry's Food and Drug (Kroger) Real Estate Dept., of 500 S. 99th Avenue, Tolleson, AZ 85353, and Gila County, dba Gila Employment and Special Training ("GEST") of 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**DESCRIPTION OF SERVICES.** Beginning on November 1, 2013, GEST will provide to Fry's Food and Drug Store, the following services:

### **Parking lot cleaning and litter removal**

All Parking Lot Services will be completed by GEST at Fry's Food and Drug Store hereinafter referred to as the Work Site. Parking Lot Services will be completed one time(s) per week at this site.

✓ **SCOPE OF WORK.** GEST shall provide all labor, supervision, equipment, tools, and materials, to do the above described Parking Lot Cleaning Services in the Fry's Food and Drug Store property.

✓ **PAYMENT.** Payment shall be made to Gila Employment and Special Training, Globe, Arizona 85501.

Fry's Food and Drug Store agrees to pay GEST as follows:

✓ \$95.00 payment, due the 30th day of each month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at one (1) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Fry's Food and Drug Store shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Fry's Food and Drug Store fails to pay for the Services when due, GEST has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

✓ **INSURANCE:** GEST shall maintain general liability, workers compensation and builder's risk insurance.

**TERM.** This Contract may be terminated by either party upon 30 days prior written notice to the other party.

✓ **ACCESS.** Fry's Food and Drug Store will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. GEST will make reasonable efforts to protect driveways, shrubs, and other vegetation.

✓ **INDEMNIFICATION.** GEST agrees to indemnify and hold Fry's Food and Drug Store harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Fry's Food and Drug Store that result from the acts or omissions of GEST and/or GEST's employees, agents, or representatives. The scope of this indemnification does not extend to the sole negligence of Fry's Food and Drug Store. It is the responsibility of Fry's Food and Drug Store to provide a safe work environment.

✓ **WARRANTY.** GEST shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Parking Lot Cleaning Services which meet generally acceptable standards in GEST's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GEST on similar projects.

✓ **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Parking Lot Cleaning Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

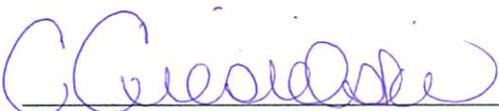
**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Arizona.

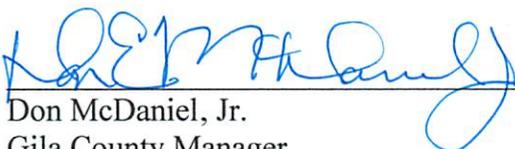
**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**CLIENT:**

By:   
~~Scott M. Henderson~~ Name Christie Ciesielski  
~~Kroger Real Estate Department~~ Title  
Fry's

**GILA COUNTY:**

By:  10-23-13  
Don McDaniel, Jr.  
Gila County Manager

## **Parking Lot Cleaning Services Contract**

This Contract for Parking Lot Cleaning Services is made effective as of November 1, 2013, by and between Pioneer Mobile Home Park, of 9102 S. Six Shooter Canyon Rd, #9, Globe, AZ 85501, and Gila County, dba Gila Employment and Special Training ("GEST") of 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**DESCRIPTION OF SERVICES.** Beginning on November 1, 2013, GEST will provide to Pioneer Mobile Home Park, the following services:

### **Parking lot cleaning and litter removal**

All Parking Lot Services will be completed by GEST at Pioneer Mobile Home Park hereinafter referred to as the Work Site. Parking Lot Services will be completed one time(s) per week at this site.

**SCOPE OF WORK.** GEST shall provide all labor, supervision, equipment, tools, and materials, to do the above described Parking Lot Cleaning Services in the Pioneer Mobile Home Park property.

**PAYMENT.** Payment shall be made to Gila Employment and Special Training, Globe, Arizona 85501.

Pioneer Mobile Home Park agrees to pay GEST as follows:

\$60.00 payment, due the 30th day of each month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at one (1) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Pioneer Mobile Home Park shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Pioneer Mobile Home Park fails to pay for the Services when due, GEST has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**INSURANCE:** GEST shall maintain general liability, workers compensation and builder's risk insurance.

**TERM.** This Contract may be terminated by either party upon 30 days prior written notice to the other party.

**ACCESS.** Pioneer Mobile Home Park will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. GEST will make reasonable efforts to protect driveways, shrubs, and other vegetation.

**INDEMNIFICATION.** GEST agrees to indemnify and hold Pioneer Mobile Home Park harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Pioneer Mobile Home Park that result from the acts or omissions of GEST and/or GEST's employees, agents, or representatives. The scope of this indemnification does not extend to the sole negligence of Pioneer Mobile Home Park. It is the responsibility of Pioneer Mobile Home Park to provide a safe work environment.

**WARRANTY.** GEST shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Parking Lot Cleaning Services which meet generally acceptable standards in GEST's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GEST on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Parking Lot Cleaning Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Arizona.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**CLIENT:**  
By:   
Jimmie North Name  
Owner Title

**GILA COUNTY:**  
By:   
Don McDaniel, Jr.  
Gila County Manager

**AGREEMENT NO. 101713  
BETWEEN  
GILA COUNTY  
AND  
GILA COUNTY HISTORICAL MUSEUM**

**THIS AGREEMENT** is made and entered into effective this 23<sup>RD</sup> day of OCTOBER, 2013, by and between Gila County, hereinafter referred to as "County" and the Gila County Historical Museum, hereinafter referred to as "GCHM".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to GCHM in order to further the economic development potentials of a cultural center on the National Register of Historic Places within the County; and

**WHEREAS**, the Gila County Board of Supervisors finds that GCHM is owned by the Gila County Historical Society, Inc. and operated and maintained by the GCHM Board within the boundaries of the County and is for the benefit of the public; and

**WHEREAS**, GCHM has requested funding and desires to improve the awareness of the historical museum in order to provide for economic development growth within the County; and

**WHEREAS**, GCHM is a non-profit organization which enjoys and maintains federal tax exempt status; and

**WHEREAS**, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

**SCOPE**

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$5,000 in an Economic Development Grant to the GCHM Board to further the economic development of the County.

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

1. The Gila County Board of Supervisors will contribute the sum of \$5,000 in the form of an Economic Development Grant to GCHM for the benefit of the public.
2. The Grant will be used by GCHM for promotion of the facility around the state, through the establishing of a special advertising budget designated toward advertising and promotions that will help bring more people to the Globe-Miami area.
3. GCHM agrees to credit the County's Economic Development Grant funding at the Museum itself and in all literature advertising the Museum.

4. Notices

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

Gila County Historical Museum  
Attn: Donna Anderson  
P.O. Box 2891  
Globe, Arizona 85502

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

**GENERAL TERMS**

1. Indemnification: The GCHM shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suites, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Museum, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the GCHM does not appropriate sufficient monies for the purpose of maintaining this Agreement.

**IN WITNESS THEREOF**, the parties to this Agreement No. 101713 have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY**

  
Don E. McDaniel, Jr., County Manager

**GILA COUNTY HISTORICAL MUSEUM**

  
Donna Anderson  
Executive Director

Tommie C. Martin, District I  
610 E. Highway 260, 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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

Jeff Hessenius, Finance Director  
Phone (928) 402-8743

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

### SERVICE AGREEMENT NO. 100413

### HERBICIDE WEED CONTROL AT PINAL MOUNTAIN LITTLE LEAGUE FIELDS

**THIS AGREEMENT**, made and entered into this 23rd day of October, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Superior Environmental Solutions, Inc.**, of the City of Superior, 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 BOS Constituent Services II or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 100413, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 100413, 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 "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 the **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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@gilacountyaz.gov](mailto:dsgroi@gilacountyaz.gov). 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- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising

from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 13- TERM:** The term of the contract shall commence on October 15, 2013 and shall remain in effect through October 31, 2013, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$2,000.00 for completion of the project outlined in the scope of services.

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

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

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

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.

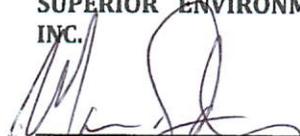
*IN WITNESS WHEREOF, Service Agreement No. 100413 has been duly executed by the parties hereinabove named, on the date and year first above written.*

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 10/23/13

**SUPERIOR ENVIRONMENTAL SOLUTIONS,  
INC.**

  
\_\_\_\_\_  
Signature

Maria Sanchez  
\_\_\_\_\_  
Print Name



**SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.**  
 331 WEST PALO VERDE DRIVE  
 SUPERIOR, ARIZONA 85273  
 CELL 520.827.0067 FAX / PHONE 520.689.2448

1301001

**ESTIMATE**

**Customer**

Name Michael Pastor  
 Address 1400 E. Ash Street  
 City Globe State AZ ZIP 85501  
 Phone 928-402-8753

Date 10/1/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description		TOTAL
4	Spray pre and post emergent Hebrides to the Pinal Mountain Little League Sports Complex  Chemicals used: Glyphosate (Clean up pro) Mec Amine LI700 Simazine Turf Mark	\$400.00	\$1,600.00
1	Spot spray Bermuda grasses with imazpyr *Treatments should be made twice annually to substantially reduce the weed population.  Warning - Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. For more information contact Superior Environmental Solutions, Inc. - 520-827-0067 Lic# 8460	\$400.00	\$400.00

**Payment Details**

Cash  
 Check  
 **TERMS - due upon receipt**

\_\_\_\_\_

\_\_\_\_\_

Subtotal	\$2,000.00
Shipping & Handling	\$0.00
Taxes	
<b>TOTAL</b>	<b>\$2,000.00</b>

Office Use Only

\_\_\_\_\_

*superioreenvironmental@gmail.com*

**MATERIAL SAFETY DATA SHEET**

**TURF TRAX® BLUE**

**FOR CHEMICAL EMERGENCY, SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT, CALL CHEMTREC - DAY OR NIGHT 1-800-424-9300**

**1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

**MANUFACTURED FOR:**

LOVELAND PRODUCTS, INC.  
P.O. Box 1286 • Greeley, CO 80632-1286

24-Hour Emergency Phone: 1-800-424-9300  
Medical Emergencies: 1-866-944-8565  
U.S. Coast Guard National Response Center: 1-800-424-8802

PRODUCT NAME: TURF TRAX® BLUE SPRAY INDICATOR FOR TURF  
CHEMICAL NAME: Mixture  
CHEMICAL FAMILY: Mixture  
EPA REG. NO.: not applicable  
MSDS Number: 8201310-10-LPI

MSDS Revisions: Sections 1 and 4

Date of Issue: 07/21/10

Supersedes: 07/24/07

**2. HAZARDS IDENTIFICATION SUMMARY**

**KEEP OUT OF REACH OF CHILDREN - CAUTION** – May cause temporary eye and skin irritation. In case of contact, flush with large amounts of water. If irritation persists, get medical attention. In case of skin contact, flush with water. Prolonged inhalation may lead to respiratory tract irritation. Prolonged or repeated contact with eyes or skin may result in irritation. Exposure to unprotected skin areas may cause temporary staining. May provoke asthmatic response in persons with asthma who are sensitive to airway irritants. Ingestion of large quantities may be harmful.

This product is blue liquid with slight odor.

**3. COMPOSITION, INFORMATION ON INGREDIENTS**

<u>Chemical Ingredients:</u>	<u>Percentage by Weight:</u>	<u>CAS No.</u>	<u>TLV (Units)</u>
Contains no reportable quantities of hazardous ingredients			

**4. FIRST AID MEASURES**

If in eyes: Flush with large amounts of water of water. If irritation persists, get medical attention.  
If on skin: Flush with water.  
If inhaled: Not anticipated to cause any inhalation concerns.  
FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565.

**5. FIRE FIGHTING MEASURES**

FLASH POINT (°F/Test Method): >200°F/>93.3°C (TCC)  
FLAMMABLE LIMITS (LFL & UFL): Not established  
EXTINGUISHING MEDIA: Dry chemical or carbon dioxide (CO<sub>2</sub>), alcohol foam, foam or water spray/fog.  
HAZARDOUS COMBUSTION PRODUCTS: May emit noxious fumes including, but not limited to, oxides of carbon, oxides of nitrogen, acetic acid, free aromatic amines, or other toxic compounds in a fire situation.  
SPECIAL FIRE FIGHTING PROCEDURES: Wear self-contained breathing apparatus and full protective gear.  
UNUSUAL FIRE AND EXPLOSION HAZARDS: Use water spray to cool containers.

**6. ACCIDENTAL RELEASE MEASURES**

**STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:**

Control and contain the leak or spill. Pick up the material with absorbent and place in a container for proper disposal in accordance with local, state and federal regulations.

**ENVIRONMENTAL PRECAUTIONS:** Keep spills and cleaning runoff out of municipal sewers and open bodies of water.

**7. HANDLING AND STORAGE**

**HANDLING:** Keep out of reach of children. Avoid unnecessary skin contact. Do not breathe fumes. Wash thoroughly after handling.  
**STORAGE:** Store in original container only. Keep container tightly closed. Do not allow product to freeze. Do not store near heat or open flame. Do not contaminate water, food or feed by storage or disposal.

## MATERIAL SAFETY DATA SHEET

TURF TRAX® BLUE

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

**ENGINEERING CONTROLS:** Work in well-ventilated area. Local exhaust may be required if working in confined spaces.  
**RESPIRATORY PROTECTION:** If excessive vapors or mists are generated, wear a NIOSH/MSHA approved organic vapor/mist respirator.  
**EYE PROTECTION:** Chemical goggles or safety glasses or a face shield if a splash hazard exists. An emergency eyewash station should be available.  
**SKIN PROTECTION:** Wear protective clothing: coveralls, apron, boots and gloves. A safety shower should be available.

For product	OSHA PEL 8 hr TWA not listed	ACGIH TLV-TWA not listed
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**9. PHYSICAL AND CHEMICAL PROPERTIES**

**APPEARANCE AND ODOR:** Blue liquid with slight odor.  
**SPECIFIC GRAVITY (Water = 1):** ±1.1 g/ml  
**VAPOR PRESSURE:** Not applicable  
**PERCENT VOLATILE (by volume):** Not established  
**Note:** These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items.

**BULK DENSITY:** ±9.18 lbs/gal.  
**BOILING POINT:** Not established  
**EVAPORATION RATE:** Slower than other

**SOLUBILITY:** Soluble  
**pH:** 7.74-9.74 (neat)

**10. STABILITY AND REACTIVITY**

**STABILITY:** Stable  
**CONDITIONS TO AVOID:** Extremes in temperature and high humidity.  
**INCOMPATIBILITY:** Long term storage in direct contact with reactive metals such as aluminum, zinc, copper, nickel, magnesium, etc., strong reducing agents and strong oxidizing agents.  
**HAZARDOUS DECOMPOSITION PRODUCTS:** May emit noxious fumes including, but not limited to, oxides of carbon, oxides of nitrogen, acetic acid, or other toxic compounds in a fire situation.  
**HAZARDOUS POLYMERIZATION:** Will not occur.

**11. TOXICOLOGICAL INFORMATION**

**Acute Oral LD<sub>50</sub> (rat):** Not established  
**Eye Irritation (rabbit):** Irritation may occur  
**Inhalation LC<sub>50</sub> (rat):** Not established  
**Carcinogenic Potential:** Not listed by OSHA, NTP, IARC, or ACGIH as a known human carcinogen

**Acute Dermal LD<sub>50</sub> (rat):** Not established  
**Skin Irritation (rabbit):** Irritation will occur on prolonged contact.  
**Skin Sensitization (guinea pig):** Not established.

**12. ECOLOGICAL INFORMATION**

Keep spills and cleaning runoff out of municipal sewers and open bodies of water.

**13. DISPOSAL CONSIDERATIONS**

Do not reuse container. Triple rinse (or equivalent) and add rinsate to spray tank, then offer for recycling at an ACRC site or by reconditioning, or puncture and dispose of in a sanitary landfill or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Do not contaminate water sources by runoff from cleaning of equipment, disposal of equipment wash waters, or spray waste. Do not contaminate water, food or feed by storage or disposal.

**14. TRANSPORT INFORMATION**

**DOT Shipping Description:** NOT REGULATED BY USDOT.  
**Freight Classification:** ADHESIVES, ADJUVANTS, SPREADERS OR STICKERS (NMFC 4610; CLASS: 60)  
 Consult appropriate ICAO/IATA and IMDG regulations for shipment requirements in the Air and Maritime shipping modes.

**15. REGULATORY INFORMATION**

NFPA & HMIS Hazard Ratings:	NFPA	HMIS
	1 Health	0 Least
	1 Flammability	1 Slight
	0 Instability	2 Moderate
		3 High
		4 Severe
		1 Health
		1 Flammability
		0 Reactivity
		X PPE

**MATERIAL SAFETY DATA SHEET**

**TURF TRAX® BLUE**

**SARA Hazard Notification/Reporting**  
**SARA Title III Hazard Category:**

Immediate   N    
Delayed   N  

Fire   N    
Reactive   N  

Sudden Release of Pressure   N  

Reportable Quantity (RQ) under U.S. CERCLA: Not listed  
SARA, Title III, Section 313: Not listed  
RCRA Waste Code: Not listed  
CA Proposition 65: Not listed

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**16. OTHER INFORMATION**

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**MSDS STATUS:** Sections 1 and 4 revised

**PREPARED BY:** Registrations and Regulatory Affairs

**REVIEWED BY:** Environmental/Regulatory Services

®Turf Trax is a registered trademark of Loveland Products, Inc.

**Disclaimer and Limitation of Liability:** This data sheet was developed from information on the constituent materials identified herein and does not relate to the use of such materials in combination with any other material or process. No warranty is expressed or implied with respect to the completeness or ongoing accuracy of the information contained in this data sheet, and LOVELAND PRODUCTS, INC. disclaims all liability for reliance on such information. This data sheet is not a guarantee of safety. Users are responsible for ensuring that they have all current information necessary to safely use the product described by this data sheet for their specific purpose.

EXECUTIVE SUMMARY FORM

Contract Name: Security System for Fairgrounds Shop Contract No.: MSM

Statement of Purpose and Need (3-5 Sentences)  
To secure the shop at the Fairgrounds

Contract End Date: 10-23-13 to 12-31-13

Renewal Option:  Yes  
 No

Maximum Dollar Limit: \$2,550.29

Contract Information

Firm Name: Tyco Integrated Security Contact Person: David Barrett

Address: 3011 S. 52<sup>nd</sup> Street Suite 115 Phone No: 480-446-2390

City: Tempe State: AZ Fax: \_\_\_\_\_ Email: [DBarrett@tyco.com](mailto:DBarrett@tyco.com)

Fund: General Fund/Fairgrounds/General Services

Type of Funds:  Restricted  
 Grant  
 General Fund  
 Other

Fund Code: 1005.525.4200.10 Project # FM\_0812

Date Sent for Legal Review: n/a

Date Returned: \_\_\_\_\_

Special Notes:  
1005.525.4200.10 FM\_0812 \$5,769.98  
Gila County is part of the National Joint Power Alliance (NJPA) for cooperative purchasing. By using the NJPA contract with Tyco Integrated Security it will save the county in both time and money for a rate that already been established in the JNPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with National Joint Power Alliance, Contract No. 031913-TIS, for Fairgrounds Shop Security Equipment Systems and Services with Related Equipment and Supplies approved this 23 day of OCTOBER, 2013.

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr.



Gila County Fairgrounds Exhibit Hall  
 900 E Fairgrounds Road  
 Globe, AZ 85501  
 Robert Hickman  
 NJPA Member #12249

Authorized NJPA  
 Schedule Price Quote  
 CONTRACT #031913-TIS

Return Purchase Order & Proposal to the  
 Regional Account Manager. Thank you!

Local TycoIS Rep: Dave Barrett  
 Local TycoIS Rep Phone: 480-446-2390  
 Regional Account Manager: Steve Myers  
 Telephone: 501-217-1882  
 Email: smyers@tyco.com  
 Proposal Date: 08/16/13  
 Proposal Name: MSM  
 Compass Estimate #: 1-S31IBV  
 Proposal Expires: 11/14/13

Proposal Prepared by:  
 Linda Jones  
 SLG Sales Support  
 535 Summit Point Drive  
 Henrietta, NY 14467  
 Fax: 585-321-3194  
 ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$596.45
NJPA Installation Labor	\$2,121.00
Sourced Goods	\$20.00
<b>Installation Charge Summary:</b>	
	<b>\$2,737.45</b>
Less One Time Customer Discount	<b>(\$187.16)</b>
<b>Revised Total Installation Charge Summary:</b>	
	<b>\$2,550.29</b>

**Annual Services Options:**

NJPA Item	2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$102.94
NJPA Item	Burglar Alarm Monitoring PROVIDED	\$374.00
NJPA Item	DataSource Access with Open and Close Logging PROVIDED	\$171.00
NJPA Item	MSM L1 Basic	\$129.00
NJPA Item	Alarmnet Cell	\$129.00
<b>Annual Service Charge Summary:</b>		<b>\$905.94</b>

**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Payment Terms are Net 30.



Gila County Fairgrounds Exhibit Hall  
Globe, AZ 85501

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	V20PTISPK	Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord	\$213.41	\$213.41
1	477967	Battery 12V 7AH	\$15.87	\$15.87
1	GSMV4G	GSM RADIO,REMOTE SERVICE GSMV4G	\$236.39	\$236.39
2	1085W-M	SURFACE SCREW MOUNT CONTACT W/LEADS WIDE GAP BROWN 1 1/2 GAP SIZE	\$3.51	\$7.02
2	ISC-BDL2-WP12G	Motion Detector, Blue Line Gen2 TriTech, Pet Friendly, 12 m/40 ft coverage, 10.525 GHz	\$24.28	\$48.56
1	2202A-L	O/H Door Mini Surface Mount/Closed Loop	\$7.18	\$7.18
1	1982L2-ADT	Magnet - Universal Extra Strong	\$8.02	\$8.02
150	494463	22/4c, SOL, Unshielded, CMP/FPLP, Plenum, White, 500' Box	\$0.12	\$18.00
350	494463	22/4c, SOL, Unshielded, CMP/FPLP, Plenum, White, 500' Box	\$0.12	\$42.00
<b>Sourced Goods</b>				
50	Local	Conduit	\$0.40	\$20.00
<b>NJPA Installation Labor</b>				
Installation Labor, Programming and Testing				\$2,121.00
			<b>Total</b>	<b>\$2,737.45</b>



## **AMENDMENT NO. 2**

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

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### **PROFESSIONAL SERVICES AGREEMENT NO. 070213 PROFESSIONAL RESPONSIBILITY ADVICE SERVICES**

#### **FENNEMORE CRAIG, P.C.**

Effective July 18, 2013, Gila County and Fennemore Craig, P.C. entered into a contract whereby Fennemore Craig, P.C. agreed to provide Professional Responsibility Advice Services to Gila County.

Amendment No. 1 was executed on October 8, 2013. Amendment No. 1 corrected the contract expiration date from June 30, 2013 to the correct contract expiration date of June 30, 2014.

The original contract amount for Professional Services Agreement No. 070213, executed on July 18, 2013, was for a not to exceed amount of \$5,000.00 for the contract term, without prior written approval from the County.

Amendment No. 2 will increase the total contract amount by an additional \$2,500.00, for a new total contract amount not to exceed \$7,500.00, without prior written approval from the County, for the contract term of July 18, 2013 to June 30, 2014.

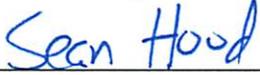
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**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 23 day of OCTOBER, 2013.

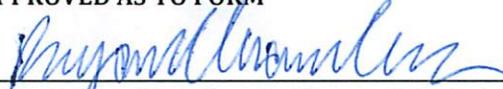
**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

**FENNEMORE CRAIG, P.C.**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM**

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

Tommie C. Martin, District I  
610 E. Highway 260, 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  
Clerk of the Board  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

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

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113

#### UPDATE GILA COUNTY FACILITIES MANAGEMENT PLAN

**THIS AGREEMENT**, made and entered into this 23rd day of October, 2013, by and between the Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and **L. Brevick Enterprises, Inc.** of the City of **Tucson**, County of **Pima**, 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 County has requested the Consultant to provide professional management and planning services to assist Gila County in the update and amendment to the 2007 Long Range Facilities Management Plan.

**ARTICLE II – CONSULTANT'S FEE:** Refer to attached Attachment "A" to Professional Consulting Services Contract No. 101113, by mention made a binding part of this agreement as set forth herein.

**ARTICLE III – INDEMNIFICATION CLAUSE:** Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death),

or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. 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 IV - INSURANCE REQUIREMENTS:** Consultant and subconsultants 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 subconsultants.

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 subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

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

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

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

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

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

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or email to Jeannie Sgroi at [dsgroi@gilacountyaz.gov](mailto:dsgroi@gilacountyaz.gov). 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. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subconsultants as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subconsultant. All coverage's for subconsultants shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subconsultant 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 subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subconsultant'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 subconsultant, 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 subconsultant, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

"Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any

breach of this paragraph by Subconsultant will be deemed to be a material breach of this contract subjecting Subconsultant 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 VI – SCHEDULE & FEES:** Refer to Attachment “A” to Professional Consulting Services Contract No. 101113, 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” to Professional Consulting Services Contract No. 101113, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE VII – 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 VIII – CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The 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 as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

**ARTICLE IX – TERM:** The term of the Contract shall commence upon award and remain in effect from date of award to December 31, 2013.

**ARTICLE X – PAYMENT:** The Scope of Services as outlined above will be performed on a time and material basis with a not-to-exceed without written authorization budget of \$ 17,161.00 . Additional work, as authorized, will be performed on a Time and Materials basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 101113, by mention made a binding part of this agreement as set forth herein.

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

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

In return for the performance of the Contract by the Consultant, the County agrees to pay Consultant on a time and material basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 101113, in an amount not to exceed \$ 17,161.00 including all applicable taxes.

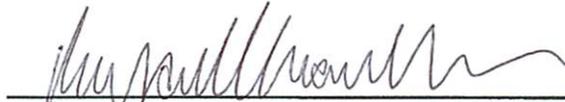
**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, County Manager

**L. BREVICK ENTERPRISES, INC.:**

  
\_\_\_\_\_  
Signature of Consultant  
  
LONNIE BREVICK  
\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM:**

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

L. BREVICK ENTERPRISES, INC.  
MANAGEMENT CONSULTANT

ATTACHMENT "A" TO PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113  
PAGE 1 OF 4

October 2, 2013

Mr. Don McDaniel  
County Manager  
1400 East Ash  
Globe, AZ 85501

Mr. Steve Stratton  
Director  
Public Works Division  
745 N. Rose Mofford Way  
Globe, AZ 85501

RE: Amendment to 2007 Gila County Facilities Management Plan – Professional Services Proposal

Gentlemen:

Thank you for the opportunity to submit a proposal to provide professional management and planning services that will assist Gila County in the update and amendment to the 2007 Long Range Facilities Management Plan.

#### **Introduction**

Gila County has determined the need to update and reevaluate the existing Long Range Facilities Management Plan. The plan will address the present condition of the existing facilities in the Globe and Payson areas to determine the expected useful life for each facility as well as reviewing the ability to modify the structure for future needs. The plan will evaluate facility requirements in terms of five and ten years from present.

#### **Plan of Approach**

The project plan of approach is to amend the existing Facilities Management Plan. Interviews will be conducted with the key officials in the Court, County Attorney, Sheriff Departments as well as newly elected department heads. The current county facilities will be assessed to confirm condition and fitness of use for the intended purpose and new building options will be developed for the County's review. In order to expedite the study and contain study costs, it was agreed that Steve Stratton, Director of Public Works, would be present during the interviews and building assessments. The information obtained from the interviews and assessments will be used to make any required amendments to the existing plan. The amended plans will include options to be considered for solutions to any facility modifications or acquisition of new property/facilities. The Consultant will produce a first draft report to be reviewed by Gila County and then integrate the comments in a final report that can be attached as an amendment to the 2007 Facilities Management Plan.

#### **Schedule**

The duration required to develop the updated plan is dependent on the availability of division heads to complete the interviews, but two months would be a reasonable duration for this project.

#### **Cost of Services**

The estimated cost to complete the plan update is as follows:

**ATTACHMENT "A" TO PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113  
PAGE 2 OF 4**

Professional services labor	\$15,538
Expenses	<u>\$ 1,623</u>
Total Estimated Cost	\$17,161

The scope of work would be performed on a time and material basis with a cost not to exceed \$17,161 unless approved by Gila County.

The billing rates are as follows:

Labor

Lonnie Brevick – project work	\$125/hour
Lonnie Brevick – travel time	\$ 75/hour
Administrative Assistant	\$ 55/hour

Expenses

Personal auto travel	\$0.565/mile
Travel expenses	at cost
Supplies & other expenses	at cost

Attached is a breakdown of the estimated costs.

I am very interested in this opportunity to provide assistance to Gila County and look forward to working with the Gila County staff on this important project.

Sincerely,  
L. Brevick Enterprises, Inc.



Lonnie Brevick, P.E.  
President

Attachment

Gila County, AZ  
Amend Facility Management PlanProvide Professional Services  
Estimated Cost Breakdown

10-2-13

Activity Description	Quantity	Estimated Labor Hours	Hourly Rate	Estimated Labor Cost
<b>PROJECT MEETINGS</b>				
Globe, AZ	3	6	\$ 125	\$ 750
<b>Total for meetings</b>	<b>3</b>	<b>6</b>	<b>\$ 125</b>	<b>\$ 750</b>
<b>DIVISION INTERVIEWS -</b>				
<b>Globe, AZ</b>				
Board of Supervisors	2	2.5	\$ 125	\$ 313
Court Administrator	1	1.25	\$ 125	\$ 156
Constable	1	1.25	\$ 125	\$ 156
County Attorney	1	1.25	\$ 125	\$ 156
County Manager	1	1.25	\$ 125	\$ 156
<b>Courts</b>				
Superior	2	2.5	\$ 125	\$ 313
Clerk of the Court	2	2.5	\$ 125	\$ 313
Magistrate Court	1	1.25	\$ 125	\$ 156
Justice Court	1	1.25	\$ 125	\$ 156
Probation	1	1.25	\$ 125	\$ 156
Sheriff	1	1.25	\$ 125	\$ 156
<b>Subtotal interviews for Globe</b>	<b>14</b>	<b>17.5</b>	<b>\$ 125</b>	<b>\$ 2,188</b>
<b>Payson, AZ</b>				
Board of Supervisors	1	1.25	\$ 125	\$ 156
Constable	1	1.25	\$ 125	\$ 156
County Attorney	1	1.25	\$ 125	\$ 156
<b>Court System</b>				
Superior Court	1	1.25	\$ 125	\$ 156
Clerk of the Court	1	1.25	\$ 125	\$ 156
Justice Court	1	1.25	\$ 125	\$ 156
Magistrate Court	1	1.25	\$ 125	\$ 156
Probation	1	1.25	\$ 125	\$ 156
<b>Subtotal interviews for Payson</b>	<b>8</b>	<b>10</b>	<b>\$ 125</b>	<b>\$ 1,250</b>
<b>Total for Division Interviews</b>	<b>22</b>	<b>27.5</b>	<b>\$ 125</b>	<b>\$ 3,438</b>
<b>FACILITY ASSESSMENTS</b>				
<b>Globe</b>				
1400 E. Ash	1	1	\$ 125	\$ 125
1100 South Street	1	1	\$ 125	\$ 125
745 N. Rose Mofford Way	1	1	\$ 125	\$ 125
5515 South Apache Ave	1	1	\$ 125	\$ 125
157 S. Broad Street	1	1	\$ 125	\$ 125
<b>Subtotal Globe Facility Assessments</b>	<b>5</b>	<b>5</b>	<b>\$ 125</b>	<b>\$ 625</b>
<b>Payson</b>				
201 W. Frontier	1	1	\$ 125	\$ 125
107 W. Frontier	1	1	\$ 125	\$ 125
714 S. Beeline Hwy	1	1	\$ 125	\$ 125
610 E. Highway	1	1	\$ 125	\$ 125
112 W. Cedar Lane	1	1	\$ 125	\$ 125
<b>Subtotal Payson Facility Assessments</b>	<b>5</b>	<b>5</b>	<b>\$ 125</b>	<b>\$ 625</b>
<b>Total for Facility Assessments</b>	<b>10</b>	<b>10</b>		<b>\$ 1,250</b>
<b>Develop and Assemble Project Documents</b>				
Meeting minutes and action items	3	6	\$ 125	\$ 750
Develop and assemble interview notes	6	3	\$ 125	\$ 375
<b>Develop and assemble report - 1st draft</b>				
Consultant	1	32	\$ 125	\$ 4,000
Administrative Assistant	1	12	\$ 55	\$ 660
<b>Develop and assemble report - final</b>				
Consultant	1	16	\$ 125	\$ 2,000
Administrative Assistant	1	8	\$ 55	\$ 440

Gila County, AZ  
Amend Facility Management Plan

Provide Professional Services  
Estimated Cost Breakdown

10-2-13

Activity Description	Quantity	Estimated Labor Hours	Hourly Rate	Estimated Labor Cost
<b>Total for Project Documents</b>	<b>13</b>	<b>77</b>		<b>\$ 8,225</b>
<b>Travel Hours</b>				
<b>Globe, AZ</b>				
Project Meetings	2	10	\$ 75	\$ 750
Interviews	2	10	\$ 75	\$ 750
<b>Payson, AZ</b>				
Interviews	1	5	\$ 75	\$ 375
<b>Total for Travel Hours</b>	<b>5</b>	<b>25</b>		<b>\$ 1,875</b>
<b>Total Estimated Labor Cost</b>	<b>43</b>	<b>136</b>	<b>\$ 114.67</b>	<b>\$ 15,538</b>
<b>Expense Costs</b>	<b>Quantity</b>		<b>Cost Each</b>	<b>Estimated Expense Cost</b>
<b>Auto travel - \$0.565/mile</b>				
Globe round trip mileage - 220 mile round trip	4		\$ 124	\$ 497
Payson round trip mileage - 400 miles round trip	1		\$ 228	\$ 228
Per diem	3		\$ 125	\$ 375
Supplies	1		\$ 525	\$ 525
<b>Total Estimated Expenses</b>				<b>\$ 1,623</b>
<b>Total Estimated Project Cost</b>				<b>\$ 17,161</b>

PROFESSIONAL SERVICES AGREEMENT NO.

092713-1

LEGAL REPRESENTATION TO THE GILA  
COUNTY SHERIFF'S LOCAL BOARD OF THE  
PSPRS

**THIS AGREEMENT**, made and entered into this 10TH day of SEPTEMBER, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Grasso Law Firm, P.C., 2430 West Ray Road, Suite 3, Chandler, AZ 85224, hereinafter designated the "Firm".

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

**ARTICLE I - SCOPE OF SERVICES:** The Firm agrees to provide legal representation to the Gila County Sheriff's Local Board of the PSPRS, per Attachment "A" to Professional Services Agreement No. 092713-1 - Grasso Law Firm, P.C. Legal Representation Agreement dated September 9, 2013, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

**DUTIES AND RESPONSIBILITIES**

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 092713-1 - Grasso Law Firm, P.C. Legal Representation Agreement dated September 9, 2013, by mention made a binding part of this agreement as set forth herein.

**ARTICLE II - FEES:** For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 092713-1 – Grasso Law Firm, P.C. Legal Representation Agreement dated September 9, 2013, by mention made a binding part of this agreement as set forth herein.

**ARTICLE III - TERMINATION:** This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE V- INSURANCE REQUIREMENTS:** The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

**ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws")- Firm shall further ensure that each approved subcontractor who performs any work for Firm under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any approved 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 Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Firm's obligations.

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

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

**ARTICLE VIII - LAWS AND ORDINANCES:** This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 IX - 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 by the County before the effective date of termination.

**ARTICLE X - TERM:** The term of the contract shall commence on September 10, 2013 and continue in full force and effect up through and including June 30, 2015, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE XI - PAYMENT:** Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$8,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm 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 Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

**ARTICLE XII – Legal Representation Agreement of September 9, 2013**

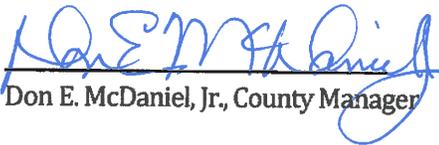
The terms and conditions contained in the Legal Representation Agreement of September 9, 2013, Attachment "A" to Professional Services Agreement No. 092713-1, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, 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.

**GILA COUNTY:**

**GRASSO LAW FIRM, P.C.**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

  
\_\_\_\_\_  
Signature

**APPROVED AS TO FORM:**

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

**GRASSO**

Grasso Law Firm, P.C.  
2430 West Ray Road, Suite 3  
Chandler, Arizona 85224  
480.730.5553 • Fax 480.730.2810  
www.grassolawfirm.com

Hannah Auckland, Attorney  
(480) 730-5553 ext. 33  
hsuckland@grassolawfirm.com

September 9, 2013

ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED MATERIAL

VIA U.S. MAIL AND EMAIL  
leastlick@gilacountyaz.gov  
Linda Eastlick  
Gila County Sheriff's PSPRS Local Board  
1400 East Ash St.  
Globe, AZ 85501

Re: Legal Representation Agreement: Gila County Sheriff PSPRS Local Board

Dear Ms. Eastlick:

I enjoyed talking with you regarding serving as legal counsel for the Gila County Sheriff PSPRS Local Board. We appreciate your interest in retaining GRASSO LAW FIRM, P.C., to serve as the Board's legal counsel in accordance with Arizona Revised Statutes § 38-847.N. We have completed our conflict check and I would be pleased to undertake this representation.

The Arizona State Bar recommends that each client be clearly informed in writing of the terms of engagement when employing legal counsel. We believe this is a good practice, and have adopted it as our own policy. Therefore, we would like to take this opportunity to set out the terms of our representation.

Retainer. Although we normally require a retainer, based on the Local Board's status as a government client, we are not asking for a retainer at this time. Invoices for fees and costs will be rendered on a monthly basis for time expended and costs incurred during the previous month.

Fees and Costs. We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys and paralegals who provide services to you. We adjust our rates periodically. They are available to you at any time upon request.

**GRASSO**

ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED MATERIAL  
Gila County Sheriff PSPRS Local Board  
September 9, 2013  
Page 2

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I will be your primary contact at the GRASSO LAW FIRM and I am willing to serve at a reduced billing rate of \$240 per hour (my current hourly rate is \$275). Should any other attorney or paralegal at the firm work on your matters, their time will be billed as follows:

Attorneys	\$240 per hour
Paralegals	\$110 per hour

We record and bill for our time in tenths of an hour. Our bills will include the time we spend researching factual and legal issues, negotiations, conferences, review and preparation of various documents or pleadings, attending Local Board meetings, conducting discovery, making court appearances, travel, telephone calls and emails.

As we discussed, I will work with the Local Board to establish procedures to minimize the Board's legal expenses (such as telephone consultations and telephone "stand-by" procedures for routine Board meetings).

In addition to our fees, you will be responsible for charges and expenses we incur on behalf of the Local Board. We normally charge them to you monthly as the firm receives and processes bills. Our standard costs are set forth in the attached sheet. In the unlikely event of costs or third-party charges that exceed \$500, we may ask you to pay those invoices directly and in a timely manner.

Because the Board is required to retain independent counsel and the Gila County Sheriff's Office is required to pay for the Board's counsel (A.R.S. § 38-847.N), I suggest that this Legal Representation Agreement be presented to the Chairman of the Local Board and the appropriate governmental authority if such governmental approval is necessitated by County procurement requirements.

The GRASSO LAW FIRM prepares statements each month for mailing by the 15th. The statements will show the fees and charges incurred during the previous month. We will address our statements to you at the above address unless directed otherwise. If you wish to have us furnish copies to anyone else, please let us know. Our federal taxpayer identification number appears on our statements.

Our invoices are due and payable upon receipt. We may withdraw from the representation, after reasonable notice, if our bills are not paid when due. We reserve the right upon 10 days advance notice to you to charge interest on past due amounts at 1.5% per month.

GRASSO

ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED MATERIAL  
Gila County Sheriff PSPRS Local Board  
September 9, 2013  
Page 3

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We may furnish budgets or other estimates of fees or costs based on our experience and understanding of the matter. Any estimate is not intended to be binding, is subject to unforeseen circumstances, and is by its nature inexact. It is not considered a "cap" or "flat fee" unless expressly stated in writing.

Retention of Documents. During our representation, we are likely to receive copies or originals of documents or other materials belonging to you or others. Once the matter to which those materials relate has been concluded, we will have no further responsibility to maintain such materials unless we expressly agree otherwise. If you do not ask for the return of such materials within one year after the closing of the matter to which they relate, we may destroy them in accordance with our normal file retention policies.

Other Matters. This letter sets forth the terms of our engagement on this matter and, unless other terms are specifically agreed to, on any matters we are later asked to handle.

As I am sure you are well aware, the attorney-client relationship is one of mutual trust and confidence. As the responsible attorney, I will do my very best to see that you are satisfied not only with the firm's services, but also with the fees charged for those services. Should you have any questions or comments regarding our services, our fees, or the status of the case, please do not hesitate to contact me.

I very much appreciate this opportunity to work with the Gila County Sheriff PSPRS Local Board. I encourage you or the Board to bring to our attention at any time any questions or concerns you or the Board may have concerning either our services or our fees.

If this letter and the terms of our representation, including the charges for our professional services and costs, are acceptable to you, please sign and date this letter and return the original signature at your earliest convenience. Please be advised that we require that the signed copy of this letter be returned prior to commencing work on your projects.

Sincerely,



Hannah Auckland

Enclosures



ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED MATERIAL  
Gila County Sheriff PSPRS Local Board  
September 9, 2013  
Page 4

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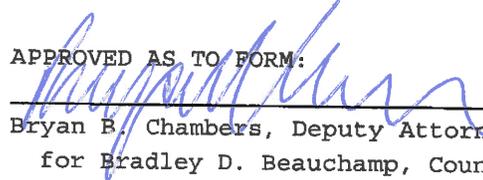
I HAVE REVIEWED THIS LETTER AND  
THESE TERMS ARE APPROVED

DATE: 10/28/13

  
\_\_\_\_\_  
NAME, TITLE [E.G. BOARD SECRETARY OR CHAIRMAN]  
GILA COUNTY SHERIFF PSPRS LOCAL BOARD  
John D. Marcanti, Board Chairman

DATE: 10/23/13

  
\_\_\_\_\_  
NAME, TITLE [E.G. COUNTY MANAGER]  
GILA COUNTY  
Don E. McDaniel, Jr., County Manager

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

**GRASSO**

**STATEMENT OF CHARGES**

- Mail:** There is no charge for regular mail unless a single mailing exceeds \$10.00. Clients are charged the actual cost of express mail and bulk mailings, as well as air express mail couriers.
- Photocopying:** Clients are charged \$0.20 per page for photocopies that are done in-house at GRASSO LAW FIRM, P.C. When the size of photocopying job, nature of a photocopying job, or time constraints dictate, photocopying jobs will be sent to outside vendors, and clients are charged the actual costs charged by the outside vendor.
- Facsimile:** Clients are charged \$0.50 per page plus the telephone expense for outgoing faxes.
- Messengers:** Clients are charged the actual costs of outside messenger service. In some instances, GRASSO LAW FIRM personnel may be used in lieu of an outside messenger service to reduce delivery time. In such cases, client agrees to pay such delivery charges comparable to those of outside messenger services.
- Computer Research:** GRASSO LAW FIRM uses Westlaw computer-assisted research. GRASSO LAW FIRM bills clients for any services not covered by GRASSO LAW FIRM'S standard plan.
- Other Litigation Costs:** Any other charges to GRASSO LAW FIRM from third-parties in connection with its clients' representation are charged to the client at GRASSO LAW FIRM'S actual cost. When asked by GRASSO LAW FIRM, clients may be required to pay larger third-party invoices directly and in a timely manner.

Tommie C. Martin, District I  
610 E. Highway 260, 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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

Jeff Hessenius, Finance Director  
Phone (928) 402-8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 092713-2**  
**COMMUNITY SERVICE CONFERENCE ROOM #200 CARPETING**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of OCTOBER, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Kino Floors & Interiors, LLC**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities and 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 Quote Request, hereby identified as Attachment "A" to Service Agreement No. 092713-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to attached Quote Request, hereby identified as Attachment "A" to Service Agreement No. 092713-2, by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at [dsgroi@gilacountyaz.gov](mailto:dsgroi@gilacountyaz.gov). 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- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - 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 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 **the date of award**, and expire forty-five days later, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$3,315.24 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. 092713-2 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: 10/23/13

**KINO FLOORS AND INTERIORS, LLC**

  
\_\_\_\_\_  
Signature

### REQUEST FOR QUOTE NO. 092713-2 GILA COUNTY



#### JOB/PROJECT DESCRIPTION

Project consists of removal of existing carpet and rubber base. Supply and install new carpeting in Conference Room #200 for the Community Services Department in Globe, AZ.

**Location:** Community Service Conference Room #200  
5515 South Apache Avenue  
Globe, AZ 85501

#### Scope of Work and Specifications:

- Remove existing carpet and rubber base and dispose of same.
- Install LDI Riano Cotto 20"x20" floor tile with matching 4" wall base tile, C-Cure 256 Caramel grout and manufacturers approved adhesive base or customer approved equal in an approximately 22'x21' (426 S.F) conference room.
- A mandatory site visit is required and is scheduled for Tuesday, October 8, 2013 at 9:00 A.M. at 5515 South Apache Avenue in Globe. The contact person for this project is Christine Lopez, 928-402-8694. If vendor does not complete a 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, 2:00 P.M. on Friday, October 18, 2013 to, Jeannie Sgroi, dsgrj@gilacountyaz.gov, fax 928-402-4386

Contractor Name: <u>KINO Floors</u>	
Contractor Address: <u>401 N. BROAD ST</u>	
Contractor Phone #: <u>928 425 9443</u>	Email Address: <u>KINOFLOORS@GILACOUNTYAZ.GOV</u>
Contractor Signature: <u>[Signature]</u>	
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>	
LABOR COST	\$ <u>1800.00</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>1515.24</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

Gila County  
 1400 ASH ST  
 Globe AZ 85501  
 200 1643

**KINO FLOORS & INTERIORS, LLC.**  
 401 North Broad Street  
 GLOBE, ARIZONA 85501  
 425-9443  
 Fax: 425-0249

007617

Community Service - Apache Street Central High School  
 Bob Hickman

ROOM	DESCRIPTION	QTY	UNIT PRICE	TOTAL	AMOUNT
ROOM	L.D.1 RIANO GOTTO 20X30				
	16.46 SQ FT CUT				
	GRout 256 CARAMEL				
	BASE TILE 4 IN				
	TILE 22 21 4/2 21 9				
	30 CUT ORDER 493.80 SQ FT.				
	86 LIN FT 3 <sup>00</sup>				
					25800

Remove old EPT AND RUBBER BASE

SUB-TOTAL 1339.43  
 LABOR 1800.00  
 SALES TAX 175.81  
 TOTAL 3315.24

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

Thank you!

ORIGINAL



1680 CHARLES PLACE | 877-587-4054  
MANHATTAN, KS 66502

SENT VIA EMAIL: DHUGHES@GILACOUNTYAZ.GOV

October 17, 2013

Ms. Deborah Hughes  
Gila County, Arizona

**Re: Financing for Gila County, Arizona for One (1) Bizhub C654e Copier**

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Dear Ms. Hughes:

Thank you for choosing Kansas State Bank of Manhattan as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process.

***The interest rate you have been quoted is valid through November 15, 2013.***

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Emily Evans  
Processing Associate

**Original  
Copy**

## **DOCUMENTATION INSTRUCTIONS**

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The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### **I. Attached Documentation**

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- 1. Government Obligation Contract**
  - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
  - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
- 2. Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
- 3. Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
- 4. Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
- 5. Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check
- 6. 8038GC IRS Form**
  - ◆ Please read 8038 Review Form
  - ◆ In Box 2, type Employer Identification Number
  - ◆ Sign and print name and title

### **II. Additional Documentation Required**

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1. First payment check as stated on attached invoice
2. Copier Service Agreement
3. Insurance Certificate as stated on the Insurance Requirements Form
4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
5. Mohave PO

### **III. Condition to Funding**

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If, for any reason: (i) the required documentation is not returned by December 17, 2013, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

**All documentation should be returned to:**  
Kansas State Bank of Manhattan  
1680 Charles Place  
Manhattan, Kansas 66502

**Original  
Copy**

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

Gila County, Arizona  
1400 E Ash St  
Globe, Arizona 85501

### Obligee

Kansas State Bank of Manhattan  
1010 Westloop; P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of October 18, 2013**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

#### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract

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Payment that is past due. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligee relating to Obligor's requirement that a certain payment mechanism be utilized. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 Contract Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

#### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Indemnification.** Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### VI. Title and Security Interest

**Section 6.01 Title.** To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Obligee.** All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

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## VIII. Maintenance of Equipment

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for cost incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

## X. Miscellaneous

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

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Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Sudan/Iran Business. In accordance with Arizona Revised Statutes Sections 35-391.06 and 35-393.06, Obligee certifies that Obligee does not have scrutinized business operations in either Iran or the Sudan.

Section 10.12 Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Section 10.13 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.14 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

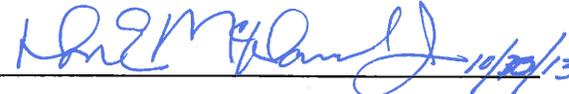
Section 10.15 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**Gila County, Arizona**

**Kansas State Bank of Manhattan**

Signature

 1/17/13  
DON E. MCDANIEL, JR., COUNTY MANAGER

Printed Name and Title

Signature

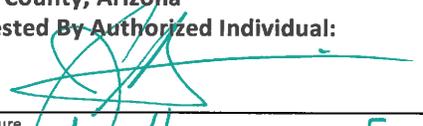
  
Marsha Jarvis, Vice President

Printed Name and Title

**Gila County, Arizona**

**Attested By Authorized Individual:**

Signature

  
JEFF HESSENIUS, FINANCE DIRECTOR

Printed Name and Title

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EXHIBIT A

DESCRIPTION OF EQUIPMENT

**RE: Government Obligation Contract dated as of October 18, 2013, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)**

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Bizhub C654e Copier

Physical Address of Equipment after Delivery : 201 W. Frontier St., Payson, AZ 85541

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**ATTACHMENT "A" to GOVERNMENT OBLIGATION CONTRACT  
DATED OCTOBER 18, 2013  
FOR FINANCING ONE (1) BIZHUB C654E COPIER**

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

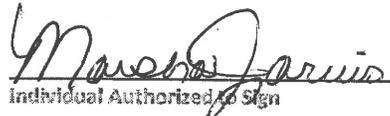
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

Kansas State Bank of Manhattan

  
Individual Authorized to Sign

**MARSHA JARVIS**

Print Name

**VICE PRESIDENT**

Title

**OCTOBER 28, 2013**

Date

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## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of October 18, 2013, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment: At Closing  
 Original Balance: \$7,929.80  
 Total Number of Payments: Thirty-Six (36)  
 Number of Payments Per Year: Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$246.81	\$0.00	\$246.81	Not Available
2	18-Nov-13	\$246.81	\$51.15	\$195.66	Not Available
3	18-Dec-13	\$246.81	\$49.85	\$196.96	\$7,787.80
4	18-Jan-14	\$246.81	\$48.54	\$198.27	\$7,561.69
5	18-Feb-14	\$246.81	\$47.22	\$199.59	\$7,334.98
6	18-Mar-14	\$246.81	\$45.89	\$200.92	\$7,107.67
7	18-Apr-14	\$246.81	\$44.55	\$202.26	\$6,879.75
8	18-May-14	\$246.81	\$43.21	\$203.60	\$6,651.23
9	18-Jun-14	\$246.81	\$41.85	\$204.96	\$6,422.10
10	18-Jul-14	\$246.81	\$40.49	\$206.32	\$6,192.36
11	18-Aug-14	\$246.81	\$39.11	\$207.70	\$5,962.01
12	18-Sep-14	\$246.81	\$37.73	\$209.08	\$5,731.05
13	18-Oct-14	\$246.81	\$36.34	\$210.47	\$5,499.48
14	18-Nov-14	\$246.81	\$34.94	\$211.87	\$5,267.29
15	18-Dec-14	\$246.81	\$33.53	\$213.28	\$5,034.48
16	18-Jan-15	\$246.81	\$32.11	\$214.70	\$4,801.05
17	18-Feb-15	\$246.81	\$30.68	\$216.13	\$4,567.00
18	18-Mar-15	\$246.81	\$29.24	\$217.57	\$4,332.33
19	18-Apr-15	\$246.81	\$27.79	\$219.02	\$4,097.04
20	18-May-15	\$246.81	\$26.33	\$220.48	\$3,861.12
21	18-Jun-15	\$246.81	\$24.86	\$221.95	\$3,624.57
22	18-Jul-15	\$246.81	\$23.38	\$223.43	\$3,387.40
23	18-Aug-15	\$246.81	\$21.90	\$224.91	\$3,149.59
24	18-Sep-15	\$246.81	\$20.40	\$226.41	\$2,911.15
25	18-Oct-15	\$246.81	\$18.89	\$227.92	\$2,672.08
26	18-Nov-15	\$246.81	\$17.37	\$229.44	\$2,432.37
27	18-Dec-15	\$246.81	\$15.85	\$230.96	\$2,192.03
28	18-Jan-16	\$246.81	\$14.31	\$232.50	\$1,951.05
29	18-Feb-16	\$246.81	\$12.76	\$234.05	\$1,709.43
30	18-Mar-16	\$246.81	\$11.20	\$235.61	\$1,467.16
31	18-Apr-16	\$246.81	\$9.63	\$237.18	\$1,224.25
32	18-May-16	\$246.81	\$8.05	\$238.76	\$980.69
33	18-Jun-16	\$246.81	\$6.47	\$240.34	\$736.49
34	18-Jul-16	\$246.81	\$4.86	\$241.95	\$491.64
35	18-Aug-16	\$246.81	\$3.25	\$243.56	\$246.14
36	18-Sep-16	\$246.81	\$1.63	\$245.18	\$0.00

Gila County, Arizona

Signature

DON E. McDANIEL, JR., COUNTY MANAGER

Printed Name and Title

\*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract

Source of Funds : General Fund

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## INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<b>Insured:</b>	<b>Certificate Holder:</b>
Gila County, Arizona	Kansas State Bank of Manhattan
1400 E Ash St	1010 Westloop, P.O. Box 69
Globe, Arizona 85501	Manhattan, Kansas 66505-0069

- 1. Equipment Description**
  - ◆ One (1) Bizhub C654e Copier
  - ◆ Please include all applicable VIN's, serial numbers, etc.
- 2. Physical Damage**
  - ◆ All risk coverage to guarantee proceeds of at least \$7,929.80.
- 3. Loss Payee**
  - ◆ Kansas State Bank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to: Fax: (785) 587-4016  
or  
Email: eevans@ksstatebank.com

Please complete the information below and return this form along with the Contract.

### Gila County, Arizona

Insurance Company: ARTHUR J. GALLAGHER + Co.

Agent's Name: ROSE UNRUH

Telephone #: 480-845-6209

Fax #: 602-244-2242

Address: 8500 E. CHAPARRAL ROAD # 230

City, State Zip: SCOTTSDALE, AZ 85250

Email: ROSE\_UNRUH@A.J.G.COM

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**\*PREFERRED\***

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize Kansas State Bank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Contract Number</b> 3345816	<b>Payment Amount</b> \$246.81	<b>Frequency of Payments</b> Monthly
<b>Beginning</b> _____ Month      Year	<b>Day of Month (please choose one)</b> 1 <sup>st</sup> <input type="checkbox"/> 5 <sup>th</sup> <input type="checkbox"/> 15 <sup>th</sup> <input type="checkbox"/> 20 <sup>th</sup> <input type="checkbox"/>	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

This authority is to remain in full force and effect until Kansas State Bank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford Kansas State Bank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> Gila County, Arizona	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 86-6000444	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**  
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

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## 8038 REVIEW FORM

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The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

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# Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Department of the Treasury  
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)  
**Caution: If the issue price is \$100,000 or more, use Form 8038-G.**

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Gila County, Arizona</b>	2 Issuer's employer identification number (EIN) <b>86 6000444</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>1400 E Ash St</b>	Room/suite	
4 City, town, or post office, state, and ZIP code <b>Globe, Arizona 85501</b>	5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative	

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>		
8a Issue price of obligation(s) (see instructions)	8a	8,448 72
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <b>10/18/2013</b>		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	8,448 72
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>		
12 Vendor's or bank's name: <b>Kansas State Bank of Manhattan</b>		
13 Vendor's or bank's employer identification number: <b>48 0760380</b>		

**Signature and Consent**  
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

10-30-13
JEFF HESSENIUS - FINANCE DIRECTOR

Signature of issuer's authorized representative      Date      Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>H. Evan Howe</b>	Preparer's signature <i>H. Evan Howe</i>	<small>If this form is filed electronically, the preparer must sign the return.</small>	Date <b>10/17/2013</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P01438994</b>
	Firm's Name ▶ <b>Baystone Financial LLC</b>	Firm's EIN ▶ <b>48-1223987</b>				
	Firm's Address ▶ <b>5350 College Blvd., Overland Park, KS 66211</b>	Phone no. <b>(800) 752-3562</b>				

<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>What's New</b></p> <p>The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at <a href="http://www.irs.gov/form8038">www.irs.gov/form8038</a>. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.</p> <p><b>Purpose of Form</b></p> <p>Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.</p>	<p><b>Who Must File</b></p> <p>Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.</p> <p>Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.</p> <p><b>Filing a separate return for a single issue.</b></p> <p>Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.</p> <p>An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to</p>	<p>pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).</p> <p><b>Filing a consolidated return for multiple issues.</b> For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.</p> <p>Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.</p>
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## Quote and Purchase Addendum

Quoted Date: October 24, 2013      Quote Number: QUO-03551-N5N9K2  
Quote Expiration Date: December 31, 2013      Prepared By: Billy Duncan

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

### Included in Quote

Civil Process for Gila County Sheriff and Gila County Constable

### Package Quote

\$10,785

Sales Tax Included \$600  
On-Site Training Included

### Future Maintenance

- 2nd-year maintenance charges will begin 15 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$1,401

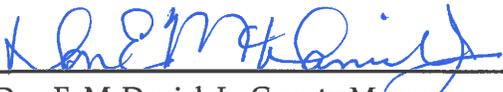
The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

## Quote and Purchase Addendum

Quoted Date: October 24, 2013      Quote Number: QUO-03551-N5N9K2  
Quote Expiration Date: December 31, 2013      Prepared By: Billy Duncan

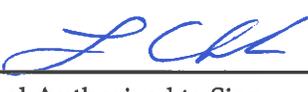
ATTACHMENT "A" BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

**Gila County:**

  
\_\_\_\_\_  
Don E. McDaniel, Jr. County Manager

10/30/13  
\_\_\_\_\_  
Date

**Spillman Technologies, Inc.:**

  
\_\_\_\_\_  
Individual Authorized to Sign

10/25/13  
\_\_\_\_\_  
Date



## ATTACHMENT "A"

### Gila County Contractor Standard Terms and Conditions Addendum

**A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

**B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

**C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

**D. 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.

**E. 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.

**F. Indemnification Clause:** Contractor will defend, the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "indemnatee") from and against any and all third party Claims, arising from any personal injuries, death, or damages to tangible property caused, or alleged to be caused, by the negligence or willful misconduct of Contractor or any of its owners, officers, directors, agents, employees or subcontractor, and will pay any final judgment or amounts agreed in settlement. 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. This indemnity excludes any Claims related to the functionality or use of, or bugs or errors in, the software provided to the County by Contractor, which shall be governed solely by the terms of the Computer Software License Agreement (as defined in Section G below)> The County shall notify Contractor as soon as reasonably possible if it becomes aware

of any claim for which it may be entitled to indemnification under this section , and the County hereby gives Contractor full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable Contractor to defend, compromise or settle such claim. Contractor will pay all costs and attorney's fees incurred in connection with the claim. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs 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.

**G. 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.

**H. 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.

**I. Severability:** If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**J. 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.

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

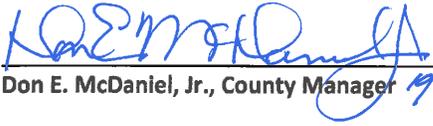
**L. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "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."

GILA COUNTY

  
Don E. McDaniel, Jr., County Manager 10/20/13

SPILLMAN TECHNOLOGIES, INC.

  
Individual Authorized to Sign

Lance Clark  
Print Name

10/25/13 President/CEO  
Title

**Tommie C. Martin, District I**  
610 E. Highway 260, 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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**Jeff Hessenius**  
Phone (928) 402-8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 102513-1**  
**SEPTIC SERVICE-FAIRGROUNDS**

**THIS AGREEMENT**, made and entered into this 30th day of October, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, 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 Facilities Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 102513-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 102513-1, 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 "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@gilacountyaz.gov](mailto:dsgroi@gilacountyaz.gov). 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- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – 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 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 on the date it is awarded and be in full force and effect through December 31, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 360.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 102513-1 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: 10/30/13

**EARTHQUEST PLUMBING, INC.**

  
\_\_\_\_\_  
Signature

Timothy W. Haas  
\_\_\_\_\_  
Print Name

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539  
 Globe, AZ 85501

# Estimate

Date	Estimate #
10/6/2013	251

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

			Project
Description	Qty	Cost	Total
ESTIMATE FOR MAINTENANCE OF SEPTICS @ FAIRGROUNDS. BREAKDOWN FOR SCOPE OF WORK- PUMPING IF NEEDED- PER 1,000 GALLONS LOCATE, ACCESS TO PUMP AND ACCESS TO INSPECT TANK AND DISPOSAL- CHECK AND CLEAN EFFLUENT FILTERS- IF NEEDED. LABOR PER HR. \$ 45.00 PER MAN ESTIMATED TIME- 4 HRS. - 2 MEN  ESTIMATE TO REPAIR OR REPLACE DISPOSAL FIELD WILL BE BASED OFF OF - FIRST- REPORT OF INSPECTION- SECOND- IF IN FAILURE, A SOILS TEST WILL NEED TO BE PERFORMED TO PROVIDE AN ADEQUATE ESTIMATE TO BRING SYSTEMS UP TO CODE.  <i>Pumping only if needed -                      \$ 175.00 per 1,000 gallons                      F.A.</i>	1 8	175.00 45.00	175.00 360.00
		<b>Subtotal</b>	\$535.00
		<b>Sales Tax (8.6%)</b>	\$0.00
		<b>Total</b>	\$535.00

Tommlie C. Martin, District I  
610 E. Highway 260, 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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

Jeff Hessenius  
Phone (928) 402-8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 102513**  
**SECURITY KEY PAD FOR GLOBE COURT ADMINISTRATION**

**THIS AGREEMENT**, made and entered into this 30th day of OCTOBER, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stanley Security Solutions, of the City of Tempe, 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 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" to Service Agreement No. 102513, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 102513, 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 "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.

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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- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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**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 on the date it is awarded and be in full force and effect through December 31, 2013.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$8,039.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 102513 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: 10/30/13

**STANLEY SECURITY SOLUTIONS**

  
\_\_\_\_\_  
Signature

Michael Reber  
\_\_\_\_\_  
Print Name

Prepared By Matt Alvey

For Gila County -  
1400 E Ash St**STANLEY**

Security Solutions

4666 S Ash Ave  
Tempe, AZ 85282**Services Summary**

Name	Description
Basic eDataManager	Basic eDataManager provides the real-time ability to: view and edit open/close schedules, view and edit notification and contact lists, view and print alarm reports, contact the PNC data entry team, change the eDataManager access password, create service requests, view frequently asked questions and system enhancements. National Account customers can view their NA Performance Scorecard with Basic eDataManager. Limited access and usage.

**Product Summary****Access Control Addition (Court Admin):**

Quantity	Equipment	Part Number
2	ICLASS RP40 COMBO RDR BLK HD'	HU-8125A1366
1	Local UL Listed Hardware Enclosure (12X 18 X 4.5) Only With Lock And Tamper Switch Support Up To Two Local Access Hardware Modules (UL Approved)	BAS-CTX
2	Recessed Size Door Contact w/1/8" Leads 1" Diameter Wide Gap, Brown, 1" Gap Size, Closed Loop	1070W M
1	P/S 12/24V 8A FUSED OUT W/PDS	AX-800ULXPDS
1	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface W/M 8 Inputs 8 (5A) Form C Relay, Rohn, Ce And UL294 Certified	BAS-1330
1	Miscellaneous Hardware: electrified leverset with REX for cylinder locks	83KW7DEU1563628ROE
2	Miscellaneous Hardware: Electric hinge for leverset	CECD178-664-54-528D
1	Miscellaneous Hardware: Electrified leverset with REX and DPS for Mortise locks	46HW7DEU156716291D1
1	Cable/Wire: 22'S AND 18'2 wire	
1	Door Hardware: Door hardware and materials	

**Investment Numbers- Quote #3 10/25/13**

Option	Equipment Acquisition and Installation	Monthly Service*
Access Control Addition (Court Admin) Installation, Programming and Labor	\$7,665.00 = VPLv1 Price List	SEE REP
Tax	\$373.67	---
<b>TOTAL</b>	<b>\$8,039.00</b>	---

\*Per-Month Rate Includes service calls, labor, Replacement Guarantee, 24/7 Emergency Service Call

Matt Alvey

Cell: 480.216.9273 Email: malvey@stanleyworks.com

**Response, Stanley's eServices Access, and tech-support line for lifetime of system\***

***Matt Alvey***

***Cell: 480.216.9273 Email: [malvey@stanleyworks.com](mailto:malvey@stanleyworks.com)***



KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127  
**KMBS CPC Service & Maintenance Agreement**

Sold To: (legal name)

Ship To:

Name: Gila County Account Number: \_\_\_\_\_

Name: Gila County Health Account Number: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 1: Sarah Chavez

Address Line 2: Gila County Finance

Address Line 2: \_\_\_\_\_

Street Address: 1400 E. Ash Street

Street Address: \_\_\_\_\_

City: Globe State: Arizona Zip: 85501

City: Globe State: Arizona Zip: 85501

Tax Exemption  No  Yes (Certificate required)

Tax Exemption Number: \_\_\_\_\_

PO Required  No  Yes (Copy required)

PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_

**Advantage CPC Maintenance Plan**

**Cost Per Copy**

With Supplies  Without Supplies - Purchased Separately

Effective Date: 10/31/2013

Billing for CPC contract:  Monthly  Quarterly  Annually

Contract Term (Months):  12  24  36  48  60

Overages billed:  Monthly  Quarterly  Annually

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	BIZHUB C454e		C			N/A	\$ -	\$ 0.03156
			B/W			Flat Rate	\$ 52.06	\$ -
2			C				\$624.72 + color	
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments:

Maintenance includes all supplies, toner, parts, labor and service calls.

*This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.*

Customer Name: DON E. McDANIEL, JR.

KMBS Representative: Chip Ryan 10/24/2013

Signature: [Signature] 10/30/13  
 Authorized Representative of Customer Date

KMBS Manager: [Signature] 10/24/2013  
 Date

Title: COUNTY MANAGER

**FOR INTERNAL USE**

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced

PE #: \_\_\_\_\_ Agreement #: 10i-KMBS-0127 Customer Code 1: Mohave Contract

Promotion #: \_\_\_\_\_ Price Plan #: \_\_\_\_\_ Customer Code 2: \_\_\_\_\_

Subfleet #: \_\_\_\_\_ Customer Code 3: \_\_\_\_\_

Key Operator Contact: Sarah Chavez Phone: 928-402-4253 Email Addr: schavez@gilacountyaz.gov

Meter Read Contact: Same Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Accounts Payable Contact: Jeannie Sgroi Phone: 928-402-8612 Email Addr: dsgroi@gilacountyaz.gov

Special Instructions: \_\_\_\_\_  
 Additional Documents Attached:  
 Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

Originating: Sales Rep Number 9416847 Sales Rep Name (Please Print) Chip Ryan Sales Rep Email Address chip.ryan@kmb.konicaminolta.us

Order Taking: Sales Rep Number 9416847

Servicing: Sales Rep Number 9416847

Contract Processed:  Windsor, CT  Branch Phoenix (Branch Name)

GILA COUNTY



Tommy C. Martin, District I Supervisor  
Michael A. Pastor, District II Supervisor  
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager  
Jeff Hessenius, Finance Director

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**INFORMAL BID REQUEST NO. 092613IBR  
VERTICAL HEIGHTS ROAD  
ROAD REALIGNMENT PROJECT**

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to perform a realignment of approximately 500 feet of Vertical Heights Road in Globe, AZ.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

**PRE-BID WALK THROUGH MEETING SCHEDULED:**      **Tuesday, October 8, 2013, 9:00 AM**  
**VERTICAL HEIGHTS ROAD**  
**Globe, AZ**

**BID SUBMITTAL DUE DATE:**                              **2:00 PM, Thursday, October 17, 2013**

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"VERTICAL HEIGHTS ROAD-Road Realignment Project"**, Bid No. **"092613IBR"**, date **"October 17, 2013"**, and time **"2:00 PM AZ Time"**, shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:**                              GILA COUNTY FINANCE  
ATTN: JEANNIE SGROI  
GUERRERO BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Michael Gillette, 928-402-8505.

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**VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT**  
**Installation of Rock Facade**  
**Informal Bid Request 092613IBR**

**SCOPE OF WORK**

**Vertical Heights Road Realignment Project**

The Project will consist of realigning approximately 500ft of Vertical Heights Road. Excess cut material will be disposed of on-site in a location designated by Gila County. Existing debris and clearing and grubbing per mag standard specification 201 must be done prior to placing fill. The fill slope must be keyed in no less than one foot horizontally, installed in lifts no greater than one foot, compacted to 80%, and a compaction test taken every other lift. Clearing and grubbing must also be done on the cut slope. There will be one 24" cross culvert installed per mag standard specification 621. The culvert material and location will be supplied by Gila County. There is an existing transite cross culvert that must be removed and disposed of. The disposal of the existing cross culvert must be coordinated with Gila County. A portion of an existing fence, designated by Gila County, must be removed and disposed of. The new travel way of the road will be surfaced with 6" of decomposed granite. The granite surfacing material and any fill in the subgrade of the road must be compacted to 95% and tested every 200 feet. The granite surfacing material will be supplied by Gila County in a stockpile at the Gila County Road Maintenance yard located by the landfill. All compaction testing will be the responsibility of the contractor. One lane of traffic must be maintained at all times. The successful bidder must also submit for a Right of Way use permit, at no cost, with a traffic control plan attached prior to beginning work. Gila County will provide survey control for the project. The contractor shall be responsible for verifying survey control prior to beginning work. Work hours will be Monday thru Friday 7am thru 5pm. The successful bidder will be responsible for submitting a SWPPP to ADEQ.

There will be a **mandatory** pre-bid walkthrough on October 8, 2013. The bids for this project will be due October 17, 2013 at 2pm. Any questions after the mandatory walkthrough must be submitted in writing no later than October 11, 2013 at 2pm. Answers to any questions received will be sent to all bidders no later than October 15, 2013 at 2 pm. The successful bidder will have 4 weeks from the date notice to proceed is given to complete the project. A performance bond will not be required for this project if the contractor chooses not to take a draw.

**See attached drawings:**

**Proposed Profile View, Sheet 1 of 1**  
**Proposed Plan View, Sheet 1 of 1**  
**Proposed Cross Section, Sheet 1 of 3**  
**Proposed Cross Section, Sheet 2 of 3**  
**Proposed Cross Section, Sheet 3 of 3**  
**Typical Section, Sheet 1 of 1**  
**Geometry Sheet, Sheet 1 of 1**  
**Total Volume Table**  
**Proposed Plan View**

▶ **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

▶ **WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

▶ **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

▶ **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

## INSTRUCTION TO BIDDERS

### **Preparation of Bid**

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

### **Bid Proposal Guaranty**

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

### **Delivery of Proposal**

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

### **Withdrawal or Revision of Proposals**

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

### **Disqualification of Bidders**

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

**Protests**

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

**Safety and Loss Control**

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

**Registered / Licensed**

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

**AWARD AND EXECUTION OF CONTRACT****Consideration of Bid Proposals**

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

### **Award of Contract**

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

### **Cancellation of Award**

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

### **Requirement of Contract Bonds**

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work, ***unless the successful bidder chooses not to take a payment draw***. The ~~surety and the form~~ of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the ~~surety bond or~~ bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***Note: The Performance and Payment bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

### **Execution of Contract**

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

### **Failure to Execute Contract**

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and ~~forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.~~

### **Payment**

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

## CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-*Not Required if Contractor chooses not to take a payment draw*
- Labor and Materials Bond-*Not Required if Contractor chooses not to take a payment draw*
- Contract Performance Warranty

**BIDDING SCHEDULE**

**VERTICAL HEIGHTS ROAD  
ROAD REALIGNMENT PROJECT  
GILA COUNTY, ARIZONA**

**Informal Bid Request 092613IBR**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Visus Engineering Construction, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 39,500<sup>00</sup>

WRITTEN TOTAL CONTRACT PRICE

Thirty nine thousand five hundred Dollars  
and 00 Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

**GILA COUNTY  
QUALIFICATION AND CERTIFICATION FORM**

**Purpose**

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

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

**Informal Bid Request 092613IBR**

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Visus Engineering Construction, Inc.  
1831 N. J Rochester Mesa, AZ 85205  
480-833-8268

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)?  Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract. *(See attached)*
5. Contractor Experience Modifier (e-mod) Rating for AZ: 83  
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: 250596 / 191221

  
Signature of Authorized Representative  
Jeffrey A. Kerr  
Printed Name  
CEO  
Title



## Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer  
10 W. Lincoln St.  
Phoenix, AZ 85003  
Phone: (602) 506-3967  
Fax: (602) 258-1573

September 17, 2013

Jeff Kerr, P.E., CEO  
Visus Engineering Construction, Inc  
1831 N Rochester  
Mesa, AZ 85205-6402

VIA: CERTIFIED, RETURN RECEIPT MAIL and FACIMILE 480-833-8617, Page 1 of 4

Re: Serial No. 13070-DBB  
Contract no: 2013-015  
MCDOT Work Order No. TT400  
Federal Aid Project No. CM-MMA-0(228)A  
TRACS No. 0000 MA MMA SS899 01C

Dear Mr. Kerr:

In accordance with Article VI of your signed contract and the Uniform Standard Specifications and Details for Public Works Construction (MAG) Section 108.11 that were referenced in the contract and County solicitation for which your firm tendered its bid, you are hereby notified to cease work on this project effective immediately.

Unfortunately, due to a major change in site conditions that has resulted in a significant change of scope to the project, MCDOT will be exercising its right to terminate the contract for convenience effective September 13, 2013. This letter shall serve as official notification in addition to the phone notification your firm received on September 9, 2013.

For the protection of Visus and the County, Visus will be directed by a County representative to provide additional force account work in order to provide and ensure a safe and clean project site prior to Visus vacating the worksite/location. The County recognizes there will be pending work items to be paid, force account work, standby time, and various other items that need to be completed prior to the final close-out of this contract. For your convenience, a preliminary punch list has been prepared and is attached to this letter.

We sincerely regret the inconvenience caused to your organization and the County's Transportation Department will work with Visus to ensure a quick and equitable close-out of the project.

Sincerely,

  
Wes Baysinger  
Chief Procurement Officer

Attachment: Preliminary Punch List of Contract Completion Items

Cc: Construction File  
Tom Dietering - FHWA  
Clem Ligocki  
Susan Anderson - ADOT  
Karen King - ADOT  
Cindy Slaughter - Contracts  
Kandis Rausch - Finance

**GILA COUNTY  
REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

**References**

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Gila County - C.L. Williams  
**Contact:** Chuck Williams  
**Phone:** 928-367-2248  
**Address:** 621 S. Hill Side Lane Pinetop AZ 85935
  
2. **Company:** ADOT  
**Contact:** Debby Kent  
**Phone:** 928-402-5625  
**Address:** PO Box 2717 Globe, AZ 85302
  
3. **Company:** Hess-Rountree  
**Contact:** Doug Osborne  
**Phone:** 480-496-0244  
**Address:** 9831 S. 51<sup>st</sup> St. Phoenix, AZ 85044
  
4. **Company:** City of Apache Junction  
**Contact:** Ernie Schmidt  
**Phone:** 480-474-8515  
**Address:** 575 E. Baseline Ave Apache Junction, AZ 85119

Visus Engineering Construction, Inc  
Name of Business  
[Signature]  
Signature of Authorized Representative  
CEO  
Title

**GILA COUNTY  
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned \_\_\_\_\_, as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**NOT REQUIRED FOR THIS BID**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

**Principal**

**Surety**

**By**

**By Attorney-in-Fact**

**Title**

**Address, Attorney-in-Fact**

**Subscribed and sworn to before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

**My commission expires:** \_\_\_\_\_

**Notary Public**



**GILA COUNTY  
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 092613IBR, VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Visus Engineering Construction, Inc.  
Name of Firm

Allen  
By: (Signature)

CEO  
Title

**GILA COUNTY  
CONTRACT NO. 092613IBR**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of October, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Visus Engineering Construction of the City of Mesa, State of Arizona, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 092613IBR, VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT:

**DOCUMENTS:** The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION CLAUSE:** The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such 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, broad form contractual liability and XCU coverage.

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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

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

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

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

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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. 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.

**CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

**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.

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

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

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

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 37,500<sup>00</sup> including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Visus Engineering Construction, Inc.  
Contracting Company Name

[Signature]  
Authorized Representative Signature

Jeffrey A. Kerr  
Print Name

GILA COUNTY:

[Signature]  
Don E. McDaniel, Jr., County Manager

10/30/13  
Date

CONTRACT PERFORMANCE WARRANTY

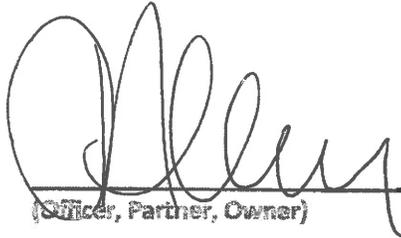
Jeffrey A. Kerr, representing  
Visus Engineering Construction, Inc (company name)

do hereby warranty the work performed for the:

**VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT-GLOBE, AZ**

for a period of two years from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

  
\_\_\_\_\_  
(Officer, Partner, Owner)

10-28-13  
Date



October 31, 2013

Gila County Finance  
Guerrero Building  
1400 E. Ash Street  
Globe, AZ 85501

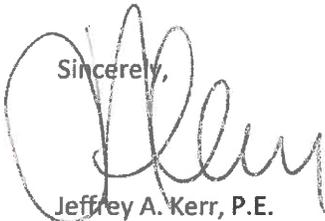
Attn: Jeannie Sgroi

Re: Vertical Heights Road Realignment Project, Contract No.: 092613IBR

Jeannie,

The letter is in regards to the payment and performance bonds for the above listed project. Visus Engineering Construction, Inc. has opted to exercise the option per Page 7 of 22 of the Informal Bid request pursuant to item: Requirement of Contract Bonds to elect not to provide the bonds and opt to wait for payment until the end of the project, in lieu of taking payment draws.

Sincerely,



Jeffrey A. Kerr, P.E.

1831 N. ROCHESTER MESA, ARIZONA 85205

TEL: 480.833.8268

FAX: 480.833.8617

LICENSE A-ROC #191220 & KB1-ROC #191221  
LICENSED, BONDED & INSURED.

**STATUTORY PERFORMANCE BOND**  
**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF**  
**THE ARIZONA REVISED STATUTES**  
( PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT )

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and

\_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**STATUTORY LABOR AND MATERIALS BOND  
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and

\_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

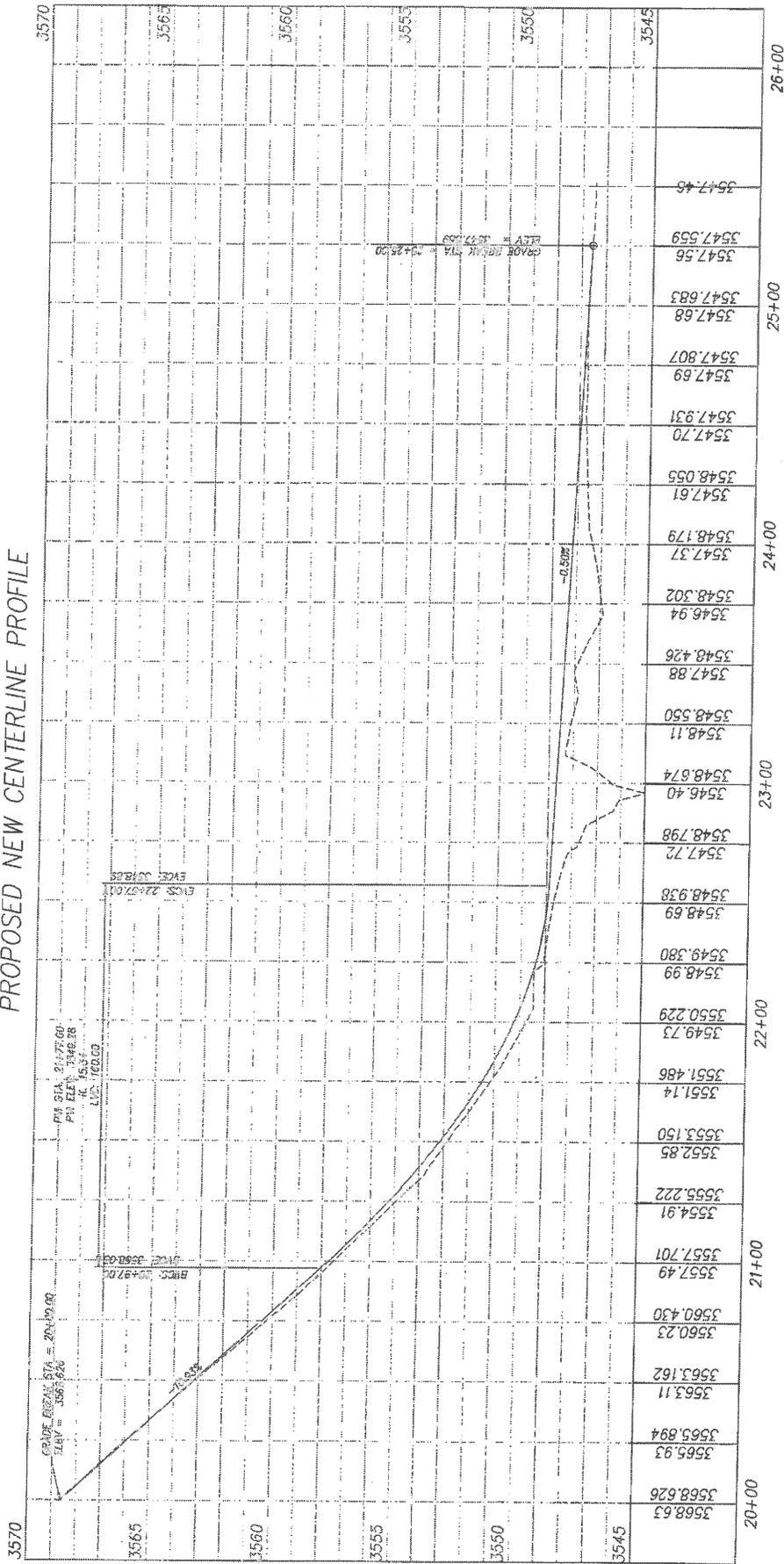
\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

PROPOSED NEW CENTERLINE PROFILE

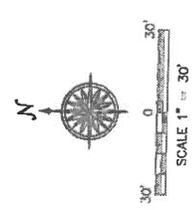
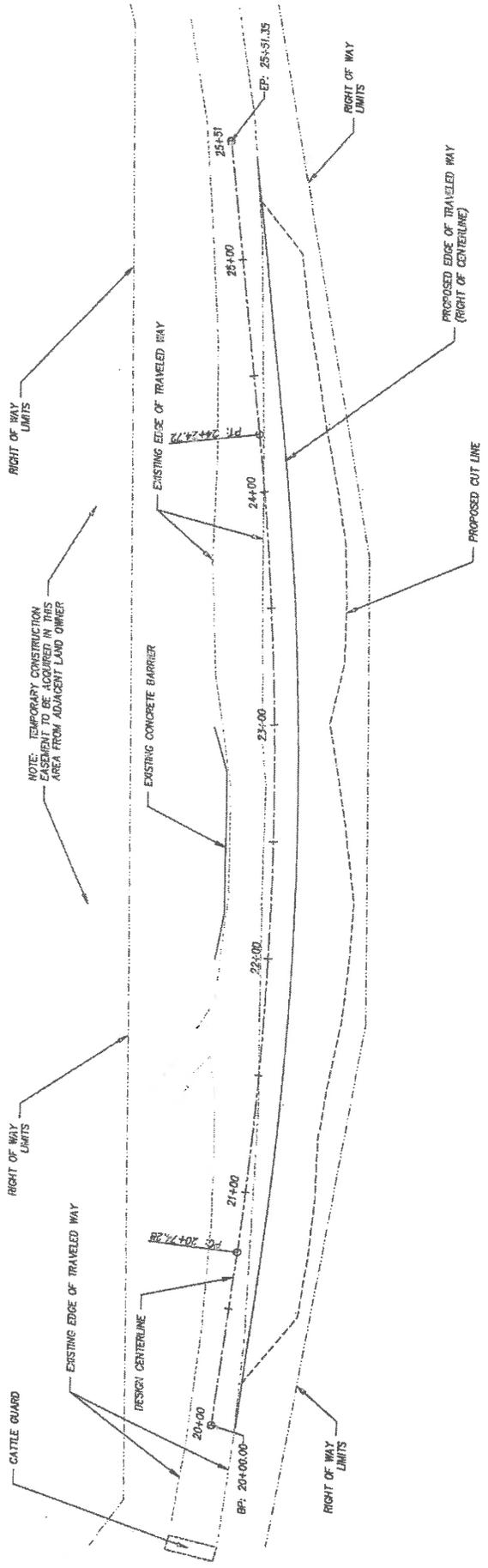


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Gila County  
 Vertical Heights Road  
 Proposed Profile View

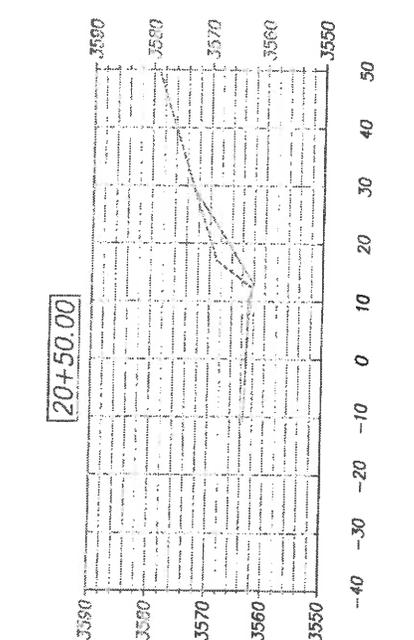
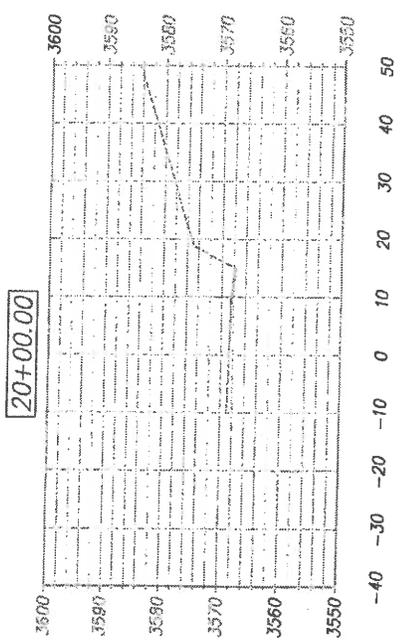
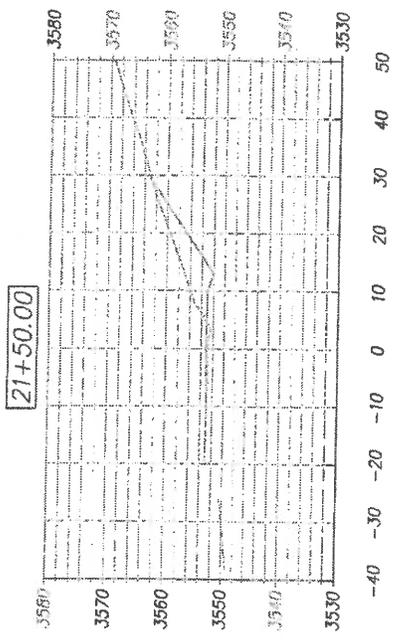
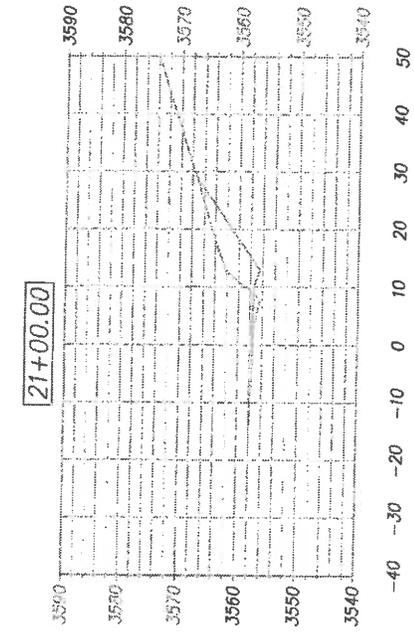
Gila County  
 Public Works  
 Steve Jackson, Director  
 248 N. New McLeod Way  
 Clark, AZ 85301  
 PHONE: 928-3381  
 FAX: 928-426-8104  
 DRAWN BY: MCG JOB NO. 0520013-07 DATE: 07/20/2013



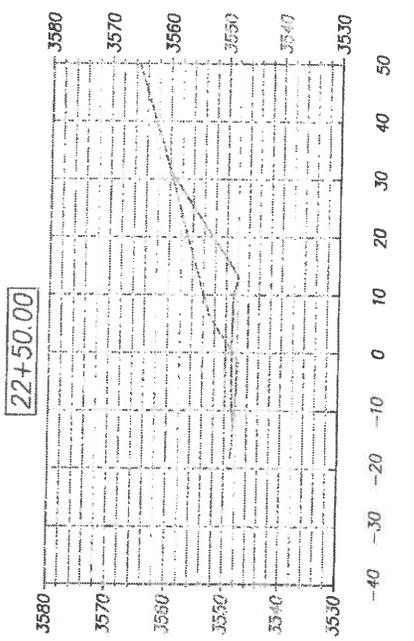
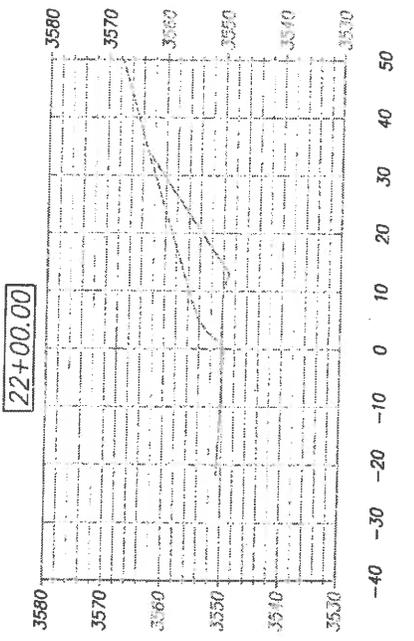
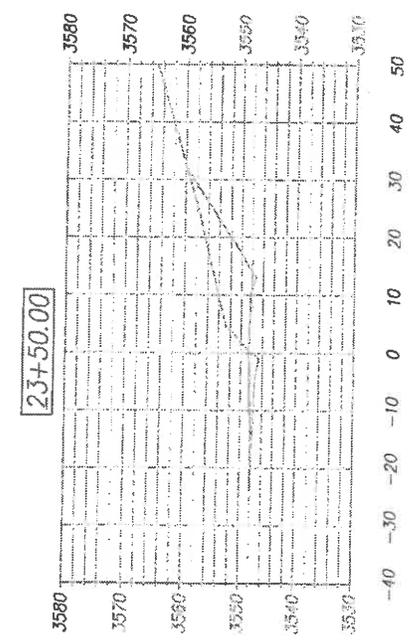
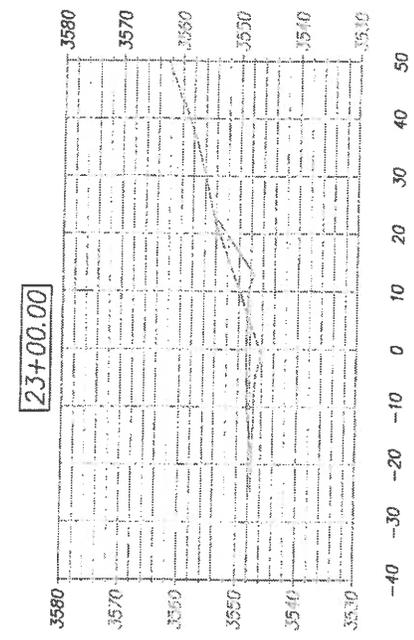
Gila County  
**Vertical Heights Road**  
 Proposed Plan View

Gila County  
 Public Works  
 City Engineer, Director  
 748 N. Buena Vista, 4th Fl.  
 Globe, AZ 85901  
 (928) 426-5321  
 FAX (928) 426-8184  
 DRAWN BY: MCS JOB NO. GC2013-07 DATE: 09/20/2013

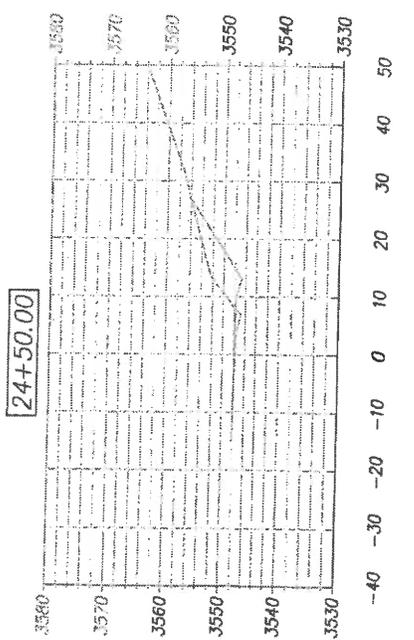
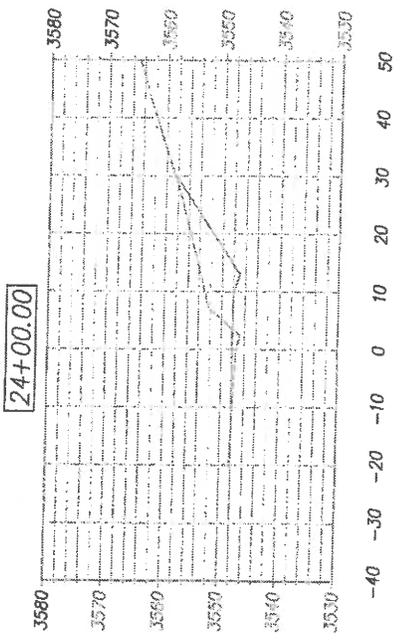
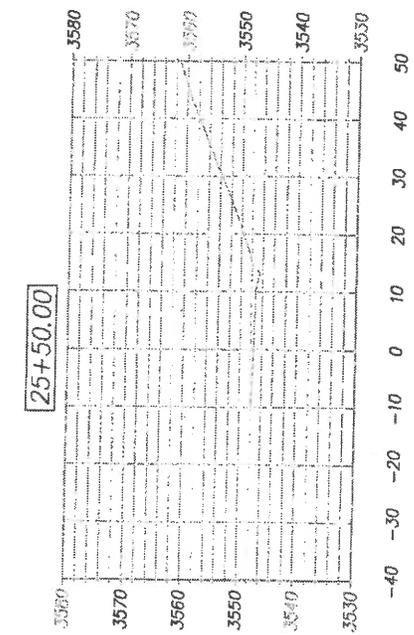
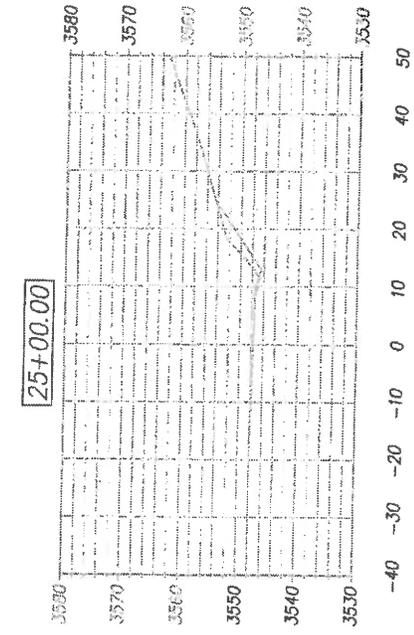
SHEET 1 OF 1



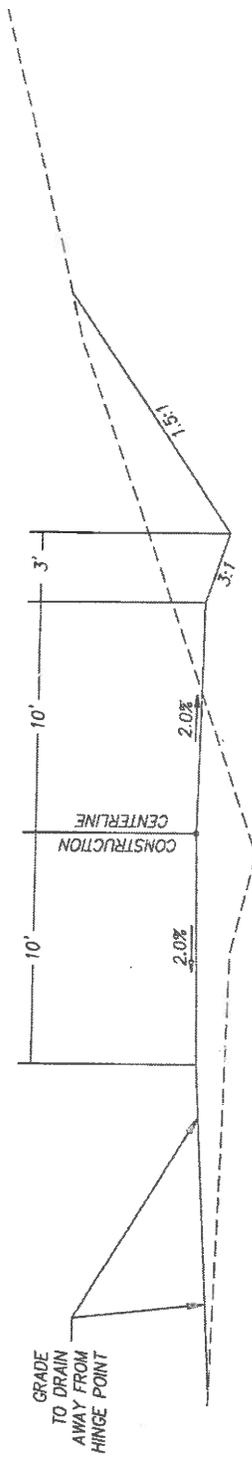
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 \_\_\_\_\_ FINISHED GRADE LINE



- - - - - EXISTING GROUND  
 \_\_\_\_\_ FINISHED GRADE LINE



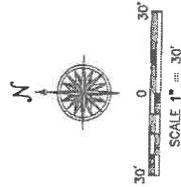
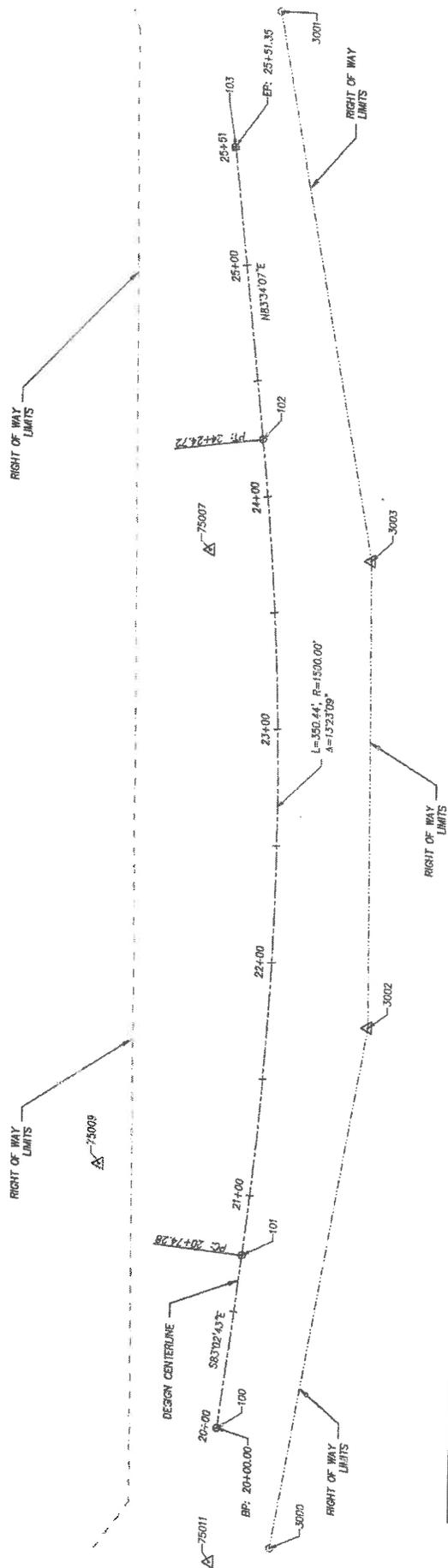
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 ——— = FINISHED GRADE LINE

TYPICAL SECTION

	<p>Gila County          Public Works          201 Pinal Street          Globe, AZ 86104</p>	<p>PROJECT NO. 00000-07          SHEET NO. 00000-07          DATE 07/20/18</p>	<p>SHEET 1 OF 1</p>
<p>Gila County          Vertical Heights Road</p>		<p>Typical Section</p>	



Point Table			
Point #	Merching	Elevation	Description
3000	63970.61	44170.97	0.00 RW
3001	63979.66	44830.23	0.00 RW
3002	63933.66	44333.67	3566.14 2 1/2" ALUMINUM CAP
3003	63936.41	44593.65	3563.38 2 1/2" ALUMINUM CAP
100	63994.54	44222.44	0.00 BP
101	63985.54	44296.17	0.00 PC
102	63983.95	44645.61	0.00 PT
103	63958.13	44771.64	0.00 EP
75007	61005.32	44698.26	3547.41 2 1/2" ALUMINUM CAP
75009	61046.99	44334.99	3545.40 2 1/2" ALUMINUM CAP
75011	63966.50	44155.03	3573.15 CHISELED X ON CONCRETE

Gila County  
 Public Works  
 Street and Sign  
 143 N. Iron Mountain Way  
 Globe, AZ 85501

Gila County  
 Vertical Heights Road  
 Geometry Sheet

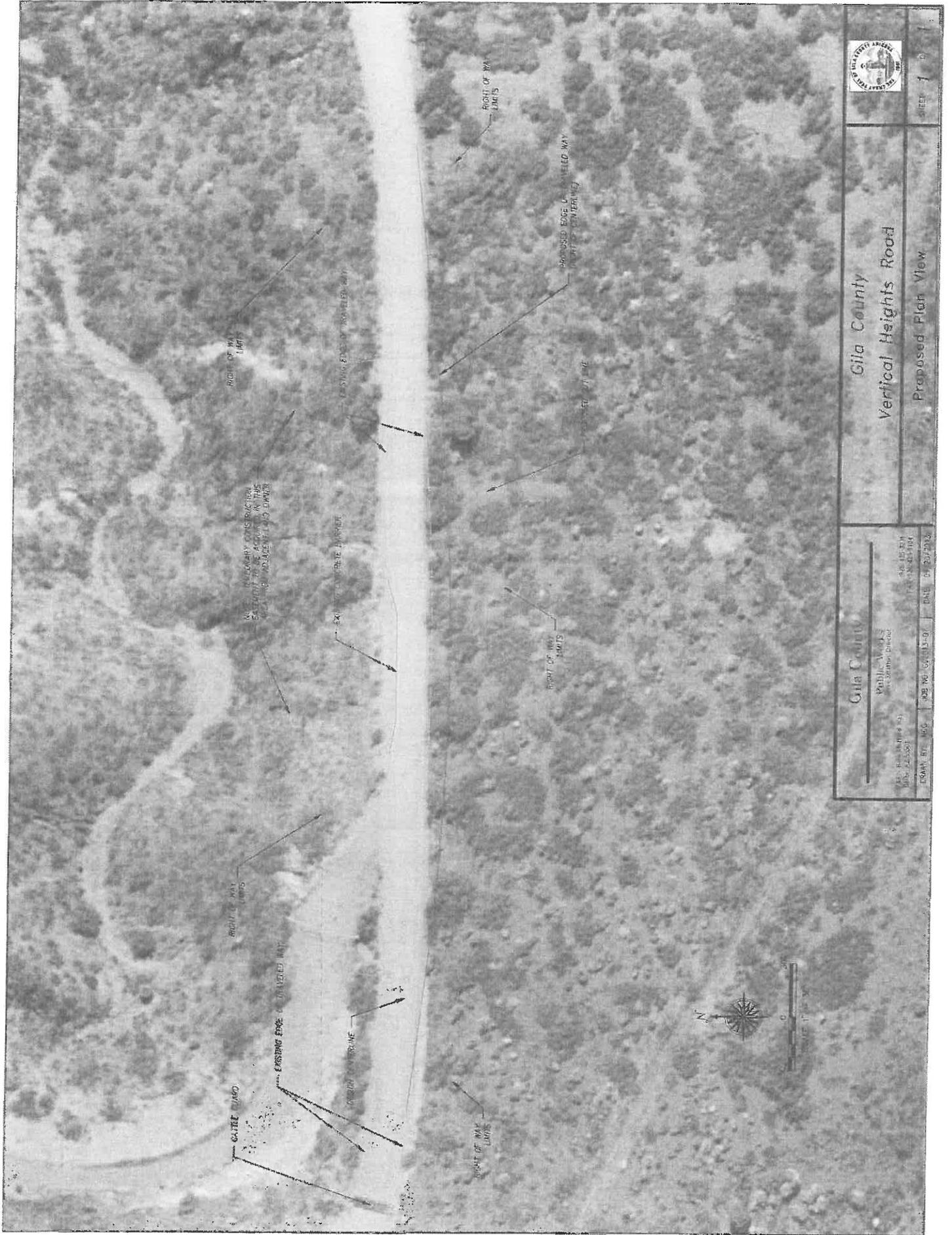


DATE: 09/20/2013  
 DRAWN BY: MCC  
 JOB NO. 622013-07  
 DATE: 09/20/2013  
 PUBLIC WORKS  
 STREET AND SIGN  
 143 N. IRON MOUNTAIN WAY  
 GLOBE, AZ 85501

Total Volume Table

Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cum. Fill Vol	Cum. Cut Vol
20+00.00	1.20	0.00	0.00	0.00	0.00	0.00
20+50.00	2.42	35.90	3.36	33.24	3.36	33.24
21+00.00	4.75	59.65	6.64	88.48	10.00	121.72
21+50.00	3.55	62.96	7.70	114.78	17.70	236.50
22+00.00	1.88	135.39	5.03	185.55	22.72	422.05
22+50.00	8.67	111.89	9.74	231.25	32.46	653.30
23+00.00	30.06	29.38	35.75	132.09	68.21	785.39
23+50.00	12.71	126.69	39.47	145.89	107.68	931.28
24+00.00	7.31	97.03	18.49	209.17	126.17	1140.45
24+50.00	3.92	50.42	10.40	136.53	136.57	1276.98
25+00.00	1.06	18.25	4.62	63.58	141.18	1340.56
25+50.00	0.00	0.00	0.98	16.90	142.17	1357.46

NOTE: QUANTITIES SHOWN ABOVE ARE APPROXIMATE AND ARE BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY.



Gila County  
 Vertical Heights Road  
 Proposed Plan View

SHEET 1 OF 1

Gila County  
 Public Works  
 Mr. Sarah Director  
 400 N. 1st St., Suite 100  
 Phoenix, AZ 85004  
 PHONE: (602) 257-1100  
 FAX: (602) 257-1100  
 DATE: 04/23/2018





**AMENDMENT NO. 1**

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

**PROFESSIONAL SERVICES AGREEMENT  
CIVIL CONTEMPT DEFENSE SERVICES**

**POLSINELLI SHUGHART, P.C.**

Effective April 17, 2013, Gila County and Polsinelli Shughart, P.C. entered into a contract whereby Polsinelli Shughart P.C. agreed to provide Civil Contempt Defense Services to Gila County.

Per Section XI-TERM, the contract expires on June 30, 2013. Amendment No. 1 will extend the contract term from July 1, 2013 to December 31, 2013.

Per Section XII-PAYMENT, the original contract amount for the Professional Services Agreement, was for a not to exceed amount of \$14,000.00 for the contract term, without prior written approval from the County. Amendment No. 1 will increase the total contract amount by Thirty-Five Thousand, Nine Hundred dollars (\$35,900.00), for a new total contract amount not to exceed Forty-Nine Thousand, Nine Hundred dollars (\$49,900.00) for the contract term of April 17, 2013 to December 31, 2013.

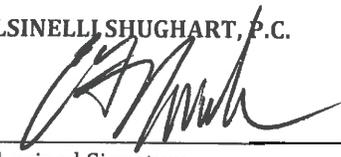
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**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 1 day of NOVEMBER, 2013.

**GILA COUNTY:**

  
Don E. McDaniel, Jr., County Manager

**POLSINELLI SHUGHART, P.C.**

  
Authorized Signature

Edward F. Novak  
Print Name

**APPROVED AS TO FORM**

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