PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, DECEMBER 3, 2013 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PUBLIC HEARINGS:**

   A. Information/Discussion/Action to adopt Resolution 13-12-01 to name a previously unnamed section of road in Tonto Basin as N. Santo Sandia Lane. **(Michael O'Driscoll)**

3. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to review all bids submitted for Call for Bids No. 102213-1 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2014; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Jeff Hessenius)**

   B. Information/Discussion/Action to adopt Resolution No. 13-12-02 accepting the grant of a Highway Easement Deed from the United States Department of Transportation, Federal Highway Administration for Forest Road 199, also known as Houston Mesa Road. **(Steve Sanders)**

   C. Information/Discussion/Action to adopt Resolution No. 13-12-03 accepting the grant of a Highway Easement Deed from the United States Department of Transportation, Federal Highway Administration for a portion of Forest Road 64, also known as Control Road. **(Steve Sanders)**

4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

   A. Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointment of J. Dee Flake, as Justice of the Peace Pro Tempore for Globe Regional Justice Court, all for the term of one (1) year (January 1, 2014, through December 31, 2014).

B. Approval of a Memorandum of Understanding between Gila County and Arizona Rim Realty, LLC, dba Prudential Arizona Realty to become an "Access Point" under the Workforce Investment Act for the period November 1, 2013, through October 31, 2014.

C. Approval of a Memorandum of Understanding between Gila County and Empowerment Systems, Inc. whereby Empowerment Systems, Inc. will become an "Access Point" under the Workforce Investment Act for the period November 1, 2013, through October 31, 2014.

D. Approval of a Weatherization Training Agreement (EW-ESA-14-4181-12) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Division of Community Services, Weatherization Program, whereby OEP will provide up to $5,000 for required staff training which will assist in implementing the Weatherization Program, effective upon signature by both parties, until June 30, 2014.

E. Approval of an E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Program, which is part of an application for FY 2013/2014 Community Development Block Grant (CDBG) funds, which if awarded, this form will be used to request release of funds for the period of November 1, 2013, through October 30, 2015.

F. Approval of a Memorandum of Understanding between Gila County Health and Emergency Services and the Arizona Department of Homeland Security (AZDOHS) to authorize the Arizona Strategic Enterprise Office of the Arizona Department of Administration, in coordination with AZDOHS to manage and implement the scope of AZDOHS Grant Agreement #130300-01 - Communications Unit Training award in the amount of $10,000.

G. Approval of a Memorandum of Understanding between Gila County Health and Emergency Services and the Arizona Department of Homeland Security (AZDOHS) to authorize the Arizona Department of Emergency Management in coordination with AZDOHS to manage and implement the scope of Grant Agreement No. 130300-02 - Regional NIMS Training Project in the amount of $20,739 for the period October 1, 2013, through September 30, 2104.

H. Acceptance of the FFY2013 Emergency Management Performance Grant (EMPG) No. EMW-2013-EP-000024 in the amount of $113,783 for the performance period October 1, 2012, through September 30, 2014, which replaces FFY2012 EMPG Grant No. EMW-2012-EP-00003.

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

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

K. Approval of the November 5, 2013, and November 19, 2013, Board of Supervisors meeting minutes.

L. Acknowledgement of Human Resources reports for the weeks of November 5, 2013, November 12, 2013, November 19, 2013, and November 26, 2013.

M. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of November 4, 2013, to November 8 2013; and November 11, 2013, to November 15, 2013.

N. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fairgrounds for a private wedding to be held on December 14, 2013.

O. Approval of finance reports/demands/transfers for the week(s) of November 26, 2013 and December 3, 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-2205 **Public Hearing 2. A.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Celena Cates, Rural Addressing Analyst, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Information

Request/Subject

Adoption of Resolution No. 13-12-01 to name an unnamed road in Tonto Basin as N Santo Sandia Lane.

Background Information

County resident Paul Detroia contacted Rural Addressing to obtain an address. Mr. Detroia plans to build a home on Assessor's parcel number 201-06-003Q and the parcel needed to be addressed for permitting purposes. It was determined that this parcel is located on an unnamed private road, and therefore, a petition was sent to owners of additionally affected properties seeking their input on a street name. Seventy-five (75%) of property owners responded with the proposed name of N. Santo Sandia Lane. A copy of the petition is attached to this item.

Evaluation

The road on which the parcel exists is a previously unnamed section of road that branches north off of another unnamed road near Forest Service Road 1396 located in Tonto Basin. The section is identified as W ½ NE ¼ SEC 11 T6N R10E.

A County Rural Addressing Analyst determined the GPS location of the property to be addressed and appropriately mapped the roadway. A map is attached to this item.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance, a public notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: November 6, 2013, and November 13, 2013. A copy of the publication is attached.

No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors adopt Resolution 13-12-01 naming a previously unnamed section of road in Tonto Basin as N. Santo Sandia Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution 13-12-01 to name a previously unnamed section of road in Tonto Basin as N. Santo Sandia Lane. **(Michael O'Driscoll)**

Attachments

Resolution

Publication

Area Map

Letter to Residents

Petition

RESOLUTION NO. 13-12-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED N. SANTO SANDIA LANE.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

N Santo Sandia Lane - Section 10 T1N R15E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 3rd day of December 2013.

Attest:

_____
Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman

Approved as to form:

_____
Bryan Chambers
Deputy Attorney Principal

PUBLIC NOTICE

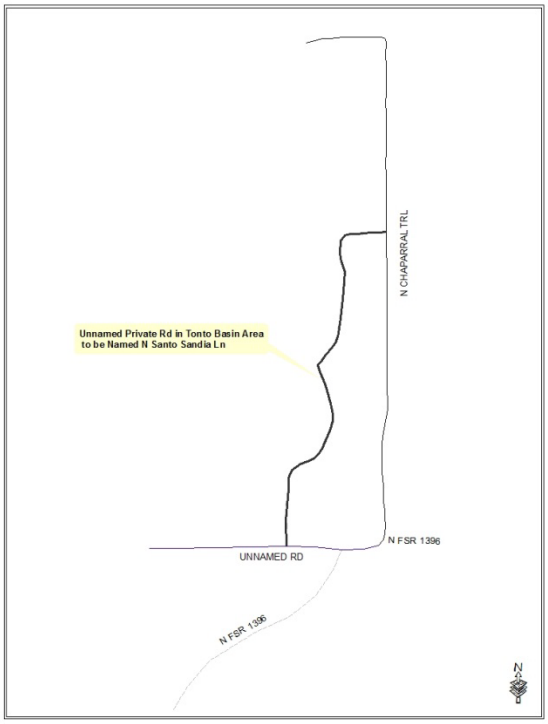
PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of unnamed road in the Tonto Basin area. The road will be named to: **N Santo Sandia Ln**.

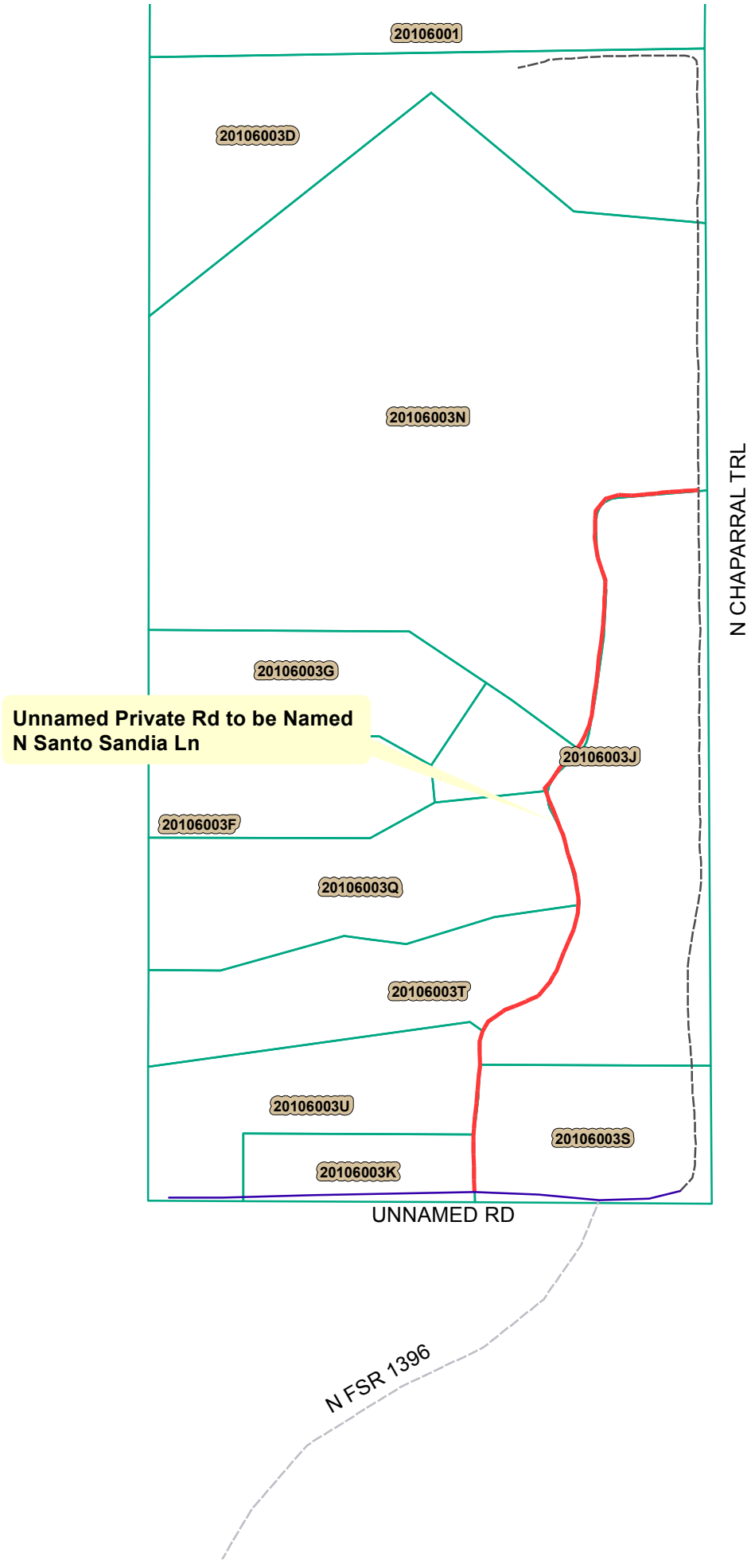
To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Wednesday, November 20, 2013 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name N Santo Sandia Ln is scheduled for December 03, 2013 is at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

Celena Cates
Rural Addressing Analyst
1(800) 304-4452 ext 8510
1(928) 402-8510
Publication Dates:
November 6, 2013
November 13, 2013

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20106003K
Unnamed Private Rd to be Named
N Santo Sandia Ln
N CHAPARRAL TRL
UNNAMED RD
N FSR 1396
N

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501

DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services

9-1-1 Rural Addressing

5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8510 or 928-402-8597
Fax: 928-425-7714

October 15, 2013

Dear Gila County Resident:

Gila County is in the process of naming a road in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 Telephone System Plan.

In order to accomplish this, our office has a name suggestion for the road that serves your property. It is **"N Santo Sandia Ln."** A map has been included showing the location of the road to be named. If you prefer a different road name, you must provide our office with a written suggestion within two weeks of this letter. It is also recommended to work with your neighbors to suggest a road name agreeable to all. Please do not use surnames.

If no suggestion is received; the road name assigned will be processed and sent to the County Attorney's office for review and then to the Board of Supervisors for approval.

If a suggestion is received; you will receive notification informing you of the review date set by the Board of Supervisor's, providing you with an opportunity to voice your objections of the proposed road name.

Please feel free to contact our Rural Addressing Analysts, Celena Cates at (928) 402-8510 or Steve McGill at (928) 402-8597, with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Celena Cates
Rural Addressing Analyst

cc/file

Voice: (928) 402-8510 ccates@gilacountyaz.gov Fax: (928) 425-7714

GILA COUNTY RURAL ADDRESSING

Please Return To:

CELENA CATES, ANALYST
GILA COUNTY 911 RURAL ADDRESSING
5515 S. APACHE AVE, SUITE 400, GLOBE.AZ. 85501

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT –OF –WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT –OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

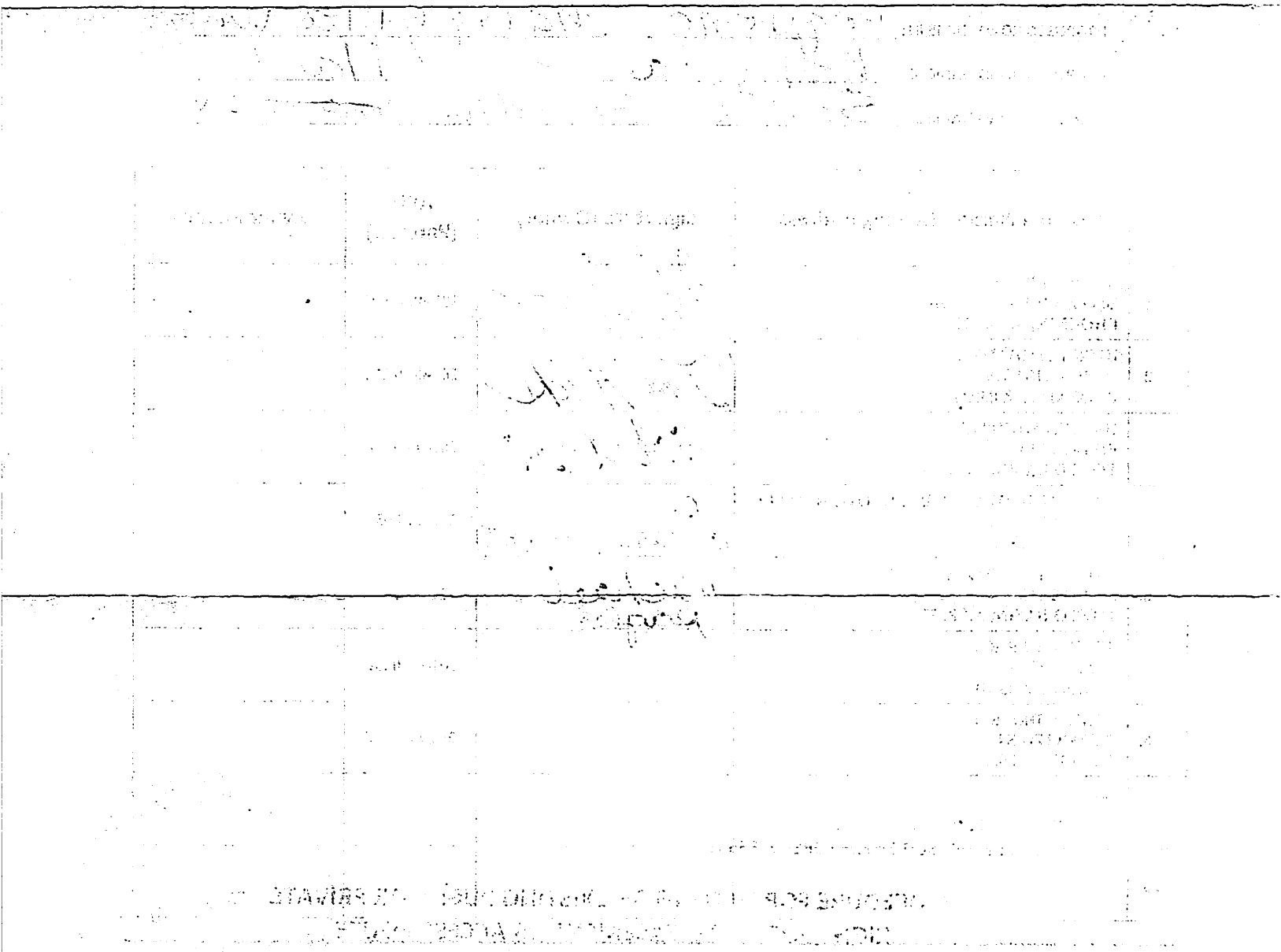
PROPOSED ROAD NAME #1: Pequeno Mariquita way

PROPOSED ROAD NAME #2: Memoria De Lila LN

PROPOSED ROAD NAME #3: Santo Sandia ~~Way~~ LN

	Owner Name / Mailing Address	Signature (Owner)	APN (Parcel #)	Owner Phone #
1.	DITROIA PAUL P 2030 E VILLA RITA DR PHOENIX, AZ 85022		201-06-003Q	
2.	HICKS TIMOTHY T 38705 N 21ST LN PHOENIX, AZ 85086		201-06-073A	
3.	HANICH MICHAEL PO BOX 214 TONTO BASIN, AZ 85553		201-06-073B	
5.	WOODARD DWAYNE D & BROWER TAFI L 112 N SULLEYS DR MESA, AZ 85205		201-06-003Z	
6.	PAGELER MICHAEL J PO BOX 713 TONTO BASIN, AZ 85553		201-06-061A	
7.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281		201-06-003F	
8.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281		201-06-003J	
9.				
10.				

GILA COUNTY
RECEIVED
SEP 20 2013
DEPT OF
EMERGENCY MANAGEMENT



GILA COUNTY RURAL ADDRESSING

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: N. Santo Sandia Ln

✓ **Assigned as requested**

_____ **Modified as follows:** _____

Submitted this 20 **day of** September **, 2013** [signature]

Rural Addresser

ARF-2218 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Marian Sheppard, Clerk, BOS	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Clerk of the Board of Supervisors		
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	1-1-13 through 12-31-14	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

2014 Contract Award for Annual Newspaper Advertising - Call for Bids No. 102213-1

Background Information

ARS 11-255 (A) states, "*The board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.*" Subsection (B) of that statute states, "*Written notice of letting the contract shall be deposited in the post office by the clerk of the board, postage prepaid, addressed to the office of each qualified newspaper within the county, at least ten days prior to the opening of bids, calling for written bids for the advertising, publications and printing required by all county departments during the ensuing year, and stating on what day the bids received will be opened.*"

Evaluation

On November 4, 2013, the bid specifications for this contract were sent by certified mail to the two newspapers; Arizona Silver Belt and Payson Roundup, which are qualified by statute to provide these services.
Those newspapers have, for at least one year, been admitted to the United States mail as second-class matter. A public notice of this Call for Bids was also published in the Arizona Silver Belt, the official newspaper of Gila County for 2013, on October 30, 2013.

Conclusion

Bids were opened by Jeannie Sgroi and Betty Hurst in Jeannie Sgrois' office at 10 a.m. on Friday, November 15, 2013, of which a summary of the bidders' names and qualifications is attached to this agenda item.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors review all bids submitted pertaining to Call for Bids No. 102213-1 and award a contract to the lowest and best bidder.

ARS 11-255 (D) states, "*The newspaper which is awarded the contract pursuant to subsection C may be referred to as the official newspaper of the county*."

Suggested Motion

Information/Discussion/Action to review all bids submitted for Call for Bids No. 102213-1 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2014; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Jeff Hessenius)**

Attachments

Call for Bids-Bid Call No. 102213-1

Public Notice for Call for Bids No. 102213-1

Certified Letters re Call for Bids No. 102213-1

Bids Submitted for Call for Bids No. 102213-1

Acceptance of Offer

Legal Explanation

PUBLIC NOTICE
GILA COUNTY CALL FOR BID
BID CALL 102213-1 NEWSPAPER ADVERTISING

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2014.

SUBMITTAL DUE DATE: 10:00 A.M., Arizona Time, Friday, November 15, 2013

RETURN BID TO:
GILA COUNTY FINANCE DEPARTMENT
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) ***must be addressed separately*** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors 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.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 22nd day of October 2013.

Signed: Jeannie Sgroi

Jeannie Sgroi, Contracts Support Specialist

NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the year January 1, 2014, through December 31, 2014.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

Specifications:

1. For publishing of **all** official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and **all** other matters deemed necessary by the County to be published.

2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.

3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.

4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.

5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6.
   Quote the total price to publish this ad one (1) time in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

   The Gila County Board of Supervisors will accept the lowest bid based on the **total** cost of the above ad and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
    a. Invoice Number
    b. Name of person and department that submitted the order
    c. Ad Type, i.e. Legal, Display, Classified, etc.
    d. Publication dates
    e. Calculation Format: Number of column inches x price per column inch equals SUBTOTAL x number of publications equals TOTAL INVOICE AMOUNT (example: 2 column inches x $3.00 per column inch = $6.00 x 2 publications = $12.00)

7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and best bidder. In determining who is the lowest "responsible bidder" for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder's facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Friday, November 15, 2013, at the offices of the Finance Department located at the Guerrero Building, 1400 E. Ash Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

CONTRACT NUMBER: 102213-1 Newspaper Advertising

Bidder Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Bidder _____ is now bound to provide the services listed in Bid Call No.: 102213-1 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 102213-1. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____ 2013

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____

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

ATTACHMENT "A"

Sample Publication Item:

INVITATION FOR BIDS
BID CALL NO. 102213-1

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501,** until **THURSDAY, SEPTEMBER 25, 2008, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1,** in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"RUSSELL ROAD/HOSPITAL DRIVE EXTENSION , GILA COUNTY, ARIZONA BID CALL NO. 070108-1".** All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed:_____ Date: ____/____/____

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

Signed: _____ Date: ____/____/____

Don E. McDaniel, County Manager

PUBLIC NOTICE
GILA COUNTY CALL FOR BID
BID CALL 102213-1 NEWSPAPER ADVERTISING

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2014.

SUBMITTAL DUE DATE: 10:00 A.M., Arizona Time, Friday, November 15, 2013

RETURN BID TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) ***must be addressed separately*** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors 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.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 22nd day of October 2013.

Signed: Jeannie Sgroi
Jeannie Sgroi, Contracts Support Specialist

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

GILA COUNTY

www.gilacountyaz.gov

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

November 04, 2013

Mr. Marc Marin, Publisher
Arizona Silver Belt
P.O. Box 31
Globe, Arizona 85502

Dear Mr. Marin:

Enclosed please find Gila County's Call for Bid number 102213-1, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2014, through December 31, 2014. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 10:00 A.M./M.S.T. on Friday, November 15, 2013.

For compliance purposes, please address bid specification item numbers separately in your bid. Should you have questions, Jeannie Sgroi can be reached at (928) 402-8612.

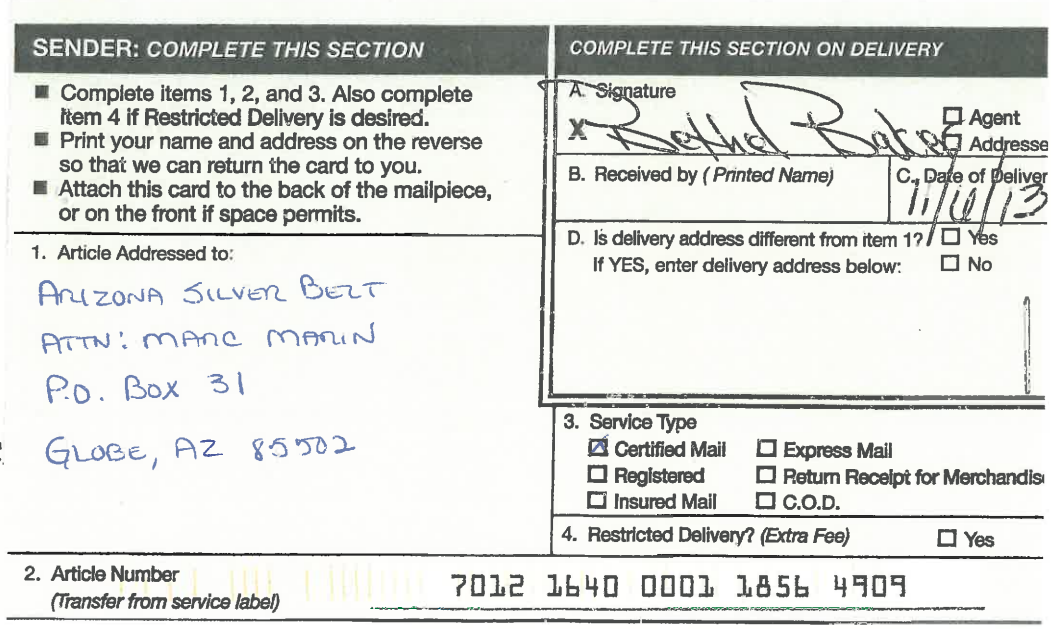
Sincerely,

Jeannie Sgroi
Contracts Support Specialist

/js

Enclosure

M. Sheppard, Chief Deputy C
L. Kline, Deputy Clerk



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
ARIZONA SILVER BELT
ATTN: MARC MARIN
P.O. BOX 31
GLOBE, AZ 85502

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Deliver 11/6/13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 1640 0001 1856 4909

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

GILA COUNTY

www.gilacountyaz.gov

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

November 4, 2013

Mr. John Naughton
Payson Roundup
P.O. Box 2520
Payson, Arizona 85547

Dear Mr. Naughton:

Enclosed please find Gila County's Call for Bid number 102213-1, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2014, through December 31, 2014. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 10:00 A.M./M.S.T. on Friday, November 15, 2013.

For compliance purposes, please address bid specification item numbers separately in your bid. Should you have questions, Jeannie Sgroi can be reached at (928) 402-8612.

Sincerely,

Jeannie Sgroi

Jeannie Sgroi
Contracts Support Specialist

/js

Enclosure

M. Sheppard, Chief Deputy Cl
L. Kline, Deputy Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PAYSON ROUNDUP
ATTN: JOHN NAUGHTON
P.O. BOX 2520
PAYSON, AZ 85547

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Patty Behm ☐ Agent ☐ Addresse

B. Received by (Printed Name) Patty Behm
C. Date of Deliver 11-6-13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 1640 0001 1856 4893

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

11-15-13
10:00 A.M.
PRESENT:
Jeannie Sgroi
Betty J. Hurst

CHECKLIST FOR ANNUAL NEWSPAPER CONTRACT
SEALED BIDS FOR 2014 CONTRACT YEAR
BID OPENING ON FRIDAY, NOVEMBER 15, 2013, AT 10:00 A.M.
GUERRERO CONFERENCE ROOM
Present: Jeannie Sgroi and Betty Hurst

NAME OF NEWSPAPER	**ITEM 1** Agrees to publish *all* official or legal notices, publications, classified advertisements & all other matters	**ITEM 2** Per ARS 11-255(C), *admitted for at least 1 year to the U.S. mail as second-class matter*	**ITEM 3** Per ARS 39-202(A), agrees to *provide an affidavit* of the publisher that the newspaper complies with provisions of ARS 39-201	**ITEM 4** Must be able to *electronically receive* County documents to be published via the Internet	**ITEM 5** Provide the *Per column Inch rate* to publish sample minutes **and** the *total cost*	**ITEM 6** Ensure that *Invoices are mailed to dept.* that submitted the publication order	**ITEM 7** Agrees to *publish on the date specified* by the submitting dept.
ARIZONA SILVER BELT	Yes	Yes	Yes	Yes	$3.30 per column inch Sample item = $29.70 plus 2% Sales tax = $30.29	Yes	Yes
PAYSON ROUNDUP	NO BID						

ARIZONA SILVER BELT

298 N. PINE ST.
GLOBE, AZ 85501
PHONE: 928.425.7121 FAX: 928-425-7121

Jeannie Sgroi
Gila County Finance Department
1400 E. Ash St.
Globe, AZ 85501

RE: Newspaper Advertising - Bid #102213-1

The Arizona Silver Belt is pleased to offer the following bid for printing of legal advertisements for the calendar year 2014.

1. The bid applies to the publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the Arizona Silver Belt has a second class mailing permit with the United States Post Office, and has had this permit continuously for many years. Our publication number is 0030-880.
3. Pursuant to A.R.S. §39-202(A), an affidavit showing that the Arizona Silver Belt complies with the provisions of section 39-201 accompanies this document.
4. The Arizona Silver Belt can receive materials and documents electronically from Gila County via the Internet at the following e-mail address: production@silverbelt.com. Items may also be faxed or mailed. All correspondence must be in by 3 p.m. the Friday prior to our Wednesday publication date.
5. The sample publication item is attached and the price, for one publication, with our bid of $3.30 per column inch, would be $29.70 as indicated in the margin of the sample. (Two percent sales tax must be added, bringing the total to $30.29).
6. Invoices will be mailed to the specific Gila County department that submitted the item for publication. Separate invoices with an assigned invoice number for each publication order will also be provided. The following information will be included on each invoice: Invoice Number, Name of Person and Department that submitted the order, Ad Type (i.e. Legal, Display, Classified, etc.), Publication Date(s), and a calculation showing how the price was computed (for example: 2 column inches x $3.30 per column inch = $6 x 2 publications = $6.60)
7. All publications will be published on the date specified by the requesting department, and no alternative date shall be used unless approved by the requesting party. The Arizona Silver Belt will be responsible for proofreading, except for camera-ready items.

The Arizona Silver Belt has been publishing in Arizona since 1878. Our offices and printing facilities are located at 298 N. Pine St., Globe, AZ 85501. The Arizona Silver Belt is published by Cobre Valley Publishing, Inc. and is under the umbrella of News Media Corporation, located in Rochelle, Illinois. The Arizona Silver Belt is published on Wednesdays and is distributed through mail, vendors and carriers. It is available at 29 locations.

The Arizona Silver Belt is pleased to submit a bid of $3.30 per column inch per insertion for all legal advertising display and classified advertising for calendar year 2014, as well as other advertising deemed necessary for the county. Two percent sales tax will be added to the total. Legal advertisements will be in 6 point Helvetica type.

Thank you for your consideration of the Arizona Silver Belt.

Sincerely,

Marc Marin,
Publisher

9" x $3.30 = $29.70

plus 2% tax = $30.29

INVITATION FOR BIDS
BID CALL NO. 102213-01

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501,** until **THURSDAY, SEPTEMBER 25, 2008L3:00 PM/MST,** for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1,** in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MSTo The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1".** All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed: _____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney
Date: ___/___/___

Signed: _____
Don E. McDaniel, County Manager
Date: ___/___/___

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

CONTRACT NUMBER: 102213-1 Newspaper Advertising

Bidder Submitting Proposal:

Arizona Silver Belt
Company Name

298 N. Pine St.
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Marc Marin

Phone No.: 928-425-7121

Fax 928-425-7001

Email: publisher@silverbelt.com

Signature of Authorized Person to Sign

Marc Marin
Printed Name

Publisher
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

Affidavit of Publication

State of Arizona
County of Gila

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described __√_legal, or ___ advertising was duly published.

U.S. POSTAL SERVICE STATEMENT OF OWNERSHIP, MANAGEMENT AND CIRCULATION
(All Periodicals Publications Except Requester Publications)

1. Publication Title: Arizona Silver Belt
2. Publication Number: 030-880.
3. Filing Date: 10-1-13.
4. Issue Frequency: Weekly.
5. Number of Issues Published Annually: 52.
6. Annual Subscription Price: $44.25 In County, $50.85 Out of County.
7. Complete Mailing Address of Known Office of Publication: P.O. Box 31, Globe, Arizona 85502.
Contact Person: Marc Marin
Telephone: 928-425-7121.

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the __√_ Arizona Silver Belt newspaper, and/or the __√__ San Carlos Apache Moccasin newspaper.
The dates of publication being as follows, to wit:

October 9, 2013

Marc Marin
Publisher

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **October 9, 2013,** by Marc Marin.

Notary Public

My Commission Expires:
December 31, 2015

BETHEL JEAN BAKER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
December 31, 2015

U.S. POSTAL SERVICE STATEMENT OF OWNERSHIP, MANAGEMENT AND CIRCULATION
(All Periodicals Publications Except Requester Publications)

1. Publication Title: Arizona Silver Belt
2. Publication Number: 030-880.
3. Filing Date: 10-1-13.
4. Issue Frequency: Weekly.
5. Number of Issues Published Annually: 52.
6. Annual Subscription Price: $44.25 In County, $50.85 Out of County.
7. Complete Mailing Address of Known Office of Publication: P.O. Box 31, Globe, Arizona 85502.
Contact Person: Marc Marin
Telephone: 928-425-7121.
8. Complete Mailing Address of Headquarters of General Business Office of Publisher: 211 Highway 38 E. Rochelle, IL 61068.
9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor:
Publisher, Marc Marin, 351 E. Cedar St., Globe, AZ 85501.
Editor: Same as above.
Managing Editor: Same as above.
10. Owner:
John C. and Cynthia L. Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
R. Michael Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
John W. Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
Trina McNeilly, 211 Highway 38 E., Rochelle, IL 61068.
Amy Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
11. Known Bondholders, Mortgages, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities: Wells Fargo Bank, Sixth and Maravette, Minneapolis, MN 55479.
12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates). The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes: Has Not Changed During Preceding 12 Months.
13. Publication Name: Arizona Silver Belt.
14. Issue Date for Circulation Data Below: September 11, 2013.
15. Extent and Nature of Circulation - Average No. Copies Each Issue During Preceding 12 Months-No. Copies of Single Issue Published Nearest to Filing Date:
a. Total No. of Copies (Net Press Run): 2,713/2,689.
b. Paid Circulation (By Mail and Outside by Mail):
(1) Mailed Outside-County Paid Subscriptions stated on PS Form 3541 *(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)* 301/288.
(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 *(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)* 518/511.
(3) Paid Distribution Outside the Mails including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS® 1,388/1,372.
(4) Paid Distributed by Other Mail Classes Through the USPS (e.g. First-Class Mail®): 0/0.
c. Total Paid Distribution: (Sum of 15b (1), (2), (3), and (4): 2,207/2,171.
d. Free or Nominal Rate Distribution (by Mail and Outside the Mail):
(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541 10/10.
(2) Free or Nominal Rate In-County Copies included on PS Form 3541 6/6.
(3) Free or Nominal Rate

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Bidder **Arizona Silver Belt** is now bound to provide the services listed in Bid Call No.: 102213-1 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 102213-1. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____ 2013

_____
Michael A. Pastor, Chairman of the Board

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-2213 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering

Information

Request/Subject

Adoption of Resolution No. 13-12-02 Accepting a Highway Easement Deed for Houston Mesa Road

Background Information

On March 22, 1976, at Docket 397, Pages 941-952 Gila County accepted a grant of easement from the United States of America acting by and through the Forest Service, Department of Agriculture for Forest Road 199, Houston Mesa Road.

Recently the Central Federal Lands Highway Division of the Federal Highway Administration (CFLHD) and the Tonto National Forest approached Gila County asking if Gila County would update the existing easement with a Highway Easement Deed (HED).

Evaluation

Replacing the existing easement with a HED will not have a negative impact on the County or the public who use the road.

Conclusion

The level of service the County performs on the road will remain the same.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 13-12-02 accepting a HED from CFLHD for the Houston Mesa Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-12-02 accepting the grant of a Highway Easement Deed from the United States Department of Transportation, Federal Highway Administration for Forest Road 199, also known as Houston Mesa Road. **(Steve Sanders)**

Attachments

Resolution 13-12-02 Houston Mesa Rd

Highway Easement Deed for Houston Mesa Road

RESOLUTION NO. 13-12-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING THE GRANT OF A HIGHWAY EASEMENT DEED FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION FOR FOREST ROAD 199, ALSO KNOWN AS HOUSTON MESA ROAD

WHEREAS, the United States Department of Transportation, Federal Highway Administration has agreed to grant Gila County a one-hundred foot wide Highway Easement Deed; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the foregoing Highway Easement Deed upon the terms and conditions set forth therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Gila County Board of Supervisors does hereby accept a Highway Easement Deed upon the terms and conditions set forth therein from the United States Department of Transportation, Federal Highway Administration for Forest Road 199, also known as Houston Mesa Road, and authorizes the Chairman to execute the document on behalf of Gila County.

PASSED AND ADOPTED this 3rd day of December 2013.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman of the Board

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

RECORDING REQUESTED BY)
AND RETURN TO:)
)
)
)
)
)
)
)
)
)

HIGHWAY EASEMENT DEED

THIS DEED, made this _____ day of _____, 2013, by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the County of Gila, State of Arizona, hereinafter referred to as the Grantee, and as the Highway Agent after its acceptance of the highway:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 USC Section 317), for the right of way of a highway over certain land owned by the United States in the State of Arizona, which is under the jurisdiction of the Department of Agriculture, U.S. Forest Service; and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for Forest Road 199, Houston Mesa Road; and

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer of a right-of-way easement by the Department, over the land to the Grantee; and

NOW THEREFORE, the Department, as authorized by law, does hereby grant to the Grantee, in perpetuity, a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the existing highway and use of the space above and below the established grade line of the highway for highway transportation purposes, across, and upon the following described land of the United States within the Tonto National Forest, Gila County, State of Arizona, and being situated upon portions of land within the following Townships and Ranges of the Gila & Salt River Base and Meridian:

Township 11½ North, Range 10 East
Sections 24, 25, 35 & 36
Township 11 North, Range 10 East
Sections 1, 2, 11, 12, 13, 14, 23, 24, 26 & 27

Forest Road 199, Houston Mesa Road, is more particularly described on the attached Exhibits 2 and 2A.

If any subsequent survey of said existing Houston Mesa Road shows that any portion crosses National Forest System land not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Subject to the following terms, conditions, and covenants:

1. This right-of-way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain additional rights as may be necessary relating to any such outstanding valid claims.

2. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.

3. Consistent with highway safety standards, the Grantee shall:

    a. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;

    b. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.

4. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.

5. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.

6. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:

a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;

b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.

7. The discovery of a use by the Grantee incompatible with that described in this deed may terminate the easement and vest title in the United States. Upon notification of such termination, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the vesting of title in the United States.

8. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

IN WITNESS WHEREOF, I, _____, Division Engineer, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

_____
Federal Highway Administration
Division Engineer

County of Jefferson State of Colorado,
Before me personally appeared said _____and acknowledged the foregoing instrument to be his free act and deed this ___ day of _____, 20___.

(Seal)

_____
Notary Public
My commission expires _____

Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Gila, State of Arizona, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. This is to certify that the interest in real property conveyed by the within deed or grant dated _____, from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration to the County of Gila, a political subdivision, is hereby accepted by the Gila County Board of Supervisors.

GILA COUNTY, GRANTEE

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman of the Board

Approved as to form:

_____

Bryan Chambers, Deputy Attorney Principal

ACKNOWLEDGMENT

State of Arizona)
)ss.
County of Gila)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors and Marian Sheppard, Clerk of the Board, known to me to be the individuals which executed the foregoing instrument and acknowledged the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____

Name (Printed)_____

Notary Public for the State of _____

My Commission Expires _____

Exhibit 01

Operation, Maintenance, and Construction Stipulations

1. Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.

2. The right-of-way should be nonexclusive with the FS retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The FS shall consult with the Highway Agent on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.

3. The FS will retain the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Highway Agent will notify the FS which timber or other resource materials within the appropriation are scheduled to be removed and the FS will determine whether a timber sale or other authorization for removal is appropriate.

4. All signing within the right of way will be installed and maintained by the Highway Agent. The Highway Agent will provide signs to mark National Forest System boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest System information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Highway Agent will install displays (panels or posters), furnished by the FS, at Interstate rest stops near National Forests.

5. The FS may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and re-vegetation with nonnative species.

6. The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right of way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-47011), and State laws where applicable.

7. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities. Provided that the right of the Forest Service to use, or authorize the use of, any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration regulations issued pursuant thereto, or would interfere with the free flow of traffic, or impair the full use and safety of the highway, and, in any case, the Grantee and the Federal Highway Administration shall be

consulted prior to the exercise of such rights. And provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

8. Consistent with highway safety standards, the Grantee shall:

    a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right of way outside of construction limits.

    b. Provide for the prevention and control of soil erosion within the right of way and adjacent lands that might be affected by the construction, operation, or maintenance of the existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for re-vegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway. The Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

9. The Grantee shall establish no borrow, sand, or gravel pits, stone quarries, permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans and first obtaining approval of the Regional Forester.

10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right of way to be chemically treated.

11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification, the Forest Service will either (1) accept the highway as is, or (2) require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and acceptance of same by the Forest Service, the Grantee will notify the Department, in writing, of the relinquishment. Upon receipt of this notice of relinquishment, by the Department, the lands appropriated will immediately revert to the United States without further legal action.

Exhibit 2

The termini of Forest Road 199, Houston Mesa Road, being described as follows:

Beginning at the intersection of said road with the North line of Section 24, Township 11½ North, Range 10 East, also being the North line of said Township, and proceeding southerly and southwesterly to the intersection of said road with State Highway 87 located in the West Half of Section 27, Township 11 North, Range 10 East.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, NAD 83, Arizona Zone (AZ83-E, 0201)

Positions for Public Land Survey corners are based on state plane coordinates derived from the Bureau of Land Management Geographic Coordinate Data Base (GCDB).

COORDINATE LIST

Northwest Corner of Section 24, Township 11½ North, Range 10 East
N = 1,229,825 E = 360,811

West Quarter Corner of Section 27, Township 11 North, Range 10 East
N = 1,190,921 E = 349,788

Said easement being more particularly described as follows:

A strip of land 100 feet wide, the sidelines of which are parallel with and 50 feet each side of the centerline of said Houston Mesa Road, across the following parcel, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, and also are to begin and end at the cited lines:

Parcel 1
Beginning at the intersection of said centerline with the North line of said Section 24, said intersection being located South 89°59' East, 2005 feet from Northwest Quarter of said Section 24; Thence along said centerline to its intersection State Highway 87, said intersection being located North 87°54' East, 1170 feet from the West Quarter Corner of said Section 27.

Together with the following:

A spur, for ingress and egress, to Mesa Del Caballo Subdivision, located in Sections 23 &24 T 11 N, R 10 E, Gila & Salt River Base &Meridian, as described in Docket 397, Page 950 in the Official Records of Gila County.

A spur, for ingress and egress, to Freedom Acres Subdivision, located in Section 11, T 11 N, R 10 E, Gila & Salt River Base &Meridian, as described in Docket 397, Page 951 in the Official Records of Gila County.

A spur, for ingress and egress, to Beaver Valley Subdivision, located in Section 35, T 11 N, R 10 E, Gila & Salt River Base & Meridian, as described in Docket 397, Page 952 in the Official Records of Gila County.

Excepting therefrom:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said existing road except for those described above.

Also any portion of said easement upon non-National Forest land.

The road traverses approximately 10.3 miles of roadway situated upon National Forest System land, encompassing an area of 125 acres, more or less, within the easement corridor.

Begin Houston Mesa Road Easement
Whispering Pines Subdivision
EXHIBIT 2A
HOUSTON MESA ROAD
TONTO NATIONAL FOREST
N
NOT TO SCALE
24
25
35
36
2
1
11
12
Twp. 11½ N., Rge. 10 E.
Twp. 11 N., Rge. 10 E.
Twp. 11½ N., Rge. 10 E.
Twp. 11½ N., Rge. 11 E.
Twp. 11 N., Rge. 10 E.
Twp. 11 N., Rge. 11 E.

EXHIBIT 2A
SHEET 2

14

13

23

24

Twp. 11 N., Rge. 10 E.

Twp. 11 N., Rge. 11 E.

27

26

Payson

End Houston Mesa Road
Easement

87

ARF-2214 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering

Information

Request/Subject

Adoption of Resolution No. 13-12-03 authorizing the Chairman to sign a Highway Easement Deed for a portion of Forest Road 64, Control Road

Background Information

On March 23, 1988, at Docket 729, Pages 957-972, Gila County Records. Gila County accepted a grant of easement from the United States of America acting by and through the Forest Service, Department of Agriculture for a portion of Forest Road 64, Control Road. Recently the Central Federal Lands Highway Division of the Federal Highway Administration (CFLHD) and the Tonto National Forest approached Gila County asking if Gila County would update the existing easement with a Highway Easement Deed (HED).

Evaluation

Replacing the existing easement with a HED will not have a negative impact on the County or the public who use the road.

Conclusion

The level of service the County performs on the road will remain the same.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 13-12-03 accepting a HED from CFLHD for a portion of the Control Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-12-03 accepting the grant of a Highway Easement Deed from the United States Department of Transportation, Federal Highway Administration for a portion of Forest Road 64, also known as Control Road. **(Steve Sanders)**

Attachments

Resolution 13-12-03 Control Rd

Highway Easement Deed for Control Road

RESOLUTION NO. 13-12-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING THE GRANT OF A HIGHWAY EASEMENT DEED FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION FOR A PORTION OF FOREST ROAD 64, ALSO KNOWN AS CONTROL ROAD

WHEREAS, the United States Department of Transportation, Federal Highway Administration has agreed to grant Gila County a one-hundred foot wide Highway Easement Deed; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the foregoing Highway Easement Deed upon the terms and conditions set forth therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Gila County Board of Supervisors does hereby accept a Highway Easement Deed upon the terms and conditions set forth therein from the United States Department of Transportation, Federal Highway Administration for a portion of Forest Road 64, also known as Control Road, and authorizes the Chairman to execute the document on behalf of Gila County

PASSED AND ADOPTED this 3rd day of December 2013.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman of the Board

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

RECORDING REQUESTED BY)
AND RETURN TO:)
)
)
)
)
)
)
)
)
)

HIGHWAY EASEMENT DEED

THIS DEED, made this _____ day of _____, 2013, by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the County of Gila, State of Arizona, hereinafter referred to as the Grantee, and as the Highway Agent after its acceptance of the highway:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 USC Section 317), for the right of way of a highway over certain land owned by the United States in the State of Arizona, which is under the jurisdiction of the Department of Agriculture, U.S. Forest Service; and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for Forest Road 64, Control Road; and

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer of a right-of-way easement by the Department, over the land to the Grantee; and

NOW THEREFORE, the Department, as authorized by law, does hereby grant to the Grantee, in perpetuity, a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the existing highway and use of the space above and below the established grade line of the highway for highway transportation purposes, across, and upon the following described land of the United States within the Tonto National Forest, Gila County, State of Arizona, and being situated upon portions of land within the following Townships and Ranges of the Gila & Salt River Base and Meridian:

Township 11 North, Range 12 East

Sections 29 & 30
Township 11 North, Range 11½ East
Sections 5, 6 & 8
Township 11 North, Range 11 East
Section 1
Township 11½ North, Range 11 East
Sections 35 & 36

Forest Road 64, Control Road, is more particularly described on the attached Exhibits 2 and 2B.

If any subsequent survey of said existing Control Road shows that any portion crosses National Forest System land not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Subject to the following terms, conditions, and covenants:

1. This right-of-way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain additional rights as may be necessary relating to any such outstanding valid claims.

2. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.

3. Consistent with highway safety standards, the Grantee shall:

    a. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;

    b. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.

4. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.

5. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.

6. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:

a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;

b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.

7. The discovery of a use by the Grantee incompatible with that described in this deed may terminate the easement and vest title in the United States. Upon notification of such termination, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the vesting of title in the United States.

8. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

IN WITNESS WHEREOF, I, _____, Division Engineer, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

_____
Federal Highway Administration
Division Engineer

County of Jefferson State of Colorado,
Before me personally appeared said _____and acknowledged the foregoing instrument to be his free act and deed this ___ day of _____, 20___.

(*Seal)*

_____
Notary Public
My commission expires _____

Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Gila, State of Arizona, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. This is to certify that the interest in real property conveyed by the within deed or grant dated _____, from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration to the County of Gila, a political subdivision, is hereby accepted by the Gila County Board of Supervisors.

GILA COUNTY, GRANTEE

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman of the Board

Approved as to form:

_____

Bryan Chambers, Deputy Attorney Principal

ACKNOWLEDGMENT

State of Arizona)
)ss.
County of Gila)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors and Marian Sheppard, Clerk of the Board, known to me to be the individuals which executed the foregoing instrument and acknowledged the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____

Name (Printed)_____

Notary Public for the State of _____

My Commission Expires _____

Exhibit 01

Operation, Maintenance, and Construction Stipulations

1. Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.

2. The right-of-way should be nonexclusive with the FS retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The FS shall consult with the Highway Agent on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.

3. The FS will retain the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Highway Agent will notify the FS which timber or other resource materials within the appropriation are scheduled to be removed and the FS will determine whether a timber sale or other authorization for removal is appropriate.

4. All signing within the right of way will be installed and maintained by the Highway Agent. The Highway Agent will provide signs to mark National Forest System boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest System information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Highway Agent will install displays (panels or posters), furnished by the FS, at Interstate rest stops near National Forests.

5. The FS may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and re-vegetation with nonnative species.

6. The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right of way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-47011), and State laws where applicable.

7. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities. Provided that the right of the Forest Service to use, or authorize the use of, any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration regulations issued pursuant thereto, or would interfere with the free flow of traffic, or impair the full use and safety of

the highway, and, in any case, the Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights. And provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

8. Consistent with highway safety standards, the Grantee shall:

    a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right of way outside of construction limits.

    b. Provide for the prevention and control of soil erosion within the right of way and adjacent lands that might be affected by the construction, operation, or maintenance of the existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for re-vegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway. The Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

9. The Grantee shall establish no borrow, sand, or gravel pits, stone quarries, permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans and first obtaining approval of the Regional Forester.

10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right of way to be chemically treated.

11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification, the Forest Service will either (1) accept the highway as is, or (2) require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and acceptance of same by the Forest Service, the Grantee will notify the Department, in writing, of the relinquishment. Upon receipt of this notice of relinquishment, by the Department, the lands appropriated will immediately revert to the United States without further legal action.

Exhibit 2

The termini of Forest Road 64, Control Road, being described as follows:

Beginning at the intersection of said road with State Highway 260 located in Government Lot 1 of Section 29, Township 11 North, Range 12 East and proceeding westerly and northwesterly to its intersection with National Forest Road 149 located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 11½ North, Range 11 East.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, NAD 83, Arizona Zone (AZ83-E, 0201)

Positions for Public Land Survey corners are based on state plane coordinates derived from the Bureau of Land Management Geographic Coordinate Data Base (GCDB).

COORDINATE LIST

Northwest Corner of Section 29, Township 11 North, Range 12 East
N = 1,208,260 E = 412,714

Northeast Corner of Section 35, Township 11½ North, Range 11 East
N = 1,219,479 E = 392,179

Said easement being more particularly described as follows:

A strip of land 100 feet wide, the sidelines of which are parallel with and 50 feet each side of the centerline of said Control Road, across the following parcel, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, also are to begin and end at the cited lines:

Parcel 1
Beginning at the intersection of said centerline with State Highway 260, said intersection being located North 77°39’ East, 778 feet from the Northwest Corner of said Section 29; Thence along said centerline to its intersection with National Forest Road 149, said intersection being located South 74°04’ West, 1865 feet from the Northeast Corner of said Section 35.

Excepting therefrom:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said existing road.

Also any portion of said easement upon non-National Forest land.

The road traverses approximately 6 miles of roadway situated upon National Forest System land, encompassing an area of 72 acres, more or less, within the easement corridor.

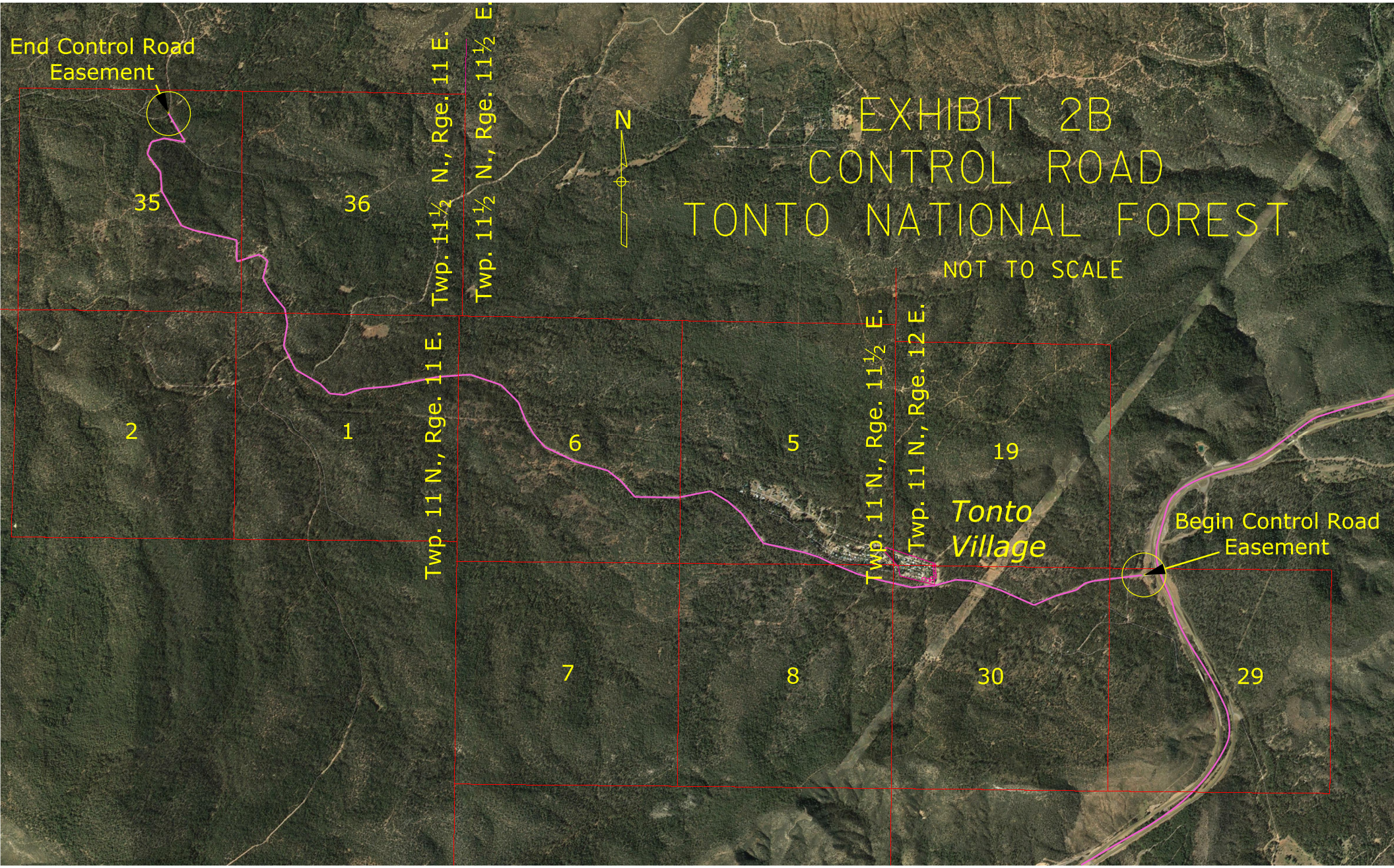


EXHIBIT 2B
CONTROL ROAD
TONTO NATIONAL FOREST
NOT TO SCALE
N
End Control Road Easement
Begin Control Road Easement
Tonto Village
35
36
2
1
6
5
19
7
8
30
29
Twp. 11½ N., Rge. 11 E.
Twp. 11½ N., Rge. 11½ E.
Twp. 11 N., Rge. 11 E.
Twp. 11 N., Rge. 11½ E.
Twp. 11 N., Rge. 12 E.

ARF-2207 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Peter Cahill, Superior Court Judge	Submitted By:	Coleen Stevens, Administrative Assistant, Superior Court
Department:	Superior Court	Division:	Superior Court Administration

Information

Request/Subject

2014 Re-appointments of Justices of the Peace Pro Tempore for Payson and/or Globe Regional Justice Courts in Gila County.

Background Information

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of the following individuals for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales.

Re-appointment of John Perlman for Payson Regional Justice Court.

Re-appointment of J. Dee Flake for Globe Regional Justice Court.

These Justices of the Peace Pro Tempore for Payson and/or Globe (as indicated above) Regional Justice Courts in Gila County will serve for the term of one (1) year (January 1, 2014 through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, pursuant to A.R.S. 22-121, the following reappointments are being requested for Justice of the Peace Pro Tempore for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; reappointment of John Perlman for Payson Regional Justice Court; re-appointment of J. Dee Flake for Globe Regional Justice Court; to serve from time to time as requested and subject to the availability of funds of the Justice Courts. The term of these appointments shall be for one (1) year (January 1, 2014, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Conclusion

The Presiding Judge of the Superior Court in Gila County has requested the re-appointments of the individuals listed above pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases.

Recommendation

Presiding Judge Peter J. Cahill recommends the Gila County Board of Supervisors approve the following reappointments for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, Paul Julien, Paul Larkin, Ronnie O. McDaniel, Gary Scales; reappointment of John Perlman for Payson Regional Justice Court; reappointment of J. Dee Flake, for Globe Regional Justice Court, in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases.

Suggested Motion

Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointment of J. Dee Flake, as Justice of the Peace Pro Tempore for Globe Regional Justice Court, all for the term of one (1) year (January 1, 2014, through December 31, 2014).

Attachments

2014 BOS APPROVAL FORMS

2014 ADMIN ORDERS - JP PRO TEM

PJ MEMO TO BOS

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Charles Adornetto** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Don Calender** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **J. Dee Flake** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Larkin** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Gary Scales** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Perlman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Rebecca Baeza** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Ronnie O. McDaniel** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT	ADMINISTRATIVE ORDER No. AO PJC - 20130012

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Ronnie O. McDaniel** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2014 through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Ronnie O. McDaniel
P.O. Box 1
Payson, Arizona 85547

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. 40 PJC - 20130011

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Rebecca Baeza** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Rebecca Baeza
Globe Regional Justice Court
Gila County Courthouse

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. AO PJC -20130010

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Don Calendar** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Don Calendar
669 W. Carter Dr.,
Tempe, Arizona

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE)
REAPPOINTMENT OF JUSTICE OF)
THE PEACE PRO TEMPORE FOR)
GLOBE REGIONAL JUSTICE)
COURT AND PAYSON REGIONAL)
JUSTICE COURT)

ADMINISTRATIVE ORDER
No. 40 PJC - 20130009

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. 22-121, reappointing **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Paul Julien
195 E. Yvon Dr.
Tucson AZ 85704

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. 40 PJC - 20130008

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing the **Honorable J. Dee Flake** Justice of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge
PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. J. Dee Flake
P.O. Box 2797
Globe, Arizona 85502

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. AO PJC -20130000 7

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing the **Honorable Gary V. Scales** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Honorable Gary V. Scales
Gila County Courthouse

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. AO PJC - 20130006

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Paul Larkin** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested, subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Paul Larkin
1155 South 132nd St
Gilbert, AZ 85233

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE REAPPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR PAYSON REGIONAL JUSTICE COURT

ADMINISTRATIVE ORDER
No. AO PJC - 20130000 5

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **John Perlman** Justice of the Peace Pro Tempore of the Payson Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

John Perlman
104 South Broad Street, Suite 4
Globe, Arizona 85501

Coleen Stevens
Superior Court Administration
Gila County Courthouse

FILED

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

AT _____ M

2013 NOV 15 AM 10: 16

ANITA ESCOBEDO, CLERK

BY _____ DEPUTY

IN THE MATTER OF THE)
REAPPOINTMENT OF JUSTICE OF)
THE PEACE PRO TEMPORE FOR)
GLOBE REGIONAL JUSTICE)
COURT AND PAYSON REGIONAL)
JUSTICE COURT)

ADMINISTRATIVE ORDER
No. AO PJC - 20130004

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Charles Adornetto** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2014, through December 31, 2014), unless terminated earlier by Order of the Presiding Judge.

Dated 11-14 2013.

Presiding Judge

PETER J. CAHILL

cc: **Hon. Gary Goetteman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Charles Adornetto

Coleen Stevens
Superior Court Administration
Gila County Courthouse

Superior Court
Of Gila County

PETER J. CAHILL
Presiding Judge
Extension 8686

KENDALL RHYNE
CPO/Court Administrator
Extension 8671

ROBERT DUBER, II
Judge, Division II
Extension 8690

GILA COUNTY COURTHOUSE
1400 EAST ASH
GLOBE, ARIZONA 85501
(928) 425-3231

MEMORANDUM

DATE: **November 15, 2013**

TO: **Gila County Board of Supervisors**

FROM: **Peter J. Cahill, Presiding Judge**

RE: **2014 Reappointment of Justices of the Peace Pro Tempore for Payson and/or Globe Regional Justice Courts**

I have appointed the following individuals listed below, as Justices of the Peace Pro Tempore, for Payson and/or Globe Regional Justice Courts (copies of the Administrative Orders are enclosed).

- **Charles Adornetto** **Globe/Payson**
- **Rebecca Baeza** **Globe/Payson**
- **Don Calendar** **Globe/Payson**
- **Dee Flake** **Globe**
- **Paul Julien** **Globe/Payson**
- **Paul Larkin** **Globe/Payson**
- **Ronnie O. McDaniel** **Globe/Payson**
- **John Perlman** **Payson**
- **Gary Scales** **Globe/Payson**

The reappointments are for a period of one (1) year (January 1, 2014, through December 31, 2014), and I am requesting that the Board approve these appointments pursuant to A.R.S. §22-121. Compensation is subject to availability of funds in the Justice Court budgets. I have enclosed a proposed approval form for each of the above named persons for the Board to consider.

/cs
Enclosures

ARF-2199 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date: 12/03/2013

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:	November 1, 2013 - October 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Memorandum of Understanding between Gila County and Arizona Rim Realty, LLC, dba Prudential Arizona Realty.

Background Information

Access Points are employment information centers which was launched by the Department of Labor under the Workforce Investment Act. The initiative was part of the effort to create local outreach centers where job seekers could access workforce development services in their local communities. This concept created a unique opportunity for community agencies and the One-Stop System to engage and partner to promote access to the workforce system.

An incentive grant from Arizona Department of Economic Security shall fund this initiative.

Evaluation

While each Access Point offers a unique set of resources (depending on the participating partners), all Access Points offer free computer and Internet access for the purpose of job searching. Access Point connect job seekers to both employment and community resources in a convenient location and close to home.

Gila County agrees to provide Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) with:

- access to employment resources;
- training to help job job seekers with job search;
- personal contacts in and connections to the One-Stop Centers, staff and key partners;
- inspection of the locations and signage for location;
- training of staff to help job seekers with job search activities;
- equipment maintenance;
- supplies, Access Point signage; and
- desktop computers (Microsoft Program with Internet access), printer, computer desk and chair.

Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) agrees to:

- host a publicly accessible Access Point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
- help job seekers as needed and staff availability;
- publicize job seeker services to the Access Point's community;
- send staff to initial training;
- submit sign-in sheets monthly to document activities;

- assure that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- abide by all applicable federal, state and local laws; and
- refer customers to the One-Stop and supportive services as needed.

Conclusion

The purpose of this Memorandum of Understanding is to establish a local Access Point at Arizona Rim Realty in Payson. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations and/or business where job services can be provided, assisted by trained individuals.

Recommendation

Recommendation to approve the Memorandum of Understanding between Gila County and Arizona Rim Realty, LLC, dba Prudential Arizona Realty to become an "Access Point" under the Workforce Investment Act for the period November 1, 2013, through October 31, 2014.

Suggested Motion

Approval of a Memorandum of Understanding between Gila County and Arizona Rim Realty, LLC, dba Prudential Arizona Realty to become an "Access Point" under the Workforce Investment Act for the period November 1, 2013, through October 31, 2014.

Attachments

MOU - ARIZONA REALTY

Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN GILA COUNTY
AND ARIZONA RIM REALTY, LLC, DBA PRUDENTIAL ARIZONA REALTY

This Memorandum of Understanding is between Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) (hereafter referred to as the Access Point) and Gila County (dba Gila/Pinal Workforce Investment Board).

WHEREAS Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) is duly authorized to execute and administer contracts under A.R.S. §41-1954; and

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. §11-201; and

THEREFORE Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) and Gila/Pinal Workforce Investment Board agree to abide by all the terms and conditions set forth in this Memorandum of Understanding. This Memorandum of Understanding shall constitute the entire Memorandum of Understanding between the parties and supersede all other understandings, oral or written.

1.0 Purpose of Memorandum of Understanding

The purpose of the Memorandum of Understanding is to establish a local Access Point in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the "Access Point" model consists of local entities, businesses and faith and community based organizations where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

Access Points are places where people can go and look for jobs assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. Arizona Rim Realty, LLC dba Prudential Arizona Realty (Access Point) will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and can get connected with One-Stop Center – all in one convenient location, and close to home.

2.0 Term of Memorandum of Understanding

2.1 This Memorandum of Understanding shall have an effective date of November 1, 2013 and end on June 30, 2014, and is renewable annually by mutual agreement with the parties.

2.2 Either party may terminate the Memorandum of Understanding by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Memorandum of Understanding shall survive the termination of the agreement.

3.0 Gila County agrees to provide Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) with:

3.1 Access to employment resources;

3.2 Training to help job jobseekers with job search;

3.3 Personal contacts in and connections to the One-Stop Centers, staff and key partners;
3.4 Inspection of the locations and signage for location;
3.5 Training of staff to help job seekers with job search activities;
3.6 Equipment maintenance;
3.7 Supplies, Access Point signage; and
3.8 Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

4.0 Equipment/Budget

4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.

Arizona Rim Realty, LLC, dba Prudential Arizona Realthy (Access Point) agrees to:

5.1 Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;
5.2 Help job seekers as needed and staff availability;
5.3 Publicize job seeker services to the Access Point's community;
5.4 Send staff to initial training;
5.5 Submit sign-in sheets monthly to document activities;
5.6 Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
5.7 Agrees to abide by all applicable federal, state and local laws; and
5.8 Refer customers to the One-Stop and supportive services as needed.

6.0 Indemnification

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Memorandum of Understanding. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Memorandum of Understanding, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

7.1 Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) and Gila County shall comply with Executive Order 75-5, as modified 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entity

shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

7.2 Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) and Gila County shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

7.3 Arizona Rim Realty, LLC, dba Prudential Arizona Realty (Access Point) and Gila County shall comply with the following:

(1) 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 I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 AMENDMENTS OR MODIFICATIONS

9.1 This Memorandum of Understanding may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Memorandum of Understanding, unless done in writing and signed by the authorized representative of the respective parties.

10.0 VETERANS' PRIORITY PROVISIONS

10.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to Veterans and spouses of certain Veterans for the receipt of employment, training, and placement services. Please note that to obtain priority of service; a Veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the Veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to Veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

11. MISCELLANEOUS PROVISIONS

11.1 This Memorandum of Understanding shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.

11.2 All notices or demands required under this Memorandum of Understanding from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

Access Point Contact:
Cliff Potts
Prudential Arizona Realty
609 South Beeline Highway
Payson, AZ 85541

Gila County
Malissa Buzan, Community Services Director
5515 S. Apache Avenue
Suite 200
Globe, AZ 85501

11.3 This Memorandum of Understanding is non-assignable in whole or in part by either party hereto without the written consent of both parties.

11.4 This Memorandum of Understanding shall inure solely to the benefit of Arizona Rim Realty, dba Prudential Arizona Realty (Access Point) and Gila County, and shall create no rights in any other person or entity.

11.6 In the event of any controversy which may arise out of this Memorandum of Understanding, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF ACCESS POINT

Cliff Potts
Signature

Cliff Potts
Printed Name

MEMBER
Title

10-24-13
Date

FOR AND ON BEHALF OF THE GILA COUNTY (dba GILA/PINAL WORKFORCE INVESTMENT BOARD)

Signature

Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal

Date

ATTEST

Marian Sheppard, Clerk of the Board

Date

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-2198 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 12/03/2013

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:	November 1, 2013 - October 31, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Memorandum of Understanding between Gila County and Empowerment Systems, Inc.

Background Information

Access Points are employment information centers which was launched by the Department of Labor under the Workforce Investment Act. The initiative was part of an effort to create local outreach centers where job seekers could access workforce development services in their local communities. This concept created a unique opportunity for community agencies and the One-Stop System to engage and partner to promote access to the workforce system.

An incentive grant from Arizona Department of Economic Security shall fund this initiative.

Evaluation

While each Access Point offers a unique set of resources (depending on the participating partners), all Access Points offer free computer and Internet access for the purpose of job searching. Access Point connect job seekers to both employment and community resources in a convenient location and close to home.

Gila County agrees to provide:

- access to employment resources;
- training to help job jobseekers with job search;
- personal contacts in and connections to the One-Stop Centers, staff and key partners;
- inspection of the locations and signage for location;
- training of staff to help job seekers with job search activities;
- equipment maintenance;
- supplies, Access Point signage; and
- desktop computers (Microsoft Program with Internet access), printer, computer desk and chair
-
- **(Access Point) agrees to:**
- host a publicly accessible Access Point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
- help job seekers as needed and staff availability;
- publicize job seeker services to the Access Point's community;
- send staff to initial training;
- submit sign-in sheets monthly to document activities;
- assure that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- abide by all applicable federal, state and local laws; and
- refer customers to the One-Stop and supportive services as needed.

Conclusion

The purpose of this Memorandum of Understanding is to establish a local Access Point at Empowerment Systems, Inc. in Apache Junction. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations and/or business where job services can be provided, assisted by trained individuals.

Recommendation

Recommendation to approve the Memorandum of Understanding between Gila County and Empowerment Systems, Inc. to become an "Access Point" under the Workforce Investment Act for the period November 1, 2013 through October 31, 2014.,

Suggested Motion

Approval of a Memorandum of Understanding between Gila County and Empowerment Systems, Inc. whereby Empowerment Systems, Inc. will become an "Access Point" under the Workforce Investment Act for the period November 1, 2013, through October 31, 2014.

Attachments

Empowerment Systems, Inc. MOU

Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN
GILA COUNTY AND EMPOWERMENT SYSTEMS, INC.

This Memorandum of Understanding is between **EMPOWERMENT SYSTEMS, INC.** (hereafter referred to as the Access Point) and Gila County (dba Gila/Pinal Workforce Investment Board).

WHEREAS EMPOWERMENT SYSTEMS, INC. is duly authorized to execute and administer contracts under A.R.S. §41-1954; and

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. §11-201; and

THEREFORE EMPOWERMENT SYSTEMS, INC. and Gila/Pinal Workforce Investment Board agree to abide by all the terms and conditions set forth in this Memorandum of Understanding. This Memorandum of Understanding shall constitute the entire Memorandum of Understanding between the parties and supersede all other understandings, oral or written.

1.0 Purpose of Memorandum of Understanding

The purpose of the Memorandum of Understanding is to establish a local Access Point in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the "Access Point" model consists of local entities, businesses and faith and community based organizations where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

Access Points are places where people can go and look for jobs assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. **EMPOWERMENT SYSTEMS, INC.** will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and can get connected with One-Stop Center – all in one convenient location, and close to home.

2.0 Term of Memorandum of Understanding

2.1 This Memorandum of Understanding shall have an effective date of November 1, 2013 and end on October 31, 2014, and is renewable annually by mutual agreement with the parties.

2.2 Either party may terminate the Memorandum of Understanding by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Memorandum of Understanding shall survive the termination of the agreement.

3.0 Gila County agrees to provide EMPOWERMENT SYSTEMS, INC. with:

3.1 Access to employment resources;

3.2 Training to help job jobseekers with job search;

3.3 Personal contacts in and connections to the One-Stop Centers, staff and key partners;

3.4 Inspection of the locations and signage for location;

3.5 Training of staff to help job seekers with job search activities;

3.6 Equipment maintenance;
3.7 Supplies, Access Point signage; and
3.8 Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

4.0 Equipment/Budget

4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.

5.0 EMPOWERMENT SYSTEMS, INC. agrees to:

5.1 Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;
5.2 Help job seekers as needed and staff availability;
5.3 Publicize job seeker services to the Access Point's community;
5.4 Send staff to initial training;
5.5 Submit sign-in sheets monthly to document activities;
5.6 Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
5.7 Agrees to abide by all applicable federal, state and local laws; and
5.8 Refer customers to the One-Stop and supportive services as needed.

6.0 Indemnification

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Memorandum of Understanding. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Memorandum of Understanding, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

7.1 **EMPOWERMENT SYSTEMS, INC.** and Gila County shall comply with Executive Order 75-5, as modified 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entity shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

7.2 **EMPOWERMENT SYSTEMS, INC.** and Gila County shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992

(A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

7.3 **EMPOWERMENT SYSTEMS, INC.** and Gila County shall comply with the following:
(1) 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 I B financially assisted program or activity;
(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 AMENDMENTS OR MODIFICATIONS

9.1 This Memorandum of Understanding may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Memorandum of Understanding, unless done in writing and signed by the authorized representative of the respective parties.

10.0 VETERANS' PRIORITY PROVISIONS

10.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to Veterans and spouses of certain Veterans for the receipt of employment, training, and placement services. Please note that to obtain priority of service; a Veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the Veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to Veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

11. MISCELLANEOUS PROVISIONS

11.1 This Memorandum of Understanding shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.

11.2 All notices or demands required under this Memorandum of Understanding from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

Access Point Contact:
DeMario Vaughn, Community Outreach Program Director
Empowerment Systems, Inc.
2066 W. Apache Trail #116
Apache Junction, AZ 85120

Gila County Contact:
Malissa Buzan, Community Services Director
5515 S. Apache Avenue
Suite 200
Globe, AZ 85501

11.3 This Memorandum of Understanding is non-assignable in whole or in part by either party hereto without the written consent of both parties.

11.4 This Memorandum of Understanding shall inure solely to the benefit of **EMPOWERMENT SYSTEMS, INC.** and Gila County, and shall create no rights in any other person or entity.

11.6 In the event of any controversy which may arise out of this Memorandum of Understanding, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF ACCESS POINT

Signature

Jack Beveridge
Printed Name

President and CEO
Title

October 21, 2013
Date

FOR AND ON BEHALF OF THE GILA COUNTY (dba GILA/PINAL WORKFORCE INVESTMENT BOARD)

Signature

Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney

Date

ATTEST

Marian Sheppard, Clerk of the Board

Date

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-2203 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 12/03/2013

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 Begin & End:	upon signature by both parties until June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Weatherization Training Agreement EW-ESA-14-4181-12 with the State of Arizona, Governor's Office of Energy Policy.

Background Information

The Governor's Office of Energy Policy (OEP) contracts with the Gila County Division of Community Services, Weatherization Program, to provide weatherization services to eligible residents residing in Gila County.

Evaluation

As a requirement for providing these services, OEP will provide funding in the amount of $5,000 to be used to provide staff training which will assist with the implementation of the Weatherization Program.

Conclusion

If approved, funding received from this agreement will be used to provide staff training as required by the Governor's Office of Energy Policy.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this agreement.

Suggested Motion

Approval of a Weatherization Training Agreement (EW-ESA-14-4181-12) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Division of Community Services, Weatherization Program, whereby OEP will provide up to $5,000 for required staff training which will assist in implementing the Weatherization Program, effective upon signature by both parties, until June 30, 2014.

Attachments

Weatherization Training Agreement EW-ESA-14-4181-12 Governor's Office of Energy

Legal Explanation

WEATHERIZATION TRAINING AGREEMENT

EW-ESA-14-4181-12

Between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY

And the

GILA COUNTY GOVERNMENT

This Weatherization Training Agreement ("Agreement" or "Contract") is entered into by and between the State of Arizona, Governor's Office of Energy Policy ("Grantor"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007 and Gila County, Office of Community Services ("Grantee"), located at 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes the Governor's Office of Energy Policy ("Grantor") to execute and administer contracts.

WHEREAS, A.R.S. §§ 11-201 and 11-251 authorize the Gila County Government to execute and administer contracts.

WHEREAS, the Grantor desires to engage the Grantee to render certain services, hereinafter described, in connection with Weatherization Training programs funded with donations from Arizona utility companies

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

I. PURPOSE OF AGREEMENT

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall use the funds for specialized trainings identified and approved by the Grantor. The trainings will assist the Grantee with the implementation of the Weatherization program.

The Grantee agrees to comply with all applicable Federal and State statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the financial, programmatic and administrative guidelines and statutory program purposes for the grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

II. TERM OF AGREEMENT/ EFFECTIVE DATE

The term of the Agreement shall commence upon signature by both parties and shall remain in effect until June 30, 2014, contingent upon final Utility funding, unless terminated, canceled or extended as otherwise provided herein.

III. DESCRIPTION OF SERVICES

The Grantee shall:

A. Be required to send at least one manager and one crew member to the *Success with Weatherization* training, provided by the Southwest Building Science Training Center. The course curriculum is a set of standards for the state to follow to improve the quality of workmanship in the weatherization program.

B. Be required to send at least one member of the weatherization program from their staff to the *Energy OutWest Conference* to be held April 2014.

C. Obtain prior approval for the *Success with Weatherization* and *Energy OutWest Conference* trainings.

D. Obtain prior approval from the Governor's Office of Energy Policy for any additional Weatherization trainings that might be needed by the Grantee.

IV. MANNER OF FINANCING

Grantor shall:

A. Provide up to, and not exceed, $5,000 to the Grantee, as authorized by the Weatherization Training Program, administered by the Grantor, for costs associated with the activities listed in Section III.

B. Pay the Grantee on a cost reimbursement basis only, conditioned upon receipt of applicable, accurate and complete reimbursement Payment Request and Training and Technical Assistance Forms to be submitted by the Grantee.

C. Reimburse travel expenses in accordance with the Grantee's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy and the prevailing Federal standard mileage rates.

D. Expend payments to the Grantee from the Utilities Admin Fund, State Funding.

E. Provide master templates for the Payment Request and Training and Technical Assistance Forms upon receipt of the signed Agreement.

Grantee shall:

A. Obtain prior written approval from the Grantor for every training session or workshop prior to the event. A Training and Technical Assistance Form must be completed and submitted to the Governor's Office of Energy Policy for signed approval prior to the event. Failure to get the required pre-approval will disallow the cost to be reimbursed through this Agreement.

B. Be paid on a cost reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request on the Payment Request Form should be submitted with the approved Training and Technical Assistance Form to the Grantor no later than the twelfth (12th) working day of the following month (excluding state observed holidays).

C. Submittal Address

- All Payment Request Forms and Report Forms must be directed to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

V. **PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION**

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

VI. **INSURANCE REQUIREMENTS**

In the event the Grantee or sub-contractor(s) is/are a public entity, then such public entity shall provide a Certificate of Self-Insurance.

VII. **ARIZONA LAW**

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

VIII. **SEVERABILITY**

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

IX. **NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

X. **RECORDS**

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each sub-grantee to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

XI. **NON-DISCRIMINATION**

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

XII. **AUDIT**

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any sub-grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subgrant.

XIII. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grantor.

XIV. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

XV. E-VERIFY

In accordance with A.R.S. §41-4401, the Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

XVI. OFF-SHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by sub-grantees at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

XVII. AVAILABILITY OF FUNDS

Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State fiscal year until funds are made available for performance of this Contract.

XVIII. AMENDMENTS

The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

XIX. SUB-GRANTEES

The Grantee shall not enter into any sub-grant under this Contract for the performance of this Contract without the advance written approval of the Grantor. The Grantee shall clearly list any proposed sub-grantees and the sub-grantee's proposed responsibilities. The sub-grant shall incorporate by reference the terms and conditions of this Contract.

XX. ASSIGNMENT AND DELEGATION

The Grantee may not assign any right or delegate any duty under this Contract without the prior written approval of the Grantor.

XXI. COMPLIANCE WITH APPLICABLE LAWS

The Grantee shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

XXII. RIGHT TO ASSURANCE

If the State in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Grantor may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days

specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

XXIII. STOP WORK ORDER

The Grantor may, at any time, by written order to the Grantee, require the Grantee to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Grantor after the order is delivered to the Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of the work stoppage.

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

XXIV. NON-EXCLUSIVE REMEDIES

The rights and remedies of the State under this Contract are not exclusive.

XXV. NONCONFORMING TENDER

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Grantor may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

XXVI. RIGHT OF OFFSET

The Grantor shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by the Grantor, or damages assessed by the Grantor concerning the Grantee's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

XXVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XXVIII. SUSPENSION OR DISBARMENT STATUS

The State may, by written notice to the Grantee, immediately terminate this Contract if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

XXIX. TERMINATION FOR CONVENIENCE

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all sub-grantees of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the State upon demand. The Grantee

shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXX. TERMINATION FOR DEFAULT

In addition to the rights reserved in the Contract, the Grantor may terminate the Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Grantor shall provide written notice of the termination and the reasons for it to the Grantee.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the Grantor on demand.

The Grantor may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Grantee shall be liable to the Grantor for any excess costs incurred by the Grantor in procuring materials or services in substitution for those due from the Grantee.

XXXI. ARBITRATION AND ATTORNEYS' FEES

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41). Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

XXXII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:
Gila County Government
Office of Community Services
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Contractual/Financial Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Correspondence to Grantor:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
GOEP Assigned Auditor

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

GRANTEE:
Gila County Government
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

GRANTOR:
Governor's Office of Energy Policy
1700 West Washington, Suite 250
Phoenix, Arizona 85007

Michael A. Pastor Date
Chairman
Gila County Board of Supervisors

Leisa B. Brug 11/7/13 Date
Director
Or Authorized Signatory

Bryan B. Chambers Date
Deputy Attorney Principal

Travis Price 11/7/13 Date
Compliance Finance and Procurement Manager
Office of the Governor

ATTEST:

Marian E. Sheppard Date
Clerk of the Board

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-2217 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 12/03/2013

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.

Information

Request/Subject

E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 with Arizona Department of Housing

Background Information

On July 16, 2013, the Board of Supervisors approved the submission of an application by the Gila County Division of Community Services, Housing Program, for Community Development Block Grant funding in the amount of $112,007. Federal funds are funneled through the Arizona Department of Housing (ADOH) and Central Arizona Government (CAG).

On October 1, 2013, the Board of Supervisors approved an Environmental Review Record Contract No. CDBG RA 2014 which is part of the requirement to receive said funding if a contract is awarded.

Evaluation

As part of the requirements to receive funding, Gila County Community Services, Housing Program, must submit an E-12 Request for Release of Funds and Certification. If a contract is awarded and funding received, this form is to be used when requesting the release of funds.

Conclusion

By approving this E-12 Request for Release of Funds and Certification, Gila County Community Services Division, Housing Program, will be in compliance with said application.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this E-12 Request for Release of Funds and Certification.

Suggested Motion

Approval of an E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Program, which is part of an application for FY 2013/2014 Community Development Block Grant (CDBG) funds, which if awarded, this form will be used to request release of funds for the period of November 1, 2013, through October 30, 2015.

Attachments

E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 ADOH

Environmental Review Record Contract No. CDBG RA 2014 ADOH

Community Development Block Grant Application FY2013 ADOH

Arizona Department of Housing

E-12 Request for Release of Funds and Certification

(HUD Form 7015.15/ OMB No. 2506-0087 exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Number (Optional) CDBG RA 2013	2. HUD/State Identification Number 86-6004791	3. Recipient Identification Gila County Community Services Div.
4. OMB Catalog Number(s) (CFDA #) 25006-0087	5. Name and Address of Responsible Entity Michael A. Pastor Gila County Board of Supervisors 1400 E. Ash Street Globe, AZ 85501	
6. For information about this request, contact (name and phone number) Melissa Buzan Phone: 928-425-7631		
7. HUD or State Agency and office unit to receive request Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, AZ 85501	

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county state)
OOHR Project #1 OOHR Project #2	[redacted]X

11. Program Activity/Project Description

We will provide Owner Occupied Housing Rehabilitation to two projects in Gila County utilizing CDBG Regional Account FY 2014 funds.

Part 2. Environmental Certification (to be completed by Responsible Entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Chairman, Gila County Board of Supervisors
X	Date Signed December 3, 2013
Address of Certifying Officer 1400 E. Ash Street, Globe, Arizona 85501	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

WARNING: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE

Arizona Department of Housing

E-CK.4 CHECKLIST FOR HOUSING REHABILITATION PROJECTS (NON FLOODPLAIN)

ADOH Contract No.:CDBG RA 2014 Activity No.:1 and 2

ENVIRONMENTAL REVIEW RECORD
Checklist for HOUSING REHABILITATION PROJECTS
(not located in a floodplain/wetlands)

In addition to the forms/documents listed, any additional ERR-related documents and correspondence should be included in this file. If an item is not applicable, indicate with N/A

Date Completed	Item
10-01-13	E-CO: Certifying Officer Designation
n/a	E-CO.1: Compliance Officer Designation (For Non-Profits Only)
10/01/13	Map of Project Location
10/01/13	Floodplain Map with project location clearly marked Note: If project is determined to be in a floodplain/wetland, use the Checklist for Housing Rehabilitation Floodplain/Wetlands, Form E-CK.5
10/01/13	Form E-1: Project Narrative
10/01/13	Form E-3: Determination Form
10/01/13	Form E-HR.1: Rehabilitation Environmental Review (if project is determined to be in floodplain/wetlands, use Checklist for Housing Rehabilitation - Floodplain/Wetlands, Form E-CK.5)
10/01/13	Form E-DD: Date Determination
____	Form E-P.2 (Draft of NOI/RROF) and copy of ERR (all items listed above including back up documentation) sent to ADOH for approval

Date Completed	Item
____	ADOH approval received
____	Documentation that E-P.2 mailed to federal, state or local agencies and organizations and individuals known to be interested in the project.
____	Publish E-P.2 in local Newspaper
____	Affidavit of Publication received
____	Form E-12 (Request for Release of Funds and Certification) *with original signature*, copies of E-P.2 publication and affidavit mailed to ADOH.
____	Form E-13: Authority to Use Grant Funds (issued by ADOH or HUD)
____	E-HR.2 Appendix A for each individual assisted unit (must be completed prior to construction)

Arizona Department of Housing

E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Michael A. Pastor , Chairman, Gila County Board of Supervisors, of **Gila County** is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds, Contract Number: CDBG RA

Date: **10/1/2013** Designated by: _____

Melissa Buzan, Director, Community Services Division

Acknowledgement:

I, **Michael A. Pastor , Chairman, Gila County Board of Supervisors**, accept the responsibilities of the Certifying Officer for **Gila County** , as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____ Date: 10/01/2013

Michael A. Pastor
Chairman, Gila County Board of Supervisors

Arizona Department of Housing

E-1 PROJECT NARRATIVE

Recipient: **Gila County**
ADOH Contract No.: **2014 CDBG RA**

ADOH ENVIRONMENTAL REVIEW RECORD
PROJECT NARRATIVE

1. Project Title: **Owner Occupied Housing Rehabiltiation**

2. Project Description: (attach additional pages as necessary) We will provide Owner Occupied Housing Rehabiliation to two homes in Gila County. This activity will be conducted within Gila County boundaries.

   Complete item a and b if the information is not included in the attachment.

   a. Geographic Location (street names, compass direction, relation to town limit):
   Project #1: [redacted]
   Project #2: [redacted]

   b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
   Project #1: 3 bedroom home, approx. 1200 sq ft.
   Project #2: 3 bedroom home, approx. 1000 sq. ft.

   c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
   Both Project #1 and Project #2 are in fully developed residential areas.

   d. Purpose (i.e., to improve traffic and driving conditions by widening roads):
   Improve community/neighborhood by upgrading the individual housing units.

   e. Cost:

Federal Funds	Source: **CDBG RA**	$	112,007.00
Leverage/Other	Source: **HOME 309-13**	$	$440,000.00
Leverage/Other	Source: **All Other**	$	$150,000.00
	TOTAL	$	702,007.00

4. Map attached with project site clearly marked: Yes ☒

5. Prepared By:

   Name: **Malissa Buzan**

   Signature: [signature]

A

APN: 206-12-071

GILA COUNTY, AZ

STANDARD FLOOD HAZARD DETERMINATION

Vicinity: Town of Miami

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) JURISDICTION

1. NFIP Community Name	2. County	3. State	4. NFIP Community No.
Gila County	Gila	AZ	040028

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING / MOBILE HOME

1. FIRM Panel	2. FIRM Effective Date	3. LOMA/LOMR	4. Flood Zone
04007C 2113D	12/4/2007		X

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

1. X Federal Flood Insurance is available (Community is in NFIP) X Regular Program

D. DETERMINATION

1. In SFHA?	N	
1a. In Floodway?	<Not Available>	
1b. BFE (for insurance)	<Not Available>	feet (NAVD 1988 datum)
1c. RFE (lowest floor elevation)	<Not Available>	feet (NAVD 1988 datum)
2. Regulated Grading/Drainage?	N	
2a. RFE for Grading/Drainage	<Not Available>	feet (above flowline of adjacent watercourse)
2b. Erosion Setback	If Straight Channel:	<Not Available> feet from nearest top of bank
	If On Outside of Bend:	<Not Available> feet from nearest top of bank

E. COMMENTS:

<Not Available> means that the particular information has not been entered into the database from which this report was printed. Such information may be available elsewhere. This information is provided as preliminary information for purposes of planning building projects, and is not intended for other purposes. This is the best available information at the time of the determination. Data is subject to change over time. No guarantee is expressed or implied regarding the accuracy of this data or its suitability for a particular purpose. Official floodplain information is obtained only from the Federal Emergency Management Agency publications.

F. PREPARER'S INFORMATION

Gila County Floodplain Management
1400 East Ash St, Globe, AZ 85501
928-425-3231, Ext. 7110

Determination Date: 10/25/2010 (not valid if before 4/15/2008)

Prepared by: SFHD Database

Town of Payson

Flood Hazard Determination Form*

PHONE: (520) 474-5242
FAX: (520) 472-7490

Date: 8/29/13 Property Owner: [redacted]

Property Street Address: [redacted]

Legal Description (Subdivision and Lot Number): [redacted]

Requested By: CHRISTINE LOPEZ Phone: 928) 402-8694 Fax: 928) 425-9468

Mailing Address: 515 S. APACHE AVE, STE 200, GLOBE, AZ 85501

Report Information Below Filled out by Town Staff

The following determination is based upon the above information:

✓ FIRM Community #: 040107 Panel Number #: 0427 FIRM Date: December 4, 2007

___ Based upon the above information, a determination of the property's location cannot be made on the FIRM.

___ A determination of the property's zone cannot be made because the property is located outside the FEMA study area.

✓ The property is located on Flood Insurance Rate Map (FIRM) Zone; circle one: D or (X). These zones are outside any delineated 100-year floodplain. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

___ The property is located wholly or partially within Special Flood Hazard Area (SFHA) Zone; circle one: A; AO; AE; AH; A99. These are areas of 100-year flooding. Federal law requires flood insurance as a condition of a federally insured mortgage or loan secured by buildings within a Special Flood Hazard Area (SFHA) zone.

NOTE: This determination is based on the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a special Flood Hazard Area may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the town, or any officer or employee thereof, for any damages that result from reliance on this determination.

Signature: [signature] CFM Date: 8/29/13
Records Representative / Floodplain Administrator's Staff

*If lender or owner disputes this determination, they may request the Federal Emergency Management Agency to review this determination in compliance with Section 524 of the National Flood Insurance Reform Act of 1994. This can be accomplished by sending this documentation along with an $ 80 payment in U. S. Funds, check or money order made payable to "National Flood Insurance Program" to: Lender Determination Review Coordinator, c/o Michael Baker Corporation, 3601 Eisenhower Avenue, Suite 600, Alexandria, VA 22304-6439.

Arizona Department of Housing

E-3 LEVEL OF ENVIRONMENTAL REVIEW

RECIPIENT **GILA COUNTY**
ADOH Contract No: CDBG RA 2014

ADOH ENVIRONMENTAL REVIEW RECORD

LEVEL OF ENVIRONMENTAL REVIEW

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

☐ Environmental or other studies, resource identification, development of plans and strategies

☐ Information and financial services

☐ Administration and management Activities

☐ Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs

☐ Inspections and testing of properties for hazards or defects

☐ Purchase of insurance

☐ Purchase of tools

☐ Engineering or Design costs

☐ Technical assistance and training

☐ Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration

☐ Payment of principal and interest on loans made or obligations guaranteed by HUD

2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.

☐ Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.

☐ Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.

☐ Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

Arizona Department of Housing

2. **EXEMPT Activities** (cont'd)

☐ Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

☐ Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**

☐ Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

B. CATEGORICALLY EXCLUDED activities. Check the appropriate box and complete the required documentation for CE activities.

☐ An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.

☐ Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.

Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.

☐ Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

☒ Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.

☐ Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.

☐ Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

☐ An individual action (*new construction; development, demolition, acquisition, disposition or refinancing)* on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between

☐ An individual action (*new construction; development, demolition, acquisition, disposition or refinancing)* on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.

☐ Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

C. Those activities not described in Section A or B requires an **ENVIRONMENTAL ASSESSMENT**. Check the box below and complete the required documentation for EA activities.

Arizona Department of Housing

D. Level of Environmental Review:

- ☐ This project is Exempt
- ☐ This project is Categorically Excluded not subject to Sec. 58.5 – DOWNGRADED TO EXEMPT.
- ☒ This project is Categorically Excluded
- ☐ This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

_____ _____

Signature Date

Responsible Entity *(insert name and title)* Michael A. Pastor, Chairman, Board of Supervisors

_____ _____

Signature Date

Arizona Department of Housing

Recipient:Gila County
ADOH Contract No.CDBG RA 2014

E-4 - STATUTORY WORKSHEET

[HUD Region IX Recommended Format – Revised 2011- previous versions are obsolete]
Use this worksheet only for projects that are Categorically Excluded per 24 CFR Section 58.35(a).
(NOTE: Compliance with the laws and statutes listed at 24 CFR § 58.6 must also be documented)

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project: Owner Occupied Housing Rehabilitation

This proposal is determined to be categorically excluded according to: 24 CFR § 58.35

DIRECTIONS – Write "A" in the Status Column when the proposal, by its scope and nature, requires no mitigation or formal consultation in order to be in compliance with the related laws and regulations; OR write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation. Regardless of whether "A" or "B" is noted, the compliance determination must be recorded and credible, traceable and supportive source documentation must be supplied. (Refer to the "Statutory Worksheet Instructions")

Compliance Factors:

Statutes, Executive orders, and Regulations listed at 24 CFR §58.5	Status A	Status B	Compliance Determination & Documentation (letters, phone calls, on-site visit dates, etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	☐	☒	State Historic Preservation Office (SHPO) letters received and included in project files, as well as ERR File
2. Floodplain Management [24 CFR 55, Executive Order 11988]	☐	☒	Gila County Community Development, William Hanna Standard Flood Hazard Report A received on two projects, included in project files, as well as, ERR File
3. Wetland Protection [Executive Order 11990]	☒	☐	
4. Coastal Zone Management Act [Sections 307(c), (d)]	☒	☐	
5. Sole Source Aquifers [40 CFR 149]	☒	☐	
6. Endangered Species Act [50 CFR 402]	☒	☐	
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	☒	☐	
8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	☒	☐	

Arizona Department of Housing

9. Farm Land Protection Policy Act [7 CFR 658]	☒	☐	
10. Environmental Justice [Executive Order 12898]	☒	☐	
11. **HUD Environmental Standards** Noise Abatement and Control [24 CFR 51B]	☒	☐	
Explosive & Flammable Operations [24 CFR 51C]	☒	☐	
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	☒	☐	
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	☒	☐	

DETERMINATION:

☐ This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; OR

☒ This project cannot be converted to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements. **Publish NOI/RROF and obtain Authority to Use Grant Funds** (ADOH E-13/HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; OR

☐ The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare EA according to 24 CFR Part 58 Subpart E.

Prepared by *(insert name and title)Malissa Buzan, Gila County Community Services Division Director*

Signature _____ Date _____

Responsible Entity *(insert name and title)* Michael A. Pastor, Chairman, Gila County Board of Supervisors

Signature _____ Date _____

Arizona Department of Housing

E-HR.1 REHABILITATION ENVIRONMENTAL REVIEW (HUD FORM RER 2011)

Recipient: Gila County
ADOH Contract No.: CDBG RA 2014

[This **RER** tiered review format {per 24CFR §58.15} may only be used for the environmental review of the **rehabilitation of existing single family residential structures** per §58.35(a)(3)(i) with or without the acquisition and/or the disposition of the existing structure per §58.35(a)(5). it may also be used for the acquisition/rehabilitation/disposition of individual units in a multi-family structure, but ***not*** for the rehabilitation/acquisition/disposition of an entire multi-family building per §58.35(a)(3)(ii), where environmental review using a Statutory Worksheet may be appropriate]. **It may not be used for projects involving changes of use or new construction activities.**

Program/project name and description: (Include maximum number of units and maximum grant/loan amounts)
Gila County Owner Occupied Housing Rehabilitation will assist approximately 2 units with a maximum of $40,000 investment per project.

From (month/year): 11/01/13 **To (month/year): 10/30/2015**

Area of Consideration: (Define the geographic area from which applications for this rehabilitation program will be accepted. Attach a composite map showing target area of consideration and floodplains).

Project #1 is located at [redacted] **and Project #2 is located at** [redacted]

INSTRUCTIONS for completing the RER (2011)

The Factors addressed in this RER review phase apply to the entire **area of consideration**. Prepare an **RER** form **once for the maximum scope and magnitude of each program** that meets the criteria of rehabilitation/acquisition/disposition at §58.35(a)(3) and (5), and retain it in the Environmental Review Record (**ERR**). A new RER must be completed whenever there is a new Consolidated Plan, Public Housing Plan or changes in the area of consideration or changes in the environmental conditions which could affect the program. After completion of the RER, publish or disseminate a Notice of Intent to Request Release of Funds (NOI/RROF) according to §58.70. The **NOI/RROF** shall identify the issues to be addressed in the **site-specific review phase (Appendix A 2012). Do not commit HUD funds** to any specific activity **before obtaining the Authority to Use Grant Funds** (HUD form 7015.16 {ADOH Form E-13}) for the program **or before successfully completing the site-specific Appendix A 2012.**

Site specific factors listed at Sections 58.5 and 58.6 (including historic preservation, explosive/flammable operations, toxic substances, airport clear zones and flood insurance) shall be addressed by completing an **Appendix A** when an individual loan or grant application is received. Before **approving any site-specific loan or grant, complete the Appendix A before approving any specific loans or grants. An Appendix A shall be completed for each site to document compliance with these laws and authorities. Documents supporting compliance as well as the implementation of required mitigation measures shall be maintained in the ERR.**

AREA-WIDE FACTORS

Floodplain Management

Is any part of the area of consideration located in a Special Flood Hazard Area (**SFHA,** i.e. area designated "A" or "V" Zone by FEMA or best available information if the area is unmapped)?

☐ **YES**; complete Part I, Floodplain Management, on page 2 of this form.

☒ **NO**; provide Source Documentation (FIRM panel number(s) and dates: **FIRM Panel #0043D through 2582D dated Dec. 4, 2007.**

The entire program is in compliance with Executive Order 11988, Floodplain Management.

Coastal Zone Management

Is any part of the area of consideration within the Coastal Zone according to the California Coastal Commission, Hawaii Coastal Commission, San Francisco Bay Conservation & Development Commission or the Planning Department (for certified Local Coastal Plans)?

☐ **YES**; complete Part II, Coastal Zone Management, on page 2 of this form.

☒ **NO**; provide Source Documentation: _____

Arizona Department of Housing

NOTES: Normally, these **laws/authorities listed at 24 CFR 58.5** are not invoked by housing rehabilitation projects: Executed Order 11990 Protection of Wetlands; Endangered Species Act, 16 USC 1531 et seq. as amended, particularly 16 USC 1536, 50 CFR 402; Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et. seq., as amended [particularly Sections 7(b) and (c)]; Clean Air Act, 42 U.S.C. 7401 et seq. as amended, particularly section 176(c) and (d), Farmland Protection Act, 7 CFR 658.3(c); Noise Abatement, 24 CFR 51.101(a)(2); Sole Source Aquifers, Memorandum of Agreement between HUD Region IX and U.S. Environmental Protection Agency Region IX, dated 4/30/90, and Executive Order 12898 Environmental Justice. **However, if exceptional circumstances require compliance steps with any of these authorities, such compliance must be documented prior to approving the site-specific loan or grant.**

Part I FLOODPLAIN MANAGEMENT

1. Will this program will involve the following activities within Special Flood Hazard Areas (100 yr. floodplain): a) rehabilitation of single family units costing more than 50% of the market value of the structure before rehabilitation, or b) rehabilitation of unit in multifamily residential structures.

☐ **Yes**, proceed to question #2.

☒ **No**, compliance with Executive Order 11988 is established by program definition.

2. Comply with Executive Order 11988 by completing the 8-step-decision-making process per 24 CFR §55.20, for the entire area of consideration, before approving rehabilitation activities within a SFHA. KEEP (and attach) A COPY OF THIS 8-STEP PROCESS (including copies of all published notices) in the ERR. .

3. Did the 8-step process result in a determination that there is no practicable alternative to carrying out the residential rehabilitation/acquisition/disposition activities within the Special Flood Hazard Area (SFHA)?

☐ **Yes**; proceed ☐ **No**; proceed

4. Is the community participating in the National Flood Insurance Program?

☐ **Yes**; proceed ☐ **No**; proceed

5. Select only one of the following choices:

☐ Either the answer to questions #3 or #4 (or to both) is "No", therefore, rehabilitation activities **from this program cannot be approved within a SFHA.**

☐ Both the answer to questions #3 and #4 are "Yes", therefore, rehabilitation activities may proceed in SFHA's, subject to the implementation of mitigation measures identified in the 8-Step Process. *

(* **NOTE**: As an alternative to doing the 8-step process, the responsible entity may choose to revise the boundaries of the area of consideration (target area) to exclude all the Special Flood Hazard Areas (**SFHA**'s). However, properties within the excluded portions would then be ineligible for HUD-assisted rehabilitation loans or grants under this review).

WARNING: The Flood Disaster Protection Act (listed at §58.6) additionally mandates the purchase of **flood insurance** for buildings located in SFHA's as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities, but **not for routine maintenance** activities. Recipients with projects located in SFHA's are responsible for ensuring that flood insurance is maintained for the statutorily prescribed period and dollar amount. In the case of grants, flood insurance must be maintained for the life of the building. In the case of loans, flood insurance must be maintained for the term of the loan. The necessary documentation for compliance is the Policy Declaration form. The amount of flood insurance coverage must be at least equal to the total project cost (less the estimated land cost) or to the maximum limit of coverage made available by the Act.

Part II COASTAL ZONE MANAGEMENT

Complete this part if any part of the area of consideration lies within the designated Coastal Zone.

1. Have all rehabilitation activities under this entire rehabilitation program been found to be consistent with the applicable Coastal Zone Management Plan? ☐ Yes, proceed to next question; ☐ No; proceed to next question.

Source of this finding is:

☐ Certified local Planning Department
☐ California Coastal Commission / Hawaii Coastal Commission
☐ San Francisco Bay Conservation & Development Commission

Source Documentation (attach permit or determination of consistency): _____

a) If question #1 was answered "Yes" and documented, STOP HERE. Compliance with the Coastal Zone Management Act is established.

b) If question #1 was answered "No", obtain the coastal zone permit or determination of consistency.

DO NOT APPROVE the loan or grant within the COASTAL ZONE before doing this.

Preparer Name and Title
Malissa Buzan, Director, GCCSD

Signature Date

Responsible Entity, Certifying Officer Name
Michael A. Pastor, Chairman, Gila County Board of Supervisors

Signature Date

Arizona Department of Housing

E-DD: DETERMINING DATES FOR CE or RER

Complete all shaded areas.

NOTE: The ROF date calculated here is for use in the NOI/RROF publication. The actual ROF date may differ depending on the date notices are actually received. The actual ROF date will be the date indicated on HUD form 7015.16, Authority to Use Grant Funds.

	Days of Comment Periods	Date	Comments	Reference in NOI/RROF
First Comment Period Comments are to be directed to the local unit of government that is the grantee, or, if a nonprofit grantee, to ADOH	**Date of Publication:**	10/9/2013	**Enter Date of publication.** Save the entire newspaper page to send with the Request for Release of Funds (RROF). Keep extra copy for Environmental Review Record (ERR) file.	Top left hand corner of p.1
	Day 1	10/10/2013	Day 1 of 1st comment period is the day after publication.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
	5			
	6			
	7	10/17/2013 (Stop!)	**Is day 7 a business day? Yes** ☒ **No** ☐ **If yes**, enter this date on the next line as the last day of 1st comment period. **If no**, enter the next business day after day 7 on the next line as the last day of 1st comment period.	
	Last day of 1st comment period	10-17-13	Do not send the RROF prior to close of business on this day. The public is entitled to 7 full days to make comments	In ¶ entitled "Public Comments"
	On or About Date:	10/18/2013	Date expected to **receive** the RROF. RROF may be faxed or mailed. If using U.S. mail, allow extra days for delivery and receipt.	1st sentence of Notice
Second Comment Period Comments are directed to ADOH or HUD (in the case of nonprofits)	Day 1		Day 1 of the 2nd comment period is the day after the "on or about date," i.e., the day after RROF is received.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15	(Stop!)	**Is day 15 a business day? Yes** ☐ **No** ☐ **If yes**, enter this date on the next line as the last day of 2nd comment period. **If no**, enter the next business day after day 15 on the next line as the last day of 2nd comment period.	
	Last day of 2nd Comment Period:		The last day of the 2nd comment period must be a business day.	The last sentence in Notice
	Release of Funds (ROF) Date:	**10-18-13**	**The day after last day of 2nd comment period.** This date does not have to be a business day, but it **cannot** be a federal holiday. If a federal holiday, use the day after the holiday as the ROF date. This ROF date is calculated here for use in the publication. DO NOT INCUR PROJECT COSTS until HUD 7015.16 is received.	

E-P.6 - NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR RESIDENTIAL REHABILITATION PROJECTS USING RER/APPENDIX A TIERED REVIEW PROTOCOL

October 9, 2013

Name of Responsible Entity [RE]: Gila County Board of Supervisors

Address: 5515 S. Apache Ave., Suite 200

City, State, Zip Code: Globe, Arizona 85501

Telephone Number of RE: 928-425-7631

REQUEST FOR RELEASE OF FUNDS

On or about October 17, 2013 the Gila County will authorize Gila County Housing Services to submit a request to the Arizona Department of Housing for the release of CDBG funds under Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to undertake a project known asOwner Occupied Housing Rehabilitation, for the purpose of:
conducting an owner-occupied housing rehabilitation program for two projects with approximately $112,007 in CDBG Program funds.

During the period January 1, 2013 through June 30, 2015 approximately $112,007.00 will be used by Gila County Housing Services to rehabilitate approximately two homes/units. The area of consideration for this program is: project #1 is located within the Town of Miami boundaries, and the project #2 is located in the Town of Payson.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Gila County Community Services Division - 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501and may be examined or copied weekdays from 8:00 A.M to 5:00 P.M. Gila County will use the Appendix A format to supplement this ERR with additional site-specific reviews further addressing Historic Preservation, Explosive and Flammable Operations, Airport Clear Zones, Flood Insurance, Toxic Substances and Hazardous Materials prior to approving any loan or grant under these programs.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Gila County Community Services Division, Malissa Buzan, Director, at 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501. All comments received by [insert date - if published, date must be 7 days after (not including the) day of publication. If posted, the date must be 10 days after (not including the) day of posting] will be considered by the Gila County Board of Supervisors prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The Gila County Board of Súpervisors certifies to Arizona Department of Housing that Michael A. Pastor in his capacity as Chairman of the Gila County Board of Supervisors consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Gila County Housing Services to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will consider objections to its release of funds and the Gila County Board of Supervisors certification received by [insert date - must be at least 15 days after date of submission] or for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Gila County Board of Supervisors ;(b) the Gila County Board of Supevisors has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by Arizona Department of Housing; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to Arizona Department of Housing at 1110 W. Washington Street, Suite 310, Phoenix, Arizona 85007. Potential objectors should contact the Arizona Department of Housing to verify the actual last day of the objection period.

_____

Signature of RE Certifying Officer

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Arizona Department of Housing

E-12 Request for Release of Funds and Certification

(HUD Form 7015.15/ OMB No. 2506-0087 exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Number (Optional) CDBG RA 2013	2. HUD/State Identification Number 86-6004791	3. Recipient Identification Gila County Community Services Div.
4. OMB Catalog Number(s) (CFDA #) 25006-0087	5. Name and Address of Responsible Entity Michael A. Pastor Gila County Board of Supervisors 1400 E. Ash Street Globe, AZ 85501	
6. For information about this request, contact (name and phone number) Malissa Buzan Phone: 928-425-7631		
7. HUD or State Agency and office unit to receive request Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, AZ 85501	

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

9. Program Activity(ies)Project Name(s)	10. Location (Street address, city, county state)
OOHR Project #1 OOHR Project #2	[redacted]

11. Program Activity/Project Description

We will provide Owner Occupied Housing Rehabilitation to two projects in Gila County utilizing CDBG Regional Account FY 2014 funds.

Part 2. Environmental Certification (to be completed by Responsible Entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Chairman, Gila County Board of Supervisors
X	Date Signed October 1, 2013
Address of Certifying Officer 1400 E. Ash Street, Globe, Arizona 85501	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

WARNING: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE

Arizona Department of Housing

FORM 1

FY 13/14 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION COVER SHEET

☒	A. Regional Account (RA) COG: CAAG	☐	B. State Special Project (SSP)
☐	C. Colonias	☐	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 02407139	2. Legislative/ Congressional Districts: 1 / 5

3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430
Name of County Applicant Located In: Gila

4. Contact Person/Title (Grantee) Malissa Buzan/Director	5. Contact Person/Title (COG/Other): Malissa Buzan/Director
Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us

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	20,161.00		CDBG	20,161.00
2. OOHR	91,846.00		CDBG	91,846.00

Total CDBG Funds Requested for this Project (Activities #1 and #2): $ 112,007.00

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.
☐ a.		
☐ b.		
☐ c.		
☐ d.		

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

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: 7-16-13 Michael A. Pastor

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

REV. 3-2013

Arizona Department of Housing

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATIN 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		500.00		500.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:Director	5%	4,021.00		4,021.00
3.2 Position #2 Title: Admin. Assistant	5%	3187.00		3,187.00
3.3 Position #3 Title: Accountant	6%	3405.00		3,405.00
3.4 Position #4 Title: Fiscal Manager	6%	4,815.00		4,815.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		200.00		200.00
6. Office Supplies and Equipment		430.00		430.00
7. Advertising/Publications		101.00		101.00
8. Indirect Costs (% documented by cost allocation plan)		3,202.00		3,202.00
9. Other Operating Expenses *(specify)*				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		300.00		300.00
10. **TOTALS**		20,161.00		20,161.00

* **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):
Bree'na York, Fiscal Manager

b. Provide the street address for the location of the financial records:
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501- 4430

Arizona Department of Housing

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

1. Applicant: Gila County	2. Activity Name: OOHR		
	a. CDBG $	**b. Non-CDBG $**	**c. TOTAL $**
3. Environmental Review Record Check box if included in Administration ☒	$200.00		$200.00
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured ☐ Procure ☐ In-House ☐			
5. Construction Contract Work (include materials and DB wage rates)	$75,379.00		75,379.00
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 ☐ In-House ☒	$16,267.00		$16,267.00
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**	$91,846.00		$91,846.00

FORM 8

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. **Applicant: Gila County**

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

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. ☒ 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. ☐ 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.

We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted with in Gila County boundaries except reservation land. OOHR will complete 2 projects @ 40,500.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

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.

8. Indicate:

a. Total Number of People to be Served: 3	d. Total Number of Units: 2
b. Total Low Moderate People: 3	e. Total Low Moderate Units: 2
c. LM Percentage: 100%	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.

Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time. Project #1 income was verified on 5/3/13, and Project #2 Income was verified on 6/19/13.

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.***

Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OOHR projects in this contract.

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.
n/a

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

Arizona Department of Housing

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

1. Applicant Name	Gila County	2. Project Name	Owner Occupied Housing Rehabilitation

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. **Demographic/Ethnicity Data**

a) Source of Racial/Demographic Data: Waiting List
b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	2	100%	0	0
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
Multi-Race Categories:				
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				
TOTAL 6)	2	100%	0	0

Total Hispanic/Latino Ethnicity 7)				

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.

Arizona Department of Housing

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: **2**

b. Total Low and Moderate Income Persons to be Served: **2** (Note the type below)

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

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

d. The source of the data in a. and b: Pre-Application 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 Housing Services

2. Activity Owner Occupied Housing Rehab

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 Jan '14	2 Feb '14	3 Mar '14	4 Apr '14	5 May 2014	6 June '14	7 Jul '14	8 Aug '14	9 Sept '14	10 Oct '14	11 Nov '14	12 Dec '14
General ERR	11-1-13	x	x	4-1-14								
Marketing	1-1-14	x	x									
Quarterly Progress Reports	x	x	x	4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
Request for Payment (at least quarterly)				4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
House(s) #1												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					5-10-14							
Construction & Final Inspection							7-10-14	x	x	10-10-14		
House(s) #2												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					5-10-14							
Construction & Final Inspection							7-10-14	x	x	10-10-14		

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
Milestones ↓ **Months** →	13 Jan '15	14 Feb '15	15 Mar '15	16 Apr '15	17 May '15	18 Jun '15	19	20	21	22	23	24
Marketing												
Quarterly Progress Reports	1-15-15											
Request for Payment (at least quarterly)	1-15-15											
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												

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

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSEOUT		2-28-15										

Arizona Department of Housing

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:

_____ 7-16-13

Signature of Mayor or Chair of County Board 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.

ARF-2204 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Information

Request/Subject

Memorandum of Understanding for Arizona Department of Homeland Security Grant Agreement #130300-01 Communications Unit Training.

Background Information

The Department of Emergency Management, Division of Health & Emergency Services, submitted a grant application to the Arizona Department of Homeland Security (AZDOHS) on behalf of counties that make up the Arizona East Homeland Security Region: Gila, Graham, Greenlee and Pinal.

Evaluation

Grant applications that take a regional approach are encouraged for the purpose of using federal grant funds efficiently to strengthen our ability to work together at all levels to address common threat and vulnerability issues and encourage the development and sharing of resources across town, city county and tribal lines.

This grant award provides $10,000 for Communications Unit Training known as ComL-Communications Leader and ComT-Communications Technician for the East Region.

This standardized training provides communications personnel vital knowledge and skills that contribute to Emergency Operations communication planning and supports incident response activities.

Conclusion

To facilitate regional implementation, we are requesting to provide a Memorandum of Understanding (MOU) to authorize the Arizona Strategic Enterprise Office of the Arizona Department of Administration, in coordination with AZDOHS, to manage the scope of the grant award.

Recommendation

The Director of Health & Emergency Services recommends approval of the Chairman's signature on an MOU for Arizona Department of Homeland Security Grant Agreement #130300-01 Communications Unit Training award in the amount of $10,000.

Suggested Motion

Approval of a Memorandum of Understanding between Gila County Health and Emergency Services and the Arizona Department of Homeland Security (AZDOHS) to authorize the Arizona Strategic Enterprise Office of the Arizona Department of Administration, in coordination with AZDOHS to manage and implement the scope of AZDOHS Grant Agreement #130300-01 - Communications Unit Training award in the amount of $10,000.

Attachments

MOU

Award Letter

Application

Legal Explanation

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501

DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services
Department of Emergency Management
5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8764 Fax: 928-425-7714

December 3, 2013

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85507

Subject: FFY2013 Homeland Security Grant Program Award
Grant Agreement #: 130300-02
Project Title: Communications Unit Grant Training

Dear Director Orrantia:

On behalf of the Gila County Division of Health and Emergency Services, I would like to formally notify you that it is the intent of Gila County that **$10,000.00** from FFY2013 SHSGP grant #**130300-01** be retained and managed by Arizona Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter from Gila County Health & Emergency Services shall serve as a formal Memorandum of Understanding for the purposes of managing local funds for Communications Unit Training.

GILA COUNTY

Michael A. Pastor, **Chairman** Date
Board of Supervisors

ATTEST:

Marian Sheppard, Clerk Date
Board of Supervisors

Approved as to form:

Bryan B. Chambers, Deputy Attorney Principal Date

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 23, 2013

Chairman Michael Pastor
Gila County Health & Emergency Services
5515 S. Apache Ave., Suite 400
Globe, AZ 85501-4432

Subject: FFY 2013 Homeland Security Grant Program Award
Grant Agreement Number: **130300-01**
Project Title: **Communications Unit Training Grant**

Dear Chairman Michael Pastor:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **Communications Unit Training Grant** has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **$10,000**. The grant performance period is **October 1, 2013 through September 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

Per your application Gila County Health & Emergency Services intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with AZDOHS to manage and implement the scope of grant agreement number **130300-01**. Please place the attached MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Encl: MOU for **130300-01**

Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia:

On behalf of Gila County Health & Emergency Services, I would like to formally notify you that it is the intent of Gila County Health & Emergency Services that $**10,000** from FFY 2013 SHSGP grant #**130300-01** be retained and managed by the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with the Arizona Department of Homeland Security.

This letter from Gila County Health & Emergency Services shall serve as a formal memorandum of understanding for the purposes of managing local funds for Communications Unit Training.

Sincerely,

_____
Enter Title & Name Above

_____
Authorized Signature Above

_____
Enter Date Above

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- [x] -Project Administrative Page (Questions 1-10)
- [x] -Project Narrative (Questions 11-13)
- [x] -Project Justification (Questions 14 & 15)
- [x] -Core Capabilities (Questions 16 & 17)
- [x] -Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- [ ] -Equipment Budget Narrative
  - [ ] -Equipment Description & Utilization
- [x] -Training Budget Narrative & Detail Worksheet
- [ ] -Exercise Budget Narrative & Detail Worksheet
- [ ] -Planning Budget Narrative & Detail Worksheet
- [ ] -M&A Budget Narrative & Detail Worksheet
- [ ] -Organization Budget Narrative & Detail Worksheet
- [x] -Memorandum of Understanding (if applicable)

Please check the following boxes if

- [ ] -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

http://www.fema.gov/nimscast/index.jsp

- [ ] -Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

www.uscis.gov/E-Verify

The following tabs MUST be completed

- [x] -Standard Data Collection Form
- [x] -Financial System Survey
- [x] -Budget Summary
- [x] -Project Summary
- [x] -FFATA Summary
- [x] -Grant-Funded Typed Resource Report

The due date for this application is March 1, 2013 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2013.asp

Central Region, Phoenix UASI		East and West Regions, State Agencies		North and South Regions
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		Maryann Loya (602) 542-7062 mloya@azdohs.gov

Grant Timeline

March 1, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 15, 2013 AZDOHS reviews grant applications.

March 18 - April 12, 2013 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.
On or before September 2013 - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona.
from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant Gila County Health & Emergency Services

Applicant Address:

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

City/State/Zip: Globe | AZ | 85501-4432

City State Zip+4 Code

https://tools.usps.com/go/ZipLookupAction!input.action

Head of Agency Chairman | Michael | Pastor

Title First Name Last Name

Phone #: 928-425-3231

E-Mail Address: mpastor@gilacountyaz.gov

Agency's Point of Contact Information | Debra | Williams

Title First Name Last Name

Phone #: 928-402-8763

Cell Phone #: 928-701-1811

E-Mail Address: dwilliams@gilacountyaz.gov

2. Organization Type County

3. Region or Entity: East Region

Program Initiatives

4a. Initiatives: Strengthen Interoperable Communications Capabilities

4b. Is this LETPA?: Select Yes/No

5. Total Dollar Amount Requested: $10,000

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

http://www.azdohs.gov/Grants/SHSS.asp

1.1.0, 1.1.1, 2.3.4

7. Identify the primary National Priority that is supported by this project from the drop down box below.

NP5. Strengthen Interoperable Communications Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.

New.

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Yes. Reducing the amount requested would reduce the amount of training offered. Priority will be given to implementing the Communications Unit Field Day, followed by the delivery of COML and COMT classes in each homeland security region in Arizona in proportion to their support of this project. Opportunities will be offered in each RAC in proportion to their support of this project, as practical.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

All five homeland security regions in Arizona will benefit from this project. Public Safety and Public Service personnel from Statewide, County and Local jurisdictions will be invited to participate, including law enforcement, public health, fire service, and emergency management personnel. Funds from this project will be MOU'd to the PSIC Office for management and implementation as part of the overall statewide project.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

Funding is sought to enhance skills and capabilities for individuals responsible for public safety communications in AZ. The project will conduct a Communications Unit Training Field Day, multiple COML and COMT classes and other workshops in support of SCIP Initiative 5.8.4.1. While the project intends to offer one Field Day, at least 5 COML classes and one COMT class, the number of offerings will depend on the amount of funds awarded statewide and the actual cost to deliver each opportunity. Funds from this project will be MOUd to the PSIC Office for management and implementation. The project will be coordinated with the PSCC, SIEC, the NIMS-CU workgroup, County Emergency Managers and ADEM as appropriate.

The total cost of the project is $80k with the Central and South RAC each requesting $25k (31%), and all other RACs

12. What is the sustainability plan for this project/equipment?

While the project will not need to be sustained beyond the period of performance, the project will support the ongoing effective implementation of the NIMS Communications Unit in Arizona. As the number of trained communications unit personnel increases, those persons will be able to in turn mentor other individuals who are training on communications equipment. By having qualified trained experts in the communications field, jurisdictions will be able to respond

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The Target Capabilities Assessment and the National Emergency Communications Plan assessment process, including evaluation information from After Action Reports, identified a number of areas for improvement in providing response level emergency communications during multi-agency multi-jurisdictional events. In particular, effective and trained Communications Unit personnel were identified as key to improving interoperable communications throughout Arizona. These training opportunities will serve to advance these goals by following the established Arizona Communications

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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Project Title: Communications Unit Training Grant

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.
To learn more about the State Homeland Security Strategy, refer to the following website:
http://www.azdohs.gov/Grants/SHSS.asp

Arizona recognizes a need to coordinate communications-focused training opportunities statewide in order to ensure that appropriate users and stakeholders achieve and maintain mission critical interoperable communications competencies. The project supports the State Homeland Security Strategy goal 1.1.0 to bolster Arizona's communication capability in interoperable voice and radio communications, specifically to support local and regional interoperable communications. In addition, the project supports the State Homeland Security Strategy goal 2.3.4 Encourage the training and recognition of NIMS Compliant Communications Unit Trained personnel, including the All Hazards Type III Communications Unit Leader (COML) and the Communication Technician (COMT) (SCIP Section 5.8.4.1).

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The project is aligned to the State Initiative Strengthen Interoperable Communications Capabilities. Communication for first responders is essential. Knowing how to communicate between agencies and jurisdictions is critical to the outcome of any situation. To advance interoperability and communication systems in Arizona, the Public Safety Interoperability Communications (PSIC) Office, collaborates with AZDOHS, ADEM and other partner agencies to develop training opportunities, seminars and other workshops to support communication unit development throughout the state.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The project will enhance Emergency Responder Skills and Capabilities for individuals responsible for public safety communications in Arizona. The project will conduct a Communications Unit Training Field Day, multiple COML and COMT classes and other workshops or seminars in support of SCIP Initiative 5.8.4.1 Develop and Implement a Training Plan to Address Interoperable Communications. These training opportunities will serve to advance these goals by following the established Arizona Communications Unit Training Coordination Procedure, Communications Unit Standards, and NIMS-CU Policies and Procedures.

STATE OF ARIZONA
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2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

CORE CAPABILITIES

16. From the 31 Core Capabilities please identify, from the drop down menu, no more than three Core Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Core Capability from this project. To access the Core Capabilities List click on the link below.

http://www.fema.gov/pdf/prepared/npg.pdf

http://www.fema.gov/pdf/prepared/crosswalk.pdf

Operational Communications	Enter Amount:	$10,000
Choose Core Capabilities	Enter Amount:	$0
Choose Core Capabilities	Enter Amount:	$0
This amount should equal the total amount being requested for this project.		$10,000

17. For each Core Capability selected, list the gap number as identified in the State Preparedness Report (SPR) that this project will address (Example gap number: Operational Communications, Equipment, 1- Acquire, maintain and sustain equipment). For each gap listed, provide a description of how this project will addresses that gap within your jurisdiction and/or region.

Operational Communications, Training, 1-Continue training for new and existing personnel.
Communications Unit Field Day will provide attendees with necessary specialized training and hands on experience to complete certain required COML or COMT task book activities. COML and COMT classes will give Emergency Responders initial training in communications capabilities, interoperability design and function. Seminars are designed to allow information sharing between districts and agencies so that all stakeholders are able to give and receive input. The project will support the delivery of these training opportunities in each homeland security region in Arizona in proportion to their support of this project.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2013 - September 2014. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1		
Description:	Start Date	End Date
MOU funds to the PSIC Office. Create statements of work (SOW). Local and regional outreach conducted. Project plan development and review by relavent stakeholders.	10/01/2013	12/31/2013

Milestone 2		
Description:	Start Date	End Date
Formation of the Field Day Planning Team. Establishment of class locations and scheduling of COML and/or COMT classes. Outreach effort to stress importance of having COMLs and COMTs deployable statewide, and to confirm participation by first responders throughout the state. Local and regional outreach conducted.	01/01/2014	03/31/2014

Milestone 3		
Description:	Start Date	End Date
Development of the Communications Unit Field Day Planning Team. Continued implementation of class locations and scheduling of COML and/or COMT classes. Outreach effort to stress importance of having COMLs and COMTs deployable statewide, and to confirm participation by first responders throughout the state. Local and regional outreach conducted.	04/01/2014	06/30/2014

Milestone 4		
Description:	Start Date	End Date
Delivery of the Communications Unit Field Day. Local and regional outreach conducted. . Continued implementation of class locations and scheduling of COML and/or COMT classes. Project evaluation completed, along with lessons learned and next steps identified for continued Communications Unit training in the context of the statewide Interoperable Communications Plan developed per SCIP 5.8.4.1 Action Plan.	07/01/2014	09/30/2014

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.
More information on the Arizona Communications Unit Training Coordination Procedure can be found at:
http://azpsic.gov/library/standards/default.htm

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov
Communications Unit Training Field Day

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants from your jurisdiction.
The PSIC Office will be responsible for coordinating the delivery of all trainings and opportunities in association with this project. The number of deliveries and location of each opportunity will depend on the total amount of funds awarded statewide. The estimated cost for delivering the Communications Unit Training Field Day is as follows:

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?
Communication for first responders is essential. Knowing how to communicate between agencies and jurisdictions is critical to the outcome of any situation. Funding is sought to enhance Emergency Responder Skills and Capabilities for individuals responsible for all-hazard public safety communications in Arizona.

How does the requested training address a gap identified in the SPR? List the gap number from the SPR and a description of how the training addresses that gap.
Operational Communications, Training, 1-Continue training for new and existing personnel.
The Field Day will provide attendees with necessary specialized training and hands on experience to complete certain required COML or COMT task book activities. COML and COMT Classes will give Emergency Responders initial training

Mission Area Respond | **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$230	$563	$287	$2,170	
Total Cost for All Deliveries	$0	$230	$563	$287	$2,170	$3,250

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.
A total of $2300 statewide is being requested for the purchase of batteries, CAT5 cables, training books, handouts, folders, posters, tape, paper clips, makrers, pens and other office supplies.

Section 2

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov
All-Hazards Type III Communications Unit Leader (COML) course

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.
The PSIC Office will be responsible for coordinating the delivery of all trainings and opportunities in association with this project. The number of deliveries and location of each opportunity will depend on the total amount of funds awarded statewide. The estimated cost for delivering each COML course is as follows:

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?
Communication for first responders is essential. Knowing how to communicate between agencies and jurisdictions is critical to the outcome of any situation. Funding is sought to enhance Emergency Responder Skills and Capabilities for individuals responsible for all-hazard public safety communications in Arizona.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?
Operational Communications, Training, 1-Continue training for new and existing personnel.
The Field Day will provide attendees with necessary specialized training and hands on experience to complete certain required COML or COMT task book activities. COML and COMT Classes will give Emergency Responders initial training

Mission Area Respond | **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$0	$1,500	$0	$1,000	
Total Cost for All Deliveries	$0	$0	$1,500	$0	$1,000	$2,500

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 3

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

All-Hazards Type III Communications Unit Technician (COMT) course

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

The PSIC Office will be responsible for coordinating the delivery of all trainings and opportunities in association with this project. The number of deliveries and location of each opportunity will depend on the total amount of funds awarded statewide. The estimated cost for delivering the COMT course is as follows:

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Communication for first responders is essential. Knowing how to communicate between agencies and jurisdictions is critical to the outcome of any situation. Funding is sought to enhance Emergency Responder Skills and Capabilities for individuals responsible for all-hazard public safety communications in Arizona.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Operational Communications, Training, 1-Continue training for new and existing personnel.
The Field Day will provide attendees with necessary specialized training and hands on experience to complete certain required COML or COMT task book activities. COML and COMT Classes will give Emergency Responders initial training

Mission Area Respond — **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$0	$4,050	$0	$200	
Total Cost for All Deliveries	$0	$0	$4,050	$0	$200	$4,250

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area Choose Mission Area — **Training Level** Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area Choose Mission Area **Training Level** Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area Prevent **Training Level** Awareness

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

TOTAL TRAINING COSTS	$0	$230	$6,113	$287	$3,370	$10,000

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Health & Emergency Services

Project Title: Communications Unit Training Grant

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	$0
TRAINING	$10,000
EXERCISE	$0
PLANNING	$0
ORGANIZATION	$0
M & A	$0
APPLICATION TOTAL	$10,000

Grant Number:

Application Number:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Health & Emergency Services
Award Amount:	$10,000
Project Title:	Communications Unit Training Grant
Project Description:	Funding is sought to enhance skills and capabilities for individuals responsible for public safety communications in AZ. The project will conduct a Communications Unit Training Field Day, multiple COML and COMT classes and other workshops in support of SCIP Initiative 5.8.4.1. While the project intends to offer one Field Day, at least 5 COML classes and one COMT class, the number of offerings will depend on the amount of funds awarded statewide and the actual cost to deliver each opportunity. Funds from this project will be MOUd to the PSIC Office for management and implementation. The project will be coordinated with the PSCC, SIEC, the NIMS-CU workgroup, County Emergency Managers and ADEM as appropriate. The total cost of the project is $80k with the Central and South RAC each requesting $25k (31%), and all other RACs requesting $10k (13%). The estimated cost for delivering each training opportunity is as follows: Field Day: $26k COML Class: $4k (20k total) COMT Class: $34k
Project Type:	Develop/enhance interoperable communication systems
Primary Core Capability:	Operational Coordination
HSGP Investment Supported:	Choose Primary Investment Supported
HSGP Primary Goal:	Choose an HSGP Primary Goal
HSGP Objective:	Choose an HSGP Objective
Phoenix UASI Investment Supported:	Choose Primary Investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2013 Budget Summary

Grant Number:

Is this LETPA? No

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	$0	$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	$0	$0	Click Discipline
Developing related terrorism prevention activities	$0	$0	Click Discipline
Developing and enhancing plans and protocols	$0	$0	Click Discipline
Developing or conducting assessments	$0	$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	$0	$0	Click Discipline
Conferences to facilitate planning activities	$0	$0	Click Discipline
Materials required to conduct planning activities	$0	$0	Click Discipline
Travel/per diem related to planning activities	$0	$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	$0	$0	Click Discipline
Planning Totals	$0	$0	$0

Allowable Organizational Activities	SHSGP	UASI	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	$0	$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Organizational Totals	**$0**	**$0**	**$0**

Allowable Equipment Categories	SHSGP	UASI	Choose Primary Discipline
01- Personal Protective Equipment	$0	$0	Click Discipline
02- Explosive Device Mitigation and Remediation Equipment	$0	$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	$0	$0	Click Discipline
04- Information Technology	$0	$0	Click Discipline
05- Cyber Security Enhancement Equipment	$0	$0	Click Discipline
06- Interoperable Communications Equipment	$0	$0	Click Discipline
07- Detection	$0	$0	Click Discipline
08- Decontamination	$0	$0	Click Discipline
09- Medical	$0	$0	Click Discipline
10- Power	$0	$0	Click Discipline
11- CBRNE Reference Materials	$0	$0	Click Discipline
12- CBRNE Incident Response Vehicles	$0	$0	Click Discipline
13- Terrorism Incident Prevention Equipment	$0	$0	Click Discipline
14- Physical Security Enhancement Equipment	$0	$0	Click Discipline
15- Inspection and Screening Systems	$0	$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	$0	$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	$0	$0	Click Discipline
18- CBRNE Aviation Equipment	$0	$0	Click Discipline
19- CBRNE Logistical Support Equipment	$0	$0	Click Discipline
20- Intervention Equipment	$0	$0	Click Discipline
21- Other Authorized Equipment	$0	$0	Click Discipline
Equipment Totals	**$0**	**$0**	**$0**

Allowable Training Costs	SHSGP	UASI	Choose Primary Discipline
Overtime and backfill for emergency preparedness	$0	$0	Click Discipline
Training workshops and conferences	$230	$0	Public Safety Communications
Full- or part-time staff or contractors/consultants	$6,113	$0	Public Safety Communications
Travel	$3,370	$0	Public Safety Communications
Supplies	$287	$0	Public Safety Communications
Training Totals	**$10,000**	**$0**	**$10,000**

Allowable Exercise Related Costs	SHSGP	UASI	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	$0	$0	Click Discipline
Exercise planning workshop	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	$0	$0	Click Discipline
Implementation of HSEEP	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Exercise Totals	**$0**	**$0**	**$0**

Allowable Management & Administrative Costs	SHSGP	UASI	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	$0	$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	$0	$0	Click Discipline
Overtime and backfill costs	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Meeting related expenses	$0	$0	Click Discipline
Authorized office materials	$0	$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	$0	$0	Click Discipline
Management & Administrative Totals	**$0**	**$0**	**$0**
Grand Totals	$10,000	$0	$10,000

Arizona Department of Homeland Security

Financial Systems Survey

Name of Organization: Gila County Health & Emergency Services

Person completing survey: Debra Williams

Date: 02/28/2013 Email: dwilliams@gilacountyaz.gov

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

☑ Yes ☐ No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

☑ Yes ☐ No SHSGP 888300-02 CCP 888300-01 SHSGP 999302-01 SHSGP 999302-02 SHSGP 999302-03

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?

☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

☐ Yes ☑ No

6. If you answered YES to question #5 under what section of the IRS code?

☐ 501 C (3) ☐ 501 C (4) ☐ 501 C (5) ☐ 501 C (6) ☐ Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

☐ Manual ☑ Automated ☐ Combination

9. How frequently do you post to the General Ledger?

☑ Daily ☐ Weekly ☐ Monthly ☐ Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

☑ Yes ☐ No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

☑ Yes ☐ No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

☑ Yes ☐ No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

☑ Yes ☐ No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

☑ Yes ☐ No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

☑ Yes ☐ No

16. Are all accounting entries and payments supported by source documentation?

☑ Yes ☐ No

17. Are cash or in-kind matching funds supported by source documentation?

☑ Yes ☐ No

18. Are employee time sheets supported by appropriately approved/signed documents?

☑ Yes ☐ No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

☑ Yes ☐ No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

☑ Yes ☐ No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

☑ Yes ☐ No

22. Does the organization complete some level of cost or price analysis for every purchase?

☑ Yes ☐ No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

☑ Yes ☐ No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

☑ Yes ☐ No

25. Does the organization maintain written procurement policies and procedures?

☑ Yes ☐ No

Grant Number:

Application Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title *(if applicable)* : Communications Unit Training Grant

Agency: Gila County Health & Emergency Services

Amount Requested: $10,000

Project Description: Funding is sought to enhance skills and capabilities for individuals responsible for public safety communications in AZ. The project will conduct a Communications Unit Training Field Day, multiple COML and COMT classes and other workshops in support of SCIP Initiative 5.8.4.1. While the project intends to offer one Field Day, at least 5 COML classes and one COMT class, the number of offerings will depend on the amount of funds awarded statewide and the actual cost to deliver each opportunity. Funds from this project will be MOUd to the PSIC Office for management and implementation. The project will be coordinated with the PSCC, SIEC, the NIMS-CU workgroup, County Emergency Managers and ADEM as appropriate.

Address: 5515 S. Apache Ave., Suite 400

Globe *(City)* AZ *(State)* 85501-4432 *(Zip code)*

County: Maricopa

Authorized Individual:

Name: Michael *(First Name)* Pastor *(Last Name)*

Position / Title: Chairman

Email: mpastor@gilacountyaz.gov

Phone: 928-425-3231 Ext.

Employer Identification Number: 866000444

Agency Classification *(This is based on your selection on the Project Administrative Page)* : County

Have you previously conducted business with the State using this Employer Identification Number? -1

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with y application.

http://gao.az.gov/onlineforms/forms/AZ_subw-9_010713-S&S.pdf

In which Congressional (Federal) District is your agency headquartered? Enter District #: 1

http://www.azredistricting.org

In which Legislative (State) District is your agency headquartered? Enter District # : 5

http://www.azredistricting.org

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? $25,000,000

What is your organization's fiscal year-end date? MM 06 DD 30

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? -1

Please provide contact information of the audit firm conducting your audit:

Agency: CliftonLarsonAllen LLP

Address: 1201 S. Alma School Rd. *(Address Line 1)*

(Address Line 2) Mesa *(City)* AZ *(State)* 85210 *(Zip code)*

Phone Number: 480-615-2350

Fax: 480-615-2350

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that program plan is implemented. All future program correspondence will be sent to this person.
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.
Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : **Program Agency**

Agency: ADOA-ASET PSIC Office
Address: 100 N 15th Avenue, Ste 400
(Address Line 1)
(Address Line 2) | Phoenix (City) | AZ (State) | 85007 (Zip code)
County: Maricopa
Contact Person: Lisa (First Name) Meyerson (Last Name)
Position/Title: Statewide Interoperability Coordina
Email: Lisa.Meyerson@azdoa.gov
Phone Number: 602-364-4780 Ext.
Fax:

Agency Contact Type : **Fiscal Agency**

Agency: ADOA-ASET PSIC Office
Address: 100 N 15th Avenue, Ste 400
(Address Line 1)
(Address Line 2) | Phoenix (City) | AZ (State) | 85007 (Zip code)
County: Maricopa
Contact Person: Kimberly (First Name) McCollough (Last Name)
Position/Title: Finance and Planning Manager
Email: Kimberly.McCullough@azdoa.gov
Phone Number: 602-516-8371 Ext.
Fax:

Agency Contact Type : **Collaborator**

Agency: Gila County Health & Emergency Services
Address: 5515 S. Apache Avenue
(Address Line 1)
Suite 400 (Address Line 2) | Globe (City) | AZ (State) | 85501 (Zip code)
County: Gila
Contact Person: Debra (First Name) Williams (Last Name)
Position/Title: Dep. Dir. of Emergency Managemen
Email: dwilliams@gilacountyaz.gov
Phone Number: 928-402-8763 Ext.
Fax: 928-425-7714

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award: Gila County Health & Emergency Services

Requested Amount: $10,000 Awarded Amount: (AZDOHS use only)

Funding Agency: Arizona Department of Homeland Security

CFDA Number: 97.067

Project Title: Communications Unit Training Grant

Location: City: Globe State: AZ Congressional District 1

http://www.azredistricting.org

Zip+4 Code: 85501-4432

DUNS Number:

1) Is 80% or more of your annual gross revenues from Federal Awards? Select Yes/No

2) Do you receive $25 Million or more annually from Federal Awards? Select Yes/No

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name		Total Compensation
2:	Name		Total Compensation
3:	Name		Total Compensation
4:	Name		Total Compensation
5:	Name		Total Compensation

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-2212 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Information

Request/Subject

Memorandum of Understanding for Arizona Department of Homeland Security Grant Agreement No. 130300-02 - Regional NIMS Training Project.

Background Information

The Department of Emergency Management, Division of Health & Emergency Services, submitted a grant application to the Arizona Department of Homeland Security (AZDOHS) on behalf of counties that make up the Arizona East Homeland Security Region: Gila, Graham, Greenlee, and Pinal

Evaluation

Grant applications that take a regional approach are encouraged for the purpose of using federal grant funds efficiently to strengthen our ability to work together at all levels to address common threat and vulnerability issues and encourage the development and sharing of resources across town, city, county and tribal lines.

This grant award provides $20,739 for a Regional NIMS Training Project for the East Homeland Security Region counties.

This standard and interactive training provides communications personnel vital knowledge and skills that contribute to Emergency Operations communication planning and supports incident response activities.

Conclusion

To facilitate regional implementation we are requesting to provide a Memorandum of Understanding (MOU) to authorize the Arizona Division of Emergency Management in coordination with AZDOHS to manage the scope of the grant award.

Recommendation

The Director of Health & Emergency Services recommends approval for the Chairman to sign an MOU for Arizona Department of Homeland Security Grant Agreement #130300-02 Regional NIMS Training Project in the amount of $20,739.

Suggested Motion

Approval of a Memorandum of Understanding between Gila County Health and Emergency Services and the Arizona Department of Homeland Security (AZDOHS) to authorize the Arizona Department of Emergency Management in coordination with AZDOHS to manage and implement the scope of Grant Agreement No. 130300-02 - Regional NIMS Training Project in the amount of $20,739 for the period October 1, 2013, through September 30, 2104.

Attachments

MOU

Award Letter

Application

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501

DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services
Department of Emergency Management
5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8764 Fax: 928-425-7714

December 3, 2013

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85507

Subject: FFY2013 Homeland Security Grant Program Award
Grant Agreement #: 130300-02
Project Title: Regional NIMS Training Project

Dear Director Orrantia:

On behalf of the Gila County Division of Health and Emergency Services, I would like to formally notify you that it is the intent of Gila County that **$20,739.00** from FFY2013 SHSGP grant #**130300-02** be retained and managed by Arizona Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter from Gila County Health & Emergency Services shall serve as a formal Memorandum of Understanding for the purposes of managing local funds for the Regional NIMS Training Project.

GILA COUNTY

Michael A. Pastor, **Chairman** Date
Board of Supervisors

ATTEST:

Marian Sheppard, Clerk Date
Board of Supervisors

Approved as to form:

Bryan B. Chambers, Deputy Attorney Principal Date

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 23, 2013

Chairman Michael Pastor
Gila County Health & Emergency Services
5515 S. Apache Avenue, Suite 400
Globe, AZ 85501-4432

Subject: FFY 2013 Homeland Security Grant Program Award
Grant Agreement Number: **130300-02**
Project Title: **Regional NIMS Training Project**

Dear Chairman Michael Pastor:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **Regional NIMS Training Project** has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **$20,739**. The grant performance period is **October 1, 2013 through September 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

Per your application Gila County Health & Emergency Services intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Division of Emergency Management (ADEM) in coordination with AZDOHS to manage and implement the scope of grant agreement number **130300-02.**

Please place the attached MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Encl: MOU for **130300-02**

Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia:

On behalf of Gila County Health & Emergency Services, I would like to formally notify you that it is the intent of Gila County Health & Emergency Services that $**20,739** from FFY 2013 SHSGP grant #**130300-02** be retained and managed by the Arizona Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter from Gila County Health & Emergency Services shall serve as a formal memorandum of understanding for the purposes of managing local funds for training and exercise in the East Region.

Sincerely,

_____
Enter Title & Name Above

_____
Authorized Signature Above

_____
Enter Date Above

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- [x] -Project Administrative Page (Questions 1-10)
- [x] -Project Narrative (Questions 11-13)
- [x] -Project Justification (Questions 14 & 15)
- [x] -Core Capabilities (Questions 16 & 17)
- [x] -Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- [ ] -Equipment Budget Narrative
  - [ ] -Equipment Description & Utilization
- [x] -Training Budget Narrative & Detail Worksheet
- [ ] -Exercise Budget Narrative & Detail Worksheet
- [ ] -Planning Budget Narrative & Detail Worksheet
- [ ] -M&A Budget Narrative & Detail Worksheet
- [ ] -Organization Budget Narrative & Detail Worksheet
- [ ] -Memorandum of Understanding (if applicable)

Please check the following boxes if

- [x] -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

http://www.fema.gov/nimscast/index.jsp

- [x] -Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

www.uscis.gov/E-Verify

The following tabs MUST be completed

- [x] -Standard Data Collection Form
- [x] -Financial System Survey
- [x] -Budget Summary
- [x] -Project Summary
- [x] -FFATA Summary
- [ ] -Grant-Funded Typed Resource Report

The due date for this application is March 1, 2013 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2013.asp

Central Region, Phoenix UASI		East and West Regions, State Agencies		North and South Regions
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		Maryann Loya (602) 542-7062 mloya@azdohs.gov

Grant Timeline

March 1, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 15, 2013 AZDOHS reviews grant applications.

March 18 - April 12, 2013 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.
On or before September 2013 - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona. from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant Gila County Health & Emergency Services

Applicant Address:

Mailing Address: 5515 S. Apache Avenue, Suite 400

City/State/Zip: Globe | AZ | 85501-4432

City State Zip+4 Code

https://tools.usps.com/go/ZipLookupAction!input.action

Head of Agency

Chairma | Michael | Pastor

Title First Name Last Name

Phone #: 928-425-3231

E-Mail Address: mpastor@gilacountyaz.gov

Agency's Point of Contact Information

Dep.Dir. | Debra | Williams

Title First Name Last Name

Phone #: 928-402-8763

Cell Phone #: 928-701-1811

E-Mail Address: dwilliams@gilacountyaz.gov

2. Organization Type County

3. Region or Entity: East Region

Program Initiatives

4a. Initiatives: Expand Regional Collaboration

4b. Is this LETPA?: Select Yes/No

5. Total Dollar Amount Requested: $20,739

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

http://www.azdohs.gov/Grants/SHSS.asp

1.6.0 1.6.1 5.3.0 5.3.1 5.5.0 5.5.1

7. Identify the primary National Priority that is supported by this project from the drop down box below.

NP1. Expand Regional Collaboration

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.

New-these funds will support regional training and exercise events that have no other funding source.

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Yes, if partial funding is awarded the participating POCs will collaborate to identify the most regionally beneficial activities.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

GILA CO POC Debra Williams 928-402-8763 dwilliams@gilacountyaz.gov PINAL CO POC Lou Miranda 520-866-6942 lou.miranda@pinalcountyaz.gov GRAHAM CO POC Brian Douglas 928-792-5351 bdouglas@graham.az.us GREENLEE CO POC Steve Rutherford 928-865-9114 srutherford@co.greenlee.az.us

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This projects seeks to enhance the capabilities of current EOC and ICS response personnel, and to grow additional personnel resources by providing collaborative training opportunites to all community stakeholders.

12. What is the sustainability plan for this project/equipment?

Sustainability will come from enhancing the training of experienced personnel who can then offer training withing their agencies.

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The objective of this project is to grow the pool of available EOC staff personnel to enhance local shift schedules and for mutual aid assignment when requested. Annual update of the Multi-Year Training and Exercise Plans will be completed prior to award.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.
To learn more about the State Homeland Security Strategy, refer to the following website:
http://www.azdohs.gov/Grants/SHSS.asp

The East Region seeks to enhance Arizona's common capabilities by continuing to provide training and exercise opportunities that build on basic skills and experience that can be leveraged to support a whole community approach to preparedness and response.

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The project supports the State Initiative for Regional Collaboration by providing opportunities for government, community leadership, private sector and non-governmental entities to establish relationships, identify roles and enhance preparedness levels.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

In Gila County, the current capability to run an EOC for extended shifts is limited. Our goal is to grow our pool of available personnel for the purpose of supporting local and regional EOCs when needed.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

CORE CAPABILITIES

16. From the 31 Core Capabilities please identify, from the drop down menu, no more than three Core Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Core Capability from this project. To access the Core Capabilities List click on the link below.

http://www.fema.gov/pdf/prepared/npg.pdf

http://www.fema.gov/pdf/prepared/crosswalk.pdf

Operational Coordination	Enter Amount:	$20,739
Choose Core Capabilities	Enter Amount:	$0
Choose Core Capabilities	Enter Amount:	$0
This amount should equal the total amount being requested for this project.		$20,739

17. For each Core Capability selected, list the gap number as identified in the State Preparedness Report (SPR) that this project will address (Example gap number: Operational Communications, Equipment, 1- Acquire, maintain and sustain equipment). For each gap listed, provide a description of how this project will addresses that gap within your jurisdiction and/or region.

Operational Coordination, Training 1 Continue NIMS training for new and existing personnel. The gap is a reference to the minimal number of individual agency personnel trained to operate in EOC/ICS environments. This project will help to fill that gap by training additional personnel in EOC/ICS response roles for the purpose of advancing shift scheduling during long term local emergencies, and providing resources for filling mutual aid requests for personnel.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2013 - September 2014. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1		
Description:	Start Date	End Date
Develop a Memorandum of Understanding between Gila County and the Arizona Division of Emergency Management for implemtation and financial management of the project. Present an award and prepared MOU to the Gila County Board of Supervisors for acceptance.	10/01/2013	12/31/2013

Milestone 2		
Description:	Start Date	End Date
Schedule and hold regional trainings between 01/01/2014 thru 09/30/2014. Work with ADEM to fully expend award.	01/01/2014	03/31/2014

Milestone 3		
Description:	Start Date	End Date
Review training schedule with East Region Emergency Managers; adjust specifics as needed and allowed under grant guidelines.	04/01/2014	06/30/2014

Milestone 4		
Description:	Start Date	End Date
Update Multi-Year Training and Exercise Calendar	07/01/2014	09/30/2014

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | **Applicant:** Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.
More information on the Arizona Communications Unit Training Coordination Procedure can be found at:
http://azpsic.gov/library/standards/default.htm

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov
IS100 Introduction to ICS, IS200 ICS for Single Resource, IS700 Introduction to NIMS

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants from your jurisdiction.
Trio of basic NIMS courses provided in county EOCs. Training provider will be coordinated by the Arizona Department of Emergency Management. Estimated number of regional participants: 100

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?
Training for new hires or personnel responsible for EOC/ICS interface that have not previously been trained. Supports annual NIMS/PrepCAST compliance and a whole community approach.

How does the requested training address a gap identified in the SPR? List the gap number from the SPR and a description of how the training addresses that gap.
Operational Coordination 1. Establish and maintain unified and coordinatoed operational structure and process utilizing NIMS standards in the impacted area within 12 hours of a potential or actual incident. Gaps Training 1 Exercise 1 2 3

Mission Area Respond | **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
4	$0	$0	$1,971	$0	$0	
Total Cost for All Deliveries	$0	$0	$7,884	$0	$0	$7,884

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov
MAG 300

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.
Intermediate ICS Location Gila County EOC Training Provider ADEM Regional Participants 30

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?
Operational Coordination. Enhanced incident management training for Command level personnel.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?
Establish unified and coordinated operational structure and process utilizing NIMS standards.

Mission Area Respond | **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$0	$2,400	$0	$1,071	
Total Cost for All Deliveries	$0	$0	$2,400	$0	$1,071	$3,471

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 3

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

MAG 400

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

Advanced ICS Location Gila County EOC Training Provider ADEM Regional Participants 30

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Operational Coordination. Enhanced incident management training for Command level personnel.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Establish unified and coordinated operational structure and process utilizing NIMS standards.

Mission Area Respond **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$0	$1,600	$0	$803	
Total Cost for All Deliveries	$0	$0	$1,600	$0	$803	$2,403

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

MAG775

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

EOC Management and Operations Location Gila County EOC Training Provider ADEM Regional Participants 30

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Prepares a cadres of personnel to support response and coordination efforts during extended emergencies, either locally or through mutual aid.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Establish a coordinated operational structure and process utilizing NIMS standards.

Mission Area Respond **Training Level** Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	$0	$0	$2,000	$0	$1,039	
Total Cost for All Deliveries	$0	$0	$2,000	$0	$1,039	$3.039

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area Choose Mission Area **Training Level** Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area Choose Mission Area **Training Level** Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:

https://www.firstrespondertraining.gov

MAG191

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

ICS/EOC Interface Location Gila County EOC Training Provider ADEM Regional Participants 60

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Operational Coordination. Integration of stakeholders and partners into the response operational structure.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Establish and maintain unified and coordinated operational structure and process utilizing NIMS standards.

Mission Area	Respond	Training Level	Performance

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
2	$0	$0	$1,200	$0	$771	
Total Cost for All Deliveries	$0	$0	$2,400	$0	$1,542	$3,942

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

TOTAL TRAINING COSTS	$0	$0	$16,284	$0	$4,455	$20,739

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Health & Emergency Services

Project Title: Regional NIMS Training Project

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	$0
TRAINING	$20,739
EXERCISE	$0
PLANNING	$0
ORGANIZATION	$0
M & A	$0
APPLICATION TOTAL	$20,739

Grant Number:

Application Number:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Health & Emergency Services
Award Amount:	$20,739
Project Title:	Regional NIMS Training Project
Project Description:	This projects seeks to enhance the capabilities of current EOC and ICS response personnel, and to grow additional personnel resources by providing collaborative training opportunites to all community stakeholders.
Project Type:	Adopt & implement NIMS to include integration of core concepts into plans & procedures
Primary Core Capability:	Operational Coordination
HSGP Investment Supported:	Enhance Regional Collaboration
HSGP Primary Goal:	Goal 1 - Enhance Arizona's Common Capabilities
HSGP Objective:	Promote ways in which Arizona's citizens and communities can play an active role in being prepared for
Phoenix UASI Investment Supported:	Choose Primary Investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2013 Budget Summary

Grant Number:

Is this LETPA? No

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	$0	$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	$0	$0	Click Discipline
Developing related terrorism prevention activities	$0	$0	Click Discipline
Developing and enhancing plans and protocols	$0	$0	Click Discipline
Developing or conducting assessments	$0	$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	$0	$0	Click Discipline
Conferences to facilitate planning activities	$0	$0	Click Discipline
Materials required to conduct planning activities	$0	$0	Click Discipline
Travel/per diem related to planning activities	$0	$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	$0	$0	Click Discipline
Planning Totals	$0	$0	$0

Allowable Organizational Activities	SHSGP	UASI	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	$0	$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Organizational Totals	**$0**	**$0**	**$0**

Allowable Equipment Categories	SHSGP	UASI	Choose Primary Discipline
01- Personal Protective Equipment	$0	$0	Click Discipline
02- Explosive Device Mitigation and Remediation Equipment	$0	$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	$0	$0	Click Discipline
04- Information Technology	$0	$0	Click Discipline
05- Cyber Security Enhancement Equipment	$0	$0	Click Discipline
06- Interoperable Communications Equipment	$0	$0	Click Discipline
07- Detection	$0	$0	Click Discipline
08- Decontamination	$0	$0	Click Discipline
09- Medical	$0	$0	Click Discipline
10- Power	$0	$0	Click Discipline
11- CBRNE Reference Materials	$0	$0	Click Discipline
12- CBRNE Incident Response Vehicles	$0	$0	Click Discipline
13- Terrorism Incident Prevention Equipment	$0	$0	Click Discipline
14- Physical Security Enhancement Equipment	$0	$0	Click Discipline
15- Inspection and Screening Systems	$0	$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	$0	$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	$0	$0	Click Discipline
18- CBRNE Aviation Equipment	$0	$0	Click Discipline
19- CBRNE Logistical Support Equipment	$0	$0	Click Discipline
20- Intervention Equipment	$0	$0	Click Discipline
21- Other Authorized Equipment	$0	$0	Click Discipline
Equipment Totals	**$0**	**$0**	**$0**

Allowable Training Costs	SHSGP	UASI	Choose Primary Discipline
Overtime and backfill for emergency preparedness	$0	$0	Click Discipline
Training workshops and conferences	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$16,284	$0	Emergency Management
Travel	$4,455	$0	Emergency Management
Supplies	$0	$0	Click Discipline
Training Totals	**$20,739**	**$0**	**$20,739**

Allowable Exercise Related Costs	SHSGP	UASI	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	$0	$0	Click Discipline
Exercise planning workshop	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	$0	$0	Click Discipline
Implementation of HSEEP	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Exercise Totals	**$0**	**$0**	**$0**

Allowable Management & Administrative Costs	SHSGP	UASI	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	$0	$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	$0	$0	Click Discipline
Overtime and backfill costs	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Meeting related expenses	$0	$0	Click Discipline
Authorized office materials	$0	$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	$0	$0	Click Discipline
Management & Administrative Totals	**$0**	**$0**	**$0**
Grand Totals	$20,739	$0	$20,739

Arizona Department of Homeland Security

Financial Systems Survey

Name of Organization: Gila County Health & Emergency Services

Person completing survey: Debra Williams

Date: 02/28/2013 Email: dwilliams@gilacountyaz.gov

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

☑ Yes ☐ No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

☑ Yes ☐ No SHSGP 888300-02 CCP 888300-01 SHSGP 999302-01 SHSGP 999302-02 SHSGP 999302-03

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?

☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

☐ Yes ☑ No

6. If you answered YES to question #5 under what section of the IRS code?

☐ 501 C (3) ☐ 501 C (4) ☐ 501 C (5) ☐ 501 C (6) ☐ Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

☐ Manual ☑ Automated ☐ Combination

9. How frequently do you post to the General Ledger?

☑ Daily ☐ Weekly ☐ Monthly ☐ Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

☑ Yes ☐ No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

☑ Yes ☐ No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

☑ Yes ☐ No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

☑ Yes ☐ No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

☑ Yes ☐ No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

☑ Yes ☐ No

16. Are all accounting entries and payments supported by source documentation?

☑ Yes ☐ No

17. Are cash or in-kind matching funds supported by source documentation?

☑ Yes ☐ No

18. Are employee time sheets supported by appropriately approved/signed documents?

☑ Yes ☐ No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

☑ Yes ☐ No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

☑ Yes ☐ No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

☑ Yes ☐ No

22. Does the organization complete some level of cost or price analysis for every purchase?

☑ Yes ☐ No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

☑ Yes ☐ No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

☑ Yes ☐ No

25. Does the organization maintain written procurement policies and procedures?

☑ Yes ☐ No

Grant Number:

Application Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title *(if applicable)* : Regional NIMS Training Project

Agency: Gila County Health & Emergency Services

Amount Requested: $20,739

Project Description: This projects seeks to enhance the capabilities of current EOC and ICS response personnel, and to grow additional personnel resources by providing collaborative training opportunites to all community stakeholders.

Address: 5515 S. Apache Avenue, Suite 400

Globe *(City)* AZ *(State)* 85501-4432 *(Zip code)*

County: Gila

Authorized Individual:

Name: Michael *(First Name)* Pastor *(Last Name)*

Position / Title: Chairman

Email: mpastor@gilacountyaz.gov

Phone: 928-425-3231 Ext. 8753

Employer Identification Number: 866000444

Agency Classification *(This is based on your selection on the Project Administrative Page)* : County

Have you previously conducted business with the State using this Employer Identification Number? -1

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with y application.

http://gao.az.gov/onlineforms/forms/AZ_subw-9_010713-S&S.pdf

In which Congressional (Federal) District is your agency headquartered? Enter District #: 1

http://www.azredistricting.org

In which Legislative (State) District is your agency headquartered? Enter District # : 5

http://www.azredistricting.org

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? $25,000,000

What is your organization's fiscal year-end date? MM 06 DD 30

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? -1

Please provide contact information of the audit firm conducting your audit:

Agency: CliftonLarsonAllen LLP

Address: 1201 S. Alma School Rd. *(Address Line 1)*

(Address Line 2) Mesa *(City)* AZ *(State)* 85210 *(Zip code)*

Phone Number: 480-615-2350

Fax: 480-615-2350

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring tha program plan is implemented. All future program correspondence will be sent to this person.
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.
Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : **Program Agency**

Agency: **Arizona Division of Emergency Management**
Address: **5636 E McDowell Road** *(Address Line 1)*
(Address Line 2) | **Phoenix** *(City)* | **AZ** *(State)* | **85008** *(Zip code)*
County: **Maricopa**
Contact Person: **Ron** *(First Name)* **Kopcik** *(Last Name)*
Position/Title: **Director-Training and Exercise**
Email: **ron.kopcik@azdema.gov**
Phone Number: **602-464-6210** Ext.
Fax: **602-464-6206**

Agency Contact Type : **Fiscal Agency**

Agency: **Arizona Division of Emergency Management**
Address: **5636 E McDowell Road** *(Address Line 1)*
(Address Line 2) | **Phoenix** *(City)* | **AZ** *(State)* | **85008** *(Zip code)*
County: **Maricopa**
Contact Person: **Vanessa** *(First Name)* **Moreno** *(Last Name)*
Position/Title: **Finance**
Email: **vanessa.moreno@azdema.gov**
Phone Number: **602-464-6306** Ext.
Fax: **602-464-6206**

Agency Contact Type : **Collaborator**

Agency: **Gila County Health & Emergency Services**
Address: **5515 S. Apache Avenue** *(Address Line 1)*
Suite 400 *(Address Line 2)* | **Globe** *(City)* | **AZ** *(State)* | **85501** *(Zip code)*
County: **Gila**
Contact Person: **Debra** *(First Name)* **Williams** *(Last Name)*
Position/Title: **Dep.Dir of Emergency Management**
Email: **dwilliams@gilacountyaz.gov**
Phone Number: **928-402-8763** Ext.
Fax: **928-425-7714**

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award: Gila County Health & Emergency Services

Requested Amount: $20,739 Awarded Amount: (AZDOHS use only)

Funding Agency: Arizona Department of Homeland Security

CFDA Number: 97.067

Project Title: Regional NIMS Training Project

Location: City: Globe State: AZ Congressional District 1

http://www.azredistricting.org

Zip+4 Code: 85501-4432

DUNS Number:

1) Is 80% or more of your annual gross revenues from Federal Awards? Select Yes/No

2) Do you receive $25 Million or more annually from Federal Awards? Select Yes/No

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1: Name Total Compensation

2: Name Total Compensation

3: Name Total Compensation

4: Name Total Compensation

5: Name Total Compensation

ARF-2215 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services
Fiscal Year:	County FY2015	Budgeted?:	Yes
Contract Dates Begin & End:	10/01/2012-09/30/2014	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Replacement

Information

Request/Subject

FFY2013 Emergency Management Performance Grant (EMPG) No. EMW-2013-EP-000024 replacing FFY2012 EMPG Grant No. EMW-2012-EP-00003

Background Information

EMPG grant awards are provided by the Arizona Division of Emergency Management (ADEM) to county emergency management authorities as a federal pass through from the FEMA Emergency Management Agency (FEMA). The grant performance period is 24 months; 10/01/2012 thru 09/30/2014.

For the FFY2013 performance period, FEMA is not expected to release funding to the states until 2014. Counties may not receive funding until as late as August 2014.

Evaluation

The EMPG supports Department of Emergency Management personnel and regular operations to plan and coordinate with local response agencies for all hazards preparedness, response, recovery and mitigation activities.

Conclusion

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

Recommendation

The Director recommends that the Board of Supervisors accept the FFY2013 Emergency Management Performance Grant (EMPG) Grant #EMW-2013-EP-000024 in the amount of $113,783.00 for the performance period October 1, 2012 through September 30, 2014.

Suggested Motion

Acceptance of the FFY2013 Emergency Management Performance Grant (EMPG) No. EMW-2013-EP-000024 in the amount of $113,783 for the performance period October 1, 2012, through September 30, 2014, which replaces FFY2012 EMPG Grant No. EMW-2012-EP-00003.

Attachments

Award Letter

Application

Legal Explanation

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

Arizona Division of Emergency Management

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

Janice K. Brewer
GOVERNOR

MG Hugo E. Salazar
THE ADJUTANT GENERAL

August 2, 2013

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

RE: FFY 2013 Emergency Management Performance Grant (EMPG) Award Letter
Grant # EMW-2013-EP-000024
CFDA # 97.042
Award Amount: **$113,783.00**

Dear Mr. O'Driscoll:

The Arizona Division of Emergency Management has received and approved your completed application packet. We are pleased to provide you with this Grant Award letter in the amount of **$113,783.00**. Funds may now be obligated and expended in accordance with the EMPG grant guidelines. The period of performance will be from **October 1, 2012 – September 30, 2014**.

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

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

Should you have any questions, you may contact Wendy Smith-Reeve at 602-464-6203. I look forward to working with you and your staff in the coming year.

Sincerely,

Wendy Smith-Reeve
Director

Emergency Management Performance Grant (EMPG)
Arizona Division of Emergency Management
FFY 2013 Quarterly Report Due Dates

Period of Performance

The period of performance for FFY2013 EMPG will be from October 1, 2012 through June 30, 2014 allowing maximum flexibility to plan and coordinate the use of funds.

Quarter	Due Date
First Quarter: October 1, 2012 - December 31, 2012	January 31, 2013
Second Quarter: January 1, 2013 - March 31, 2013	April 30, 2013
Third Quarter: April 1, 2013 - June 30, 2013	July 31, 2013
Fourth Quarter: July 1, 2013 - September 30, 2013	October 31, 2013
Fifth Quarter: October 1, 2013 - December 31, 2013	January 31, 2014
Sixth Quarter: January 1, 2014 - March 30, 2014	April 30, 2014
Seventh Quarter: April 1, 2014 - June 30, 2014	July 31, 2014

Fiscal Year 2013 Application Checklist
Emergency Management Performance Grant (EMPG)

Jurisdiction:	Gila County

Application Attachments:

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

Emergency Management Director / Coordinator

Name:	Michael O'Driscoll, Director-Health & Emergency Services		
Mailing Address:	5515 S. Apache Ave., Suite 400		
City, Zip:	Globe, 85501		
Phone #'s:	928-402-8761	Cell:	928-200-2169
E-Mail:	modriscoll@gilacountyaz.gov		

Grant Financial Officer

Name:	Joe Heatherly, Director-Finance		
Mailing Address:	1400 East Ash Street		
City, Zip:	Globe, 85501		
Phone #'s:	928-402-8743	Cell:	
E-Mail:	jheatherly@gilacountyaz.gov		

My Contact for EMPG Questions

Name:	Debra L. Williams		
Mailing Address:	5515 S. Apache Ave., Suite 400		
City, Zip:	Globe, 85501		
Phone #'s:	928-402-8763	Cell:	928-701-1811
E-Mail:	dwilliams@gilacountyaz.gov		

Mailing Address for Reimbursements (if different from above)

Name:	Department of Emergency Management
Mailing Address:	5515 S. Apache Ave., Suite 400
City, Zip:	Globe, 85501

EMERGENCY MANAGEMENT ASSISTANCE PERSONNEL WORKSHEET
NONCONSTRUCTION PROGRAMS

1. PROGRAM AGENCY OR ORGANIZATION
U.S. Department of Homeland Security

2. BUDGET PERIOD ***(Month, Day, Year)***
Beginning Date: 10/01/2012 **Ending Date:** 06/30/2014

3. RECIPIENT ORGANIZATION
Gila County

4. PROGRAM: **FFY 2013 Emergency Management Performance Grant (EMPG)**
CFDA NUMBER: **97.042**

5 (A) Position Title	(B) EMPG Full Time	(C) EMPG Part Time	(D) Federal Funds Personnel	(E) Federal Funds Fringe Benefits	(F) Local Funds Personnel	(G) Local Funds Fringe Benefits	(H) Annual Salary
Director		50%	42,026.40	16,390.30	42,026.40	16,390.30	$ 116,833.40
Deputy Director		95%	22,625.20	10,746.97	22,625.20	10,746.97	$ 66,744.34
Executive Administrative Assistant		50%	9,302.80	7,256.19	9,302.80	7,256.19	$ 33,117.98
Administrative Clerk Sr.	100%		11,356.80	4,429.15	11,356.80	4,429.15	$ 31,571.90
Temporary Clerk		50%	3,600.00	1,404.00	3,600.00	1,404.00	$ 10,008.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Total			$ 88,911.20	$ 40,226.60	$ 88,911.20	$ 40,226.61	$ 258,275.61

PROJECTED EQUIPMENT PURCHASES

JURISDICTION:	Gila County			Federal	Non-Federal
AEL_SEL_Code	Title	Description	GrantNotes	Cost	Cost
10BC-00-BATT	BATTERIES	REPLACEMENT BATTERIES FOR MOTOROLA RADIOS 20 @ 40.00		$ 400.00	$ 400.00
				$ 400.00	$ 400.00

Budget Information - Non-Construction Programs						
Section A - Budget Summary						
Jurisdiction:	**Gila County**	**Note:**	**Complete the shaded sections only.**			
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	**This worksheet should reflect your total budget.**				
		Estimated Unobligated Funds		New or Revised Budget		
		Federal ('c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EMPG	**97.042**			$ 166,137.80	$ 166,137.81	$ 332,275.61
2						
5. Totals				$ 166,137.80	$ 166,137.81	$ 332,275.61
Section B - Budget Categories						
	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total
6. Object Class Categories	('1)	('2)	('3) Federal	('4) Non-Federal		('5)
a. Personnel			$ 88,911.20	$ 88,911.20		$ 177,822.40
b. Fringe Benefits			$ 40,226.60	$ 40,226.61		$ 80,453.21
c. Travel			$ 600.00	$ 600.00		$ 1,200.00
d. Equipment			$ 400.00	$ 400.00		$ 800.00
e. Supplies			$ 9,000.00	$ 9,000.00		$ 18,000.00
f. Consultant/Contractual			$ 20,000.00	$ 20,000.00		$ 40,000.00
g. Other			$ 6,000.00	$ 6,000.00		$ 12,000.00
h. Total Direct Charges (sum of 6a-6g)			$ 165,137.80	$ 165,137.81		$ 330,275.61
i. Indirect Charges			$ 1,000.00	$ 1,000.00		$ 2,000.00
j. TOTALS (sum of 6h and 6i)			$ 166,137.80	$ 166,137.81		$ 332,275.61
7. Program Income						

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED (date formatted)

(FOR ADEM USE ONLY)

1. TYPE OF SUBMISSION:

	Application	Preapplication
	Construction	Construction
X	Non-Construction	Non-Construction

3. DATE RECEIVED BY STATE

4. Annual County Allocation

5. APPLICANT INFORMATION

Jurisdiction: Gila County

Organizational Unit: Department of Emergency Management

Address (give city, county, state, and zip code):
5515 S. Apache Ave.
Suite 400
Globe, AZ 85501

Name and telephone number of person to be contacted on matters involving this application (give area code)
Debra L. Williams
928-402-8763

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 86-6000444

6a. Dun & Bradstreet Number:

7. TYPE OF APPLICANT: (enter appropriate letter in box) A

A. County
B. Municipal
C. Township
D. Interstate
E. Intermunicipal
F. Independent School Dist.
G. Private University
H. Indian Tribe
I. Individual
J. Profit Organization
O. Other (Specify)

8. TYPE OF APPLICATION:

X	New		Continuation		Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award | B. Decrease Awa | C. Increase Duration | D. Decrease Duration | Other (specify):

9. NAME OF STATE AGENCY:
Arizona Division of Emergency Management

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 97-042

TITLE: *Emergency Management Performance Grant*

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Emergency Management State & Local Assistance

12. AREAS AFFECTED BY PROJECT (Cities, Counties, etc.):
Countywide

13. PROJECT DATES:

Start Date	Ending Date
10/01/2012	*06/30/2014*

14a. CONGRESSIONAL DISTRICTS: 4 , 1

14b. LEGISLATIVE DISTRICTS: 6 , 7 , 8

15. ESTIMATED FUNDING:

a. Federal	$	166,137.80
b. Applicant	$	166,137.81
c. Other	$	
d. TOTAL	$	332,275.61

16. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION 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 ASSURANCES IF THE ASSISTANCE IS AWARDED.

17. a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Michael O'Driscoll	Director, Gila County Health and Emergency Services	928-402-8761

d. Signature of Authorized Representative: Michael J. O'Driscoll

e. Date Signed (date formatted): 01/30/2013

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AZ Standard Form 424 (REV. 10-03)
Prescribed by OMB Circular A-102

OMB APPROVAL No. 0348-0040

ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

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

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

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Michael J. O'Driscoll	Director, Gila County Health & Emergency Services
APPLICANT ORGANIZATION	**DATE SUBMITTED**
Gila County	01/30/2013

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

FFY 2013 / CFDA: 97-042

PERFORMANCE PERIOD: 10/1/12 - 6/30/14

Special Conditions

JURISDICTION: Gila County

EMERGENCY MANAGER: Michael O'Driscoll

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

1. All sub-recipients must comply with National Incident Management System (NIMS) requirements as specified in the EMPG Program Guidelines and Application Kit.

2. Sub-recipient agrees to comply with the financial and administrative requirements set forth in the OMB Circular A-133, §400(d)(3) and (4); when spending **$500,000 or more of all federal funds, to obtain annual single audits and submit their audit reports to ADEM** within nine months after the sub-recipient's year end.

3. Follow the current grant guidance as well as the Authorized Equipment List (AEL), located at www.rkb.us, for all equipment pruchases. The sub-recipient agrees that, when practicable, any equipment purchased with grant funding shall be marked with "Purchased with funds provided by the U.S. Department of Homeland Security.

4. Exercises utilizing Homeland Security funding must be reported in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidelines.

5. Sub-recipients receiving EMPG funds will be subject to monitoring and site visits by ADEM staff.

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

Emergency Manager Signature: Michael J. O'Driscoll _____ Date: 01/30/2013

ARIZONA DIVISION OF EMERGENCY MANAGEMENT/ARIZONA EMERGENCY RESPONSE COMMISSION

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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

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

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

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

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

Michael O'Driscoll

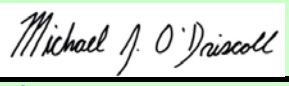
Name

5515 S. Avenue
Suite 400

Address

Globe, AZ 85501

City, State Zip



01/30/2013

Signature **Date**

QUARTERLY FINANCIAL EXPENDITURE REPORT

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) CFDA 97-042

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

JURISDICTION	PERIOD COVERED	
	FROM	THROUGH
	10/01/2012	12/31/2012

	EXPENDITURES BY COST CATEGORIES									
	PERSONNEL	FRINGE BENEFITS	TRAVEL	EQUIPMENT	SUPPLIES	CONSULTANT/ CONTRACTUAL	OTHER	TOTAL DIRECT	INDIRECT COSTS	TOTAL
12-Oct	10,152.83	580.15			83.35	917.50	81.06	11,814.89	202.24	12,017.13
28,344.06		135.70			234.16	9,825.27	108.45	10,303.58	17.50	10,321.08
		1,063.85			10.00	3,451.16	388.29	4,913.30		4,913.30
		863.96				126.02	8.50	998.48		998.48
		51.55						51.55		51.55
		42.52						42.52		42.52
12-Nov	9,892.00	622.48			35.47	458.75	74.31	11,083.01	86.86	11,169.87
15,543.42	340.00	145.61			16.44	856.20	107.88	1,466.13	28.39	1,494.52
	-50.00	1,106.32			502.85		75.76	1,634.93	10.00	1,644.93
		863.96					184.61	1,048.57		1,048.57
		53.01					8.00	61.01		61.01
		42.00					90.78	132.78		132.78
		-8.26						-8.26		-8.26
								0.00		0.00
12-Dec	12,386.42	796.38	67.56		85.83	458.75	81.06	13,876.00		13,876.00
24,760.65	665.00	186.27			-209.12	6,550.18	94.02	7,286.35		7,286.35
		1,379.91			58.72	847.89	29.73	2,316.25		2,316.25
		898.22				8.26	4.05	910.53		910.53
		57.57						57.57		57.57
		313.95						313.95		313.95
								0.00		0.00
								0.00		0.00
The costs indicated are eligible EMPG expenses and the supporting documentation is maintained in accordance with A.R.S. 41-1346.										
Authorized Signature										
TOTAL AMOUNT EXPENDED	**$33,386.25**	**$9,195.15**	**$67.56**	**$0.00**	**$817.70**	**$23,499.98**	**$1,336.50**	**$68,303.14**	**$344.99**	**$68,648.13**
FEDERAL SHARE (50%)	**$16,693.13**	**$4,597.58**	**$33.78**	**$0.00**	**$408.85**	**$11,749.99**	**$668.25**	**$34,151.57**	**$172.50**	**$34,324.07**

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-2220 **Consent Agenda Item 4. I.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Reporting Period: Clerk of the Superior Court's Office Monthly Report for October 2013

Submitted For: Anita Escobedo **Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for October 2013

Suggested Motion

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

Attachments

Clerk of Court Report for 10/13

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

OCTOBER 2013

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

Anita Escobedo

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

Summary Allocation by Agency Report

Report generated on : 11/5/2013 11:40:10 AM

Criteria : From Date : 10/1/2013 To Date :10/31/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$2924.69		($4495.57)		($1570.88)	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$18849.00				$18849.00	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2835.48				$2835.48	$141.77
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$5.23				$5.23	$0.26
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$41.85				$41.85	$2.09
		ZVAPB	30% INTERSTATE COMPACT			$58.50		$58.50	$2.93
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$175.00				$175.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$64.39				$64.39	$3.22
		ZATT	ATTORNEY FEE REIMBURSEMENT	$1355.00				$1355.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$437.21				$437.21	$21.86
		ZFEE	BASE FEES (GENERAL FUND)	$5901.76				$5901.76	$295.09

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFINE	BASE FINES	$3866.38		$392.13		$4258.51	$212.93
		ZCIEF	CHILDREN ISSUES EDUC FUND	$602.73				$602.73	$30.14
		ZCEF	CLEAN ELECTIONS FUND	$384.33		$0.97		$385.30	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$55.58				$55.58	$2.78
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$2.92				$2.92	$0.15
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$47.93				$47.93	$2.40
		ZJDET	COUNTY JUV DETENTION	$45.88				$45.88	$2.29
		ZCLLF	COUNTY LAW LIBRARY FUND	$2833.82				$2833.82	$141.69
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1867.07		$16.59		$1883.66	$94.18
		ZDNAS	DNA STATE SURCHARGE	$247.58		$0.57		$248.15	$12.41
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1184.29				$1184.29	$59.21
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$357.01				$357.01	$17.85
		ZDREF	DOMESTIC RELATIONS EDUCATION	$167.12				$167.12	$8.36

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1650.80				$1650.80	$82.54
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$777.30		$4.26		$781.56	$39.08
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$242.03				$242.03	$12.10
		ZDCRT	DRUG COURT FEE FUND	$470.00		$20.00		$490.00	$24.50
		ZDUIA	DUI ABATEMENT FUND	$105.00				$105.00	$5.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$576.55				$576.55	$28.83
		ZWITN	EXPERT WITNESS FUND	$842.00				$842.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$732.61		$25.00		$757.61	$37.88
		ZEXJU	EXTRA JUV PROBATION ASMNT	$505.04				$505.04	$25.25
		ZFAR2	FARE DELINQUENCY FEE	$13.99				$13.99	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$5.59				$5.59	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$269.00		$0.68		$269.68	$13.48
		ZFIF	FORENSIC INVESTIGATION FUND	$50.00				$50.00	$2.50
		ZCC	GEN JURIS CONCILIATION COURT	$1823.21				$1823.21	$91.16
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$3847.73		$309.69		$4157.42	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$641.28		$51.60		$692.88	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$1923.88		$154.85		$2078.73	$0.00
		ZJF	JAIL (INCARCERATION) FEES			$21.13		$21.13	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1391.71				$1391.71	$69.59
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$3161.90				$3161.90	$158.10
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$149.74		$17.50		$167.24	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$278.08		$32.50		$310.58	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$10.00		$180.00		$190.00	$9.50
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$40.00		$720.00		$760.00	$38.00
		ZJS	JUVENILE PROBATION SERV FEES	$1053.07				$1053.07	$52.65
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$514.13		$4.14		$518.27	$25.91
		ZEMAN	MINOR EMANCIPATION	$46.00				$46.00	$2.30
		ZMISC	MISCELLANEOUS FEES	$45.08				$45.08	$2.25

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$20.00				$20.00	$1.00
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$0.92				$0.92	$0.05
		ZPP	PASSPORT APPLICATION FEES	$800.00				$800.00	$40.00
		ZPCOF	PRISON CONSTRUCTION AND	$2917.77				$2917.77	$145.89
		ZPRS6	PROB SURCH 2006	$5.16				$5.16	$0.26
		ZPBA	PROBATION FEE ADULT	$9302.11		$743.12		$10045.23	$502.26
		ZPRSU	PROBATION SURCHARGE ($5.00)	$5.00				$5.00	$0.25
		ZPUBZ	PUBLIC DEFENDER FEES	$25.01				$25.01	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$1955.00				$1955.00	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$134.98				$134.98	$6.75
		ZSTAT	STATE TREASURER - GENERAL FUND	$183.31				$183.31	$9.17
		ZTECH	TECHNICAL REGISTRATION FUND	$15.00				$15.00	$0.75
		ZVAF	VICTIMS ASSISTANCE FUND			$136.50		$136.50	$6.83
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$110.00		$147.00		$257.00	$12.85
		ZGFDU	XTRA DUI ASSMT	$280.00				$280.00	$14.00
		ZPRS9	ZPRS9	$150.12				$150.12	$7.51

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$154.00				$154.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$69.00				$69.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$12879.00		$1458.84		$14337.84	$0.00
			Total:	**$94424.35**		**$0.00**		**$94424.35**	**$2520.05**

LESS SHADED AREAS: - 36,245.32

58,179.03

PLUS HOLD ACCOUNT: + 1,570.88

$59,749.91

STATE OF ARIZONA)
) ss:
County of Gila)

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

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of OCTOBER, 2013.

Anita Escobedo

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

SUBSCRIBED AND SWORN to before me this 18TH day of November, 2013.

Vicki S. Aguilar

Deputy

ARF-2210 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 12/03/2013

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

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

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Information

Subject

Payson Regional Constable's Office Monthly Report for October 2013

Suggested Motion

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

Attachments

Payson Regional Constable's Office Monthly Report for October 2013

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

October 2013
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

November 1, 2013

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

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

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

- Received a total of **145** papers for service
- Drove a total of **1450** miles
- Collected a total of **$1,137.40** as follows:

• Check Total	$607.00
• Cash Total	$530.40
• Total Deposited	$1,137.40
• Less Writ Fee (2 @ $5.00/each) Collected (Check #2334/Treasurer's Receipt #98374)	($ 10.00)
• Paid to General Fund (Check #2335/Treasurer's Receipt #98375)	$1,127.40
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,002.40**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2013-2014

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	$1,354.80	$875.00	$2,229.80
AUGUST	122	982	$1,528.20	$875.00	$2,403.20
SEPTEMBER	148	1,010	$1,395.00	$875.00	$2,270.00
OCTOBER	145	1450	$1,137.40	$875.00	$2,012.40
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	531	5,138	$5,415.40	$3,500.00	$8,915.40

CHECK AND CASH RECEIVED FOR MONTH				October	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
10/1/2013	691568/296816	$77.00	2013CV550	Center Ridge/NRP Group, LLC (Law Office of Scott M Clark)	Kathy Sain, Angel Marx, Adam Boegeman and All Other Occupants
10/4/2013	691569	$48.00	2013CV634-FD	Oak Park Partners Attn: Jerold L. Miles	Roberta Joyce White
10/4/2013	691570/6750	$64.00	C10313	First Financial Bank NA (Law Firm of Scott E Osman)	Francis A Robinson and Pennie C Robinson
10/7/2013	691571	$48.00	2013CV635-FD	Green Valley Apartments c/o Rick Croy	Rachel Tilley
10/7/2013	691572/1421	$48.00	2013CV636-FD	JACL Holdings LLC Brad Croak	Skyler Johnson, Austin Breshears
10/8/2013	691573	$48.00	2013CV640-FD	Barbara Leas Crow	Shanon Pellegrim
10/8/2013	691573	$32.00	2013CV641-FD	Barbara Leas Crow	Joanna Holyoak
10/10/2013	691574	$48.00	2013CV644-FD	Tonto Oaks Apartments, LLC/Payson Units c/o Cindy Miller	Susan Edwardson
10/11/2013	691575	$40.00	2013CV647-OV	Jean Smith	Bristol Leos
10/14/2013	691576	$58.40	2013CV654-FD	Two Star Investment c/o Eugene Gard	Thersa Barnes & ETL
10/14/2013	691577/7387	$50.40	5 Day Notice	Thomas Connolly Shirlene Connolly	All Bikes &, Ronald Adler
10/16/2013	691578	$40.00	DO201300341	Susan Marie Bernadette Mesner Waszak	Joseph Lawrence Waszak
10/16/2013	691579	$40.00	2013CV000660	Gregory Bownds	Sean Tanner
10/18/2013	691580/7812	$48.00	2013CV664FD	Kachina Doll Trailer Park	Terrice Kennedy
10/21/2013	691590/107412	$67.20	DO20060883	Maria Tello Hill	Rick "Dusty" Allan Hill
10/21/2013	691581/2488	$77.00	2013CV644-FD	Tonto Oaks Apartments, LLC/Payson Units c/o Cindy Miller	Susan Edwardson
10/21/2013	691582/33472	$40.00	13A003317	Mission Financial Services	Lyndsie D. Butler
10/21/2013	691583	$48.00	30 Day Notice	C-Bar Diamond, c/o Christine Immel	Teddy Wallace, Penny Wallace
10/21/2013	691584	$40.00	2013CV662-SC	Nicholas Alvin Landress	Michael J Harper
10/22/2013	691585/26145	$29.00	2009CV222OV	Payson Regional Medical Center (JJL Process Corp)	John J Ceja & Jane Doe Ceja
10/23/2013	691586/7391	$58.40	2013CV671-FD	Thomas Connolly Shirlene Connolly	All Bikes &, Ronald Adler
10/24/2013	691587/2485	$48.00	2013CV674-FD	PJ Rental Properties LLC, Paul Bates and Joy Richards	William McDermott, Amy McDermott
10/25/2013	691588	$40.00	2013CV000675	Jo Chavez	David Conway
	Total deposit for October 2013	$1,137.40			
	Writ Fees Collected for October 2013 11/1/2013 ck#2334	$10.00			
	Adjusted Service Fees Collected for October 2013 11/1/2013 ck#2335	$1,127.40			

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

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

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

10/1/2013 TO 10/31/2013

Number of Cases	Description
1	30 Day Notice To Vacate (Fee)
1	5 Day Notice To Vacate (Fee)
1	Application and Affidavit for Default in Family Court Cases (Fee)
2	Citation; Original Petition (Fee)
2	Injunction Against Harassment (Fee Waived By Ct) (Fee)
3	Injunction Against Harassment (Fee)
1	Notice & Summons (Fee)
1	Petition To Enforce Divorce Decree (Fee)
2	Summons & Complaint (Fee)
10	Summons & Complaint-Forcible Detainer (Fee)
2	Writ Of Restitution (Fee)
1	Divorce Packet
1	Injunction Against Harassment
10	Notice To Appear; Petition
5	Order Of Protection

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

10/1/2013 TO 10/31/2013

Number of Cases	Description
98	Subpoena
1	Subpoena Trial Reset
3	Summons & Complaint

Total Number of Fee Services	26
Total Number of Non Fee Services	119
Total Number of Services	145

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

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

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

10/1/2013 TO 10/31/2013

Date: 11/1/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/1/2013	10/1/2013	2013CV550	Center Ridge/NRP Group, LLC	Kathy Sain, Angel Marx, Adam Boegeman and All Other Occupants	Kathy Elaine Sain	$77.00	691568/296816	Payson Justice Court	0
		Writ Of Restitution	Kathy Sain, Angel Marx, Adam Boegeman and All Other Occupants	105 E Main Street #201 Payson, AZ 85541	105 E Main Street #201 Payson, AZ 85541	$77.00			1
10/3/2013	10/14/2013	2013CV000630	Ramon Laborin	George Reykowski	George Reykowski	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	George Reykowski	209 S Ponderosa Street apt 208 Payson, AZ 85541	1100 South Street Globe, AZ 85541	$0.00			8
10/4/2013	10/11/2013	C10313	First Financial Bank NA	Francis A Robinson	Francis A Robinson	$40.00	691570/6750	249th Judicial District Court, Somervell County, Texas	0
		Citation; Original Petition	Francis A Robinson and Pennie C Robinson	501 W Arabian Way Payson, AZ 85541	501 W Arabian Way Payson, AZ 85541	$40.00			1
10/4/2013	10/11/2013	C10313	First Financial Bank NA	Pennie C Robinson	Francis A Robinson	$24.00	691570/6750	249th Judicial District Court, Somervell County, Texas	0
		Citation; Original Petition	Francis A Robinson and Pennie C Robinson	501 W Arabian Way Payson, AZ 85541	501 W Arabian Way Payson, AZ 85541	$24.00			1
10/4/2013	10/7/2013	2013CV634-FD	Oak Park Partners Attn: Jerold L. Miles	Roberta Joyce White	Colton Cheyenne White	$48.00	691569	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Roberta Joyce White	1304 N. Beeline Highway, #44 Payson, AZ 85541	1304 N Beeline Hwy sp 44 Payson, AZ 85541	$48.00			1
10/7/2013	10/8/2013	2013CV635-FD	Green Valley Apartments c/o Rick Croy	Rachel Tilley	Posted	$48.00	691571	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Rachel Tilley	905 S McLane Road #26 Payson, AZ 85541	905 S McLane #26 Payson, AZ 85541	$48.00			1
10/7/2013	10/8/2013	2013CV636-FD	JACL Holdings LLC Brad Croak	Skyler Johnson, Austin Breshears	Posted	$48.00	691572/1421	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Skyler Johnson, Austin Breshears	624 N Ponderosa Cir A Payson, AZ 85541	624 N Ponderosa Circle #A Payson, AZ 85541	$48.00			1
10/8/2013	10/9/2013	2013CV640-FD	Barbara Leas Crow	Shanon Pellegrim	Shanon Pellegrim	$48.00	691573	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Shanon Pellegrim	502 S Mariposa Payson, AZ 85541	502 S Mariposa Payson, AZ 85541	$48.00			1

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10/8/2013	10/9/2013	2013CV641-FD	Barbara Leas Crow	Joanna Holyoak	Shanon Pellegrim	$32.00	691573	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Joanna Holyoak	502 S Mariposa Payson, AZ 85541	502 S Mariposa Payson, AZ 85541	$32.00			1
10/10/2013	10/10/2013	2013CV644-FD	Tonto Oaks Apartments, LLC/Payson Units c/o Cindy Miller	Susan Edwardson	Posted-front door	$48.00	691574	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Susan Edwardson	210 W Bonita Payson, AZ 85541	210 W Bonita Payson, AZ 85541	$48.00			1
10/11/2013	10/14/2013	2013CV647-OV	Jean Smith	Bristol Leos	Bristol Leos	$40.00	691575	Payson Justice Court	0
		Summons & Complaint	Bristol Leos	235 Liberty Lane Payson, AZ 85541	235 Liberty Lane Payson, AZ 85541	$40.00			1
10/14/2013	10/15/2013	2013CV654-FD	Two Star Investment c/o Eugene Gard	Thersa Barnes & ETL	Thersa Barnes & ETL	$58.40	691576	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Thersa Barnes & ETL	16557 N AZ Highway 87 #24 Payson, AZ 85541	16557 N AZ Highway 87 #24 Payson, AZ 85541	$58.40			1
10/14/2013	10/15/2013	5 Day Notice	Thomas Connolly Shirlene Connolly	All Bikes &, Ronald Adler	Ronald Jack Adler	$50.40	7387	N/A	0
		5 Day Notice To Vacate	All Bikes &, Ronald Adler	16603 N. Highway 87 Rye, AZ 85541	16557 N Highway 87 #24 Payson, AZ 85541	$50.40			1
10/16/2013	10/18/2013	DO201300341	Susan Marie Bernadette Mesner Waszak	Joseph Lawrence Waszak	Joseph Lawrence Waszak	$40.00	691578	Superior Court Gila County	0
		Application and Affidavit for Default in Family Court Cases	Joseph Lawrence Waszak	171 N. Lees Way Oxbow Estates Payson, AZ 85541	Oxbow Trail / State Route 87 Payson, AZ 85541	$40.00			2
10/16/2013	10/16/2013	2013CV000660	Gregory Bownds	Sean Tanner	Sean Tanner	$40.00	691579	Payson Regional Justice Court	0
		Injunction Against Harassment	Sean Tanner	303 N Beeline Highway Payson, AZ 85541	303 N Beeline Highway Payson, AZ 85541	$40.00			1
10/18/2013	10/18/2013	2013CV664-FD	Kachina Doll Trailer Park	Terrice "Terri" Kennedy	Terrice "Terri" Kennedy	$48.00	7812/691580	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Terrice "Terri" Kennedy	1001 S Goodfellow Rd. #1 Payson, AZ 85541	1001 S Goodfellow Rd. #1 Payson, AZ 85541	$48.00			1
10/21/2013	10/24/2013	DO20060883	Maria Tello Hill	Rick "Dusty" Allan Hill	Rick "Dusty" Allan Hill	$67.20	691590/107412	Superior Court of Yavapai	0
		Petition To Enforce Divorce Decree	Rick "Dusty" Allan Hill	6314 Randall Drive Pine, AZ 85544	4230 State Route 87 #7 Pine, AZ 85544	$67.20			7
10/21/2013	10/24/2013	13A003317	Mission Financial Services	Lyndsie D. Butler	Lyndsie D. Butler	$40.00	691582/33472	Justice Court, Las Vegas Township, Clark County, Nevada	0
		Summons & Complaint	Lyndsie D. Butler	107 N. Lake Shore Road Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			5
10/21/2013	10/21/2013	2013CV644-FD	Tonto Oaks Apartments, LLC/Payson Units c/o Cindy Miller	Susan Edwardson	Susan Edwardson	$77.00	691581/2488	Payson Regional Justice Court	0
		Writ Of Restitution	Susan Edwardson	210 W Bonita Payson, AZ 85541	210 W Bonita Payson, AZ 85541	$77.00			1
10/21/2013	10/21/2013	30 Day Notice	C-Bar Diamond, c/o Christine Immel	Teddy Wallace, Penny Wallace	Penny Wallace	$48.00	691583	N/A	0
		30 Day Notice To Vacate	Teddy Wallace, Penny Wallace	3696 E AZ Highway 260 #A-15 Star Valley, AZ 85541	3696 E Hwy 260 #A15 Star Valley, AZ 85541	$48.00			1

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10/21/2013	10/21/2013	2013CV662-SC	Nicholas Alvin Landress	Michael J Harper	Michael J Harper	$40.00	691584	Payson Justice Court	0
		Notice & Summons	Michael J Harper	111 W Cedar Lane Suite #C Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			1
10/22/2013	10/22/2013	2013CV000670	Elizabeth Ann Carollo	Richard Kirk	Richard Kirk	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Richard Kirk	303A S Goodnow Payson, AZ 85541	600 S Oak #7 Payson, AZ 85541	$0.00			2
10/23/2013	10/24/2013	2013CV671-FD	Thomas Connolly Shirlene Connolly	All Bikes &, Ronald Adler	Ronald Jack Adler	$58.40	691586/7391	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	All Bikes &, Ronald Adler	16557 N Highway 87 #24 Payson, AZ 85541	16557 N Highway 87 #24 Payson, AZ 85541	$58.40			1
10/24/2013	10/24/2013	2013CV674-FD	PJ Rental Properties LLC, Paul Bates and Joy Richards	William McDermott, Amy McDermott	Posted-front door	$48.00	691587/2485	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	William McDermott, Amy McDermott	1202 N Easy Street Payson, AZ 85541	1202 N Easy Street Payson, AZ 85541	$48.00			1
10/25/2013	10/25/2013	2013CV000675	Jo Chavez	David Conway	David Conway	$40.00	691588	Payson Regional Justice Court	0
		Injunction Against Harassment	David Conway	1007 S Ash Street Payson, AZ 85541	1007 S Ash Street Payson, AZ 85541	$40.00			1
10/25/2013	10/25/2013	2013CV000680	Heather Hinrichs	Dawn Elaine Starr Denny	Dawn Elaine Starr Denny	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Dawn Elaine Starr Denny	308 S Bentley Payson, AZ 85541	308 S Bentley Payson, AZ 85541	$0.00			1

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

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

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10/1/2013	10/1/2013	2013TR012389	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Tyler Dare	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/3/2013	10/8/2013	2013CR12268	State of Arizona	Michael Chittick	Michael Chittick	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Circle Payson, AZ 85541	101 W Chateau Circle Payson, AZ 85541	$0.00			1
10/3/2013	10/8/2013	2013CR12268	State of Arizona	Kim Chittick	Kim Chittick	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Payson, AZ 85541	101 W Chateau Payson, AZ 85541	$0.00			1
10/3/2013	10/9/2013	2013CR12268	State of Arizona	James Ernest Klue	James Ernest Klue	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	105 W Chateau Circle Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			3
10/3/2013		2013CV000631	Kit McGuire [redacted] minor	[redacted]		$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment	[redacted] minor	206 N Titel Street Payson, AZ 85541		$0.00			0
10/4/2013	10/7/2013	2013TR001869	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Anthony Mauceli	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	2013TR012417	State of Arizona	Payson Police Department, Officer Torres	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Luke Holiday	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	2013TR012398	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Mitchell Wilkinson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	2013TR012398	State of Arizona	Payson Police Department, Officer Marchesseault	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Mitchell Wilkinson	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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10/4/2013	10/14/2013	CR2012-0243	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	150 Rice Road Tonto Basin, AZ 85553	802 W Bridle Path Payson, AZ 85541	$0.00			4
10/4/2013	10/10/2013	CR2012-0243	State of Arizona	Brenda Mayer	Brenda Mayer	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	291 N Sycamore Lane Tonto Basin, AZ 85553	391 CS. Sycamore Lane Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	CR2012-0243	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	CR2012-0243	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	609 E McKamey Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/4/2013	10/9/2013	CR2012-0243	State of Arizona	George Fishel	George Fishel	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	2800 W Graff Payson, AZ 85541	2800 W Graff Payson, AZ 85541	$0.00			1
10/4/2013	10/7/2013	CR2012-0243	State of Arizona	GCSO, Detective J. Garrett	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Eddie Ponce	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/4/2013	10/8/2013	2013CV000633	Elizabeth Ann Carollo	Raul O Duarte	Raul O Duarte	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Raul O Duarte	1402 Manzanita Payson, AZ 85541	702 N Mazatzal Circle Payson, AZ 85541	$0.00			5
10/7/2013	10/7/2013	2013TR015007	State of Arizona	GCSO, Deputy S Osborne	GCSO Clipboard	$0.00		Star Valley Magistrate Court	0
		Subpoena	Michael McGee	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2013	10/13/2013	CR2013-123	State of Arizona	Sam Smith	Sam Smith	$0.00		Superior Court Gila County	0
		Subpoena	Kenny James Carver	457 N. Seeley Road Young, AZ 85554	457 N. Seeley Road Young, AZ 85554	$0.00			1
10/8/2013	10/8/2013	CR2013-123	State of Arizona	GCSO Dep , M Clark	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Kenny James Carver	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2013	10/8/2013	2013CR598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2013	10/9/2013	2013CR598	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/8/2013	10/10/2013	2013CR598	State of Arizona	Dennis James Mason	Dennis James Mason	$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	225 W Ruiz Canyon Road Globe, AZ 85501	225 W Ruiz Canyon Road Globe, AZ 85501	$0.00			1
10/8/2013	10/8/2013	CR2013-123	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Kenny James Carver	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

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10/9/2013	10/9/2013	2012TR12240	State of Arizona	Benjamin Lee West	Benjamin Lee West	$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	1212 William Tell Payson, AZ 85541	1212 William Tell Payson, AZ 85541	$0.00			1
10/9/2013	10/14/2013	2012TR12240	State of Arizona	Jacob Andrew Boswell	Jacob Andrew Boswell	$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	107 E Airline Payson, AZ 85541	610 W Main Street # one eye jack Payson, AZ 85541	$0.00			5
10/9/2013	10/11/2013	2012TR12240	State of Arizona	Amber Christina Holland	Amber Christina Holland	$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	102 South Overland Court Payson, AZ 85541	102 South Overland Court Payson, AZ 85541	$0.00			2
10/9/2013	10/9/2013	2013CR12268	State of Arizona	Michael Chittick	Michael Chittick	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Circle Payson, AZ 85541	101 W Chateau Circle Payson, AZ 85541	$0.00			1
10/9/2013	10/9/2013	2013CR12268	State of Arizona	Kim Chittick	Kim Chittick	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Payson, AZ 85541	101 W Chateau Payson, AZ 85541	$0.00			1
10/9/2013	10/9/2013	2013CR12268	State of Arizona	James Ernest Klue	James Ernest Klue	$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	105 W Chateau Circle Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
10/9/2013	10/14/2013	2013CR300	State of Arizona	AZ Game & Fish, Ofc. D. Daniels	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept. ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/9/2013	10/14/2013	2013CR300	State of Arizona	AZ Game & Fish, Ofc G Fabian	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/9/2013	10/14/2013	2013CR300	State of Arizona	AZ Game & Fish, Ofc M Rice	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	JV2013-0182	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	420 W Frontier Street Payson, AZ 85541	420 W Frontier Street Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	JV2013-0182	State of Arizona	Rita H. Jones	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	420 W Frontier Payson, AZ 85541	420 W Frontier Street Payson, AZ 85541	$0.00			1
10/10/2013	10/15/2013	JV2013-183	State of Arizona	[redacted] minor	Katherine Meyer	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	121 E Utter Way Tonto Basin, AZ 85553	127 E Greenback Drive Tonto Basin, AZ 85553	$0.00			2
10/10/2013	10/15/2013	JV2013-183	State of Arizona	Norman & Katherine Meyer	Katherine Meyer	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	121 E Utter Way Tonto Basin, AZ 85553	127 E Greenback Drive Tonto Basin, AZ 85553	$0.00			2
10/10/2013	10/13/2013	2013CR269	State of Arizona	Jenny Hunt	Jenny Hunt	$0.00		Payson Regional Justice Court	0
		Subpoena	Shonda L. Zellner	46878 Highway 288 Young, AZ 85554	48699 Highway 288 Young, AZ 85554	$0.00			1

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10/10/2013	10/13/2013	2013CR269	State of Arizona	Kevin Mart	Kevin Mart	$0.00		Payson Regional Justice Court	0
		Subpoena	Shonda L. Zellner	46878 Highway 288 Young, AZ 85554	442 Neaglin Crossing Young, AZ 85554	$0.00			1
10/10/2013	10/23/2013	2013CR269	State of Arizona	Linda Cheney	Linda Cheney	$0.00		Payson Regional Justice Court	0
		Subpoena	Shonda L. Zellner	46878 Highway 288 Young, AZ 85554	46878 Highway 288 Young, AZ 85554	$0.00			1
10/10/2013	10/13/2013	2013CR269	State of Arizona	Michael Henderson	Michael Henderson	$0.00		Payson Regional Justice Court	0
		Subpoena	Shonda L. Zellner	911 S Moonlight Drive Star Valley, AZ 85541	48699 Highway 288 Young, AZ 85554	$0.00			2
10/10/2013	10/11/2013	2013CR269	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Shonda L. Zellner	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	2013CR299	State of Arizona	AZ Game & Fish, Ofc. D. Daniels	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Steven Osorio Valenzuela	AZ Game & Fish Dept. ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	2013CR299	State of Arizona	AZ Game & Fish, Ofc M Rice	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Steven Osorio Valenzuela	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	2012TR2507	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	James Drorbaugh	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
10/10/2013	10/14/2013	2013CR341	State of Arizona	Joseph Weathersby	Joseph Weathersby	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael K Weathersby	45 Walters Lane #6 Star Valley, AZ 85541	45 Walters Lane #6 Star Valley, AZ 85541	$0.00			1
10/10/2013	10/11/2013	2013CR341	State of Arizona	GCSO, Deputy D. Hornung	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael K Weathersby	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2013	10/11/2013	2013CR341	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael K Weathersby	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2013	10/15/2013	2013CR291/2013CR305	State of Arizona	GCSO Sgt. Virgil Dodd	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	GCSO, 1100 South Street Globe, AZ 85501	1177 East Monroe Street Globe, AZ 85501	$0.00			1
10/10/2013	10/11/2013	2013CR291/2013CR305	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2013	10/11/2013	2013CR291/2013CR305	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2013	10/22/2013	2013CR291/2013CR305	State of Arizona	Chrystal Estes	Chrystal Estes	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	16557 N Highway 87 #27 Payson, AZ 85541	16557 N Highway 87 #27 Payson, AZ 85541	$0.00			3

ITEMIZED SERVICES by DATE RECEIVED

10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/10/2013	10/22/2013	2013CR291/2013CR305	State of Arizona	David Deburger	David Deburger	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	16557 N AZ Highway 87 lot 27 Payson, AZ 85541	16557 N AZ Highway 87 lot 27 Payson, AZ 85541	$0.00			4
10/10/2013	10/15/2013	2013CR291/2013CR305	State of Arizona	Oral Deburger	Oral Deburger	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	16557 N Highway 87 #27 Payson, AZ 85541	16557 N Highway 87 #6 Payson, AZ 85541	$0.00			2
10/10/2013	10/15/2013	2013CR291/2013CR305	State of Arizona	Coreen Noel	Coreen Noel	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael D Williams	16557 N Highway 87 #28 Payson, AZ 85541	16557 N Highway 87 #28 Payson, AZ 85541	$0.00			2
10/10/2013	10/14/2013	2013CR299	State of Arizona	AZ Game & Fish, Ofc G Fabian	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Steven Osorio Valenzuela	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/11/2013	10/14/2013	2013TR012419	State of Arizona	Payson Police Dept, Officer Linkey	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	George William Schiller, IV	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/11/2013	10/14/2013	2013TR012441	State of Arizona	Payson Police Department, Officer Torres	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	George William Schiller, IV	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/11/2013	10/11/2013	2013TR1598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/11/2013	10/11/2013	2013TR1598	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/11/2013		2013TR1598	State of Arizona	Tonto Apache Police Department, Officer Bender		$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	TAR Payson, AZ 85541		$0.00			0
10/11/2013	10/11/2013	CR2013-241	State of Arizona	GCSO, Deputy P. Licavoli	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/11/2013	10/11/2013	CR2013-241	State of Arizona	GCSO, Detective J. Garrett	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/11/2013	10/15/2013	CR2013-241	State of Arizona	Child Protective Services, Leslie Uptain	Child Protective Services, Leslie Uptain	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	100 N Tonto Street Ste 100 Payson, AZ 85541	100 N Tonto Street Ste 100 Payson, AZ 85541	$0.00			2
10/11/2013	10/15/2013	CR2013-241	State of Arizona	Child Protective Services, Melody Unthank, Victim Rep for Damien Bridges	Child Protective Services, Melody Unthank, Victim Rep for Damien Bridges	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	100 N Tonto Street Ste 100 Payson, AZ 85541	100 N Tonto Street Ste 100 Payson, AZ 85541	$0.00			3

ITEMIZED SERVICES by DATE RECEIVED

10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/11/2013	10/14/2013	CR2013-241	State of Arizona	Shaleena Cervantez	Shaleena Cervantez	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	6449 W Randall Pine, AZ 85544	6449 W Randall Pine, AZ 85544	$0.00			2
10/16/2013	10/17/2013	CR2013-241	State of Arizona	Child Protective Services, Melody Unthank, Victim Rep for Chance Bridges	Child Protective Services, Melody Unthank, Victim Rep for Chance Bridges	$0.00		Superior Court Gila County	0
		Subpoena	Billie Ann Jones	100 N Tonto Street Ste 100 Payson, AZ 85541	100 N Tonto Street Ste 100 Payson, AZ 85541	$0.00			1
10/16/2013	10/24/2013	JV2013-190	State of Arizona	[redacted] minor	Angela Christenson	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	733 S Tonto Creek Drive Payson, AZ 85541	1107 S McLane #17 Payson, AZ 85541	$0.00			3
10/16/2013	10/24/2013	JV2013-190	State of Arizona	Angela Christenson	Angela Christenson	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	733 S. Tonto Creek Dr. Gisela, AZ 85541	1107 S McLane #17 Payson, AZ 85541	$0.00			3
10/16/2013	10/17/2013	2013TR1867/2013TR1470	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Matthew Moore	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/16/2013	10/18/2013	2013CR000387	State of Arizona	James S. Elder, Jr.	James S. Elder, Jr.	$0.00		Payson Justice Court	0
		Summons & Complaint	James S. Elder, Jr.	399 Tatum Boulevard Gisela, AZ 85541	399 Tatum Boulevard Gisela, AZ 85541	$0.00			1
10/16/2013	10/17/2013	2013TR002271	State of Arizona	Department of Public Safety, Officer Derango	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Debbie Ann Sims	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
10/16/2013	10/17/2013	2013TC012072	State of Arizona	Payson Library, Roberta Scott	Payson Library, Roberta Scott	$0.00		Payson Magistrate Court	0
		Subpoena	Jodi Gilbert	328 N McLane Road Payson, AZ 85541	328 N McLane Road Payson, AZ 85541	$0.00			1
10/16/2013	10/21/2013	2013TR012376	State of Arizona	Dardan Laiq	Dardan Laiq	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Gindlesperger	200 E Malibu Drive apt D2 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			5
10/18/2013	10/18/2013	2013CV000665	Christine Chastain	David John Martin	David John Martin	$0.00		Payson Regional Justice Court	0
		Order Of Protection	David John Martin	Veterans Helping Veterans ,	300 W Bonita #23 Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	2013TR002297	State of Arizona	Department of Public Safety, Officer Derango	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Hector Gonzalez	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
10/21/2013	10/24/2013	2013TR002305	State of Arizona	James Gosnell	James Gosnell	$0.00		Payson Justice Court	0
		Summons & Complaint	James Gosnell	843 W Colt Lane Payson, AZ 85541	843 W Colt Lane Payson, AZ 85541	$0.00			4
10/21/2013	10/22/2013	2013CR000388	State of Arizona	Elijah Wright	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Elijah Wright	211 S Ponderosa Street #24 Payson, AZ 85541		$0.00			1
10/21/2013		2013CR12284	State of Arizona	Jeffrey Cockrum		$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	514 N Colcord Road Payson, AZ 85541		$0.00			0

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10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/21/2013		2013CR12284	State of Arizona	Larry R Bauman, II		$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	206 S Ash Street Payson, AZ 85541		$0.00			0
10/21/2013	10/23/2013	2013CR12284	State of Arizona	Leah Lynn Christenson	Leah Lynn Christenson	$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr	607 S. Oak Payson, AZ 85541	809 W Longhorn Payson, AZ 85541	$0.00			3
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	2013TR1598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Brenden Beach	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	130 S Walters Lane "B" Star Valley, AZ 85541		$0.00			3
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Miguel Samarripas	Miguel Samarripas	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Payson Regional Medical Center, Dr Andrew Morrison, MD	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	807 S Ponderosa Payson, AZ 85541		$0.00			2
10/21/2013	10/22/2013	CR2012-309	State of Arizona	Catherine Hancock	Catherine Hancock	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	305 E Wade Lane Payson, AZ 85541	305 E Wade Lane Payson, AZ 85541	$0.00			3

ITEMIZED SERVICES by DATE RECEIVED

10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/21/2013	10/22/2013	CR2012-309	State of Arizona	[redacted] minor	CPS Specialist III, Kristan Martinez	$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	c/o Child Protective Services Payson, AZ 85541	300 W Longhorn Payson, AZ 85541	$0.00			2
10/21/2013		CR2012-309	State of Arizona	Gila County Sheriff's Office, Detention Officer R Duarte		$0.00		Superior Court Gila County	0
		Subpoena	Martin Douglas Slover	1100 S Street Globe, AZ 85502		$0.00			0
10/21/2013	10/24/2013	JV2013-195	State of Arizona	Eugene Michael O'Neill	Eugene Michael O'Neill	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	45 S Walters Lane #2 Star Valley, AZ 85541	45 S Walters Lane #2 Star Valley, AZ 85541	$0.00			3
10/21/2013	10/24/2013	JV2013-194	State of Arizona	Debbie Fickle	Debbie Fickel	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	809 S Barranca Payson, AZ 85541	8095 W. Baranca Road Mesa Del Payson, AZ 85541	$0.00			3
10/21/2013	10/22/2013	2013TR1729	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Enriquez	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	2013TR1729	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Enriquez	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
10/21/2013	10/22/2013	2013CR341	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michael K Weathersby	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/23/2013	10/23/2013	2013CV000672	Cynthia Mitchell	Donald Lee Smith	Donald Lee Smith	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Donald Lee Smith	221 S Rainbow Drive Star Valley, AZ 85541	221 S Rainbow Drive Star Valley, AZ 85541	$0.00			1
10/24/2013		JV2013-198	State of Arizona	[redacted] minor		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1006 S Westerly Road Payson, AZ 85541		$0.00			0
10/24/2013		JV2013-198	State of Arizona	Dawn Marie Guerrero		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1006 S. Westerly Payson, AZ 85541		$0.00			0
10/25/2013		2013CR300	State of Arizona	AZ Game & Fish, Ofc. D. Daniels	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept. ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/25/2013		2013CR300	State of Arizona	AZ Game & Fish, Ofc G Fabian	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/25/2013		2013CR300	State of Arizona	AZ Game & Fish, Ofc M Rice	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David M. Knott	AZ Game & Fish Dept ,	Payson DPS Office Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/25/2013		2013CR12184	State of Arizona	Katelynne Straughn		$0.00		Payson Magistrate Court	0
		Subpoena	Jacob Anthony Hesson	604 W Overland Road Payson, AZ 85541		$0.00			0
10/25/2013	10/28/2013	2013TR012443	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	James Daughetee	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/25/2013	10/28/2013	2013TC012075	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ellan Hamilton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/28/2013		2013CR12268	State of Arizona	Michael Chittick		$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Circle Payson, AZ 85541		$0.00			0
10/28/2013		2013CR12268	State of Arizona	Kim Chittick		$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	101 W Chateau Payson, AZ 85541		$0.00			0
10/28/2013		2013CR12268	State of Arizona	James Ernest Klue		$0.00		Payson Magistrate Court	0
		Subpoena	Dorran Andrew Reeve	105 W Chateau Circle Payson, AZ 85541		$0.00			0
10/28/2013		DO201300377	Stephanie Gibson	James Edward Gibson		$0.00		Superior Court Gila County	0
		Divorce Packet	James Edward Gibson	1321 E. Buckhead Mesa Landfill Rd Payson, AZ 85541		$0.00			0
10/29/2013	10/30/2013	2013CV0000341	Terrence Jones	Clarence Buker	Clarence Buker	$0.00		Gilbert Municipal Court	0
		Order Of Protection	Clarence Buker	3789 N Whispering Pines Road Pine, AZ 85544	3789 N Whispering Pines Road Pine, AZ 85544	$0.00			1
10/29/2013	10/30/2013	2013CV0000342	Terrence Jones	Debbie Buker	Debbie Buker	$0.00		Gilbert Municipal Court	0
		Order Of Protection	Debbie Buker	3789 N Whispering Pines Road Pine, AZ 85544	3789 N Whispering Pines Road Pine, AZ 85544	$0.00			1
10/30/2013		2013TR1598	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2013		2013TR1598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Zaranda R Thomas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2013		CR2012-494	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Allen Heath	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2013		CR2012-494	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Jason Allen Heath	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2013		CR2012-494	State of Arizona	Department of Public Safety, Rochelle A. Hranac, Criminalist	DPS Clipboard - Payson	$0.00		Superior Court Gila County	0
		Subpoena	Jason Allen Heath	DPS-Crime Lab, Phoenix Ofc. ,	Payson DPS Office Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2013 TO 10/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/31/2013		2013TC012074	State of Arizona	Payson Library, Roberta Scott		$0.00		Payson Magistrate Court	0
		Subpoena	Scott Coy	328 N McLane Road Payson, AZ 85541		$0.00			0
10/31/2013		2013CV664-FD	Diana L. Baker	Herm Holtz		$0.00		Payson Justice Court	0
		Subpoena	Terrice "Terri" Kennedy	1201 W Gold Nugget Lane Payson, AZ 85541		$0.00			0

MILEAGE FOR THE MONTH October 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
10/1	116			
10/2	91			
10/7	56			
10/8	89			
10/9	22		33	
10/10	94			
10/11	54			
10/14	91			
10/15	123			
10/16	180			
10/17	72			
10/18	83			
10/21	86			
10/22	81			
10/23	65			
10/24	114			
DAYS	**1417**		**33**	

Total Miles Driven By The Constable's Office **1450** **October** **2013**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 11/1/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics Standards & Treasurers Board Writ Fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fees Collected October 2013	10 00
	2@5.00	
	Ck# 2334	
		10 00

Authorized Signature _____ Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98374

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

2334
91-527/1221 6128
0703680454

DATE 11/1/13

PAY TO THE ORDER OF Gila County Treasurer $ 10.00

Ten & 00/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ Fees - October 2@5.00

⑈000002334⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 11/1/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service Fees collected - October 2013

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service Fees collected	1127	40
	10/1/13 thru 10/31/13		
		1127	40

Authorized Signature _____ Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98375

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

2335
91-527/1221 6128
0703680454

DATE 11/1/13

PAY TO THE ORDER OF Gila County Treasurer $ 1127 40

One Thousand One hundred twenty-seven & 40/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service Fees - October

⑈000002335⑈ ⑆122105278⑆ 0703680454⑈

ARF-2237 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Reporting Period: 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

November 5, 2013 and November 19, 2013, Board of Supervisors Meeting Minutes

Suggested Motion

Approval of the November 5, 2013, and November 19, 2013, Board of Supervisors meeting minutes.

ARF-2086 **Consent Agenda Item 4. L.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Reporting Period: Human Resources reports for the weeks of 11/5/13, 11/12/13, 11/19/13, and 11/26/13

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

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Information

Subject

Human Resources reports for the weeks of November 5, 2013, November 12, 2013, November 19, 2013, and November 26, 2013.

Suggested Motion

Acknowledgement of Human Resources reports for the weeks of November 5, 2013, November 12, 2013, November 19, 2013, and November 26, 2013.

Attachments

November Human Resources Summary Report

11/05/13 Human Resources Report

11/12/13 Human Resources Report

11/19/13 Human Resources Report

11-26-13 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
DEPARTURES FROM COUNTY SERVICE	**149**	17	8	12	17	17	15	12	17	9	10	15	
HIRES TO COUNTY SERVICE	**110**	6	10	7	15	7	15	12	6	9	15	8	
TEMPORARY HIRES TO COUNTY SERVICE	**23**	1	0	2	9	4	0	2	2	0	2	1	
VOLUNTEERS TO COUNTY SERVICE	**4**	0	0	0	0	0	4	0	0	0	0	0	
DEPARTMENTAL TRANSFERS	**77**	3	9	7	7	5	7	16	8	2	8	5	
END PROBATIONARY PERIOD	**113**	7	18	10	11	12	6	9	9	13	10	8	
OTHER ACTIONS	**64**	23	1	4	6	4	5	14	1	3	1	2	
REQUEST PERMISSION TO POST	**120**	10	11	8	17	9	14	12	15	11	7	6	
Total Transactions	**660**	**67**	**57**	**50**	**82**	**58**	**66**	**77**	**58**	**47**	**53**	**45**	**0**

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 5, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Diana Russell – Community Services – REPAC Program Manager – 10/28/13 – Workforce Investment Act Fund – DOH 07/08/1996 – Resignation
2. Shawn Christensen – Public Works – Road Maintenance and Equipment Operator – 11/08/13 – Public Works Fund – DOH 08/20/12 – Resignation

NEW HIRES TO COUNTY SERVICE:

3. Lisa Romo – Assessor's Office – Chief Deputy – 11/04/13 – General Fund – Replacing Rose Holiday
4. Deedra Ursin-Zachary – Health and Emergency Services – Community Health Assistant Senior – 11/12/13 – Teen Pregnancy Prevention Services Fund – Replacing Cristina Carlson

END PROBATIONARY PERIOD:

5. Kristen Sharifi – County Attorney's Office – Deputy County Attorney Senior – 11/06/13 – General Fund
6. Lauren Ramirez – County Attorney's Office – Deputy County Attorney Senior – 11/06/13 – General Fund
7. Paul Miller – County Attorney's Office – Paralegal Senior – 11/01/13 – Attorney's Justice Enhancement Fund
8. Jerry Moore – Public Works – Road Maintenance and Equipment Operator Senior – 11/06/13 – Public Works Fund

DEPARTMENTAL TRANSFERS:

9. Michael Johnson – Sheriff's Office – From Deputy Sheriff Lieutenant – To Undersheriff – 10/28/13 – General Fund – Replacing John A. Shepherd
10. Rose Holiday – Assessor's Office – Executive Administrative Assistant – 11/04/13 – General Fund – Replacing Justin Durbin

REQUEST TO POST:

11. Finance – Accountant Senior – Position vacated by Nina Ruiz

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 12, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Nancy Mach – Health and Emergency Services – Home Visitation Coordinator – 12/27/13 – Maternal and Child Home Visiting Fund – DOH 12/06/10 – Resignation
2. Marissa Avalos – Probation – Administrative Clerk Senior – 11/06/13 – Adult Intensive Probation Supervision Fund – DOH 11/26/12 – Unsuccessful completion of probationary period

NEW HIRES TO COUNTY SERVICE:

3. Brian Rogers – Public Works – Custodian(.85) – 11/18/13 – Facilities Management Fund – Replacing Christopher Mathews

DEPARTMENTAL TRANSFERS:

4. Nicholas Montague – Community Services – From Accountant – To Fiscal Services Manager – 11/18/13 – Various Funds – Replacing Bree'na York
5. Amber Dean – Probation – Administrative Clerk Senior – 11/06/13 – From Adult Probation Service Fees(.75)/Juvenile Diversion Fees(.25) – To Adult Intensive Probation Supervision Fund – Replacing Marissa Avalos

REQUEST TO POST:

6. Sheriff's Office – Deputy Sheriff Lieutenant – Position vacated by Michael Johnson
7. Community Services – Community Services Worker – Position vacated by Doris Root

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 19, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Melvin Warbington – Public Works – Public Works Roads Supervisor – 12/05/13 – Public Works Fund – DOH 04/04/90 – Retirement
2. John Griffin – Public Works – Road Maintenance and Equipment Operator Senior – 11/28/13 – Public Works Fund – DOH 12/11/89 – Retirement
3. Merle Ray – Public Works – Vehicle and Equipment Mechanic – 12/02/13 – Public Works Fund – DOH 06/18/07 – Resignation
4. Linda Rodriguez – Board of Supervisors – Administrative Manager – 01/03/14 – General Fund – DOH 11/14/83 - Retirement

NEW HIRES TO COUNTY SERVICE:

5. Michelle Stemm – School Superintendent's Office – Accounting Clerk – 11/25/13 – General Fund – Replacing Amber Campbell

TEMPORARY HIRES TO COUNTY SERVICES:

6. Rebecca Taylor – Public Works – Temporary Custodian – 11/18/13 – Facilities Management Fund – Temporary employment for 3 months

END PROBATIONARY PERIOD:

7. Dustin Philpot – Probation – Juvenile Detention Officer – 11/26/13 – General Fund
8. Carlos Mejia – Law Library – Bailiff/Interpreter – 11/05/13 – General Fund

DEPARTMENTAL TRANSFERS:

9. Nina Ruiz – From Finance – To School Superintendent's Office – From Accountant Senior – To Chief Deputy School Superintendent – 11/18/13 – General Fund – Replacing Debra Moya

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 26, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Barbara Valencia – Community Services – WIA Program Coordinator – 12/31/13 – Various Funds – DOH 05/15/00 – Retirement
2. Martin Clay – Community Services – Business Services Rep/One Stop Manager – 11/22/13 – Various Funds – DOH 10/08/08 – Resignation
3. Melinda Elmore – Sheriff's Office – 911 Dispatcher Relief – 11/18/13 – General Fund – DOH 04/29/13 – Unsuccessful completion of probationary period
4. Marion F. Faubush – Public Works – Building and Grounds Maintenance Worker – 11/18/13 – General Fund – DOH 04/11/13 – Resignation
5. Raymond Johnson – Sheriff's Office – Detention Officer – 11/18/13 – General Fund – DOH 10/08/01 – Resignation
6. Jacque Durbin – Superior Court – Deputy Court Administrator – 11/07/13 – General Fund – DOH 08/30/00 – Resignation
7. Prestina Preston-Lynch – Sheriff's Office – 911 Dispatcher – 12/01/13 – General Fund – DOH 04/11/11 – Resignation

NEW HIRES TO COUNTY SERVICE:

8. Mercury Merritt – Probation – Juvenile Detention Officer – 12/02/13 – General Fund – Replacing Jared Mooney
9. Jeffery Adams – Sheriff's Office – Detention Officer – 12/02/13 – General Fund – Replacing Cynthia Claydon
10. Delia Ronquillo – Community Services – Administrative Clerk Senior – 12/02/13 – Workforce Investment Act Fund – Replacing Pamela Wagner
11. Robert Swinford – County Attorney's Office – Deputy County Attorney Senior (underfill) – 12/02/13 – Cost of Prosecution Reimbursement Fund – Replacing Nicholas Buzan

END PROBATIONARY PERIOD:

12. Teri Berumen – Assessor's Office – Title Examiner – 11/25/13 – General Fund
13. Tol Johnson – Public Works – Solid Waste Services Worker – 12/10/13 – Recycling and Landfill Management Fund

OTHER ACTIONS:

14. Shayla Rincon – Globe Regional Justice Court – Justice Court Clerk Associate – 10/28/13 – General Fund – Extending probationary period for additional 3 months
15. Patty Comstock – Public Fiduciary – Public Fiduciary Services Specialist – 11/18/13 – General Fund – Extending probationary period for additional 3 months

REQUEST TO POST:

16. Recorder's Office – Voter Registration Coordinator – Position vacated by Yvonne House
17. Health and Emergency Services – HIV Early Intervention Services Coordinator – New grant position
18. Health and Emergency Services – Home Visitation Coordinator – Position vacated by Nancy Mach

ARF-2216 **Consent Agenda Item 4. M.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 11-8-13; and 11-15-13

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 11-8-13; and 11-15-13.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of November 4, 2013, to November 8 2013; and November 11, 2013, to November 15, 2013.

Attachments

County Manager Approved Contracts Under $50,000 for Weeks Ending 11-8-13 and 11-15-13

HelpTrac Gila County Agreement 101212A with Monarch Bay Software

Contract No. 1-IFGCTE with Tyco Integrated Solutions

Service Agreement No. 100913 with La Casa Bella Builders

Service and Maintenance Agreement with Konica Minolta for BizHub C654e

Contract No. AZ2316 with Interstate Copy Shop-Payson County Atty office

Amendment No. 4 to Professional Services Agreement No. 072612 with Michael Durham M.D.

Service Agreement No. 091213 with Payson Senior Citizen Transportation

Amendment 1 to Contract No. 092713 with Rodriguez Constructions

Amendment 2 to Contract No. 092713 with Rodriguez Constructions

Service Agreement No. 111213 with Rodriguez Constructions

Amendment 1 to Service Agreement No. 091813-2 with Mountain Retreat Builders

Work Order Quote AZGIL501rev1 with Colorado Customware

Renewal Service Agrmt with Healthcare Medical Waste Services-Injury Prevention-Payson

Renewal Service Agrmt for Healthcare Medical Waste Services-Juvenile Detention Home

Renewal Service Agrmt with Healthcare Medical Waste Services for Health Services-Immunization

Lease Agreement 110613 with Payson Mini Storage

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

November 4, 2013 to November 8, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Monarch Bay Software, Inc.	HelpTrac Gila County Agreement 101212A with Monarch Bay Software	$485.00	11-16-13 to 11-15-14	11-5-13	Expires	The HelpTrac software tracks help desk calls for the Court Information System for all Court users that call in when they have problems with computers or software.
1-IFGCTE Tyco Integrated Security LLC	Contract No. 1-IFGCTE with Tyco Integrated Solutions	$1,270.30	11-1-13 to 10-31-14	11-5-13	Expires	Annual service charge for the Alarm system at the Sheriff's Monroe Building in Globe, AZ.
100913 La Casa Bella Builders, LLC	Service Agreement No. 100913 Clerk of the Court Cabinet Work	$3,925.31	11-5-13 to 12-20-13	11-5-13	-	Contractor to replace old cabinet and counter top for the Clerk of the Court office.
Konica Minolta Business Solutions U.S.A., Inc.	Service & Maintenance Agreement with Konica Minolta for BizHub C654e	$1,759.32	10-31-13 to 10-30-16	10-23-13	-	Service and maintenance agreement for new copier for the Payson Assessor's office. Maintenance includes all supplies (except paper), toner, parts, labor and service calls.
AZ2316 Interstate Copy Shop	Contract No. AZ2316 with Interstate Copy Shop	$979.17	8-20-13 to 8-19-14	11-5-13	Expires	Annual maintenance agreement for Konica Minolta BizHub 423 copier (S/N A1UD011001908) located at the County Attorney's Office in Payson. Includes all parts and labor, excluding damage caused by negligence, misuse or abuse. The cost per copy is $.0083 at an estimated quantity of 90,000 copies for the entire year. An actual quantity count for 08-20-12 to 08-19-13 was 117,611, resulting in an additional charge of $229.17.

November 4, 2013 to November 8, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
072612 Dr. Michael Durham	Amendment No. 4 to Professional Services Contract No. 072612 Medical Examiner Services	$10,000.00	7-1-13 to 6-30-14	11-5-13	Option to renew for two (2) additional one (1) year periods	Amendment No. 4 has been issued to increase the amount of the contract from $13,000.00 to $23,000.00 due to Dr. Durham temporarily covering Northern Gila County as well as full time Medical Examiner for Southern Gila County. Dr. Durham will provide Medical Examiner services to Gila County pursuant to Arizona Revised Statutes.
091213 Payson Senior Center	Service Agreement No. 091213 Payson Senior Citizen Transportation	$5,000.00	11-5-13 to 6-30-14	11-5-13	Expires	Community Services wishes to assist in funding for the Payson Senior Center transportation program, by providing payment to the Payson Senior Center based on their "Suggested Donation" rates. The amount of the contract is not to exceed $5,000. Payson Senior Center will submit invoices based on their Fare Schedule which is Attachment A to this Service Agreement.
092713 Rodriquez Constructions, Inc.	Amendment No. 1 to Service Agreement No. 092713 Major Rehabilitation Project No. HH8091	$1,411.00	10-10-13 to 6-30-14	11-7-13	Expires	Contractor to frame interior side of all exterior walls instead of furring exterior walls.

November 11, 2013 to November 15, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092713 Rodriquez Constructions, Inc.	Amendment No. 2 to Service Agreement No. 092713 Major Rehabilitation Project No. HH8091	$300.00	10-10-13 to 6-30-14	11-13-13	Expires	Amendment No. 2 is being issued to provide additional structure to the late 1800's residence in Payson. Upon near completion of the furring covered in Amendment No. 1, a rotting interior door was discovered. The door was providing minimal support to a portion of the home. Amendment No. 2 is being issued to remove the rotted door and extend the furring to cover the area the door was supporting, thereby ensuring adequate support for that portion of the home.
111213 Rodriquez Constructions, Inc.	Service Agreement No. 111213 Weatherization Project No. HH#4532	$6,204.22	11-13-13 to 1-11-14	11-13-13	Expires	To reduce the energy burden and use for the homeowners. The work is to include, but is not limited to, reduce whole house of CFM, remove existing furnace, insulate ducts, install insulated skirting, remove dryer vent, install water heater blanket and install handrail at front entry.
091813-2 Mountain Retreat Builders	Amendment No. 1 to Service Agreement No. 091813-2 Weatherization Project No. HH#9019	$1,382.93	10-1-13 to 6-30-14	11-13-13	Expires	Amendment No. 1 is to cover the additional cost of adding insulation to the roof. Once the ceiling was partially removed to install the duct work, it was discovered that what little insulation was there, was damaged and had to be removed and replaced.
AZGIL501rev1 Colorado CustomWare	Work Order No. AZGIL501rev1 Onsite Deskside RealWare Version 5 Training	$10,500.00	11-4-13 to 12-31-13	11-13-13	Expires	Provide Version 5 RealWare Training to staff. Price includes $2,500 for travel expenses and $8,000 for training expenses.

November 11, 2013 to November 15, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Healthcare Medical Waste Services	Service Agreement For Gila County Health Services and Injury Prevention-Payson	$1,446.00	11-4-13 to 11-3-14	11-13-13	Expires	The Gila County Injury Prevention Office in Payson, AZ has a need for the containment, transportation, treatment of and disposal of medical waste.
Healthcare Medical Waste Services	Service Agreement For Gila County Juvenile Detention Home	$897.00	11-4-13 to 11-3-14	11-13-13	Expires	The Gila County Juvenile Detention Home in Globe, AZ has a need for the containment, transportation, treatment of and disposal of medical waste.
Healthcare Medical Waste Services	Service Agreement For Gila County Department of Health Services Immunization Program	$1,446.00	11-4-13 to 11-3-14	11-13-13	Expires	The Gila County Department of Health Services Immunization Program has a need for the containment, transportation, treatment of and disposal of medical waste.
110613 Payson Mini Storage	Lease Agreement No. 110613	$3,870.84	12-1-13 to 11-30-14	11-13-13	Expires	Storage unit rentals for the Gila County Attorneys Office and Gila County Attorneys Office Diversion Program in Payson, AZ.

Monarch Bay Software, Inc.
P. O. Box 96126
Houston, TX 77213-6126
713-450-2800
713-451-8312 (fax)

FIVE TECHNICIANS

STANDARD SUPPORT AND ENHANCEMENTS AGREEMENT

Agreement made this 16th day of November, 2013 by and between Monarch Bay Software, Inc. ("Vendor") and Gila County, Globe, AZ ("Customer").

In consideration of the enhancement and support fee paid by Customer to Vendor and in consideration of future required annual "renewal" fees to be paid by the Customer to the Vendor and of the mutual covenants and conditions set forth herein, the parties agree as follows:

Vendor will provide help as needed by Customer by telephone contact or otherwise ("SUPPORT") and will provide updates, new versions, new releases of the computer program ("ENHANCEMENT") related to the computer program ("SOFTWARE" or "LICENSED SOFTWARE") named, sold, and copyrighted as "HelpTrac", Serial Number 1000500221 and including the associated documentation thereto. The definition of SOFTWARE is limited to the base product and modules purchased by Customer.

1. SUPPORT: Vendor will provide five (5) day, eight (8) hour support for the SOFTWARE for the term of this Agreement. Vendor may require that support be routed through designated Customer personnel. Customer agrees that exceptions will be made for **national** holidays and that support will not be available on such days.

2. ENHANCEMENT: Vendor will provide to the Customer all updates, upgrades, new releases of the SOFTWARE, relative to the modules purchased by the Customer, promptly and as they are made available to the Vendor for the term of this Agreement. Vendor will provide to the Customer copies of the compiled SOFTWARE on computer diskette's or cd and will provide to the Customer copies of the associated documentation in whole or in part (i.e., replacement pages) at the sole discretion of the Vendor.

Customer will have access to a modem for transmitting files to Vendor and for uploading files from Vendor's bulletin board, and/or FTP location on Vendor's web site.

3. TERM: This Agreement remains effective until terminated. The Customer may terminate the Agreement at any time by notifying the Vendor in writing of its intent to terminate the Agreement. The continuation of this Agreement is dependent upon the Customer remitting an annual fee to the Vendor and of the Vendor receiving and accepting such payment in annual payments. The payment is as follows:

Fee shall be $485.00 plus applicable taxes.
Term shall be for one year beginning November 16, 2013 to November 15, 2014.

4. TERMINATION: In addition to the reasons for termination given in paragraph 3, if Customer fails to perform or observe any covenant, condition or agreement to be performed or observed

hereunder, the Agreement is automatically terminated. Vendor at its sole option, may provide written notification to the Customer of the termination, but is not required to do so under the terms of this Agreement for the termination to be effective.

5. TAXES: Any federal, state, or local excise, use, sales or other taxes (except taxes based on Vendor's net income) imposed in respect or otherwise arising out of this Agreement shall be paid by the Customer. In the event that Vendor is required to pay any such tax, Customer shall promptly reimburse Vendor for the same.

6. GENERAL TERMS: This Agreement shall not be assigned or transferred without the written permission of the Vendor. This Agreement is governed by the laws of the State of Texas.

The Customer acknowledges that he has read this agreement, understands it and agrees to be bound by its terms and conditions. The Customer further agrees that it is the complete and exclusive statement of the Agreement between the Customer and the Vendor and supersedes any earlier proposal or prior arrangement, whether oral or written, and any other communication between Customer and Vendor relative to the subject matter of this Agreement.

Vendor: Monarch Bay Software, Inc.

Name: Sally Phillips

Title: President

Signature: Sally Phillips

Date: October 29, 2013

Customer: Gila County

Name: Don E. McDaniel, Jr.

Title: County Manager

Signature: Don E McDaniel Jr

Date: 11/5/13

ONE COPY OF THIS DOCUMENT MUST BE SIGNED AND RETURNED TO MONARCH BAY SOFTWARE, INC. WITHIN THIRTY (30) DAYS FROM RECEIPT; OTHERWISE, IT IS NULL AND VOID.

ATTACHMENT "A" BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

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 "Indemnitee") 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

MONARCH BAY SOFTWARE, INC.

Individual Authorized to Sign

Sally Phillips

Print Name

President

Title

EXECUTIVE SUMMARY FORM

Contract Name: Annual Maintenance Service Charge for Alarm System at Sheriff's Monroe Building

Contract No.: 1-IFGCTE

Statement of Purpose and Need (3-5 Sentences)

Quote is for the annual service charge for the Alarm system at the Sheriff's Monroe Building in Globe, AZ.

Contract End Date: 11-1-13 to 10-31-2014

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: $375.48

Contract Information

Firm Name: Tyco Integrated Security **Contact Person:** David Barrett

Address: 3011 S. 52nd Street Suite 115 **Phone No:** 480-446-2390

City: Tempe **State:** AZ **Fax:** _____ **Email:** DBarrett@tyco.com

Fund: 1005.300.441.000.4200.10

Fund Code: General Fund/Sheriff/Admin/General Services

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: n/a **Date Returned:** _____

Special Notes:
***Annual charge is $1,270.30. Gila County was overcharged the last two years, resulting in a credit on this annual renewal of $894.82.** 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. 062909-ADT, for Facility Security Equipment Systems and Services with Related Equipment and Supplies approved this 5 **day of** NOVEMBER **. 2013.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

7502 6000 N0 D0 0L 10062013 0021111 001

P00005-0034268
P00000-0000001

tyco Integrated Security

Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	10/05/13	07990512A	$375.48	11/01/13

Nature Of Service: Annual Service Charge

Current Charges:

11/01/13 - 10/31/14
Recurring Service
Amount: $375.48 Tax: $0.00 $375.48

Total Balance Due: $375.48

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 189061422
Business/Account Name:
GILA COUNTY MONROE.

Service Address:
1400 E Ash St
Building
Globe, AZ 85501-1483

For Questions: 1.800.2.TYCO.IS
Need a copy of our new W9?
Visit us at ~~www.tycois.com/legal~~

You can now enroll to view, pay your bill and manage your contacts online! Create a free account at ~~https://datasource.tycois.com~~ If you are currently a premium DataSource customer this service is already included and no action is needed on your part. Go to the Account Management tab and get started.

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

97

1oz

Tyco Integrated Security LLC
10405 Crosspoint Blvd.
Indianapolis, IN 46256

7502 6000 N0 D0 0L 10062013 NNNNNNN 0021111 Non-Q 1 oz.

#BWNKFYG
#224160981003108#
GILA COUNTY MONROE.
1400 E ASH ST
BUILDING
GLOBE, AZ 85501-1483

Invoice Number: 07990512A
Invoice Date: 10/05/13
Customer Number: 01300 189061422
Due Date: 11/01/13

Please Pay This Amount ▶ $375.48

Amount Enclosed: $ _____

▼ MAIL PAYMENT TO ▼

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Tyco Integrated Security LLC**

☐ If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Tyco Integrated Security LLC
P.O. Box 371967
Pittsburgh, PA 15250-7967

00189061422000079905120110113000222056000222056 4

7502 6000 NO RP 06 10062013 0005775 001

P00006-0007391

Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	10/05/13	07990512	$2,220.56	11/01/13

tyco Integrated Security

Nature Of Service: Annual Service Charge

RECEIVED
OCT 15 2013
FINANCE

Current Charges:

11/01/13 - 10/31/14
Recurring Service
Amount: $2,220.56 Tax: $0.00 $2,220.56

Total Balance Due: $2,220.56

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

10-30-13
THIS IS WAY TOO HIGH!
SENT EMAIL TO DAVID BARRETT TO CHECK IT OUT.
JEANNIE

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 189061422
Business/Account Name:
GILA COUNTY MONROE.

Service Address:
1400 E Ash St
Building
Globe, AZ 85501-1483

For Questions: 1.800.2.TYCO.IS
Need a copy of our new W9?
Visit us at www.tycois.com/legal

You can now enroll to view, pay your bill and manage your contacts online! Create a free account at https://datasource.tycois.com If you are currently a premium DataSource customer this service is already included and no action is needed on your part. Go to the Account Management tab and get started.

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

47

1oz BKE

Tyco Integrated Security LLC
10405 Crosspoint Blvd.
Indianapolis, IN 46256

7502 6000 NO RP 06 10062013 YNNYNNNY 0005775 S1 T56
12372 1 AB 0.381

#BWNKFYG
#224160981003108#
GILA COUNTY MONROE.
BUILDING
1400 E ASH ST
GLOBE AZ 85501-1483

Invoice Number:	07990512
Invoice Date:	10/05/13
Customer Number:	01300 189061422
Due Date:	11/01/13

Please Pay This Amount $2,220.56

Amount Enclosed: $ _____

MAIL PAYMENT TO

Tyco Integrated Security LLC
P.O. Box 371967
Pittsburgh, PA 15250-7967

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Tyco Integrated Security LLC

☐ If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

0018906142200007990512011011300022205600022205 64

From: Sgroi, Dana
To: Barrett, David (Tempe) (DBarrett@tyco.com)
Subject: Annual Service Charge for Sheriff's Alarm System
Date: Wednesday, October 30, 2013 8:14:00 AM
Attachments: Invoice.pdf
Quote1-I2R4QV from TYCO 09-21-11.pdf

Good Morning David,

Please see attached Invoice #07990512 and attached Quote 1-I2R4QV. It seems like the invoice is twice as high as it should be. Would you please check this out for me?

Thank you,
Jeannie Sgroi
Contracts Support Specialist
928-402-8612
Gila County Finance
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

ADT Always There

NJPA National Joint Powers Alliance

Gila County Monroe Building
1400 E Ash St
Globe, AZ 85501
David Hom
(928) 200-1614
NJPA Member #12249

Authorized NJPA
Schedule Price Quote
CONTRACT #062909-ADT

Return Purchase Order & Proposal to the Regional Account Manager. Thank you!

ADT Security Services, Inc.
Dee Fortier
SLG Sales Support
7399 Boston Boulevard
Springfield, VA 22153
Tel: 703-912-3426
Fax: none
dfortier@adt.com

Local ADT Rep
David Barrett
(480) 446-2390

Regional Account Manager	Mark Lessing
Telephone:	210-491-3234
Email	mlessing@adt.com
Date:	10/12/11
Quote Name:	1-IFGCTE Gila Cty Monroe Wireless Focus
Valid Until:	01/10/12

Installation Charges:

NJPA Schedule Products	$3,217.36
NJPA Installation Labor	$3,038.72
Sourced Goods	$0.00
Installation Charge Summary:	**$6,256.08**
Less One Time Customer Discount	**($186.51)**
Revised Total Installation Charge Summary:	**$6,069.57**

Annual Services Options:

NJPA Item	2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	$611.30
NJPA Item	Burglar Alarm (BA) Monitoring - First Group - 20 Sensors	$378.00
NJPA Item	Telular Digital TG8 Back-up (applications with fire alarm and UL Cert)	$108.00
NJPA Item	ADT Select DataSource	$119.00
NJPA Item	Logging (paperless)	$54.00
	Annual Service Charge Summary:	**$1,270.30**

Additional Notes:

Note #1: These rates assume that Prevailing Wage Determinations DO NOT apply. If this is incorrect, please advise in writing.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

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

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. 100913

CLERK OF THE COURT CABINET WORK

THIS AGREEMENT, made and entered into this 05TH day of NOVEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **La Casa Bella Builders, LLC**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below 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. 100913, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 100913, 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. 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 for forty-five days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$3,925.31** 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. 100913 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: 11/5/13

LA CASA BELLA BUILDERS, LLC

Signature

Shane Fletcher

Print Name

La Casa Bella Builders, LLC
401 N. Broad St.
Globe, AZ 85501
Ph: (928) 425-2450
Fax: (928) 425-6249

Date	Estimate #
10/23/2013	1110

Name / Address
Gila County Courthouse 1400 E. Ash St. Globe, AZ 85501

Terms	Project	Rep
Due on Completion		Shane

Item	Description	Qty	Rate	Total
Labor & Supplies	QUOTE NO. 100913 Remove and replace two four (4) drawer base cabinets and countertop. New cabinets will be 21" wide x 24" deep x 40" tall. Install new solid surface top 36" wide x 118" long. Install new laminate to pony wall. Bridge wood cabinets in either Oak, Hickory or Alder Door:_____ Finish:_____ Hanex Solid Surface DUO Collection Color:_____ Edge detail:_____ Wilson art laminate Color:_____	1	3,717.50	3,717.50

All pricing includes material & labor

Subtotal	$3,717.50
Sales Tax (5.59%)	$207.81
Total	$3,925.31

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment wil be made as outlined above.

Signature/Date_____

Email: lacasabellabuilders@yahoo.com
ROC:238556

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)		Ship To:	
Name:	Gila County	Name:	Gila County Assessor
Account Number:		Account Number:	
Address Line 1:		Address Line 1:	
Address Line 2:	Gila County Finance	Address Line 2:	
Street Address:	1400 E. Ash Street	Street Address:	201 W. Frontier St
City:	Globe	City:	Payson
State:	Arizona	State:	Arizona
Zip:	85501	Zip:	85541

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

Overages billed: ☐ Monthly ☐ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☑ 36 ☐ 48 ☐ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	BIZHUB C654e		C		N/A		$ -	$ 0.02815
			B/W		Flat Rate		$ 99.61	$ -
2			C				$1,195.32+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 (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: DON E. McDANIEL, JR. (Please Print)

Signature: _____ (Authorized Representative of Customer) 10/5/13 (Date)

Title: COUNTY MANAGER

KMBS Representative: _____ 10/24/2013 (Date)

KMBS Manager: _____ 10/24/2013 (Date)

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:		Phone:		Email Addr:	
Meter Read Contact:		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

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9416847	Chip Ryan	chip.ryan@kmbs.konicaminolta.us
Order Taking:	9416847		
Servicing:	9416847		

Contract Processed: ☑ Windsor, CT ☐ Branch Phoenix (Branch Name)

INTERSTATE COPY SHOP

INTERSTATE
Copiers • Fax • Computers
Thatcher ★ ★ Silver City ★ Las Cruces

P.O. Box 730, Thatcher, AZ 85552 *
(928) 428-3357 Phone (928) 428-3358 Fax *

INVOICE

Invoice No.	
P.O. / Cust. Order No.	2014-00000200
Contract No.	AZ2316

Bill To:

Name	GILA COUNTY FINANCE				
Address	1400 EAST ASH				
City	GLOBE	State	AZ	Zip	85501
Telephone	928-425-3231	Contact	VICKI		

Location:

Name	ATTORNEY				
Address	714 S BEELINE				
City	PAYSON	State	AZ	Zip	85541
Telephone	928-474-4068	Contact	KRISTEN		

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
9/5/13	2	8/20/13	8/19/14	248202		117611

Plan	Manufacturer	Model	Serial No.	Allow. Copies	Exc. Copies Chg	Unit Price
1	KONICA MINOLTA	BH423	A1UD011001908	90,000	.0083	$747.00
		Accessories				
		FS-529	A0U7WY2006702			
		PC-409	A1V4W13002743			

8-20-13 248202
8-20-13 130591
117611
<90,000>
27,611
X .0083
$229.17

Exclusions Or Special Instructions:

INCLUDES PARTS, LABOR AND A DRUM, IF NEEDED. INCLUDES ALL CONSUMABLE SUPPLIES EXCEPT PAPER AND STAPLES. DOES NOT COVER MISUSE OR ABUSE. EXCESS COPIES TO BE BILLED AT END OF CONTRACT PERIOD.

Ex. Copies Charge Where Applicable	$229.17
Subtotal	$976.17
Total Tax	
Invoice TTL	$979.17

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR ADMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICIER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY.
THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature		Customer Name	GILA COUNTY FINANCE, ATTORNEY PAYSON
Printed Signature Name	Empl. # Terr. #	By: (Authorized Agent)	Date
ANN ARRELLIN			11/5/13
Branch Office Address		Printed Signature Name	Title
P.O. BOX 730		DON E. MCDANIEL, JR.	COUNTY MANAGER
City	State Zip		
THATCHER	AZ 85552		

☐ I do not wish to purchase a Maintenance Agreement at this time.

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

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

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

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr.,, County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8743

FAX ((28)425-8104
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 072612
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MICHAEL R. DURHAM, M.D.

AMENDMENT NO. 4

Effective July 01, 2012, Gila County and Michael Durham, M.D., entered into a contract whereby Dr. Durham would provide medical examiner services for the Gila County Health and Emergency Services Department.

Amendment No. 1 was executed on April 17, 2013 and extended the term of the contract for one (1) year from July 01, 2013, to June 30, 2014 and increased the contract amount from the original contract amount of Three Thousand dollars ($3,000.00) to Five Thousand dollars ($5,000.00) for the contract term of July 01, 2013 to June 30, 2014.

Amendment No. 2 was executed on May 08, 2013 and increased the contract amount by Four Thousand dollars ($4,000.00) to cover the additional cost for Dr. Durham providing Medical Examiner duties to Northern Gila County due to the unexpected retirement of Dr. Wesley Romberger.

Amendment No. 3 was executed on October 08, 2013 and increased the contract amount by Four Thousand dollars ($4,000.00) to cover the additional cost for Dr. Durham providing Medical Examiner duties to Northern Gila County due to the unexpected retirement of Dr. Wesley Romberger.

Dr. Durham continues to provide Medical Examiner services to Northern Gila County. Amendment No. 4 will increase the contract amount by Ten Thousand dollars ($10,000) to cover the additional cost for Dr. Durham providing Medical Examiner duties to Northern Gila County. Dr. Durham will continue to bill per the scope of services of Professional Services Agreement No. 072612, but in no event shall charges for the July 01, 2013 to June 30, 2014 contract term exceed Twenty-three Thousand dollars ($23,000.00) without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment to Professional Services Agreement No. 072612, 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 5 day of NOVEMBER, 2013.

GILA COUNTY :
GILA COUNTY MANAGER

Don E. McDaniel Jr.

CONTRACTOR:
MICHAEL DURHAM, M.D.

Michael Durham, M.D.

Tommie C. Martin, District I
610 E. Hwy. 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. Mercanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091213

PAYSON SENIOR CITIZEN TRANSPORTATION

THIS AGREEMENT, made and entered into this 05TH day of NOVEMBER, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Payson Senior Center, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide transportation, to the low income and disabled seniors in the Rim Country area, including, but not limited to; to and from medical appointments, the hospital, shopping, the library and social engagements.

Scope of Work: The Contractor shall provide transportation to low income and seniors in the Rim Country area.

Contractor Fee's: The Contractor shall provide transportation for the term of the contract in an amount not to exceed **$5,000.00**. The Contractor shall bill the County per the rate sheet identified as Attachment "A" to Service Agreement No. 091213, by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@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 one (1) 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 Contract shall commence on date of award and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be a total flat fee amount of **$ 5,000.00 ,** for completion of the projects as outlined in the Article 1-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. 091213 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: 11/5/13

PAYSON SENIOR CITIZEN TRANSPORTATION

Joanne Conlin, DIRECTOR
Signature

Joanne Conlin
Print Name

Payson Senior Center

514 W. Main Street
Payson, Arizona 85541
Ph: (928)474-4876
Fax: (928)474-6054
Thrift Store (928)474-3205

September 30, 2013

Malissa Buzan, Director
Gila County Community Services Division
5515 S Apache Avenue, Suite 200
Globe, AZ 85501

RE: Request for $5,000 Transportation Funding

Dear Malissa,

The following is the additional information requested by your finance department;

Fare Schedule:
We are donation based for people 60 and older
Our suggested donation is $5 round trip with $1 for each additional drop
If an individual is just coming to the Senior Center it is a suggested donation of $1

Last fiscal year we had 3,883 reservations and made 7,688 trips around town. Many of our seniors use our bus on a regular basis. We also assist people leaving the hospital and we help transport hospice clients.

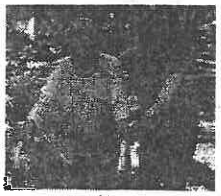
Please let me know if there is anything else you need.

Best regards,

Joanne Conlin

Joanne Conlin
Director

Family Caregiver Training
Free Workshops



Workshop I

- Basic Infection Control & Prevention
- Stress Management
- Home Environment Safety
- Psychological & Emotional Conditions
- Dementia Specific Care
- Grief & End of Life Issues
- Activity Planning
- Transfers & Positioning
- Personal Care
- Communication Skills
- Nutrition and Food Preparation
- Fall Prevention
- Communication Techniques
- Alzheimer's & other related dementias

Workshop II

- Basic Infection Control & Prevention
- Proper Body Mechanics
- Evacuation & Fire Safety
- Nutrition, Assisting with Eating & Redirecting
- Transferring & Walking
- Use of a Gait Belt
- Transferring Out of Bed and Wheelchairs
- Re-positioning in Bed and in a Wheelchair
- Proper Bed Bath Techniques
- Catheter Bag Care
- Assisting, Positioning & Disposal of a Bed Pan
- Hygiene Care
- Medication Management

Workshop I

Must register in advance

Globe Public Library
339 S. Broad St., Globe, AZ
Wednesday, November 6th, 12:00pm to 2:00pm

Payson Multipurpose Senior Center
514 E. Main St., Payson, AZ
Tuesday, November 19th, 12:00pm to 2:00pm

Superior Public Library
99 N. Kellner Ave, Superior, AZ
Wednesday, December 4th, 2:30pm to 4:00pm

Payson Multipurpose Senior Center
514 E. Main St., Payson, AZ
Tuesday, December 10th, 12:00pm to 2:00pm

Workshop II

Must register in advance

Globe Public Library
339 S. Broad St., Globe, AZ
Thursday, November 7th, 12:00pm to 4:00pm

Payson Multipurpose Senior Center
514 E. Main St., Payson, AZ
Thursday, November 21st, 12:00pm to 4:00pm

Superior Public Library
99 N. Kellner Ave, Superior, AZ
Thursday, December 5th, 2:00pm to 6:00pm

Payson Multipurpose Senior Center
514 E. Main St., Payson, AZ
Friday, December 12th, 2:00pm to 4:00pm

To register or receive information, please contact: Luminaria Home Care (480) 325-4901, or Email Tina Contreras at tcontreras@lss-sw.org.

Training is available to unpaid family caregivers who are caring for someone age 60 or older, or caring for someone suffering from Alzheimer's or a related dementia of any age.

This training is made possible through a partnership with Pinal-Gila Council for Senior Citizens and funded by the Department of Economic Security Division of Aging and Adult Services.

Family Caregiver Training
Free Workshops

Workshop I

- Basic Infection Control & Prevention
- Stress Management
- Home Environment Safety
- Psychological & Emotional Conditions
- Dementia Specific Care
- Grief & End of Life Issues
- Activity Planning
- Transfers & Positioning
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To register or receive information, please contact: Luminaria Home Care (480) 325-4901, or Email Tina Contreras at tcontreras@lss-sw.org.

Training is available to unpaid family caregivers who are caring for someone age 60 or older, or caring for someone suffering from Alzheimer's or a related dementia of any age.

This training is made possible through a partnership with Pinal-Gila Council for Senior Citizens and funded by the Department of Economic Security Division of Aging and Adult Services.

Luminaria Home Care is a program of Lutheran Social Services of the Southwest

AMENDMENT NO. 1

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

SERVICE AGREEMENT NO. 092713
MAJOR REHABILITATION PROJECT NO. HH8091
RODRIGUEZ CONSTRUCTIONS, INC.

Effective October 10, 2013, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Bid No. 092713 Major Rehabilitation Project No. HH8091, in Payson, Arizona.

The contract was issued for an amount of $46,840.15. Amendment No. 1 is being issued to request an addition to the contract scope in the amount of One Thousand, Four Hundred, Eleven dollars and 00/100's to upgrade the furring of exterior walls, to framing the interior side of all exterior walls, per Attachment "A" to Amendment No. 1 of Service Agreement No. 092713. Consequently, the contract is amended to increase the unit bid by $1,411.00 to $48,251.15.

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 7 day of NOVEMBER, 2013.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

Authorized Signature

Miranda Erendira

Print Name

ATTACHMENT "A" TO AMENDMENT NO. 1 OF SERVICE AGREEMENT NO 092713
PAGE 1 OF 1

RODRIGUEZ CONSTRUCTIONS INC.

P. O. Box 13
Miami, AZ 85539

Phone: 928-425-7244
Fax: 928-425-5337
rodriguezconst@hotmail.com

RES/COMM. LIC:
ROC247373K42
RES. LIC: ROC247371B
COMM. LIC: Roc247372 B-01

Invoice

Date	Invoice #
11/4/2013	1410

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502

HH8091
Change Order #1
Framing092713

2014-00000406

Description	Qty	Rate	Amount
Change order for framing interior side of all exterior walls instead of furring exterior walls.		1,411.00	1,411.00

Payments/Credits	$0.00
Balance Owed	$1,411.00

WE ACCEPT VISA AND MASTERCARD

AMENDMENT NO. 2

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

SERVICE AGREEMENT NO. 092713
MAJOR REHABILITATION PROJECT NO. HH8091
RODRIGUEZ CONSTRUCTIONS, INC.

Effective October 10, 2013, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Bid No. 092713 Major Rehabilitation Project No. HH8091, in Payson, Arizona.

On November 01, 2013, Amendment No. 1 was issued to increase the original contract amount of $46,840.15 by $1,411.00 to upgrade the furring of exterior walls, to framing the interior side of all exterior walls, for a new contract amount of $48,251.15.

The residence covered under this Major Rehabilitation project was built in the late 1800's. The framing utilized at that time is substandard to what the code is today. Upon near completion of the furring done in Amendment No. 1, it was discovered that an interior door was rotted and providing unreliable support to a portion of the house. Amendment #2 is being issued to remove the door and replace it with additional structural furring, thereby providing adequate support to that portion of the home. The cost for this additional furring is Three Hundred dollars and no/100's. Amendment No. 2 is issued to increase the revised contract amount from $48,251.15 to Forty-Eight Thousand, Five Hundred, Fifty-one and 15/100"s ($48,551.15).

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 13TH day of NOVEMBER, 2013.

GILA COUNTY:

11/13/13
Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

Authorized Signature

Art Rodriguez
Print Name

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

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 111213

WEATHERIZATION PROJECT NO. HH#4532

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, 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 for Weatherization Project No. HH#4532, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 111213, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 111213, by mention made a binding part of this agreement as set forth herein..

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

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

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

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been

provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

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

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

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires sixty (60) days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in two separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one half (1/2) of the total contract amount. The second invoice for the remaining one half (1/2) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 111213 is for a total "not to exceed", without prior written approval from the County, fee of **$6,204.22** 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, three (2) identical counterparts of Service Agreement No. 111213, 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 13TH day of NOVEMBER, 2013.

GILA COUNTY

11/13/13

Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

Art Rodriguez

Art Rodriguez

Print Name

GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501
PHONE: (928) 425-7631 FAX: (928) 425-9468
"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 10/29/2013 Job Number: 4532

Name: HHH 4532

Address: Winkleman AZ

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at _____ ☐am ☐pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
Rodriguez	Walk HHH 10/28/13	$6,204.22
Mountain Retreat	10/28/13	$ No Bid
Noble Construction		$ Declined
		$
		$
		$

Person opening bids: Babe Zylicio Witness: _____

Bidder Selected: Rodriguez

[signature] 10/31/13
Supervisor Sign-off Date

Housing Rehabilitation | Community Action | Section 8 Housing | GEST
Workforce Investment Act | REPAC | Weatherization Program

Reasonable accommodations for persons with disabilities may be requested.
Countywide TTY (928) 425-0839

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$ 2,000.00	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171_____	LHP12_93 02_03	$ 4,204.20	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	$_____	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

RODRIGUEZ CONSTRUCTIONS INC

Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM LIC. #
ROC247373K42
RES. #ROC247373B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

10/28/2013	502

Gila County
Attn: Accounts Payable
1400 E. Ash Street
Globe, Arizona 85501

Ship To
IRI # 4532

Rodriguez Constructions Inc. hereby proposes to submit an estimate to preform the following work:

Description	Qty	Cost	Total
Reduce whole house CFM		150.00	150.00T
Remove existing furnace, insulate ducts and seal off plenum and registers		900.00	900.00T
Install Edenpure portable heater (EdenPURE® Gen4 Heater)		575.00	575.00T
Install insulated skirting		3,166.28	3,166.28T
Remove dryer vent, seal floor & belly		125.00	125.00T
Install water heater blanket (owner to provide blanket)		25.00	25.00
Low cost no cost measures		250.00	250.00T
Install handrail at front entry		650.00	650.00T
Sales Tax		6.24%	362.94

Bid good for 30 days from above date

$6,204.22

If you are interested in accepting this bid, please sign and return with any deposit required.
Thank you

Signature of acceptance of above proposal:

Respectfully Submitted,
Art I. Rodriguez

AMENDMENT NO. 1

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

SERVICE AGREEMENT NO. 091813-2
WEATHERIZATION PROJECT NO. HH#9019

MOUNTAIN RETREAT BUILDERS

Effective September 25, 2013, Gila County and Mountain Retreat Builders entered into a contract whereby Mountain Retreat Builders agreed to provide all materials, labor, construction equipment and services required for performing work for Weatherization Project No. HH#9019.

The contract was issued for a flat fee amount of $6,750.00. Amendment No. 1 is being issued to cover the additional cost of adding insulation in the roof of the residence. When the residence was initially inspected, it appeared there was adequate insulation in the roof. When part of the old ceiling was removed, per the original scope of work for the duct sealing, it was discovered that what little insulation was there, was damaged and had to be replaced.

Amendment No. 1 will increase the original contract amount by One Thousand Three Hundred Eighty-two dollars and 93/100's ($1,382.93) for a new total contract amount of Eight Thousand, One Hundred Thirty-two dollars and 93/100's ($8,132.93).

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 13TH day of NOVEMBER, 2013.

OWNER:

GILA COUNTY:

11/13/13

Don E. McDaniel, Jr., County Manager

MOUNTAIN RETREAT BUILDERS

Authorized Signature

John Oddo

Print Name

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

Change Order

Insulation

DATE---11-6-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
HH # 9019

	DESCRIPTION		AMOUNT
	Item DESCRIPTION Add Insulation in Roof Tax INCLUDED		
		TOTAL	$ 1,382.93

Work Order Quote | cci

To:	Gila County, AZ
Today's Date:	November 4, 2013
WO #:	AZGIL501rev1
Scope:	**Onsite Deskside RealWare Version 5 Training**
Estimate of Cost:	$10,500 Travel expenses - $2,500 Training expenses - $8,000
Projected Delivery:	December 2013
Payment Terms:	60% upon signing (securing travel arrangements) / 40% upon onsite training
Specifications:	Gila County, AZ will receive onsite training from CCI in December of 2013. Training will be for up to 18 people onsite in Gila County's facilities. Payment for services includes two (2) trainers for 3 days of training and 2 half days of travel as well as travel expenses.

Attachment "A", by mention made a binding part of this agreement as set forth herein.

Please sign below to confirm your agreement of the above.

County Signature Date 11/13/13

CCI Signature Date 10/6/13

* Projected delivery date may change if not approved within 15 days, price quote valid for 30 days.

ATTACHMENT "A"

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.

COLORADO CUSTOMWARE, INC.

Lori D Burge

Individual Authorized to Sign

Lori D. Burge

Print Name

President

Title

11/6/2013

Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY HEALTH SERVICES & INJURY PREVENTION - PAYSON
ADDRESS: 107 W. FRONTIER STE. A
CITY: PAYSON STATE: AZ
ZIP: 85541 PHONE: (928) 402-8807
CONTACT: _____
TITLE: _____

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT.
ADDRESS 5515 S. APACH BLVD STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
PURCHASE ORDER # _____
CONTACT: CHUCK TURNEY
TITLE: _____

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____
CONTAINERS: QUANTITY: 2 TYPE: 48 GALLON W/LINER
RATES: $ 83.00 FIRST 48 GALLON CONTAINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER - $.75 @ LINER - $1.00 FUEL SURCHARGE
EXISTING WASTE: _____
SERVICE INTERVAL: MONTHLY SERVICE HOURS: M-F 8-5
SPECIAL INSTRUCTIONS: _____

DATE OF AGREEMENT: 11/4/13 NEW _____ RENEWAL X (1 2 3) ADDITIONAL SITE _____

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"

HEALTHCARE MEDICAL WASTE SERVICES
HEALTHCARE MEDICAL WASTE SERVICES
BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"

GILA COUNTY HEALTH SERVICES/INJURY PREVENTION
CUSTOMER NAME
BY (SIGNATURE) 11/13/13
NAME: DON E. MCDANIEL, JR.
TITLE: COUNTY MANAGER

ATTACHMENT "A", BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

1 YR W/OPTION TO RENEW

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

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 is 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 to 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. 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. Hold Harmless/Indemnification Clause

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 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 provision in conflict with 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. 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.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. 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.

Healthcare Medical Waste Services:

Laurie Wiekins
Contractor

10-31-13
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY JUVENILE DETENTION HOME
ADDRESS: 1425 SOUTHEAST STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 425-7971 X KS
CONTACT: ANITA
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT
ADDRESS 1400 ASH STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: ( )
PURCHASE ORDER #
CONTACT:
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____

CONTAINERS: QUANTITY: 1 TYPE: 32 GALLON W/LINER

RATES: $73.00 FIRST 32 GALLON CONTAINER - $28.00 EACH ADDITIONAL 32 GALLON CONTAINER - $.75@ LINER - $1.00 FUEL SURCHARGE

EXISTING WASTE:

SERVICE INTERVAL: MONTHLY SERVICE HOURS: 24/7

SPECIAL INSTRUCTIONS: X RDS SOUTH & ASH

DATE OF AGREEMENT: 11/4/13 NEW ____ RENEWAL X (1 2 3) ADDITIONAL SITE ____

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"

HealthCare Medical Waste Services
HEALTHCARE MEDICAL WASTE SERVICES

BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"

Gila County Juvenile Detention Hm.
CUSTOMER NAME

BY (SIGNATURE) [signature] 11/13/13
NAME: DON E. MCDANIEL, JR.
TITLE: COUNTY MANAGER

ATTACHMENT "A", BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty: the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

1 YR W/OPTION TO RENEW

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

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 is 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 to 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. 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. Hold Harmless/Indemnification Clause

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 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 provision in conflict with 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. 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.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. 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.

Healthcare Medical Waste Services:

Sallie Wilkins
Contractor

10-31-13
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY DEPT OF HEALTH SERVICES - IMM PROGRAM
ADDRESS: 5515 S. APACHE BLVD STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8807
CONTACT: _____
TITLE: _____

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT
ADDRESS 5515 S. APACHE BLVD. STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811 ~~8807~~ 425-8807
PURCHASE ORDER # _____
CONTACT: CHUCK TURNEY
TITLE: LORRAINE DALRYMPLE 928-425-8807

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____

CONTAINERS: QUANTITY: 2 TYPE: 48 GALLON W/LINERS

RATES: $83.00 FIRST 48 GALLON CONTAINER-$35.00 EACH ADDITIONAL 48 GALLON CONTAINER - $.75 @ LINER-$1.00 FUEL SURCHARGE

EXISTING WASTE: _____

SERVICE INTERVAL: MONTHLY SERVICE HOURS: M-F 8-5

SPECIAL INSTRUCTIONS: _____

DATE OF AGREEMENT: 11/4/13 NEW _____ RENEWAL X (1 2 3) ADDITIONAL SITE _____

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"	"CUSTOMER"
HealthCare Medical Waste Services	GILA COUNTY HEALTH SERVICES - IMM PROGRAM
HEALTHCARE MEDICAL WASTE SERVICES	CUSTOMER NAME
BY (SIGNATURE) Sallie Wilkins	BY (SIGNATURE) 11/13/13
NAME: SALLIE WILKINS	NAME: DON E. McDANIEL, JR.
TITLE: OFFICE ASSISTANT	TITLE: COUNTY MANAGER

ATTACHMENT "A", BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty, the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

1-YR OPTIONAL TO RENEW

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

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 is 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 to 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. 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. Hold Harmless/Indemnification Clause

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 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 provision in conflict with 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. 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.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. 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.

Healthcare Medical Waste Services:

Laurie Wiekens
Contractor

10-31-13
Date

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

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

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

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

LEASE AGREEMENT NO. 110613

This lease agreement is entered into between Payson Mini Storage of Payson, AZ, hereinafter referred to as **OWNER** and Gila County of Globe, AZ, hereinafter referred to as **GILA COUNTY**.

1. LOCATION & DESCRIPTION OF LEASED AREA: This Agreement is to lease Storage Units #5, #8, #12, all 10' x 20' storage units, at a unit price of $86.07 per month, for a twelve month period. Unit #97, a 10' x 10' storage unit, will be leased at a unit price of $64.36 per month, for a twelve month period. All units to be leased are located at 200 W. Main Street, in Payson, Arizona, 85547.

2. TERM & RATES: The term of this Agreement shall be for a period of one (1) year, commencing on the first (1st) day of December, 2013. The annual rent shall be at a rate of $3,870.84, for all units described in this lease agreement, payable within fifteen (15) days of receipt of invoice. An invoice shall be generated by the Owner and mailed to the County address in this lease.

   The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

   The County will have exclusive use of the storage room.

3. LANDLORD – TENANT RELATIONSHIP: The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

   This agreement is subject to cancellation pursuant to A.R.S. §38.511.

4. FISCAL LIMITATIONS: It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.

5. TERMS AND CONDITIONS: To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the original Storage Agreements, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.

6. NOTICES: All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Payson Mini Storage
Attn: Mark Sopeland
P.O. Box 540
Payson, Arizona 85541

Gila County Finance
Guerrero Building
Attn: Accounts Payable
1400 E. Ash Street
Globe, Arizona 85501

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 11/13/13

PAYSON MINI STORAGE

11-8-13

Mark Sopeland/owner

ARF-2238 **Consent Agenda Item 4. N.**

Regular BOS Meeting

Meeting Date: 12/03/2013

Submitted For: Marian Sheppard, Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Rodeo Committee Special Event Liquor License Application for December 14, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been completed correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors and the DLLC approve the application, the Gila County Rodeo Committee will have used 7 days of the allowable 10 days to serve liquor at a special event in 2013.

On February 5, 2013, the Board of Supervisors approved an Application for a Special Event License for 1 day in 2013 for this organization.

On April 2, 2013, the Board of Supervisors approved an Application for a Special Event License for 3 days in 2013 for this organization.

On September 17, 2013, the Board of Supervisors approved an Application for a Special Event License for 2 days in 2013 for this organization.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fairgrounds for a private wedding to be held on December 14, 2013.

Attachments

Application Special Event License Rodeo Committee

State of Arizona Department of Liquor Licenses and Control

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee
2. Non-Profit/I.R.S. Tax Exempt Number: 61-1458683
3. The organization is a: (check one box only)

☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☑ Civic ☐ Political Party, Ballot Measure, or Campaign Committee

☐ Religious

4. What is the purpose of this event? A Wedding (Private).
5. Location of the event: Gila County Fairgrounds | Globe | Gila | 85502
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: Brewer | Charles | Olen | Sept. 13, 1947
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: P.O. Box 804 | Globe | Arizona | 85502
   Street | City | State | Zip
8. Phone Numbers: (928) 425-5924 | (928) 200-1237 | (928) 200-1237
   Site Owner # | Applicant's Business # | Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	December 14, 2013	Saturday	6 P.M	12 P.M
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 7 days this year, including this event (not to exceed 10 days per year).

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

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

Name Gila County Rodeo Committee 100% (Percentage)

Address P.O. Box 804 Globe, Arizona

Name _____ _____ (Percentage)

Address _____

(Attach additional sheet if necessary)

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

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

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

2 # Police ☐ Fencing
_____ # Security personnel ☑ Barriers

Only in the Buildings itself.

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ Name of Business ( ) _____ Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

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

X Charles O Brewer (Signature) | PRESIDENT (Title/Position) | Nov 26, 2013 (Date) | (928) 200-1237 (Phone #)

State of Arizona
John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-6-16

Gila County of Arizona
The foregoing instrument was acknowledged before me this
11 Day | 26 Month | 2013 Year

My Commission expires on: 7-6-16 (Date)

(Signature of NOTARY PUBLIC)

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

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

X Charles O Brewer
(Signature)

State of Arizona County of Gila
The foregoing instrument was acknowledged before me this

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-6-16

11 Day | 26 Month | 2013 Year

My commission expires on: 7-6-16 (Date)

(Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

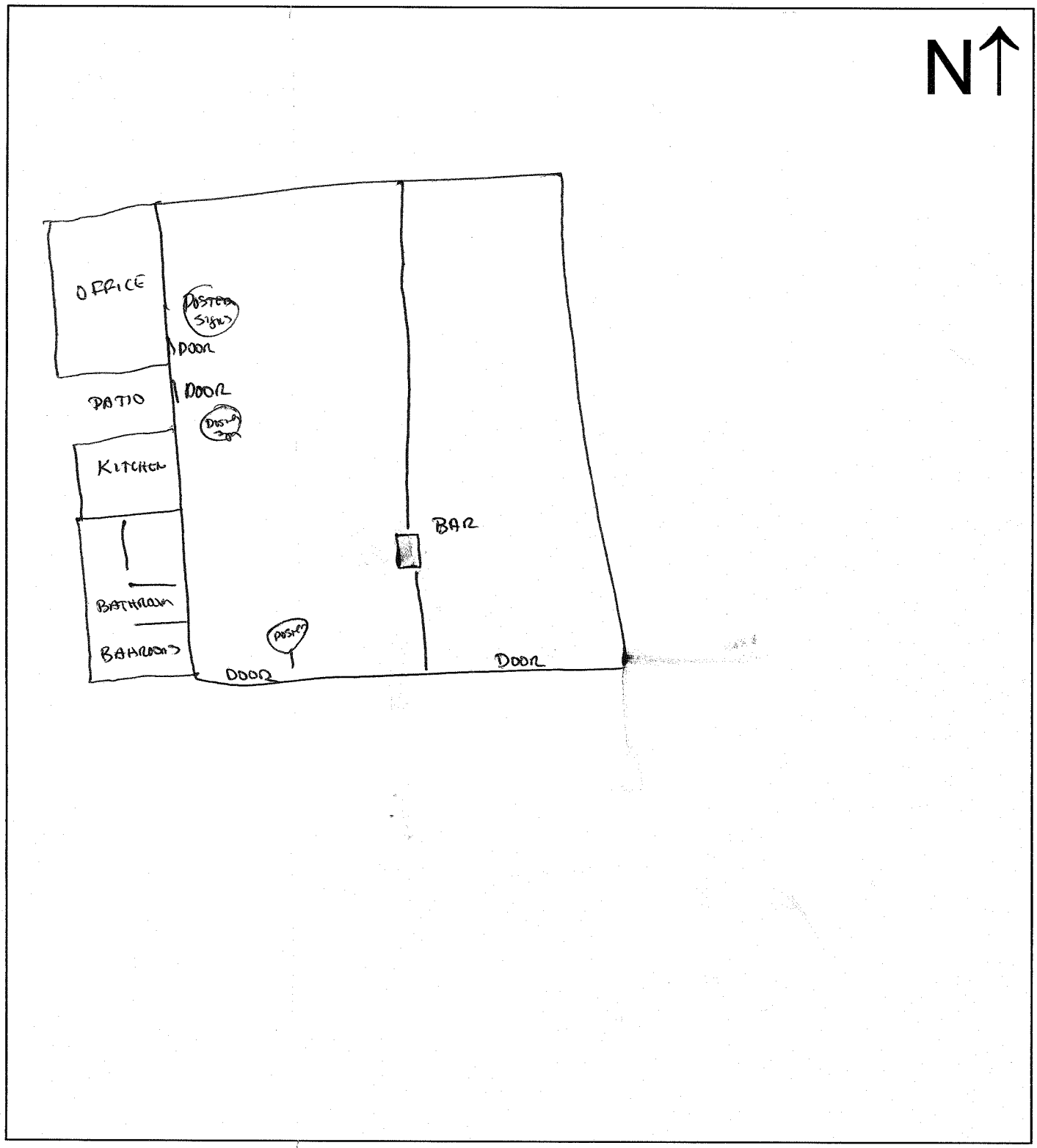
☐ APPROVED ☐ DISAPPROVED BY:

_____

_____ (Title) _____ (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027