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**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**PROFESSIONAL SERVICE CONTRACT NO. 050814**  
**MEDIATION SERVICES**

**I. General Statement**

Professional Services Contract No. 050814 is between the **Superior Court in Gila County**, hereinafter called the Court, and **Carolyn Clark**, hereinafter called the provider, for provision of Conciliation Court Mediation services from **July 1, 2014, to June 30, 2015**. The provider has a professional duty to the Court to comply with Supreme Court requirements per Arizona Code of Judicial Conduct. The provider must also provide conciliation for Superior Court, mediation for Superior Court, and mediation for Gila County Justice Courts.

By signing this contract, the provider agrees to maintain the credentials necessary to practice Mediation/Conciliation/Facilitation/Parenting Education Classes, in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The provider has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, and attend meetings with the Court throughout the term of this contract.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. Terms of Agreement

- A. **Period Covered:** It is understood between the undersigned provider, **Carolyn Clark**, and the **Superior Court of Gila County**, that the provider will provide mediation services from **July 1, 2014, to June 30, 2015**. The provider is expected to complete any assignments made during this time.
- B. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause.
- C. **Renewal:** The attorney agrees that the Gila County Superior Court shall have the right to renew the contract for three (3) more additional one-year periods, or portions thereof. In the event the Gila County Superior court exercises such right, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and/or deletions.
- D. **A.R.S. § 38-511:** This agreement is subject to the cancellation provisions of A.R.S. § 38-511.
- E. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.
- Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.
- Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County

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

### **III. Compensation, Costs, and Billing Procedures**

**Compensation:** The provider agrees to provide mediation services pursuant to this agreement for the sum of **SEVEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$7425.00) PER MONTH**, for a total of **EIGHTY NINE THOUSAND, ONE HUNDRED DOLLARS (\$89,100.00) PER YEAR**, subject to the terms of this contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. If the provider is not able to provide services for the full-term of the contract, compensation will be pro-rated based on the portion of the year the contract was in effect.

### **IV. Specific Duties of the Provider**

- A. Parent Education Program:** This program shall be a minimum of two hours and a maximum of six hours. The program length shall be adequate to cover the program material. To the extent that the provider has the resources, the program shall be available at flexible times, including evenings and weekends, and be offered in the early domestic relations litigation process.
1. All programs shall include, but not limited to, information which relates to the impact of divorce or separation, family restructuring, and judicial proceedings on the children involved.
  2. Parent Education programs may be presented by audio visual media approved for educational use by the Administrative Office of the Courts (AOC).
  3. Provider should employ reasonable efforts to provide a comfortable and safe environment for participants attending the program. The Court and County have rooms reserved for this purpose if the provider wishes to use them.
  4. Provider shall demonstrate proof of continuing professional public liability insurance in an amount approved by the Court and shall submit a Certificate of Insurance, naming Gila County and the Superior Court as the Certificate Holders as well as additional insureds.
  5. Provider and program facilities shall comply with the American Disabilities Act to enable persons with disabilities to participate in the program.
  6. Provider shall provide a certificate of completion to each participant. The certificate of completion shall be in a form acceptable to the Court, and, at a minimum, shall include the court case number, the date of attendance, the participant's name, and the name, address, and telephone number of the provider.

- c. Meet with the Presiding Judge, Justice(s) of the Peace, and others as necessary to coordinate provision of services.
- d. Preparation of correspondence and written agreements.
- e. Secretarial work for all areas covered by the contract.

**C. Facilitation and/or Mediation in Dependency Cases:**

- 1. Provider shall be available to provide facilitation for Pre-Hearing Conferences in new dependency cases at least once a week in Globe and once a week in Payson. Sometimes multiple Pre-Hearing Conferences will be held on the same day.
- 2. Facilitation involves assisting the parties, their attorneys, and any interested parties reach an agreement in the areas of placement of the child, visitation between the parents and child, and services provided, all while considering the best interest of the child.
- 3. Provider must provide services of mediation when adjudication of dependency is contested and prior to the development of a permanency plan.
- 4. Provider shall prepare written agreements and present them to the Court.

**D. Billing Procedures for Services Provided for Indigents:**

- 1. Submission and Payment: The provider shall submit a monthly invoice for each month's services. Payment is to be made after the month's service has been completed.
- 2. Statistical Report: The Court requires the provider to prepare a statistical report summarizing mediation services each month. Invoices are to be submitted only after the previous month's statistical report has been completed and attached to the invoice.
- 3. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's activity.

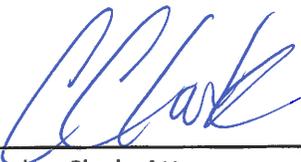
Procedural matters covered by this agreement may be modified during the term of this contract as necessary. The provider will be notified of procedural changes, if they occur.

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

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050814**

**APPROVED:**

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Michael A. Pastor, Chairman of the Board

  
\_\_\_\_\_  
Carolyn Clark, Attorney

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Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

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

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Peter J. Cahill, Presiding Judge