PURSUANT TO A.R.S. §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, AUGUST 4, 2015 - 10:00 A.M.

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

2. **PRESENTATIONS:**

   A. Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities. **(Craig Sullivan)**

   B. Presentation of the Gila County Teacher of the Year 2015 award to Ms. Rowena Bilgera of BiyaaGozhoo Education Center, Gila County Regional School District, by Dr. Linda O'Dell, Gila County School Superintendent.

3. **REGULAR AGENDA ITEMS:**

   A. Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the State of Arizona by Treasurer's Deed in the year 2014. **(Michael Pastor/Marian Sheppard)**

   B. Information/Discussion/Action to acknowledge the withdrawal of the Gila County School Superintendent from the Arizona Education and Technology Consortium along with four other County School Superintendents, which effectively terminates the Intergovernmental Agreement that was approved by the Gila County Board of Supervisors on July 1, 2014. **(Dr. Linda O'Dell)**

C. Information/Discussion/Action to review the proposals received for Request for Proposals No. 042815 to provide document scanning conversion services and reject all bids and to further direct the Finance Department and the County Recorder to prepare a new RFP with a detailed, restructured, scope of work. **(Jeff Hessenius and Sadie Jo Bingham)**

D. Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish Ike Clark Parkway and Westridge Drive as Primitive Roads. **(Steve Sanders)**

E. Information/Discussion/Action to adopt Resolution No. 15-08-01 accepting the grant of a roadway easement from BHP Copper, Inc. for Bixby Road as described in Fee No. 2015-005442, Gila County Records, Gila County, Arizona, and accepting said road into the Gila County Maintained Roadway System. **(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 an Amendment to a Housing Services Contract between Gila County and Cenpatico Behavioral Health of Arizona, LLC to extend the term of the Contract from June 30, 2015, to September 30, 2015.

B. Approval of Amendment No. 2 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V, (PGCSC) and the Division of Community Services, Housing Services, whereby PGCSC will provide funding in the amount of $6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective July 1, 2015, through June 30, 2016.

C. Approval of Amendment No. 1 to Professional Services Contract No. 013015 with EPS Group to modify the scope of work in the original civil design for the Copper Administration Building from metal ADA ramps to concrete ADA ramps at an additional cost of $4,400 for a new total contact amount of $54,366.85.

D. Approval of the following precinct committeeman appointment submitted by the Gila County Republican Committee Chairman: Janell E. Sterner - Payson #3.

E. Acknowledgment of Sharon Marksbury's resignation from the Christopher Kohl's Fire District Board of Directors and the appointment of Rosemary Reed to fulfill Ms. Marksbury's unexpired term of office effective March 16, 2015, through December 31, 2016.

F. Acknowledgment of Polly Weaver's resignation from the East Verde Park Fire District Board of Directors and the appointment of Lesley Reeves to fulfill Mrs. Weaver's unexpired term of office effective May 18, 2015, through December 31, 2016.

G. Acknowledgment of the June 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

H. Acknowledgment of the June 2015 monthly activity report submitted by the Recorder's Office.

I. Acknowledgment of the June 2015 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the fiscal year 2014-2015 annual activity report submitted by the Payson Regional Constable's Office.

K. Acknowledgment of the June 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

L. Acknowledgment of the June 2015 monthly activity report and the Annual Fiscal Year 14-15 report submitted by the Globe Regional Constable's Office.

M. Acknowledgment of the June 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

N. Acknowledgment of the Human Resources reports for the weeks of July 7, 2015, July 14, 2015, July 21, 2015, and July 18, 2015.

O. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the week of July 13, 2015, through July 17, 2015.

P. Approval of finance reports/demands/transfers for the week of August 4, 2015.

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 County Manager may present a brief summary of current events. No action may be taken on issues presented.

7. **EXECUTIVE SESSION ITEMS:** (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.

A. Information/Discussion/Action to approve a proposed settlement agreement (Stipulated Judgment) between CSL Payson, LLC and Gila County which would resolve the tax appeal CSL Payson, LLC. v. Gila County, NO. TX2014-000308. Pursuant to A.R.S. § 38-431.03(A)(3)-(4), the Board may vote to go into executive session to receive legal advice from its attorney or to instruct in order to consider its position and instruct its attorney to resolve the litigation. **(Bryan Chambers)**

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. §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-3219 **Presentation Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 08/04/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

County Supervisors Association Update of Activities.

Background Information

Each year the Executive Director of the County Supervisors Association (CSA) visits all 15 counties in Arizona to provide the Boards of Supervisors with an update of activities conducted by CSA including a discussion of the recent legislative session.

Evaluation

Craig Sullivan, Executive Director of CSA, has requested to make a presentation to the Board of Supervisors on this date.

Conclusion

It would be advantageous to the Board of Supervisors, County staff and the public to receive an update of CSA activities to include a discussion of recent legislative activities.

Recommendation

It is recommended that Mr. Sullivan present an update of CSA activities and discuss the recent legislative session with the Board of Supervisors.

Suggested Motion

Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities. **(Craig Sullivan)**

Attachments

No file(s) attached.

ARF-3273 **Presentation Agenda Item 2. B.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Submitted For: Dr. Linda O'Dell, School Superintendent

Submitted By: Dr. Linda O'Dell, School Superintendent, School Superintendent's Office

Department: School Superintendent's Office

Information

Request/Subject

Presentation of the Gila County Teacher of the Year 2015 award to Ms. Rowena Bilgera of BiyaaGozhoo Education Center, Gila County Regional School District

Background Information

The purpose of the Gila County Teacher of the Year Program, established in 2011, is to publicly acknowledge and celebrate the efforts of professional educators who demonstrate excellence both in and out of the classroom. The goals of the Gila County Teacher of the Year Program are to: 1) Acknowledge, celebrate and promote excellence in teaching; 2) Recognize and honor teachers who have demonstrated outstanding leadership and excellence in teaching; 3) Pay tribute to individuals who have demonstrated outstanding contributions in educating the young people of Gila County; and 4) Select a Gila County nominee for the Arizona Rural Schools Association Teacher of the Year competition. Applicants may be nominated by another educator, an administrator, or by a parent or community member. A selection committee comprised of retired educators and community members reviews and screens all applications and selects finalists who participate in a personal interview with committee members. Past Gila County Teacher of the year winners include Wayne Gorry of the Payson Unified School District and Theresa Gardner of Young Public Schools in 2011, Marlene Armstrong of the Payson Unified School District in 2012, Halli Kinnick of the Payson Unified School District in 2013, and Erik Hertwig of the Globe Unified School District in 2014. A plaque and cash award will be presented to Ms. Rowena Bilgera of the Gila County Regional School District as the 2015 Gila County Teacher of the Year. Ms. Bilgera serves students in Grades 5-12 as a master teacher at the BiyaaGhozoo Education Center, located in the San Carlos Adult/Juvenile Detention and Rehabilitation Center. She has previously been honored as the Juvenile Detention Education Teacher of the Year by the Arizona Correctional Educators Association.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Gila County Teacher of the Year 2015 award to Ms. Rowena Bilgera of BiyaaGozhoo Education Center, Gila County Regional School District, by Dr. Linda O'Dell, Gila County School Superintendent.

Attachments

No file(s) attached.

ARF-3243 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Board of Supervisors' Annual Property Tax Sale/Auction of land held by the State under tax deed for properties which were deeded to the State of Arizona by the County Treasurer in 2014.

Background Information

Arizona Revised Statutes (A.R.S.) § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona. Every year the Gila County Board of Supervisors conducts a sale/auction of all properties that have been deeded to the State by the Treasurer in the current calendar year. This sale typically takes place in November or December. The Treasurer presented the 2014 Treasurer's Deeds to the Clerk of the Board later than usual; therefore, there wasn't sufficient time for the Board to conduct a sale in 2014.

A.R.S. § 42-18303 states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town of special taxing district in the county for a public purpose related to transportation or flood control..." On March 17, 2015, the Board of Supervisors authorized the Clerk of the Board to remove four parcels from the list of properties deeded to the State by the Treasurer in 2014. Two parcels were sold to Gila County and two parcels were sold to the City of Globe. All properties will be used for a public purpose related to transportation.

Evaluation

The Board of Supervisors has scheduled its annual property tax sale/auction to take place on Tuesday, August 4, 2015, during a Regular Meeting. A notice of the sale along with a list of available properties has been published in the July 15th, 22nd and 29th editions of the Arizona Silver Belt newspaper, the official newspaper of Gila County for 2015. The list has been published on the County website and the bulletin board on the outside entrance of the Globe Courthouse building. The list was made available to the public at the Board of Supervisors' Office beginning July 15th.

The following 39 parcels will be available for purchase on August 4, 2015: 101-07-093A; 101-07-115; 101-07-116; 101-07-123; 101-07-152; 101-07-154; 101-07-155A; 101-07-164; 101-07-292; 101-07-312; 101-09-017; 101-09-818; 101-09-060; 101-10-030B; 101-12-086; 101-12-109A; 201-06-040C; 201-08-011V; 201-08-026K; 201-08-041D; 205-04-003X; 205-18-026; 206-03-009; 206-09-041; 206-10-022; 206-10-068H; 206-10-104; 206-17-023; 206-22-036; 207-01-007R; 207-13-056; 207-17-049B; 207-18-065A; 207-18-081; 208-02-514; 208-04-133S; 302-14-178; 302-41-144; 304-33-232G.

Conclusion

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

Recommendation

The Clerk of the Board recommends that a sale/auction of all newly deeded State-owned properties be held during a Regular meeting of the Board on Tuesday, August 4, 2015.

Suggested Motion

Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the State of Arizona by Treasurer's Deed in the year 2014. **(Michael Pastor/Marian Sheppard)**

Attachments

101-07-093A
101-07-115
101-07-116
101-07-123
101-07-152

101-07-154
101-07-155A
101-07-164
101-07-292
101-07-312
101-09-017
101-09-018
101-09-060
101-10-030B
101-12-086
101-12-109A
201-06-040C
201-08-011V
201-08-026K
201-08-041D
205-04-003X
205-18-026
206-03-009
206-09-041
206-10-022
206-10-068H
206-10-104
206-17-023
206-22-036
207-01-007R
207-13-056
207-17-049B
207-18-065A
207-18-081
208-02-514
208-04-133S
302-14-178
302-41-144
304-33-232G

Public Notice for BOS Property Tax Sale/Auction

2014-011002 TD Page: 1 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 093A** ACCOUNT NUMBER: **R000828**

DESCRIBED AS : **See Exhibit "A"**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2014-011002 TD Page: 2 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

101-07-093-A Acct # R000828 Rodriquez

Exhibit A

All that certain piece or parcel of land situated and being a portion of Lot 6, Block 19, HAYDEN TOWNSITE, according to Map Number 170, records of Gila County, Arizona, more particularly described as follows;

BEGINNING at the Southwest Corner of said Lot 6;

Thence North 7°46'30" W, a distance of 98.44 feet;

Thence North 3°52' W, a distance of 94.88 feet;

Thence South 78°51'30" E, a distance of 40.25 feet;

Thence North 31°59' E, a distance of 50.52 feet;

Thence South 62°31' E, a distance of 56.55 feet;

Thence South 3°34' W, a distance of 55.63 feet;

Thence South 32°38' W, a distance of 172.95 feet to the Southwest corner of said Lot 6, the POINT OF BEGINNING.

Subject, however, to all water, light and gas easements now existing on said parcel of land.

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000208 **Parcel # :** 101-07-093A - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.33 acres

Owner Name and Address :

RODRIQUEZ JOE A & BARBARA
C/O REBECCA BENTLEY
PO BOX 446
HAYDEN AZ 85135

Property Location :

737 N COTTONWOOD LN No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/30/1994	11/30/1994	-	-	QC	$50.00	STATE OF ARIZONA	RODRIQUES JOE A & BARBARA
11/21/2014	11/21/2014	-	-	TRD	$0.00	RODRIQUEZ JOE A & BARBARA	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS SLY POR LOT 6 BLK 19 LESS 04AC TOWN OF HAYDEN &LESS NLY POR SOLD DKT 358/951 312/104 133/402

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	1123	1935

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$18,151.00	Use Code:	0121
		Limited Value (LPV):	$18,151.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$1,816.00		
		Assessed LPV:	$1,816.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Rodriquez Joe A & Barbara

and situated in Gila County, Arizona:
PARCEL # 101 07 093A ACCOUNT # R000828

Legal Description: See Exhibit "A"

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **3,603.69**
as represented in Tax Sale Certificate No. **09-031976**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

3603.69
50.00 clerk's
3653369 Admin fee

Debora Savage
Treasurer of Gila County, Arizona

2014-010965 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 115** ACCOUNT NUMBER: **R000924**

DESCRIBED AS : **The West 110.0 Feet of Lot 4 Block 21 of Hayden Twns, Plat 170** SP

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000231 | Parcel # : 101-07-115 - | Appraisal Year : 2014

Acct Type : Residential | Tax District : 4160 | Map # : 07 | Parcel Size : 0.16 acres

Owner Name and Address :

ARMENTA MANUEL A

PO BOX 596
HAYDEN AZ 85135

Property Location :

No #

722 N SAN PEDRO RD

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
1/24/1958	2/6/1958	84	233	SW	$0.00	JOHN W GALABREATH & CO	ARMENTA MANUEL A
11/21/2014	11/21/2014	-	-	TRD	$0.00	ARMENTA MANUEL A	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS PT LOT 4 BLK 21 (W 110:)

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	832	1945

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$17,844.00	Use Code:	0121
		Limited Value (LPV):	$17,844.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$1,785.00		
		Assessed LPV:	$1,785.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Armenta Manuel A

and situated in Gila County, Arizona:
PARCEL # 101 07 115 ACCOUNT # R000924

Legal Description: The West 110.0 Feet of Lot 4 Block 21 of Hayden Twns, Plat170

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

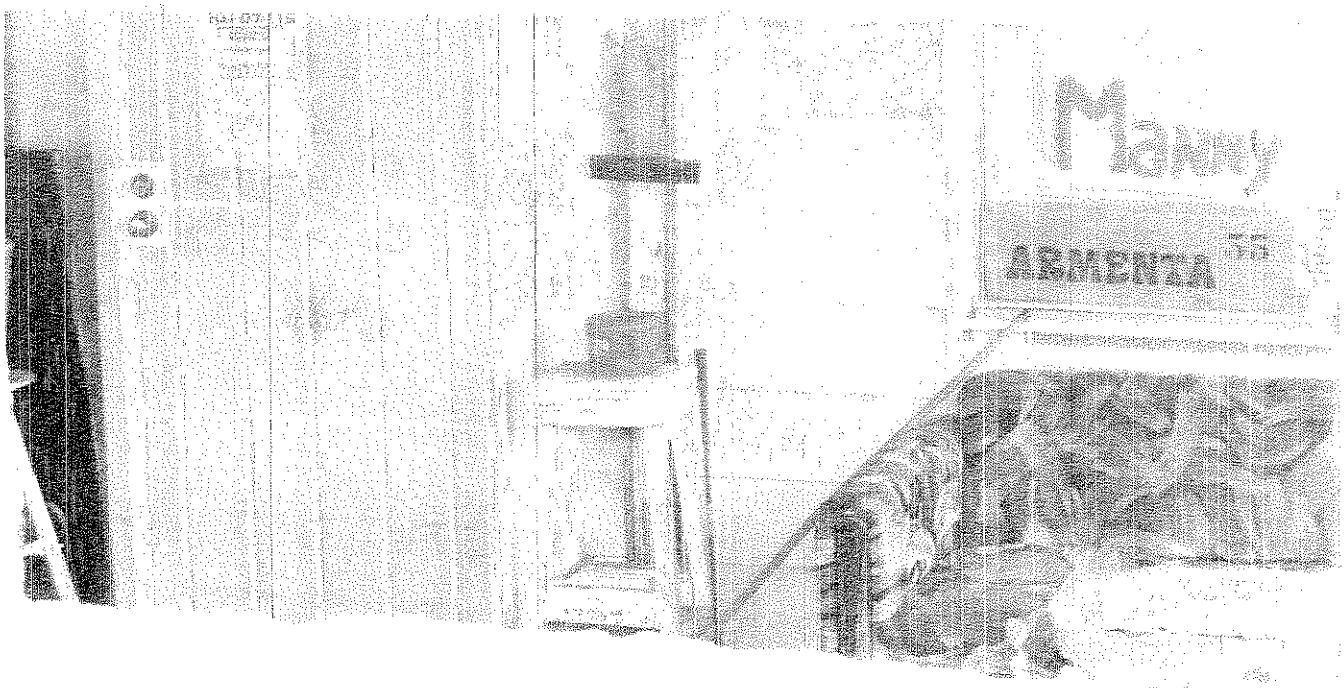
for taxes, interest and penalties and charges amounting to
$ **3,547.57**
as represented in Tax Sale Certificate No. **09-031979**

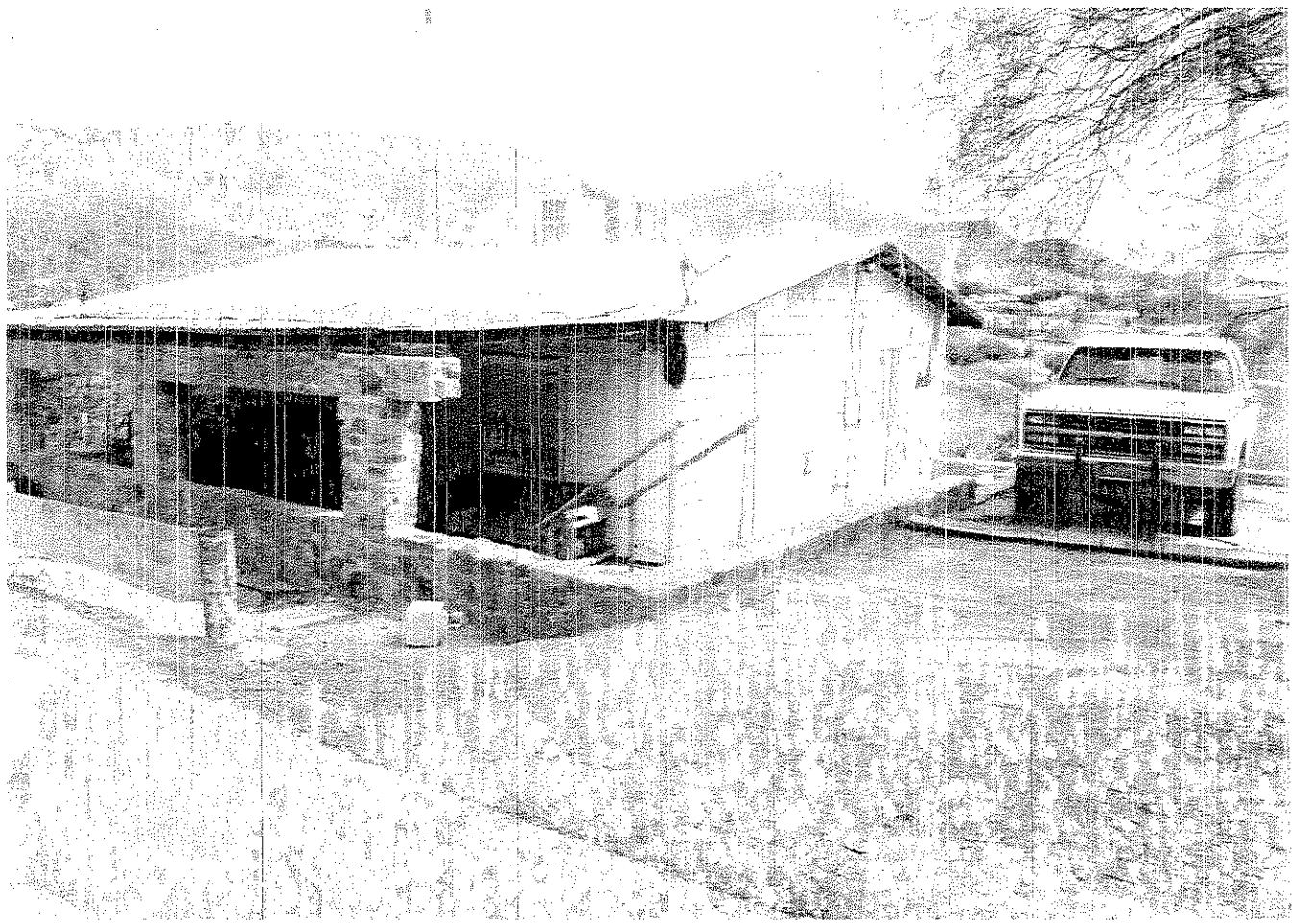
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

3,547.57
+ 50.00
3,597.57 Clerks fee

Debora Savage
Treasurer of Gila County, Arizona


Manny
ARMENIA



2014-010966 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 116** ACCOUNT NUMBER: **R000928**

DESCRIBED AS : **Lot 5 Block 21 of Hayden Twns , According to the plat thereof of record as Map #170, Fee # 218735 in the office of the County Recorder of Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000232 **Parcel # :** 101-07-116 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.11 acres

Owner Name and Address :

CRUZ AMPARO L
C/O STELLA MANRIQUEZ
PO BOX 104
HAYDEN AZ 85135

Property Location :

718 N SAN PEDRO RD No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
3/15/1998	3/15/1998	230	59	WD	$0.00	LOPEZ YNEZ V	CRUZ AMPARO L
11/21/2014	11/21/2014	-	-	TRD	$0.00	CRUZ AMPARO L	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 5 BLK 21

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Low	550	1915

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$4,328.00	Use Code:	0111
		Limited Value (LPV):	$4,328.00	Property Use:	0111-SFR-010-1 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$433.00		
		Assessed LPV:	$433.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Cruz Amparo L
C/O Stella Manriquez

and situated in Gila County, Arizona:
PARCEL # 101 07 116 ACCOUNT # R000928

Legal Description: Lot 5 Block 21 of Hayden Twns , According to the plat thereof of record as Map #170, Fee # 218735 in the office of the County Recorder of Gila County, Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ 1,137.96
as represented in Tax Sale Certificate No. **09-031980**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$1,137.96
50.00 clerk's fee
1,187.96

Debora Savage
Treasurer of Gila County, Arizona

10107116

2014-010567 ID Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 123** ACCOUNT NUMBER: **R000955**

DESCRIBED AS : **Lot 12, Block 21 in Hayden Twns, Plat 170**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Tuesday, January 13, 2015

Ad by DownSave | Close

Sterling Silver Marci Sisters Message Ring

Tressa Collection Sterling Silver Peace Sign Ring

Ad by DownSave | Close

Account # : R000000240 **Parcel # :** 101-07-123 **Appraisal Year :** 2015

Acct Type : Vacant **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.08 acres

Owner Name and Address :

STATE OF ARIZONA
C/O GILA COUNTY BOARD OF SUPERVISORS
1400 E ASH ST
GLOBE AZ 85501

Property Location :

No #
255 E PLAZA AVE
HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	CORDOVA YSABEL	STATE OF ARIZONA

Legal Description :

LOT 12 BLK 21 OF HAYDEN TOWNSITE, PLAT 170 NE4 SW4 SEC 11 T5S R15E = 0.08 AC

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,602.00	**Use Code:**	0001
		Limited Value (LPV):	$1,602.00	**Property Use:**	0001-VL-UNDET-URB-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$256.00		
		Assessed LPV:	$0.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Cordova Ysabel

and situated in Gila County, Arizona:
PARCEL # 101 07 123 ACCOUNT # R000955

Legal Description: Lot 12, Block 21 in Hayden Twns, Plat 170

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

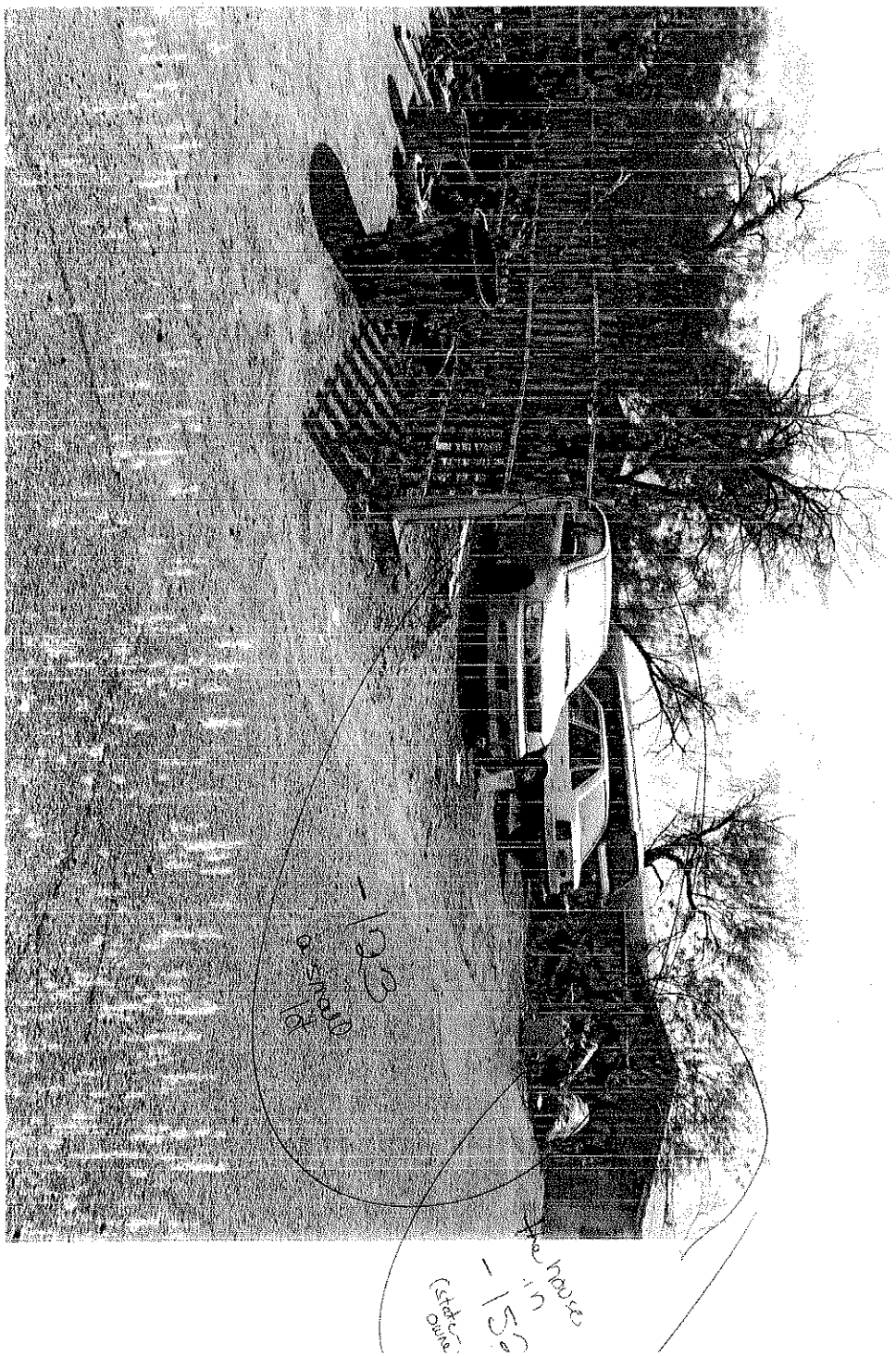
for taxes, interest and penalties and charges amounting to
$ **815.62**
as represented in Tax Sale Certificate No. **09-031981**

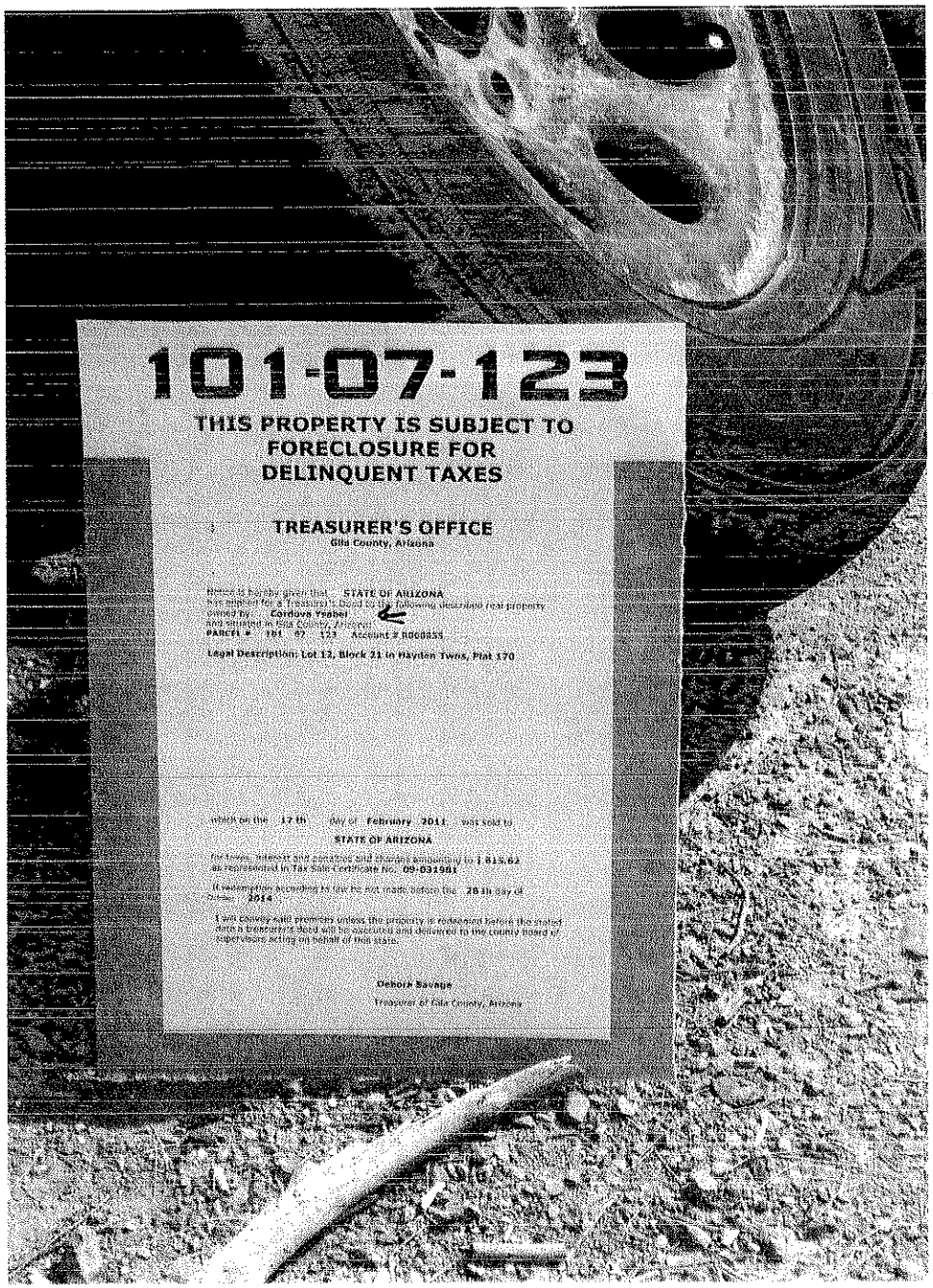
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$815.62
+ 50.00 Clerk's fee
$865.62

Debora Savage
Treasurer of Gila County, Arizona





101-07-123

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that STATE OF ARIZONA
has applied for a Treasurer's Deed to the following described real property
owned by Cordova Yeabel
and situated in Gila County, Arizona:
PARCEL # 101 07 123 Account # R0008553

Legal Description: Lot 12, Block 21 in Hayden Twns, Plat 170

which on the 17 th day of February 2011 was sold to
STATE OF ARIZONA
for taxes, interest and penalties and charges amounting to 1 815.62
as represented in Tax Sale Certificate No. 09-031981

If redemption according to law be not made before the 28 th day of
June 2014

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Bauman
Treasurer of Gila County, Arizona

2014-010968 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 152** ACCOUNT NUMBER: **R001081**

DESCRIBED AS : **The west 1/2 of Lot 9, Block 22, of Hayden Twns, according to the Plat thereof of record as Map # 170, Fee # 218735**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000270 **Parcel # :** 101-07-152 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.05 acres

Owner Name and Address :

CORDOVA YSABEL

PO BOX 464
HAYDEN AZ 85135

Property Location :

No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
2/4/1957	2/4/1957	69	122	SW	$0.00	LOPEZ JOSE H	CORDOVA ISABEL
11/21/2014	11/21/2014	-	-	TRD	$0.00	CORDOVA YSABEL	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS W2 LOT 9 BLK 22

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,097.00	**Use Code:**	0011
		Limited Value (LPV):	$1,097.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$176.00		
		Assessed LPV:	$176.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Cordova Ysabel

and situated in Gila County, Arizona:
PARCEL # 101 07 152 ACCOUNT # R001081

Legal Description: The west 1/2 of Lot 9, Block 22, of Hayden Twns, according to the Plat thereof of record as Map # 170, Fee # 218735

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

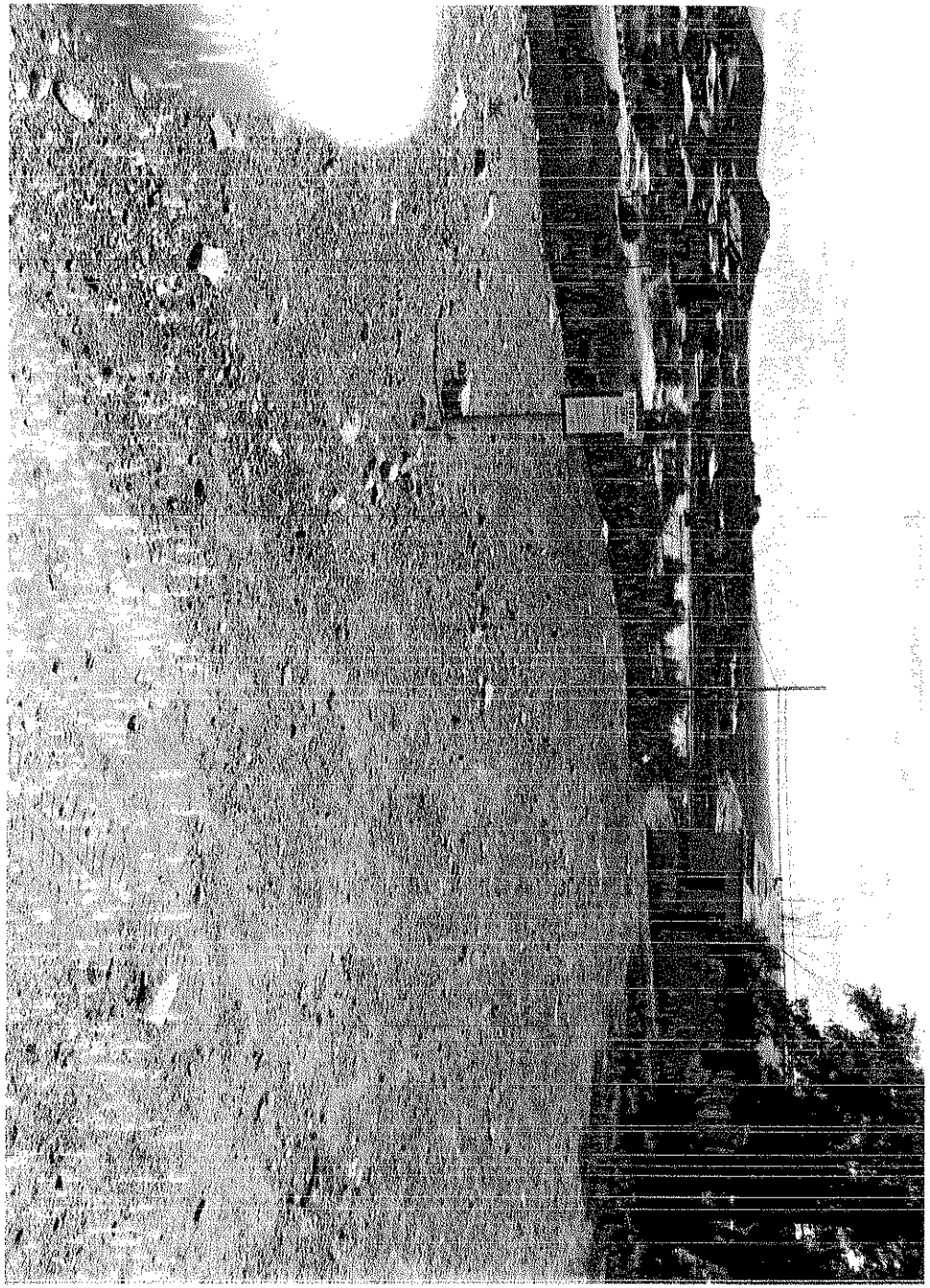
for taxes, interest and penalties and charges amounting to
$ **815.62**
as represented in Tax Sale Certificate No. **09-031985**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$815.62
50.00 Clerk's fee
$865.62

Debora Savage
Treasurer of Gila County, Arizona



101-07-152
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

2014-010969 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 154** ACCOUNT NUMBER: **R001089**

DESCRIBED AS : **Lot 10, Block 22 of Hayden Twns, Plat 170**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000272 **Parcel # :** 101-07-154 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.13 acres

Owner Name and Address :

HUFFINES LARRY
PO BOX 603
HAYDEN AZ 85135

Property Location :

No #
503 W FIFTH ST
HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
12/17/1996	12/17/1996	-	20384	QC	$2,500.00	-	-
11/21/2014	11/21/2014	-	-	TRD	$0.00	HUFFINES LARRY	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 10 BLK 22

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	850	1915

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$2,500.00	Use Code:	0121
		Limited Value (LPV):	$2,500.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$250.00		
		Assessed LPV:	$250.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Huffines Larry

and situated in Gila County, Arizona:
PARCEL # 101 07 154 ACCOUNT # R001089

Legal Description: Lot 10 Block 22 of Hayden Twns, Plat 170

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

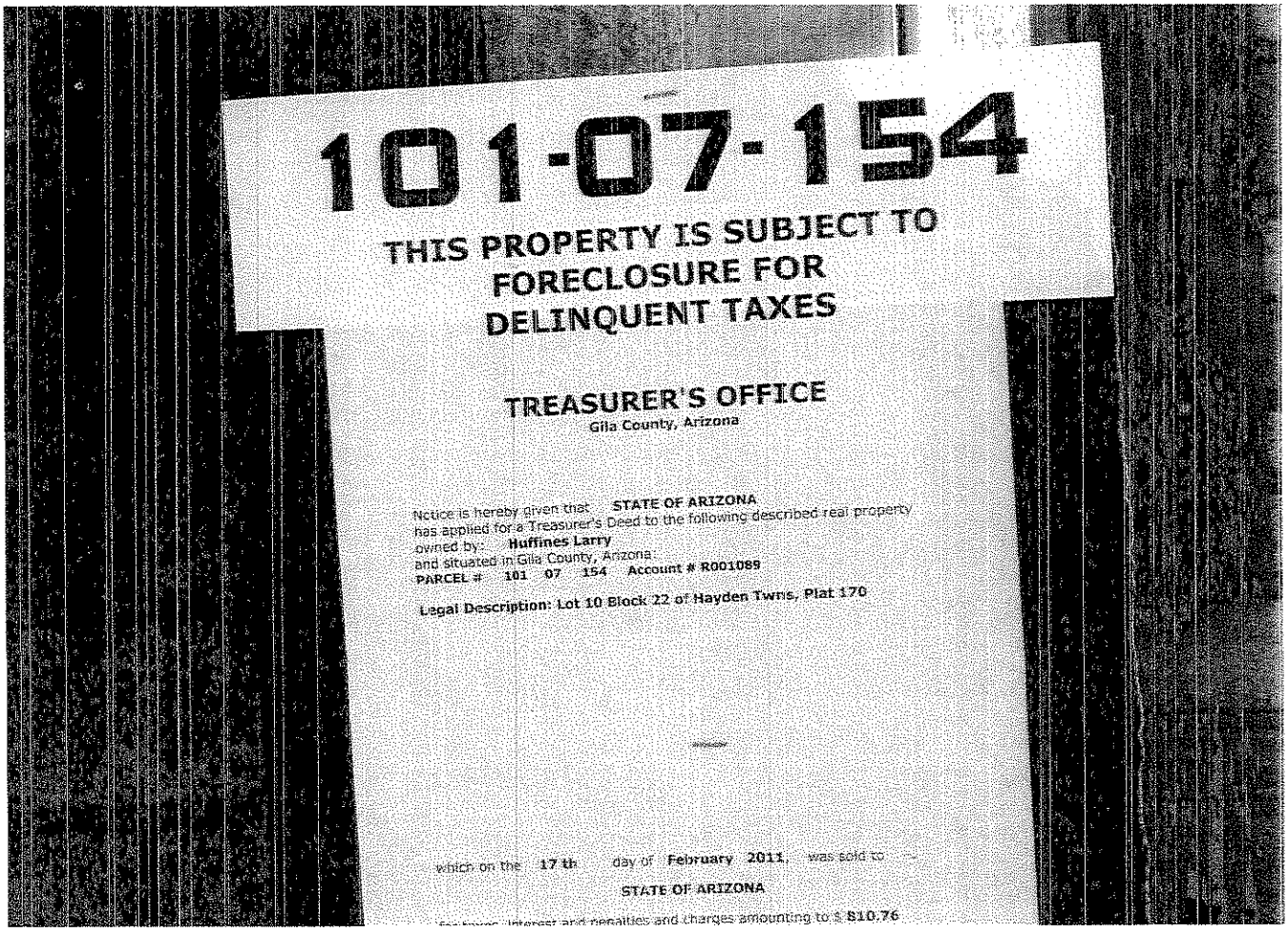
for taxes, interest and penalties and charges amounting to
$ **810.76**
as represented in Tax Sale Certificate No. **09-031986**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 810.76
50.00 Clerk's fee
$860.76

Debora Savage
Treasurer of Gila County, Arizona


101-07-154
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
Gila County, Arizona
Notice is hereby given that STATE OF ARIZONA
has applied for a Treasurer's Deed to the following described real property
owned by: Huffines Larry
and situated in Gila County, Arizona
PARCEL # 101 07 154 Account # R001089
Legal Description: Lot 10 Block 22 of Hayden Twns, Plat 170
which on the 17 th day of February 2011, was sold to
STATE OF ARIZONA
and taxes, interest and penalties and charges amounting to $ $10.76

2014-011001 TD Page: 1 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 155A** ACCOUNT NUMBER: **R001096**

DESCRIBED AS : **See Exhibit "A"**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2014-011001 TD Page: 2 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

101-07-155-A Acct # R001096 Huffines

Exhibit A

All that certain piece or parcel of land situated and being a roadway 20.00 feet wide between lots 10 and 11, Block 22 of HAYDEN TOWNSITE, Map No. 170, records of Gila County, Arizona, more particularly described as follows;

Beginning at the Northwest corner of Lot 10;

Thence South 22°55' West a distance of 69.65 feet;

Thence North 64°5' West a distance of 20.00 feet;

Thence North 22°55'East a distance 69.65 feet;

Thence South 64°5' East 20 feet to the POINT OF BEGINNING.

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000274 **Parcel # :** 101-07-155A - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.03 acres

Owner Name and Address :

HUFFINES LARRY
PO BOX 603
HAYDEN AZ 85135

Property Location :

No #
511 W FIFTH ST
HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/12/1997	11/12/1997	-	716525	QC	$900.00	-	-
11/21/2014	11/21/2014	-	-	TRD	$0.00	HUFFINES LARRY	STATE OF ARIZONA

Legal Description :

POR OF RDWAY IN BLK 22 OF HAYDEN TWNS; BEG AT NW COR LOT 10 TH S 22 DG 55' W 69.65'; TH N 64 DG 05' W 20'; TH N 22 DG 55' E 69.65' TH S 64 DG 05' E 20' TO POB

Building Count :

No Records Returned

Valuation:

Value Method:	Market	Full Cash Value (FCV):	$750.00	Use Code:	0011
		Limited Value (LPV):	$750.00	Property Use:	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	Assessed FCV:	$120.00		
		Assessed LPV:	$120.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Huffines Larry

and situated in Gila County, Arizona:
PARCEL # 101 07 155A ACCOUNT # R001096

Legal Description: See Exhibit "A"

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **671.81**
as represented in Tax Sale Certificate No. **09-031987**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$671.81
50.00 Clerk's fee
$721.81

Debora Savage
Treasurer of Gila County, Arizona

101-07-155A

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Huffines Larry**
and situated in Gila County, Arizona:
PARCEL # 101 07 155A Account # R001096

Legal Description:

All that certain piece or parcel of land situated and being a roadway 20.00 feet wide between lots 10 & 11, Block 22 of HAYDEN TOWNSITE, Map #170, records of Gila County, Arizona, more particularly described as follows;
Beginning at the Northwest corner of Lot 10;
Thence South: 22°55' West a distance of 69.65 feet;
Thence North: 64°5' West a distance of 20.00 feet;
Thence North: 22° 55' East as distance 69.65 feet;
Thence South 64°5' East 20 feet to POB

which on the **17 th** day of **February 2011**, was sold to

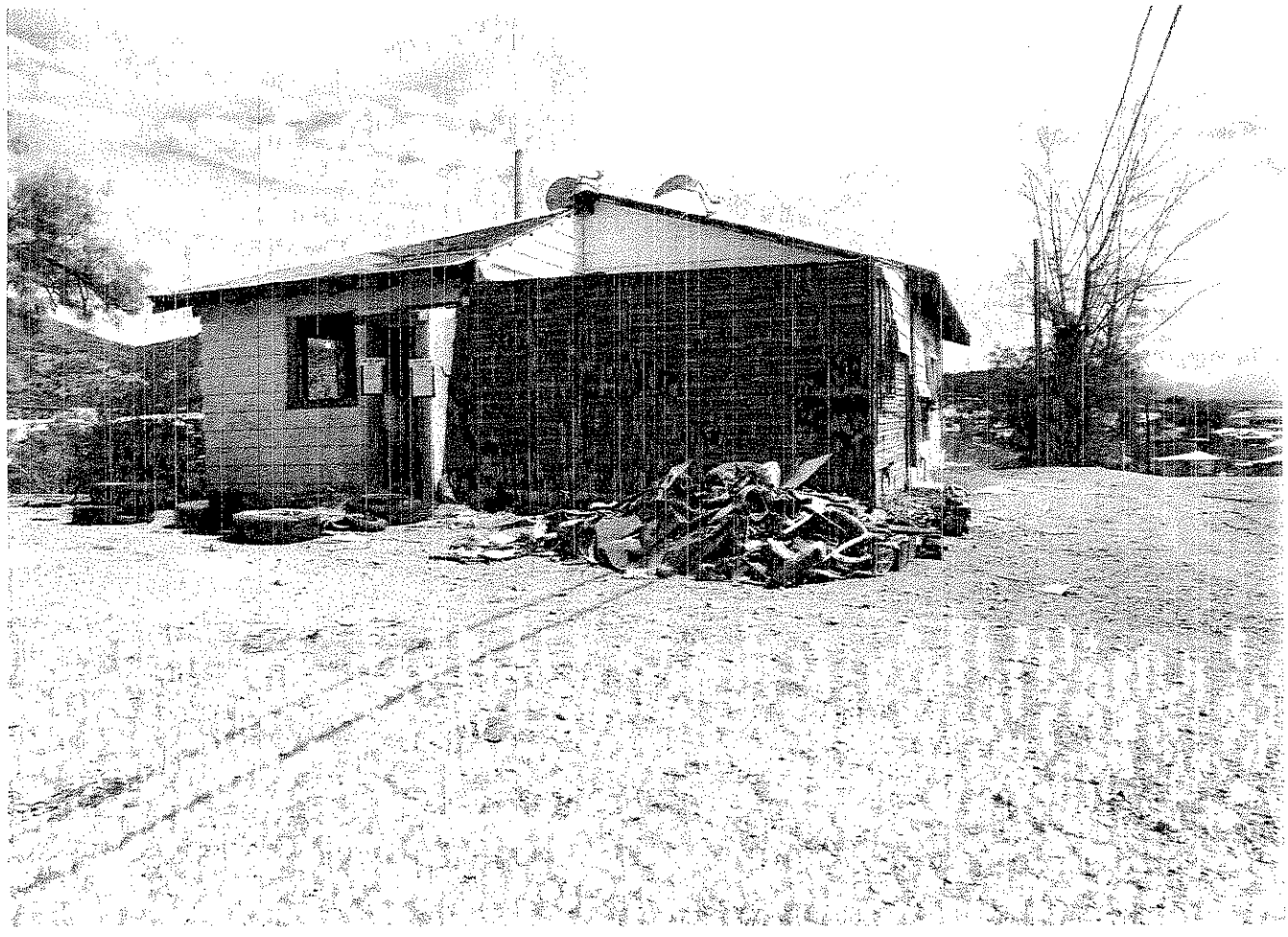
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **671.81**
as represented in Tax Sale Certificate No. **09-031987**

If redemption according to law be not made before the **28 th** day of
October **2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage



2014-0109770 ID Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 164** ACCOUNT NUMBER: **R001134**

DESCRIBED AS : **Lot 7 Block 23, Hayden Twns per Map # 170 as recorded in the Gila County Recorder's Office , Gila County, Arizona.**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000283 **Parcel # :** 101-07-164 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.06 acres

Owner Name and Address :

BOLTAREZ MARCOS R III & MAGDALENA C

PO BOX 613
WINKELMAN AZ 85192

Property Location :

509 W FOURTH ST No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
2/15/1990	2/15/1990	791	343	JT	$0.00	BOLTAREZ CARMEN M	BOLTAREZ MARCOS R III & MAGDALENA C
11/21/2014	11/21/2014	-	-	TRD	$0.00	BOLTAREZ MARCOS R III & MAGDALENA C	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 7 BLK 23

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Low	630	1915

Valuation:

Value Method:	Assr Ovrd	**Full Cash Value (FCV):**	$10,154.00	**Use Code:**	0111
		Limited Value (LPV):	$10,154.00	**Property Use:**	0111-SFR-010-1 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	**Assessed FCV:**	$1,016.00		
		Assessed LPV:	$1,016.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Boltarez Marcos R III & Magdalena

and situated in Gila County, Arizona:
PARCEL # 101 07 164 ACCOUNT # R001134

Legal Description: Lot 7 Block 23, Hayden Twns per Map # 170 as recorded in the Gila County Recorder's Office , Gila County, Arizona.

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

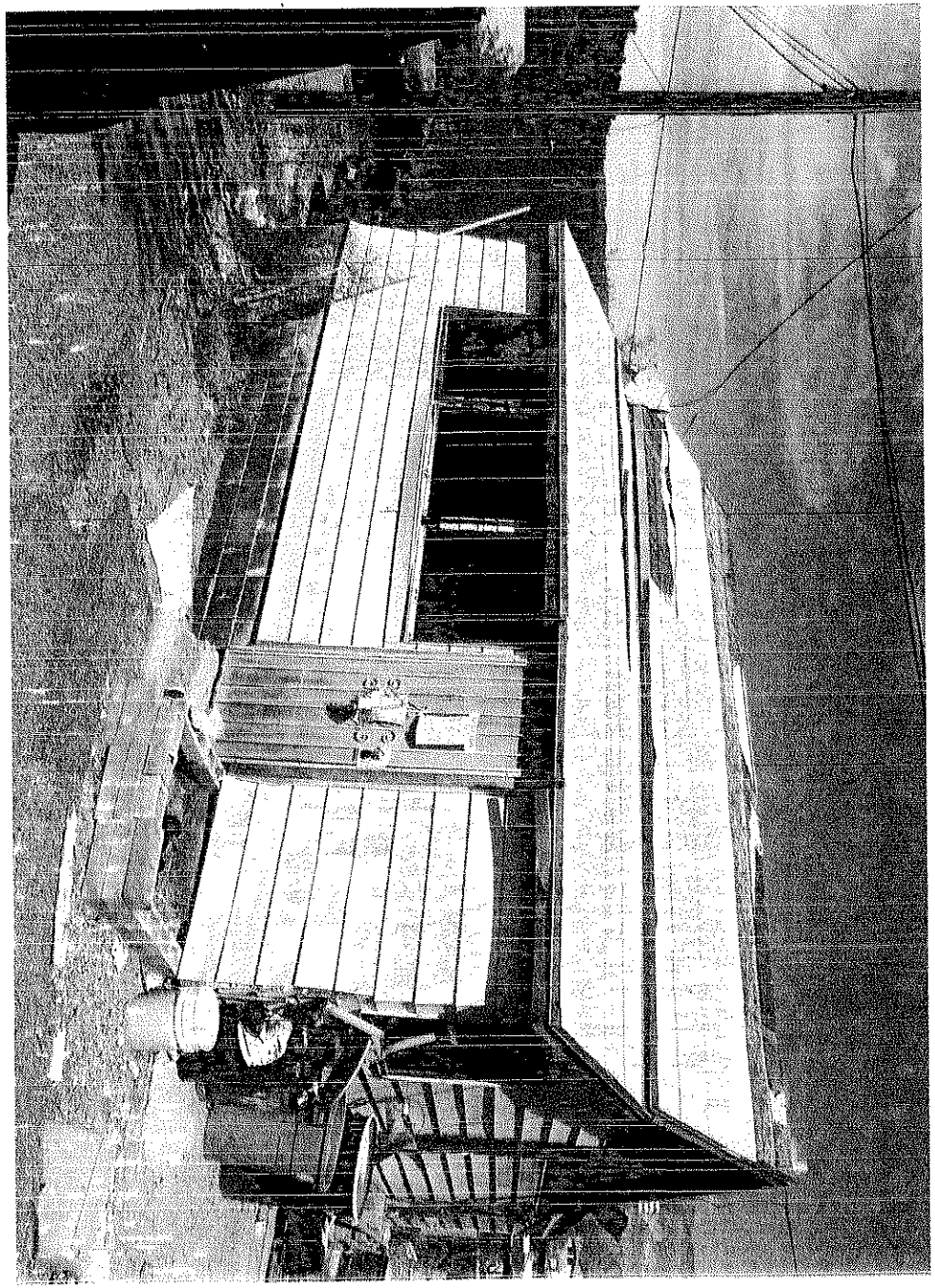
for taxes, interest and penalties and charges amounting to
$ **2,156.89**
as represented in Tax Sale Certificate No. **09-031989**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$2156.89
50.00 Clerk's fee
$2206.89

Debora Savage
Treasurer of Gila County, Arizona



101-07-164

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Bolfarez Marcos R III & Magdalena**
and situated in Gila County, Arizona:
PARCEL # 101 07 164 Account # R001134

Legal Description: Lot 7 Block 23, Hayden Twns per Map # 170 as recorded in the Gila County Recorder's Office , Gila County, Arizona.

which on the **17 th** day of **February 2011** was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **2,156.89**
as represented in Tax Sale Certificate No. **09-031989**

If redemption according to law be not made before the **28 th** day of
October **2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2014-010971 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 292** ACCOUNT NUMBER: **R001683**

DESCRIBED AS : **Lot 25 Block 27 Hayden Twns, Gila County State of Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000414 **Parcel # :** 101-07-292 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.11 acres

Owner Name and Address :

ROMERO HENRY R
C/O STELLA MANRIQUEZ
PO BOX 104
HAYDEN AZ 85135

Property Location :

No #
201 E PLAZA AVE
HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
10/16/1980	10/16/1980	516	767	QC	$0.00	ROMERO RACHEL G`	ROMERO HENRY R
1/30/1981	1/30/1981	524	971	JT	$0.00	BLANCARTE JOSE G & LUPE N	ROMERO HENRY R & RACHEL G
11/21/2014	11/21/2014	-	-	TRD	$0.00	ROMERO HENRY R	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 25 BLK 27

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Low	1069	1915

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$11,813.00	Use Code:	0111
		Limited Value (LPV):	$11,813.00	Property Use:	0111-SFR-010-1 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$1,182.00		
		Assessed LPV:	$1,182.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Romero Henry R
C/O Stella Manriquez

and situated in Gila County, Arizona:
PARCEL # 101 07 292 ACCOUNT # R001683

Legal Description: Lot 25 Block 27 Hayden Twns, Gila County State of Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

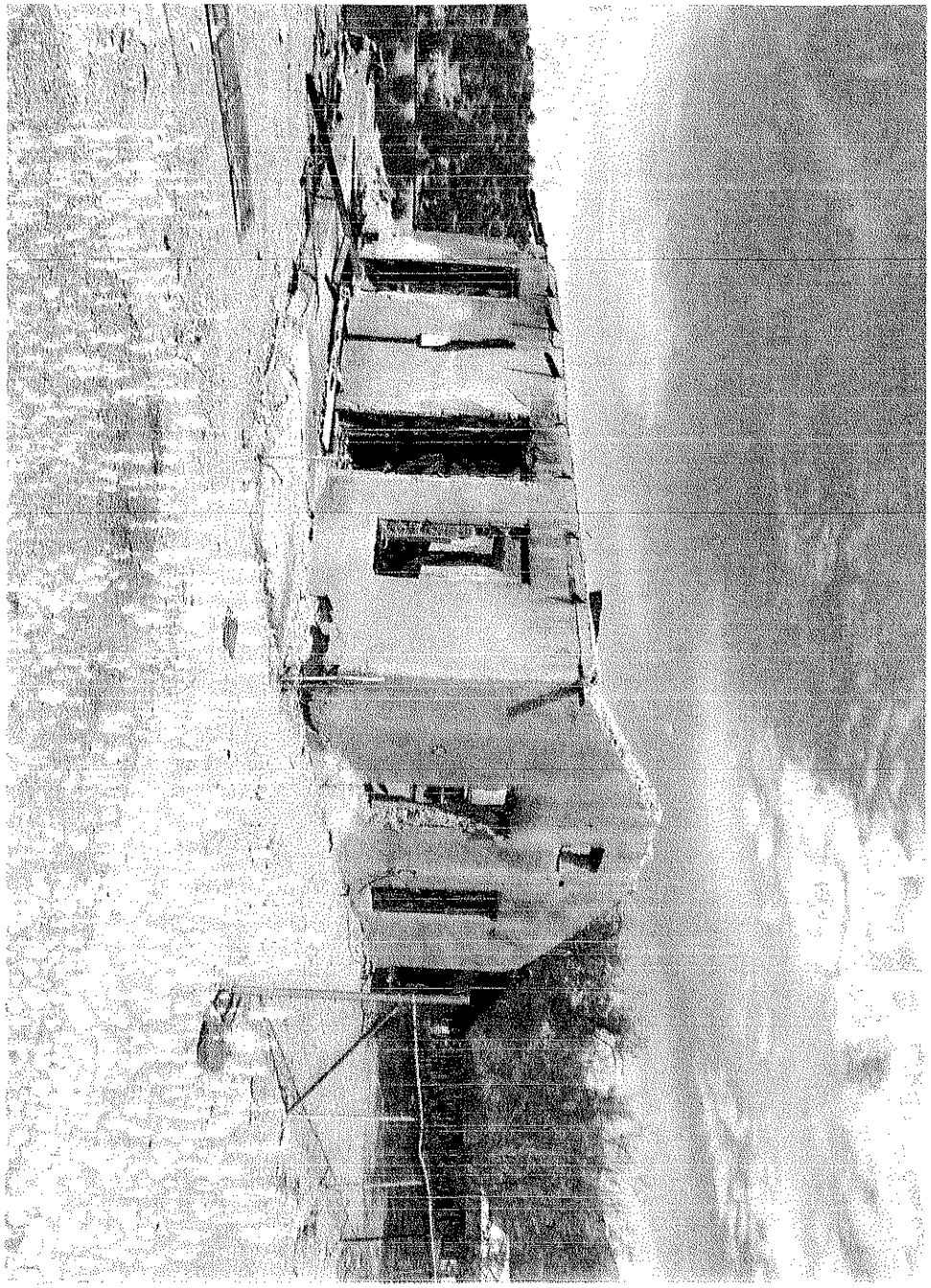
for taxes, interest and penalties and charges amounting to
$ **5,686.15**
as represented in Tax Sale Certificate No. **09-032001**

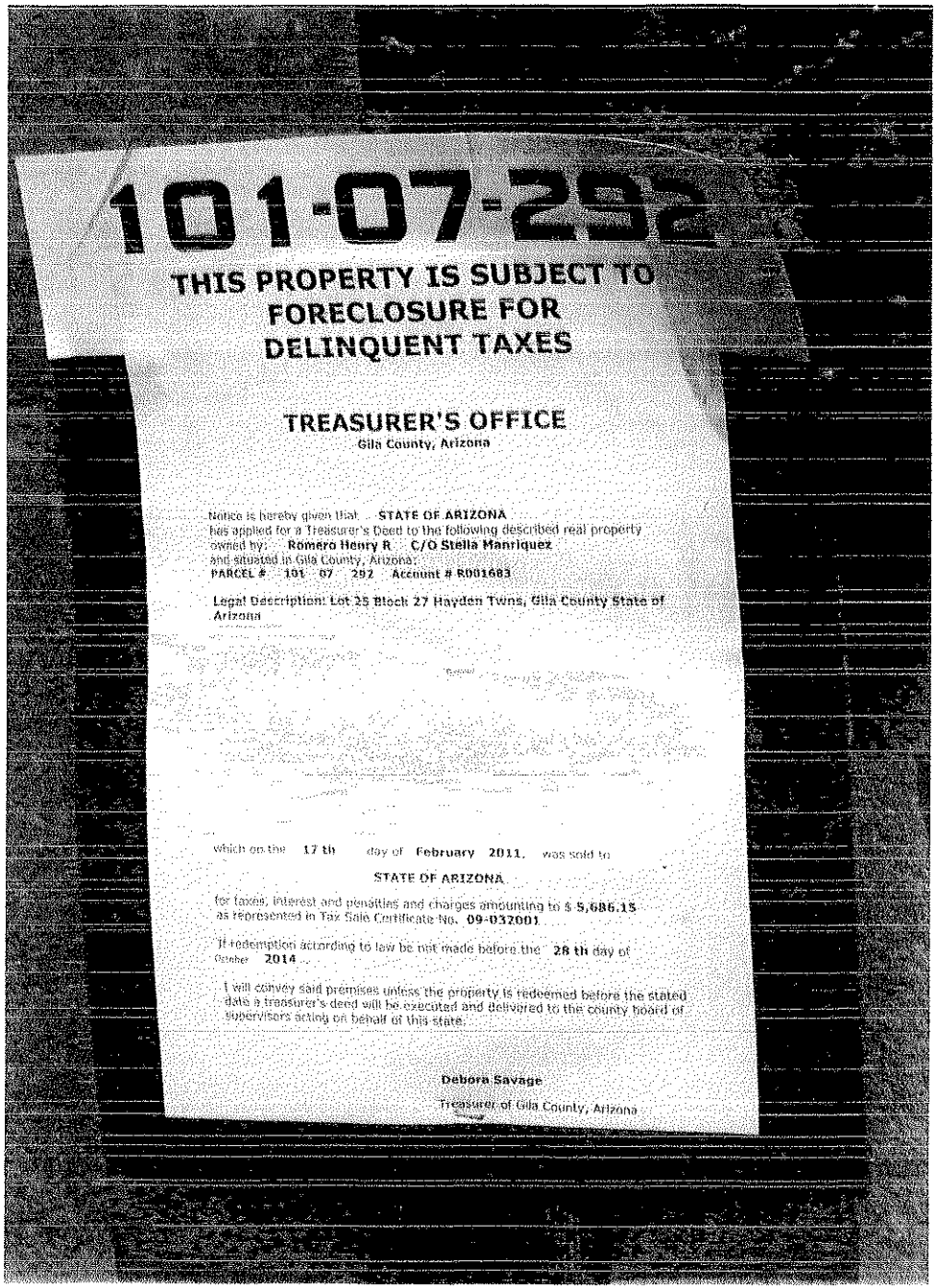
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 5,686.15
50.00 Clerks fee
$ 5736.15

Debora Savage
Treasurer of Gila County, Arizona





101-07-292

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by: Romero Henry R C/O Stella Manriquez and situated in Gila County, Arizona:
PARCEL # 101 07 292 Account # R001683

Legal Description: Lot 25 Block 27 Hayden Twns, Gila County State of Arizona

which on the 17 th day of February 2011, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ 5,686.15 as represented in Tax Sale Certificate No. 09-032001

If redemption according to law be not made before the 28 th day of October 2014

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2014-010972 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 07 312** ACCOUNT NUMBER: **R001761**

DESCRIBED AS : **Lot 45,Block 27, Hayden Twns according to Plat Thereof as Map#170 Fee #218735, Gila County Official records**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000434 **Parcel # :** 101-07-312 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.05 acres

Owner Name and Address :

PADILLA ROBERT AND
PADILLA JOSEPH
PO BOX 291
HAYDEN AZ 85135

Property Location :

631 SAN PEDRO AVE No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	PADILLA ROBERT AND, PADILLA JOSEPH	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 45 BLK 27

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Average	984	1915

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$2,811.00	Use Code:	0191
		Limited Value (LPV):	$2,811.00	Property Use:	0191-MISC RES IMP URBAN-SUBDIV
Assessment Ratio:	16.00 %	Assessed FCV:	$450.00		
		Assessed LPV:	$450.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Padilla Robert And Joseph Padilla

and situated in Gila County, Arizona:
PARCEL # 101 07 312 ACCOUNT # R001761

Legal Description: Lot 45,Block 27, Hayden Twns according to Plat Thereof as Map#170 Fee #218735, Gila County Official records

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

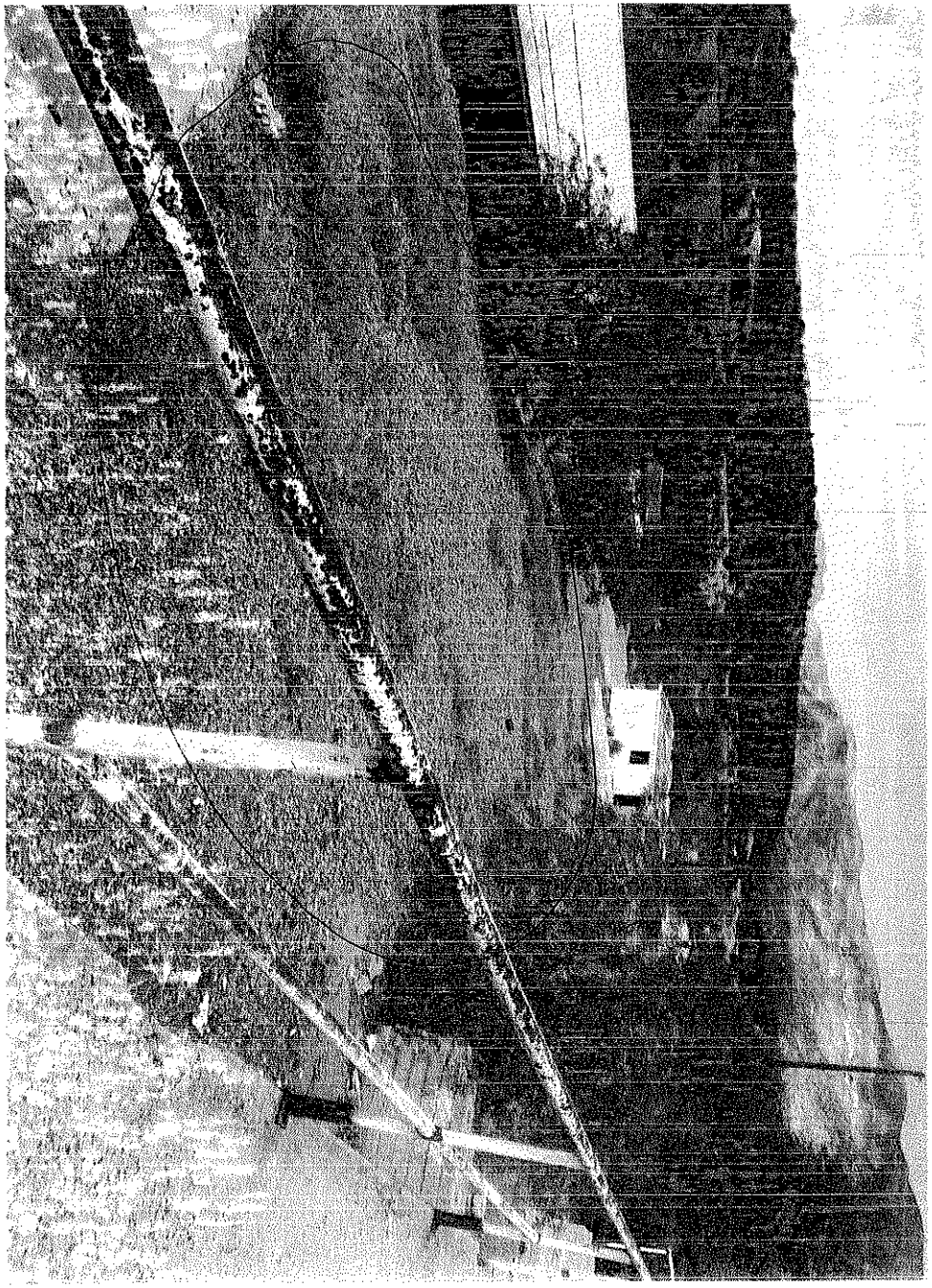
for taxes, interest and penalties and charges amounting to
$ **4,624.34**
as represented in Tax Sale Certificate No. **09-032005**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$4,624.34
50.00 Clerk's fee
$4,674.34

Debora Savage
Treasurer of Gila County, Arizona



101-07-312

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Padilla Robert And Joseph Padilla**
and situated in Gila County, Arizona:
PARCEL # 101 07 312 Account # R001761

Legal Description: Lot 45,Block 27, Hayden Twns according to Plat Thereof as Map#170 Fee #218735, Gila County Official records

which on the **17 th** day of **February 2011**, was sold to
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **$ 4,624.54** as represented in Tax Sale Certificate No. **09-032005**

If redemption according to law be not made before the **28 th** day of **October 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2014-010973 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 09 017** ACCOUNT NUMBER: **R001895**

DESCRIBED AS : **Lot 10, Block 8, Hayden Twns, according to theplat of record in the office of the county recorder of Gila County, Az, Recorded in Map # 170, except all minerals reserved and described in insturment recorded in Docket #48, Page 188**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000469 **Parcel # :** 101-09-017 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4160 **Map # :** 09 **Parcel Size :** 0.08 acres

Owner Name and Address :

LONGTERM LAND LP
PO BOX 15524
PHOENIX AZ 85060

Property Location :

568 N UTAH AVE No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
1/1/2005	1/1/2005	-	504054	JT	$7,500.00	-	-
6/23/2004	6/23/2004	-	9815	QC	$1,500.00	FERNANDO S RABAGO	GEORGE M ALLEN JR.
5/4/2007	5/4/2007	-	7785	QC	$400.00	GEORGE A JR & HELEN J ALLEN	JOHN KIZZIRE
11/21/2014	11/21/2014	-	-	TRD	$0.00	LONGTERM LAND LP	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 10 BLK 8279/983

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,436.00	**Use Code:**	0013
		Limited Value (LPV):	$1,436.00	**Property Use:**	0013-VL-RES-RURAL-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$230.00		
		Assessed LPV:	$230.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Longterm Land LP
Kizzire John

and situated in Gila County, Arizona:
PARCEL # 101 09 017 ACCOUNT # R001895

Legal Description: Lot 10, Block 8 Hayden Twns, according to theplat of record in the office of the county recorder of Gila County, Az Recorded in Map # 170, except all minerals reserved and described in insturment recorded in Docket #48, Page 188

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

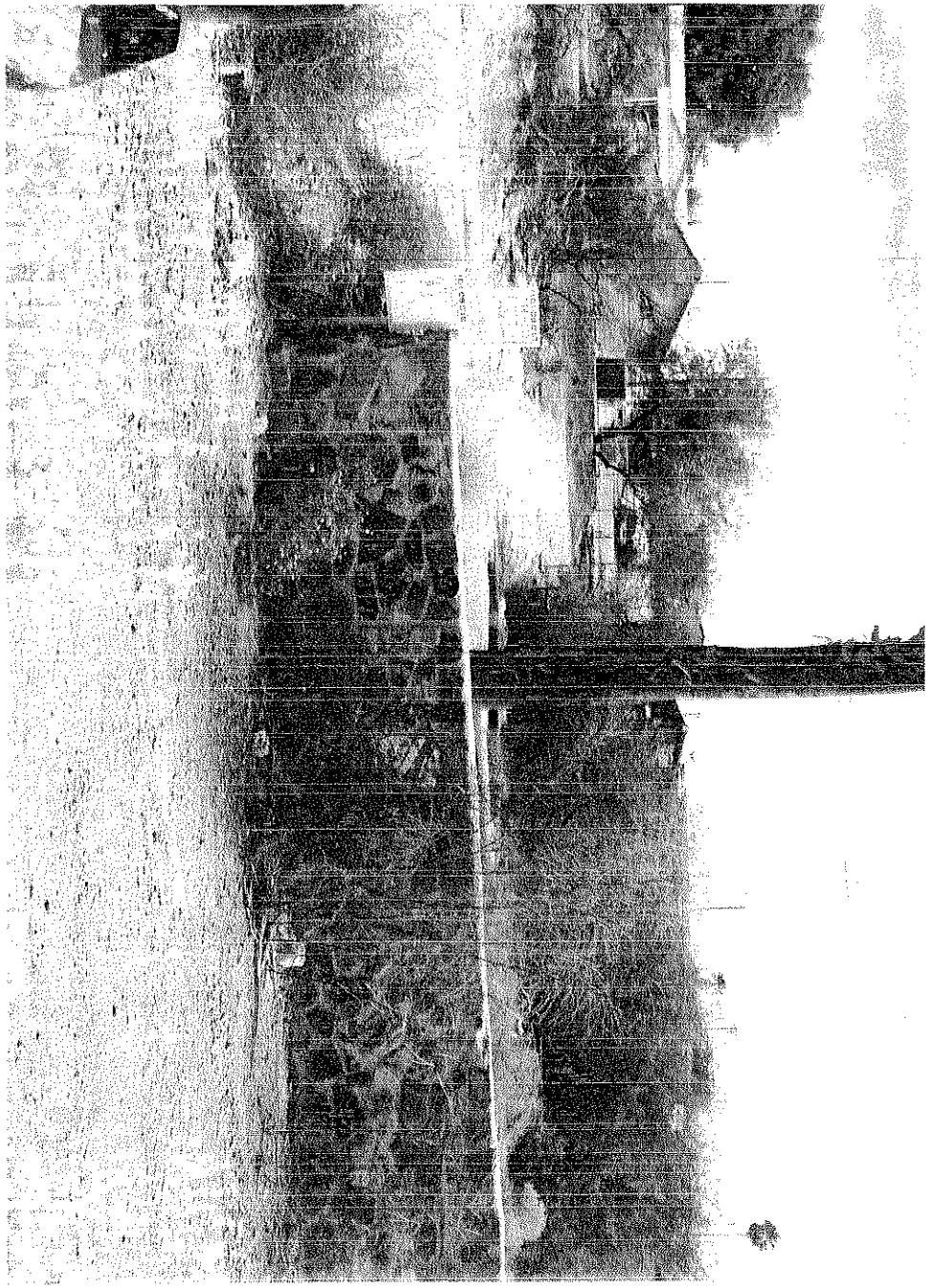
for taxes, interest and penalties and charges amounting to
$ **4,589.04**
as represented in Tax Sale Certificate No. **09-032007**

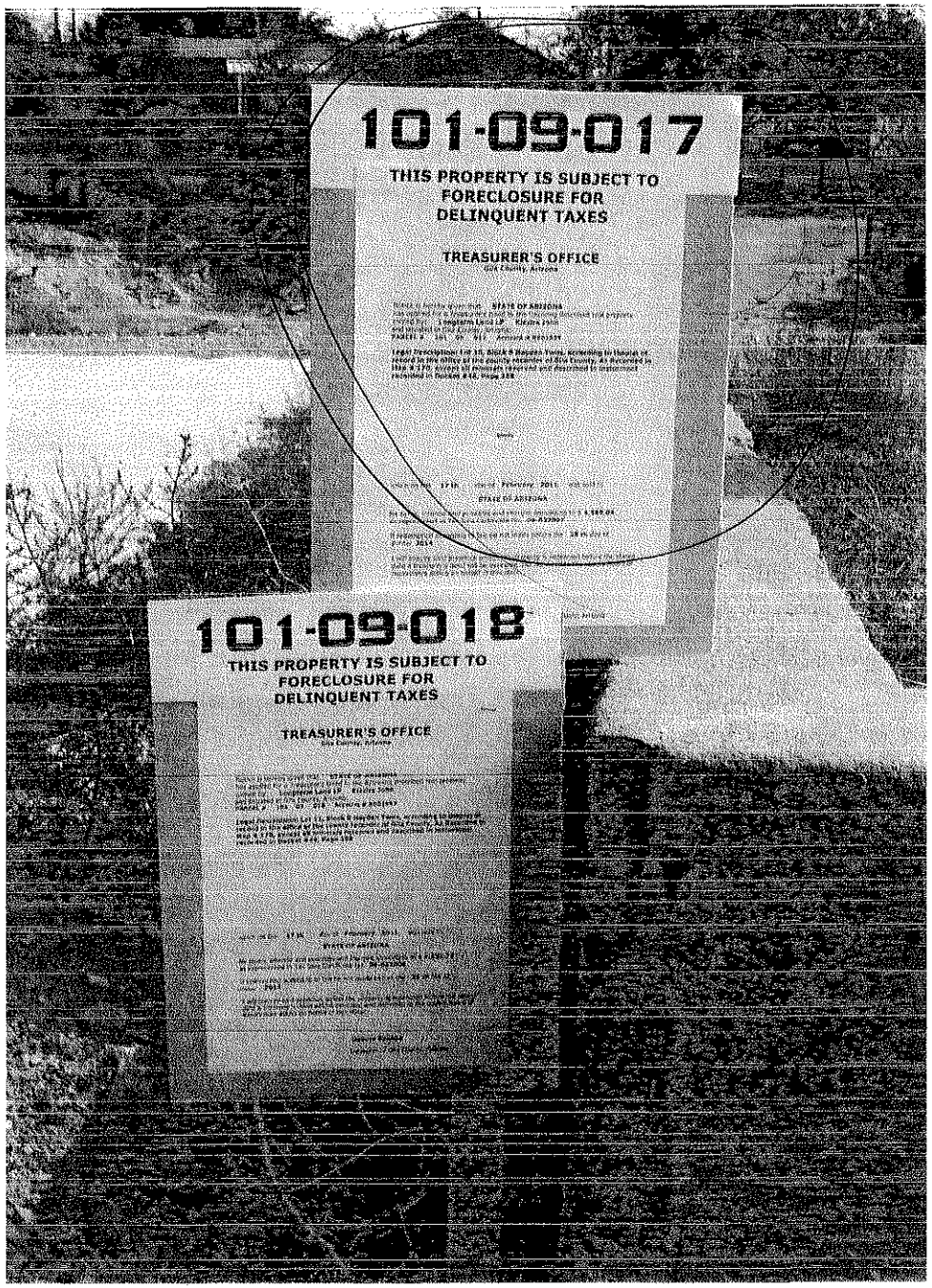
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$4,589.04
50.00 Clerk's fee
$4,639.04

Debora Savage
Treasurer of Gila County, Arizona




101-09-017
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
101-09-018
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

2014-010974 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 09 018** ACCOUNT NUMBER: **R001897**

DESCRIBED AS : **Lot 11, Block 8 Hayden Twns, according to theplat of record in the office of the county recorder of Gila County, Az, Recorded in Map # 170, except all minerals reserved and described in insturment recorded in Docket #48, Page 188**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000470 **Parcel # :** 101-09-018 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4160 **Map # :** 09 **Parcel Size :** 0.09 acres

Owner Name and Address :

LONGTERM LAND LP
PO BOX 15524
PHOENIX AZ 85060

Property Location :

No #
562 UTAH AVE
HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
1/1/2005	1/1/2005	-	498813	JT	$6,000.00	-	-
1/28/2004	1/28/2004	-	1524	QC	$0.00	GEORGE M ALLEN JR.	FERNANDO RABAGO
6/23/2004	6/23/2004	-	9816	QC	$1,500.00	FERNANDO S RABAGO	GEORGE M ALLEN JR.
11/21/2014	11/21/2014	-	-	TRD	$0.00	LONGTERM LAND LP	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 11 BLK 8

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,436.00	**Use Code:**	0013
		Limited Value (LPV):	$1,436.00	**Property Use:**	0013-VL-RES-RURAL-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$230.00		
		Assessed LPV:	$230.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Longterm Land LP
Kizzire John

and situated in Gila County, Arizona:
PARCEL # 101 09 018 ACCOUNT # R001897

Legal Description: Lot 11, Block 8 Hayden Twns, according to theplat of record in the office of the county recorder of Gila County, Az Recorded in Map # 170, except all minerals reserved and described in insturment recorded in Docket #48, Page 188

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

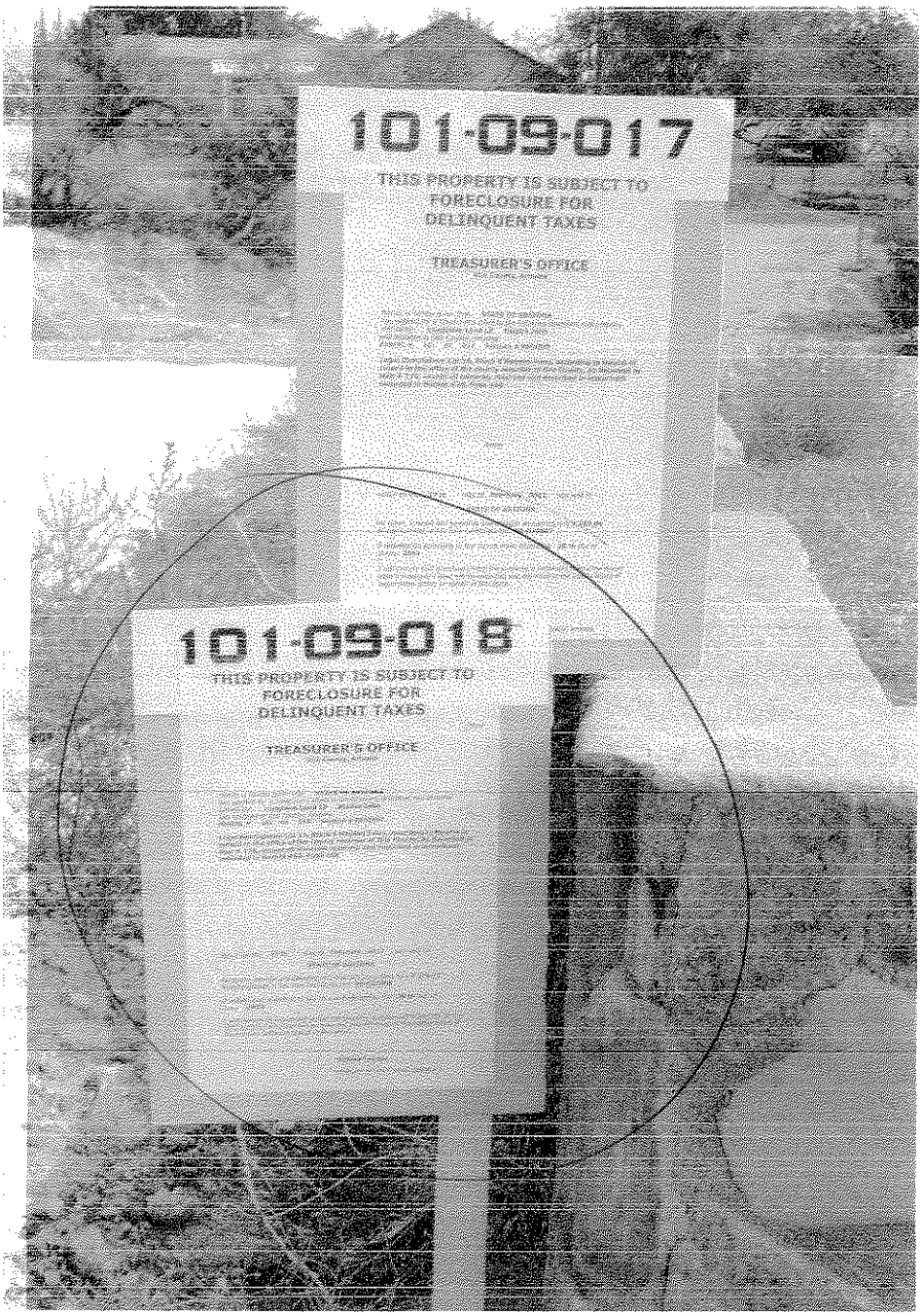
for taxes, interest and penalties and charges amounting to
$ 4,221.72
as represented in Tax Sale Certificate No. **09-032008**

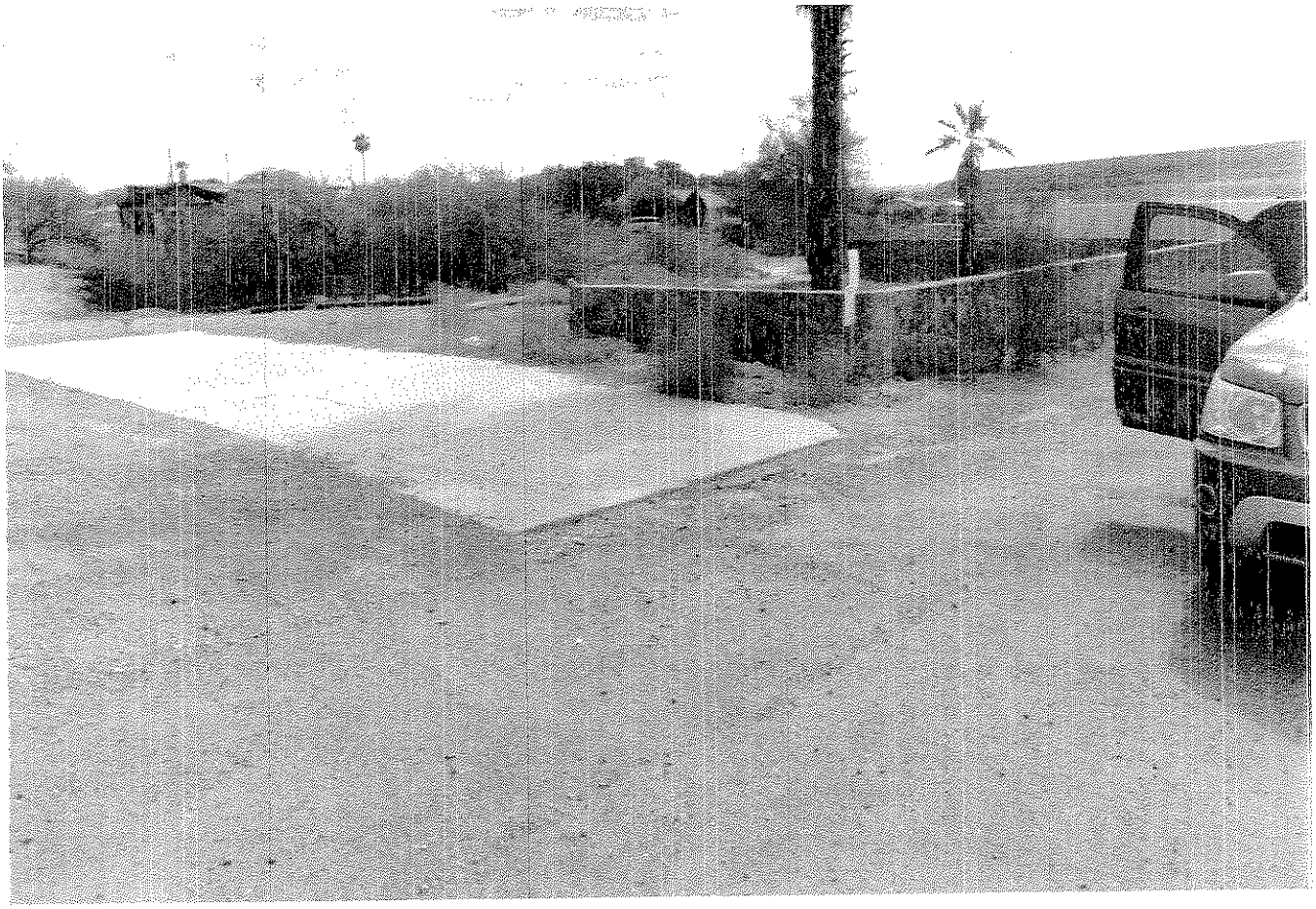
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$4,221.72
50.00 Clerk's fee
$4,271.72

Debora Savage
Treasurer of Gila County, Arizona


101-09-017
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
101-09-018
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE



2014-010975 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 09 060** ACCOUNT NUMBER: **R000007**

DESCRIBED AS : **Lot 2, Block 11, of Hayden Twns according to the plat thereof of record as Map#170, Fee # 218735, records of the county recorder, Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000511 **Parcel # :** 101-09-060 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4160 **Map # :** 09 **Parcel Size :** 0.11 acres

Owner Name and Address :

CRUZ MICHAEL J CONSERVATOR FBO
CRUZ BEVERLY D AND
4437 W CALLE DON CLEMENTE
TUCSON AZ 85746

Property Location :

590 N VELASCO AVE No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
5/12/1999	5/12/1999	-	-	WD	$0.00	MENDOZA TONI MARGARET	CRUZ MICHAEL J CONSERVATOR FOR THE ESTATE OF BEVERLY D & JOR-DAN RAINE CRUZ
11/21/2014	11/21/2014	-	-	TRD	$0.00	CRUZ MICHAEL J CONSERVATOR FBO, CRUZ BEVERLY D AND	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 2 BLK 11

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	1199	1927

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$22,071.00	Use Code:	0121
		Limited Value (LPV):	$22,071.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$2,208.00		
		Assessed LPV:	$2,208.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Cruz Michael J Conservator FBO, Cruz Beverly D

and situated in Gila County, Arizona:
PARCEL # 101 09 060 ACCOUNT # R000007

Legal Description: Lot 2, Block 11, of Hayden Twns according to the plat thereof of record as Map#170, Fee # 218735, records of the county recorder, Gila County, Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **4,573.98**
as represented in Tax Sale Certificate No. **09-032010**

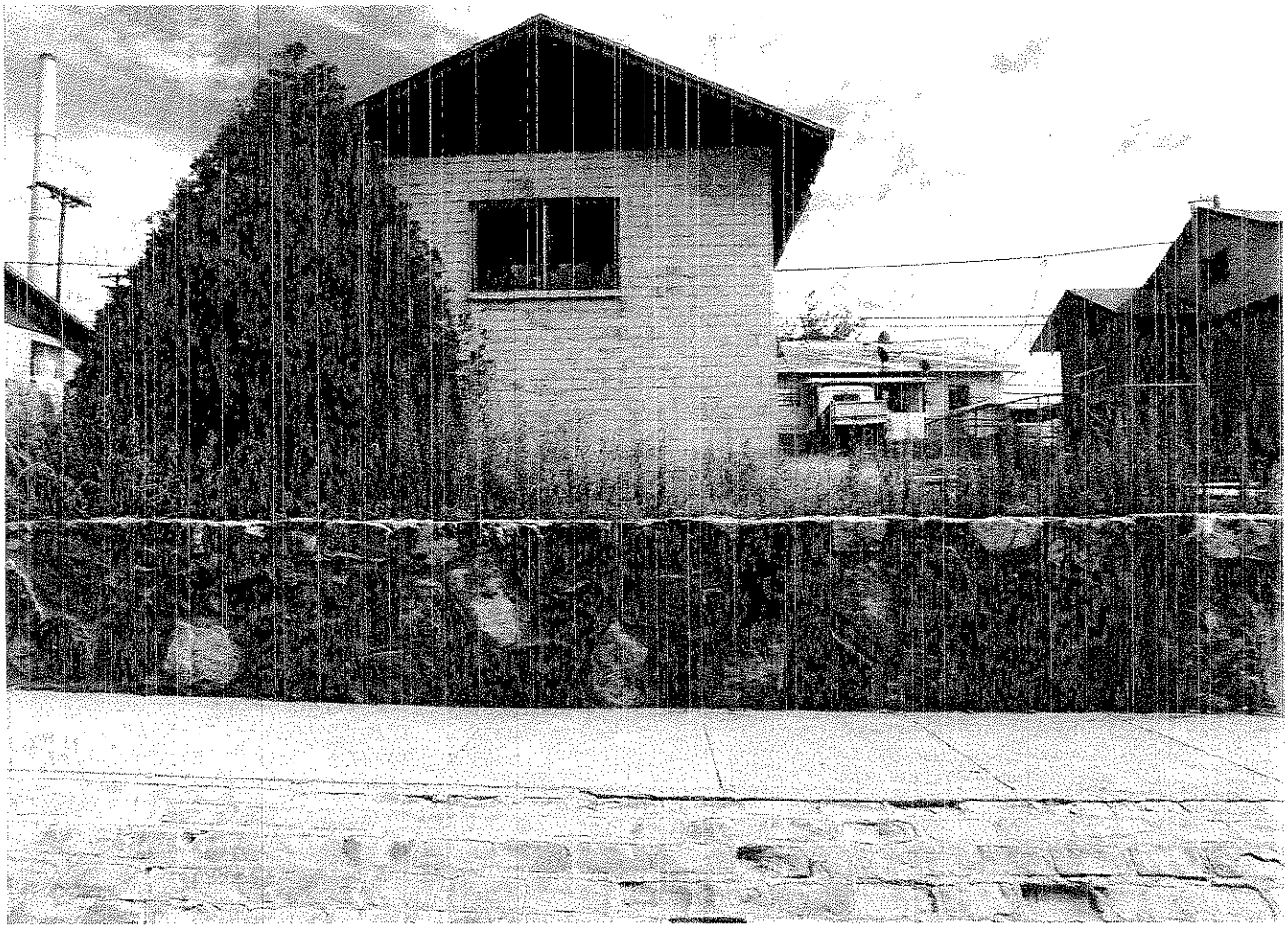
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$4,573.98
50.00 clerk's fee
$4,623.98

Debora Savage
Treasurer of Gila County, Arizona

090-09-101



2014-011008 TD Page: 1 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 10 030B** ACCOUNT NUMBER: **R000415**

DESCRIBED AS : **See Exhibit "A"**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2014-011008 TD Page: 2 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

101-10-030-B Acct # R000415 Fred T Ash & Sons

Exhibit A

Part of the Northeast Section 23, Township 5 South, Range 15 East, Commencing at the Northeast corner of Section 23;

Thence South 69°59'39" West, 952.12 feet to the Point of Beginning;

Thence North 40°26' West, 8.86 feet;

Thence South 47°4'16" West, 179.29 feet;

Thence South 43°8'30" East, 9.47 feet;

Thence North 46°51'30" East, 180.28 feet to the Point of Beginning.

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000612 **Parcel # :** 101-10-030B - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4160 **Map # :** 10 **Parcel Size :** 0.04 acres

Owner Name and Address :

FRED T ASH AND SONS
C/O PHILIP K YOUNG
157 CERRO DR
DALY CITY CA 94015

Property Location :

No #

HAYDEN AZ 85135-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
9/19/1975	9/19/1975	386	337	SWD	$0.00	KENNECOTT COPPER CORPORATION	FRED T ASH & SONS
11/21/2014	11/21/2014	-	-	TRD	$0.00	FRED T ASH AND SONS	STATE OF ARIZONA

Legal Description :

PT NE SEC 23 T5S R15E; COMM NE COR SEC 23; TH S 69D59'39W 952.12' TO POB; TH N 40D26' W 8.86'; TH S 47D04'16W 179.29'; TH S 43D08'30E 9.47'; TH N 46D51'30E 180.28' POB; APPROX 0.04 AC M/L

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Residential Yard Improvements	Residential Yard Improvements	Average	1	1984

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	$622.00	Use Code:	0004
		Limited Value (LPV):	$622.00	Property Use:	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	Assessed FCV:	$100.00		
		Assessed LPV:	$100.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Fred T Ash And Sons
C/O Phillip K Young

and situated in Gila County, Arizona:
PARCEL # 101 10 030B ACCOUNT # R000415

Legal Description: See Exhibit "A"

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

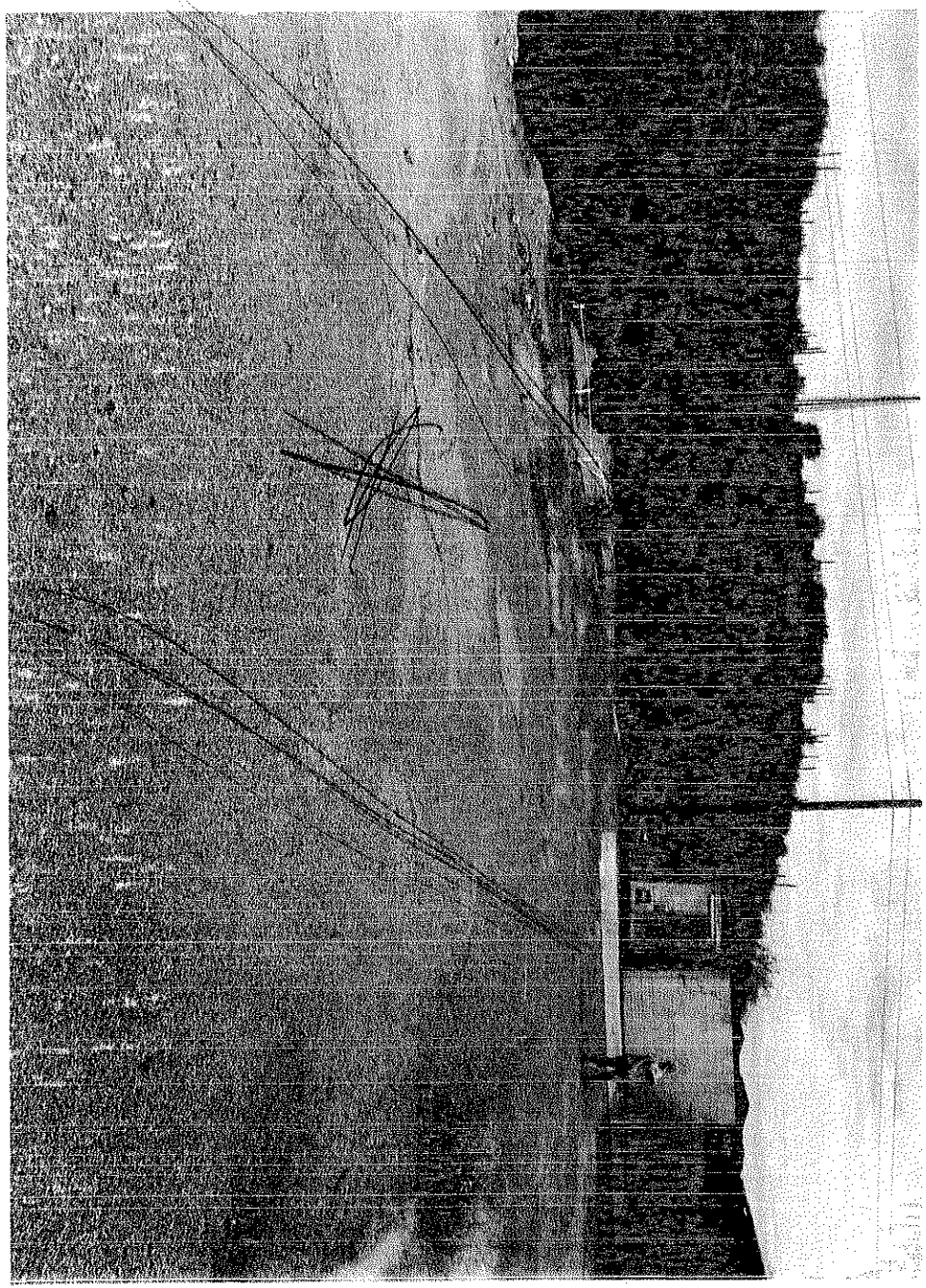
for taxes, interest and penalties and charges amounting to
$ **1,797.65**
as represented in Tax Sale Certificate No. **09-032018**

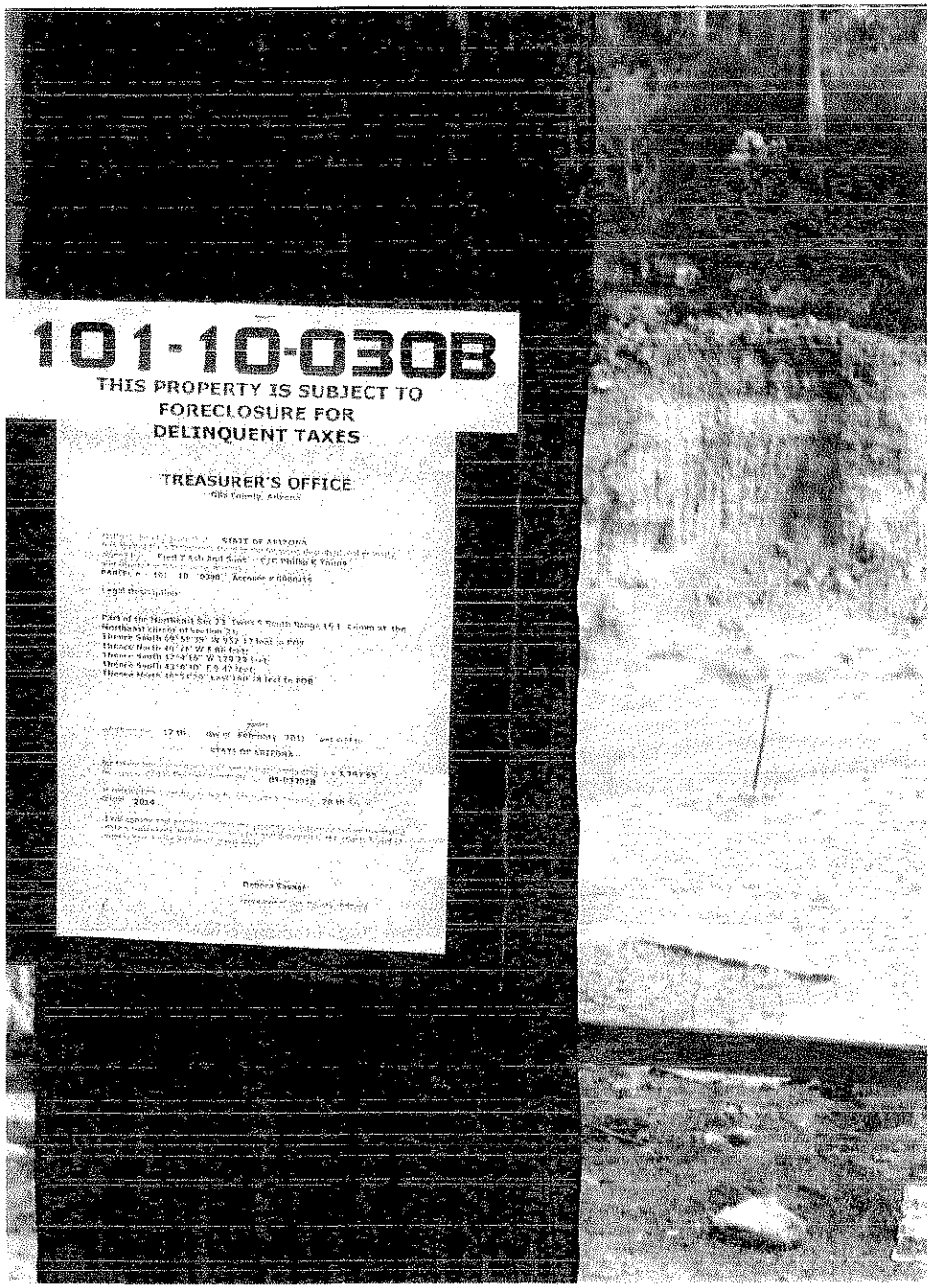
If redemption according to law be not made before the **28 th day of July, 2014 .**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$1,797.65
50.00 Clerks fee
$1,847.65

Debora Savage
Treasurer of Gila County, Arizona




101-10-030B
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
Gila County, Arizona
STATE OF ARIZONA

2014-010976 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 12 086** ACCOUNT NUMBER: **R000814**

DESCRIBED AS : **The South 61.5 feet of Lots 3 and 4, Block 13 in Winkelman Twns, Plat 36**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000704 **Parcel # :** 101-12-086 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4190 **Map # :** 12 **Parcel Size :** 0.07 acres

Owner Name and Address :

GARCIA MANUEL O
GARCIA VERA M
C/O GLORIA WADDELL
PO BOX 1122
WINKELMAN AZ 85192

Property Location :

No #
322 W FIRST ST
WINKELMAN AZ 85192-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
6/12/1963	6/12/1963	151	96	AGR	$4,000.00	GUZMAN FRANK F & BETTY	GARCIA MANUEL & VERA
11/21/2014	11/21/2014	-	-	TRD	$0.00	GARCIA MANUEL O, GARCIA VERA M	STATE OF ARIZONA

Legal Description :

WINKELMAN TWNS S 61.5: LOTS 3 4BLK 13 151/92 151/96

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Low	832	1953

Valuation:

Value Method:	Assr Ovrd	**Full Cash Value (FCV):**	$12,923.00	**Use Code:**	0111
		Limited Value (LPV):	$12,923.00	**Property Use:**	0111-SFR-010-1 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	**Assessed FCV:**	$1,292.00		
		Assessed LPV:	$1,292.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Garcia Manuel O & Garcia Vera m
C/O Gloria Waddell

and situated in Gila County, Arizona:
PARCEL # 101 12 086 ACCOUNT # R000814

Legal Description: The South 61.5 feet of Lots 3 and 4, Block 13 in Winkelman Twns, Plat 36

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

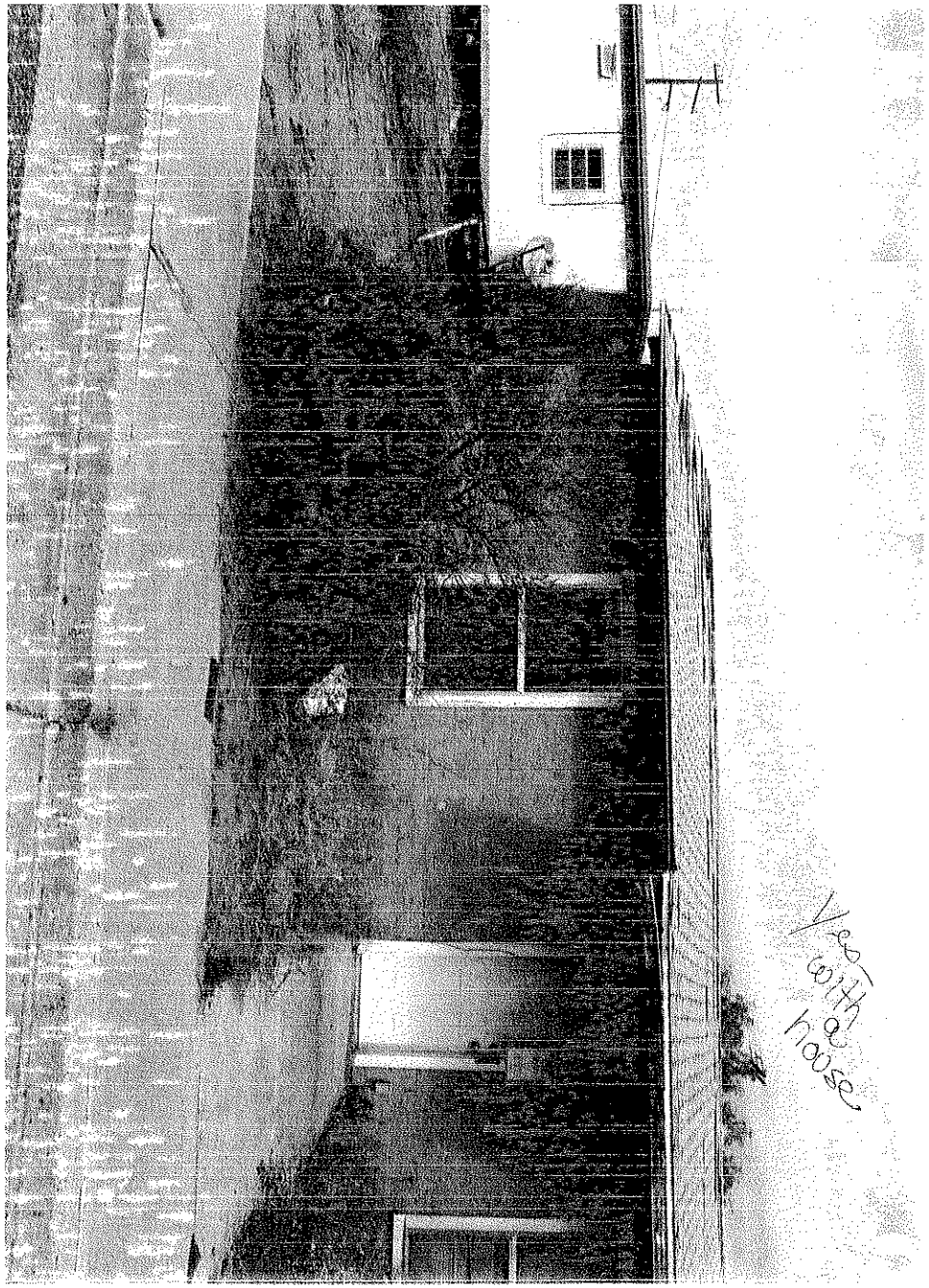
for taxes, interest and penalties and charges amounting to
$ **2,313.36**
as represented in Tax Sale Certificate No. **09-032021**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$2,313.36
50.00
$2,363.36

Debora Savage
Treasurer of Gila County, Arizona



101-12-086

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by: **Garza Manuel O & Garcia Vera M C/O Gisela Waddell** and situated in Gila County, Arizona:
PARCEL # 101 12 086 Account # R080814

Legal Description: The South 61.5 feet of Lots 3 and 4, Block 19 in Winkelman Town, Plat 35

which on the **17 th** day of **February 2011** was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **$ 2,311.30** as represented in Tax Sale Certificate No. **09-032021**

If redemption according to law be not made before the **28 th** day of **October 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2014-010977 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **101 12 109A** ACCOUNT NUMBER: **R000930**

DESCRIBED AS : **All of Lots 1 and 2, Block 15, Winkelman Twns according to Map # 36, record of Gila County, Arizona, Except the North 62.5 feet.**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1. 21. 2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000000732 **Parcel # :** 101-12-109A - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4190 **Map # :** 12 **Parcel Size :** 0.04 acres

Owner Name and Address :

MACHADO AGNES

PO BOX 183
WINKELMAN AZ 85192

Property Location :

No #

201 N THORNE AVE

WINKELMAN AZ 85192-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	MACHADO AGNES	STATE OF ARIZONA

Legal Description :

there is no longer a house

WINKELMAN TWNS LOT 1; LOT 2 LESS N 62.5' BLK 15

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	760	1964

Valuation:

Value Method:	Assr Ovrd	**Full Cash Value (FCV):**	$13,686.00	**Use Code:**	0121
		Limited Value (LPV):	$13,686.00	**Property Use:**	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	**Assessed FCV:**	$1,369.00		
		Assessed LPV:	$1,369.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Machado Agnes

and situated in Gila County, Arizona:
PARCEL # 101 12 109A ACCOUNT # R000930

Legal Description: All of Lots 1 and 2 Block 15, Winkelman Twns according to Map # 36 record of Gila County, Arizona, Except the North 62.5 feet.

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **6,459.50**
as represented in Tax Sale Certificate No. **09-032024**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 6,459.50
50.00 Clerks fee
$ 6,509.50

Debora Savage
Treasurer of Gila County, Arizona

101-12-109A
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

This lot
is
owned
by
Town of Windham
Maybe

2014-0109/8 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **201 06 040C** ACCOUNT NUMBER: **R003016**

DESCRIBED AS : **PT SE SEC 36 T6N R10E; COMM NE COR SE SEC 36;TH S 89-58 W 314.45' TO POB; TH N 03-01-38 W29.17'; TH N 00-11 W 18.13'; TH S 82-05-40 W 345.54';TH N 89-58 E 344.97' POB; APPROX 0.12 AC M/L**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000002405 **Parcel # :** 201-06-040C - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 3301 **Map # :** 06 **Parcel Size :** 0.12 acres

Owner Name and Address :

EWING GEORGE A & LINDA G
PO BOX 356
TONTO BASIN AZ 85553

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/17/1989	11/17/1989	784	619	JT	$227,232.00	HILL BRADLEY STEVEN & CATHY JO	EWING GEORGE A & LINDA G
11/21/2014	11/21/2014	-	-	TRD	$0.00	EWING GEORGE A & LINDA G	STATE OF ARIZONA

Legal Description :

PT SE SEC 36 T6N R10E; COMM NE COR SE SE SEC 36; TH S 00-11 E 657.26'; TH S 89-58 W 314.45' TO POB; TH N 03-01-38 W 29.17'; TH N 00-11 W 18.13'; TH S 82-05-40 W 345.54'; TH N 89-58 E 344.97' POB; APPROX 0.12 AC M/L

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$16,720.00	**Use Code:**	0004
		Limited Value (LPV):	$16,720.00	**Property Use:**	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	**Assessed FCV:**	$2,675.00		
		Assessed LPV:	$2,675.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Ewing George A & LINDA G

and situated in Gila County, Arizona:
PARCEL # 201 06 040C ACCOUNT # R003016

Legal Description: PT SE SEC 36 T6N R10E; COMM NE COR SE SE SEC 36;TH S 89-58 W 314.45' TO POB; TH N 03-01-38 W29.17'; TH N 00-11 W 18.13'; TH S 82-05-40 W 345.54';TH N 89-58 E 344.97' POB; APPROX 0.12 AC M/L

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

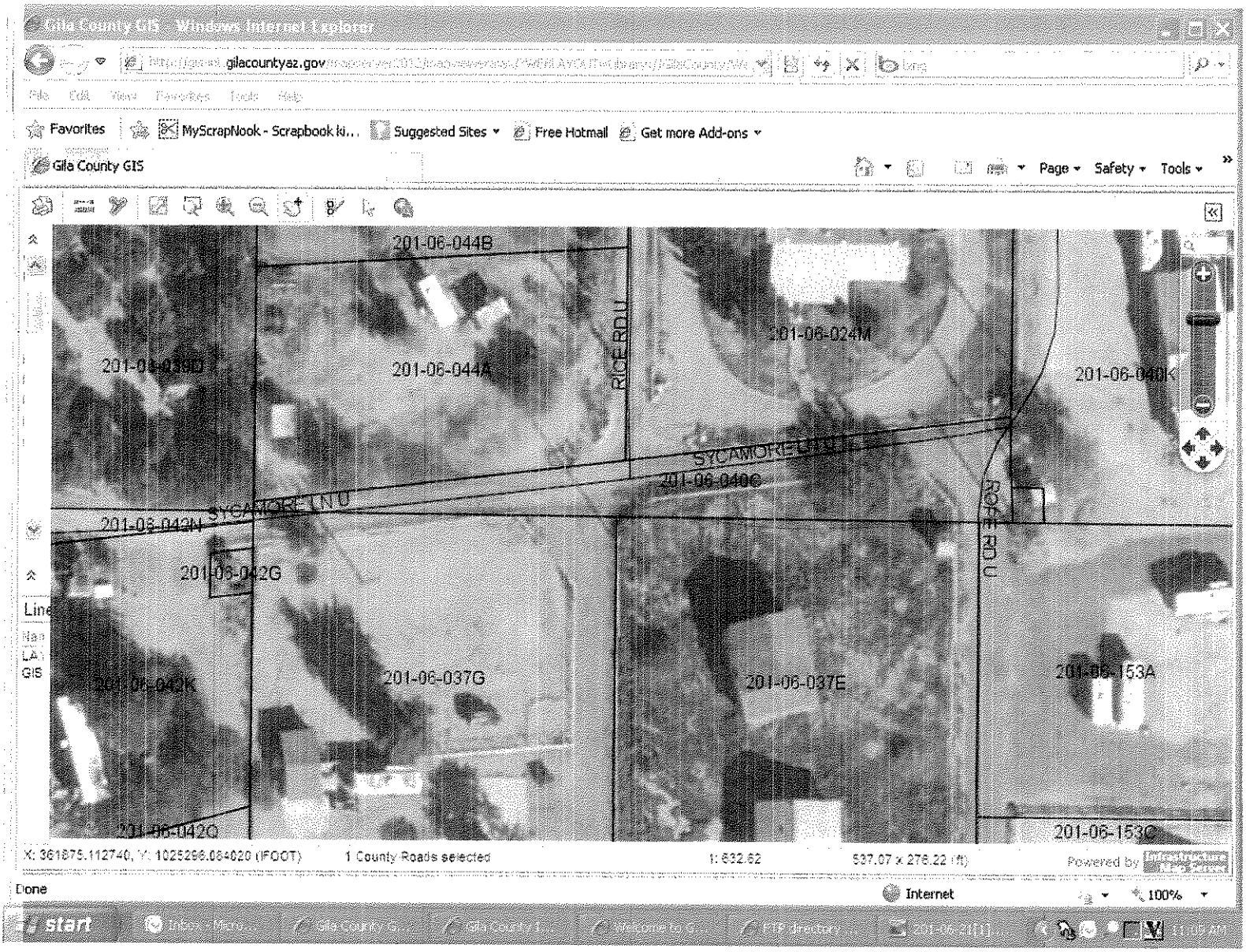
for taxes, interest and penalties and charges amounting to
$ **3,628.66**
as represented in Tax Sale Certificate No. **09-032055**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$3,628.66
50.00 Clerk's fee
$3,678.66

Debora Savage
Treasurer of Gila County, Arizona

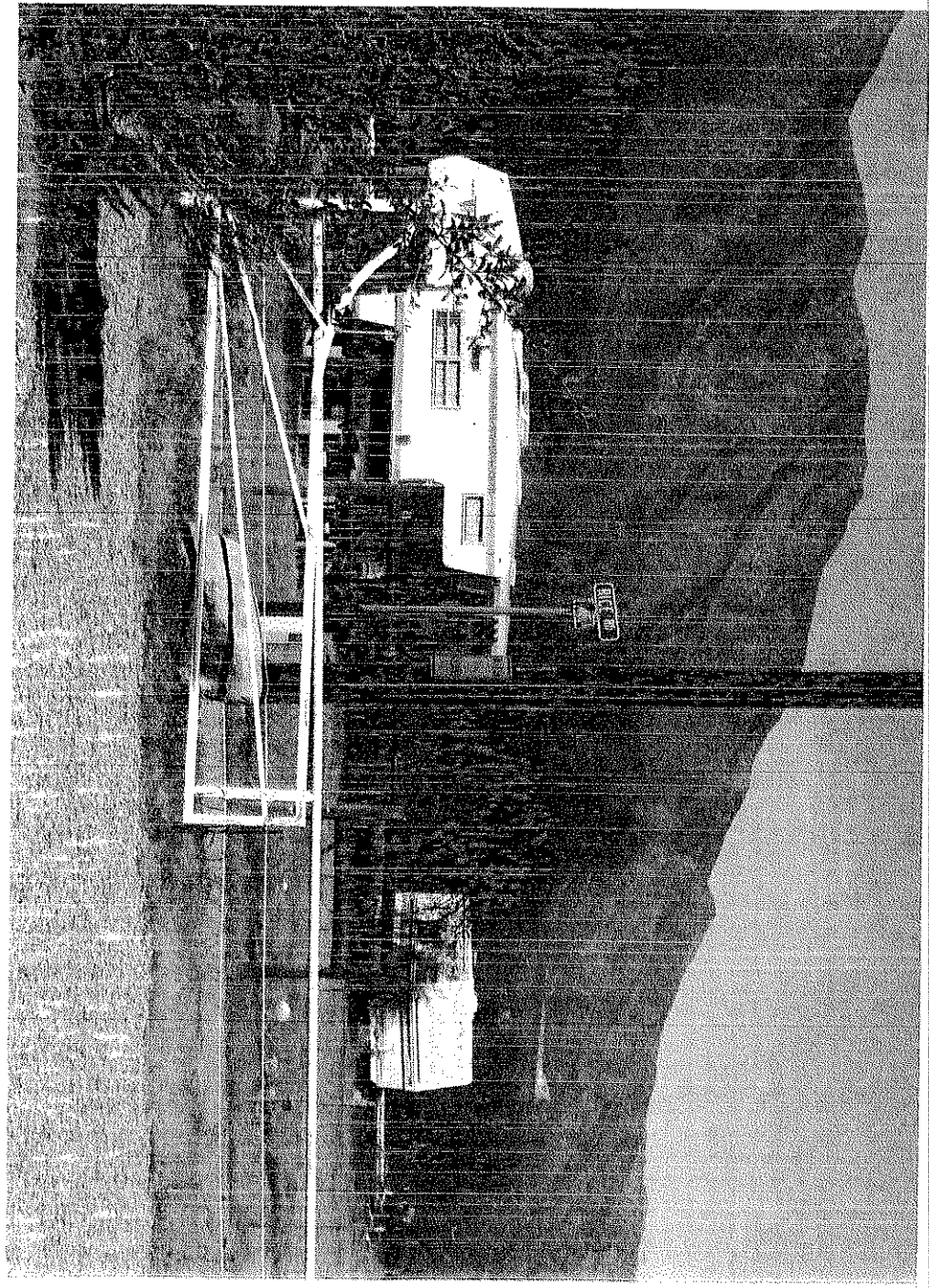


Before Sleepy Hollow Way

Sycamore Lane off HWY 188

201 06 040C

Way before Butcher Hook.



201 06

THIS PROPERTY
FORECL
DELINQUENT

TREASU

C ... Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to ... follow ... owned by: **Ewing George A & LINDA G** ... and situated in Gila County, Arizona:
PARCEL # 201 06 040C Account ... 03016

Legal Description: PT SE SEC 36 T6 ... 0E; COMM NE COR SE ... 36;TH S 89-58 W 314.45' TO POB; TH N 03-01-38 W29.17'; TH N 00-11 W 18.13'; TH S 82-05-40 W 345.54';TH N 89-58 E 344.97' POB; APPROX 0.12 AC M/L

which on the **17 th** day of **February 2011**, was sold to

STATE OF ARIZONA

... interest and penalties and charges amounting to $ **3,628.66** as represented in Tax Sale Certificate No. **09-032055**

If redemption according to law be not made before the **28 th** day of **July , 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

2014-010979 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **201 08 011V** ACCOUNT NUMBER: **R002396**

DESCRIBED AS : **Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East.**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000002784 **Parcel # :** 201-08-011V - **Appraisal Year :** 2014

Acct Type : Limited Use **Tax District :** 3301 **Map # :** 08 **Parcel Size :** 1.23 acres

Owner Name and Address :

FUNSTON LINDA M TRUSTEE
FUNSTON FRED & LINDA TRUST
629 N FRANKWOOD AVE
SANGER CA 93657

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
4/1/1994	5/2/1994	-	-	JT	$98,700.00	HIBBS ROBERT E	FUNSTON LINDA
11/21/2014	11/21/2014	-	-	TRD	$0.00	FUNSTON LINDA M TRUSTEE, FUNSTON FRED & LINDA TRUST	STATE OF ARIZONA

Legal Description :

PARCEL B ROS 750, EXCEPT PARCELS B-1,B-2,B-3,B-4,& B-5 ROS 1243 SEC23 T06N R10E;=1.23AC (OUT OF 201-08-011G)

Building Count :
No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$429.00	**Use Code:**	8800
		Limited Value (LPV):	$429.00	**Property Use:**	8800-LTD USE WELL/TWR/PRV RD
Assessment Ratio:	16.00 %	**Assessed FCV:**	$69.00		
		Assessed LPV:	$69.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Funston Linda M Trustee
Funston Fred & Linda Trust

and situated in Gila County, Arizona:
PARCEL # 201 08 011V ACCOUNT # R002396

Legal Description: Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East.

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

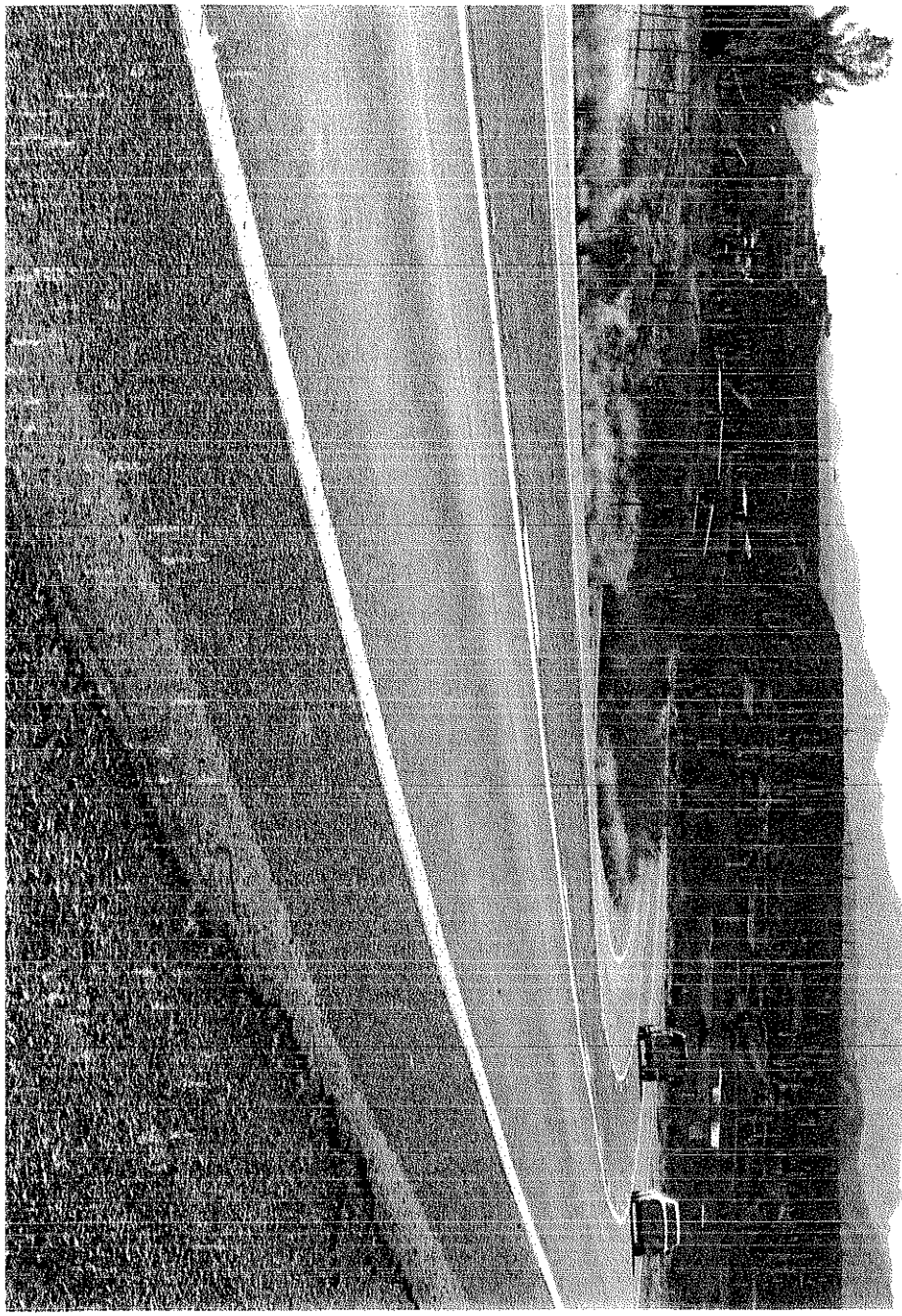
for taxes, interest and penalties and charges amounting to
$ **483.97**
as represented in Tax Sale Certificate No. **09-032059**

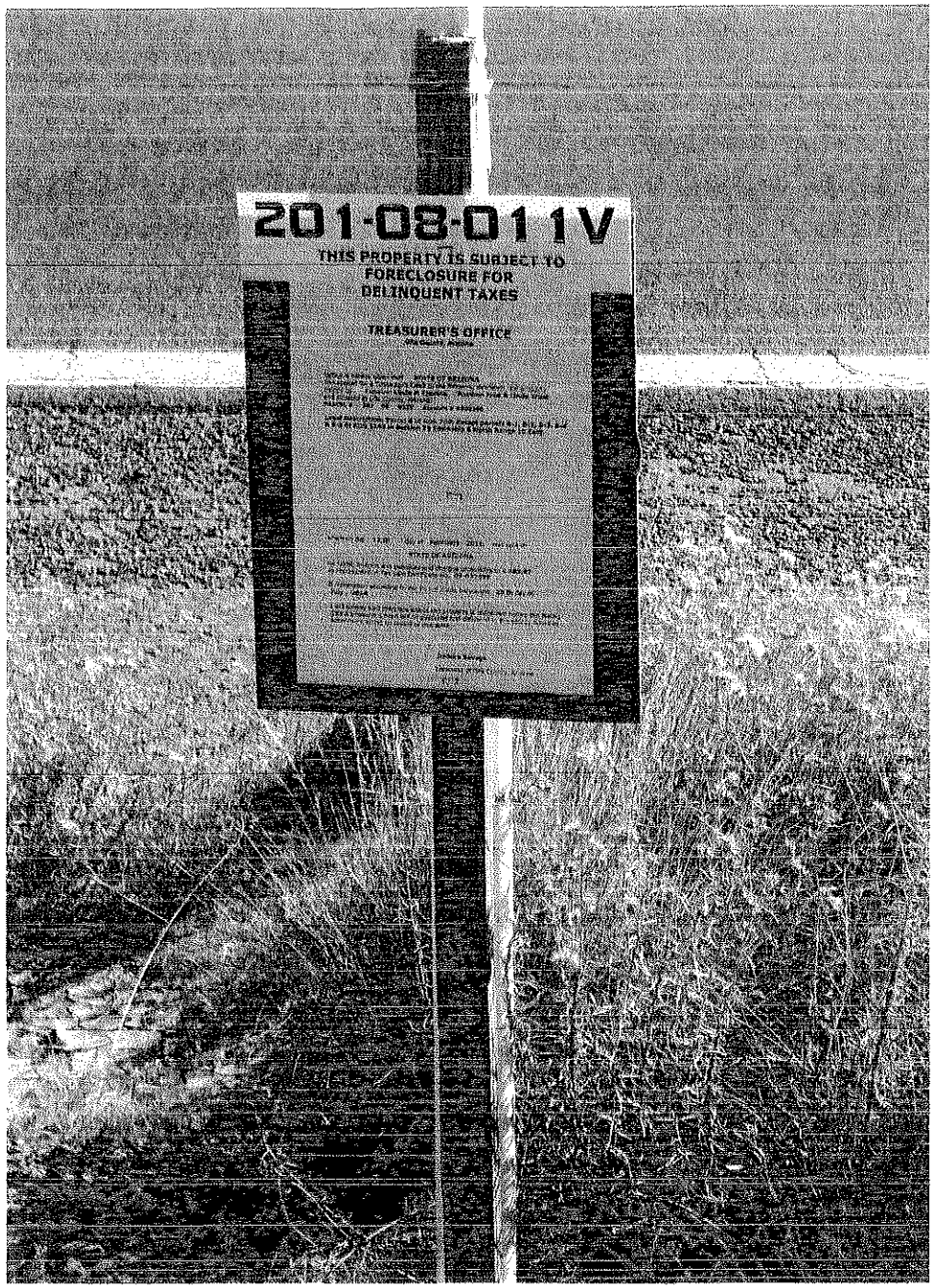
If redemption according to law be not made before the **28 th day of July, 2014** .

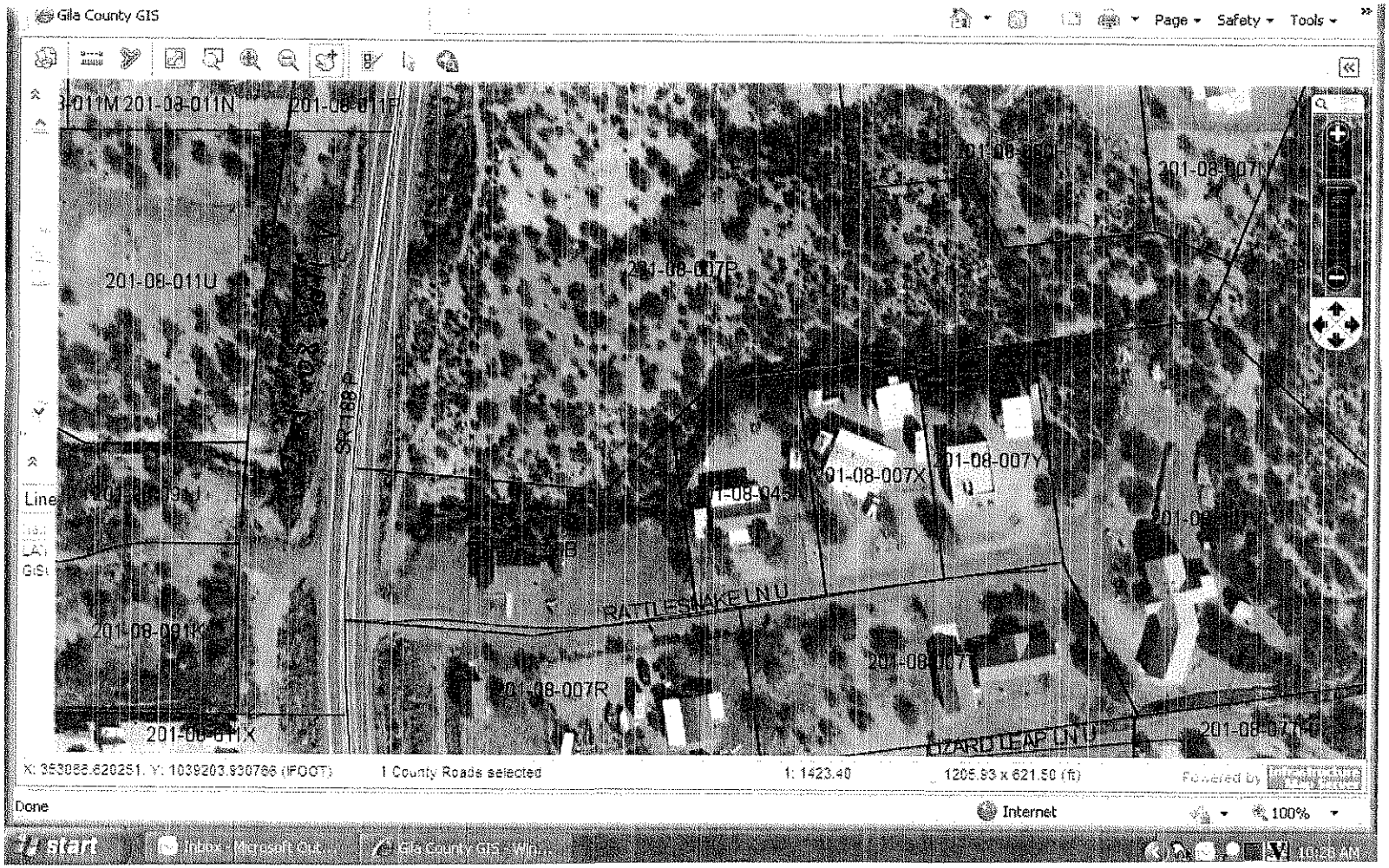
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 483.97
50.00 Clerk's fee
$533.97

Debora Savage
Treasurer of Gila County, Arizona




201-08-011V
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE


Gila County GIS
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Safety
Tools
201-08-011N
201-08-011F
201-08-011U
201-08-007P
201-08-007N
201-08-007X
201-08-007Y
201-08-091K
201-08-007R
201-08-011X
RATTLESNAKE LN U
LIZARD LEAP LN U
X: 353086.620251, Y: 1039203.930766 (FOOT)
1 County Roads selected
1: 1423.40
1205.93 x 621.50 (ft)
Done
Internet
100%
start

2015-000040 TD Page: 1 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az; Sadie Jo Bingham, Recorder

When recorded:
Please hand deliver to : **Gila County Treasurer's Office**

This space reserved for recording information

CAPTION HEADING : Correct Legal Description of Treasurer's Deed

Recording Number #2014-010980

201-08-026 K Acct # R002687

DO NOT REMOVE

This is part of the official document.

2014-010980 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **201 08 026K** ACCOUNT NUMBER: **R002687**

DESCRIBED AS : **Parcel B of ROS 750, ~~Except parcels B-1, B-2, B-3, B-4~~ & B-5 of ROS 1243 in Section 23 Township ~~6~~ North Range 10 East.**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2015-000040 TD Page: 2 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Corrected Legal Description should read as follows:

Parcel 201-08-026 K Acct # R002687

BEG NE COR PARCEL 1-B ROS 2857,TH N85D56'16 E 109.86',TH S28D31'14 E 200.16',TH S66D35'17 W 100.40',TH N28D31'14 W 203.58' TO POB SEC23 T6N R10E;=0.46AC (OUT OF 201-08-026E)

2015-000040 TD Page: 3 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Gila County Property Report

Thursday, December 18, 2014

Account # : R000002864 **Parcel # :** 201-08-026K - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 3301 **Map # :** 08 **Parcel Size :** 0.46 acres

Owner Name and Address :

EWING GEORGE A & LINDA G

PO BOX 146
TONTO BASIN AZ 85553

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/3/2004	11/3/2004	-	-	WD	$0.00	EWING GEORGE ALLEN & EWING BILL JACK & HOLT ROXIE LYNN TRUSTEES	EWING GEORGE ALLEN & LINDA G
11/21/2014	11/21/2014	-	-	TRD	$0.00	EWING GEORGE A & LINDA G	STATE OF ARIZONA

Legal Description :

BEG NE COR PARCEL 1-B ROS 2857,TH N85D56'16 E 109.86',TH S28D31'14 E 200.16',TH S66D35'17 W 100.40',TH N28D31'14 W 203.58' TO POB SEC23 T6N R10E;=0.46AC (OUT OF 201-08-026E)

Building Count :

No Records Returned

Valuation:

Value Method:	Market	Full Cash Value (FCV):	$160.00	Use Code:	0004
		Limited Value (LPV):	$160.00	Property Use:	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	Assessed FCV:	$26.00		
		Assessed LPV:	$26.00		

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1/5 Martha gave me a corrected legal.

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Ewing George A & Linda G

and situated in Gila County, Arizona:
PARCEL # 201 08 026K ACCOUNT # R002687

Legal Description: Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East.

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

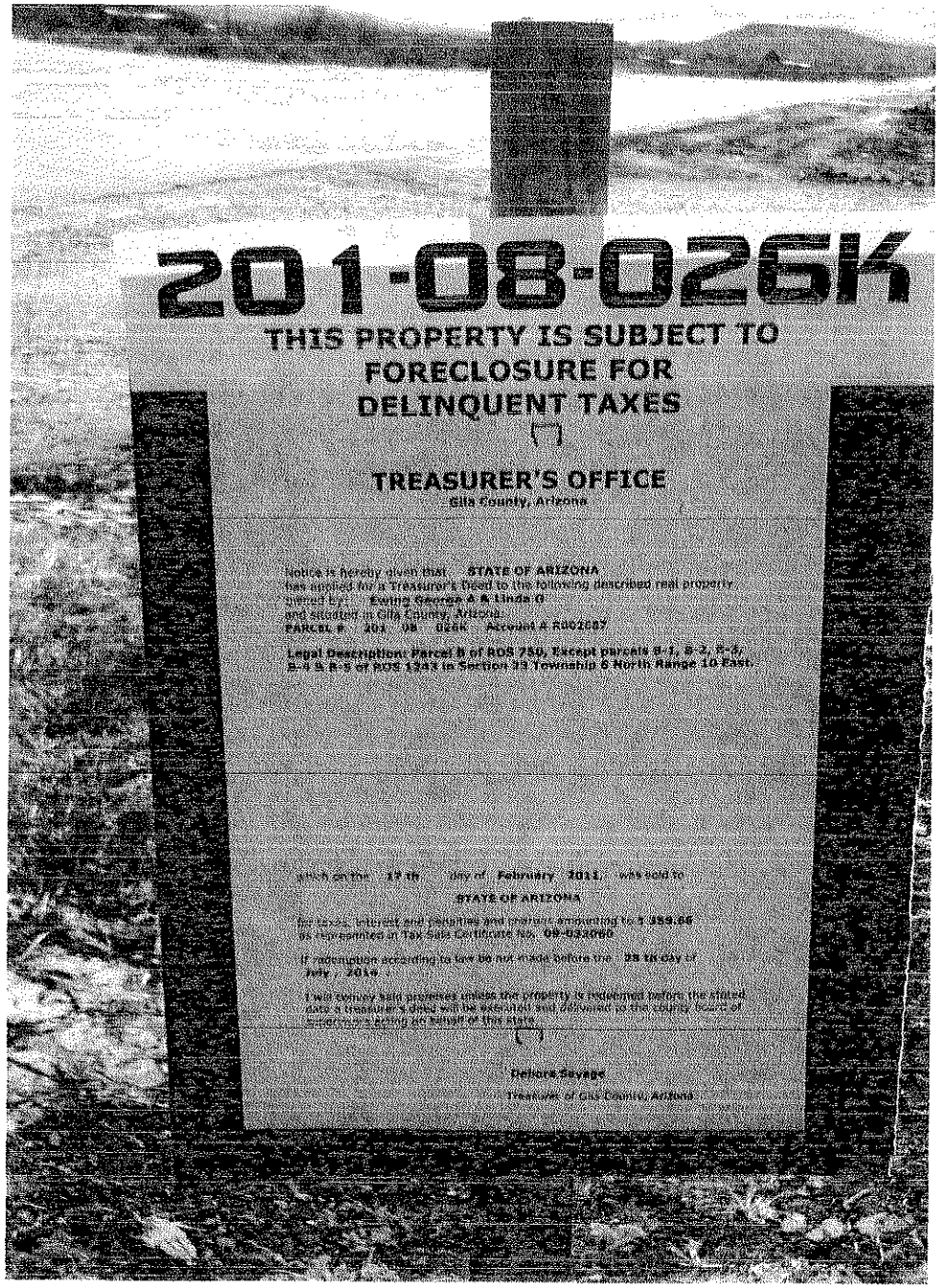
for taxes, interest and penalties and charges amounting to
$ **358.66**
as represented in Tax Sale Certificate No. **09-032060**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$358.66
50.00 Clerks fee
$408.66

Debora Savage
Treasurer of Gila County, Arizona



201-08-026K

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by: **Ewing George A & Linda G** and situated in Gila County, Arizona.

PARCEL # 201 08 026K Account # R0020687

Legal Description: Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1343 in Section 33 Township 6 North Range 10 East.

which on the **19 th** day of **February 2011**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **$ 359.86** as represented in Tax Sale Certificate No. **08-021060**

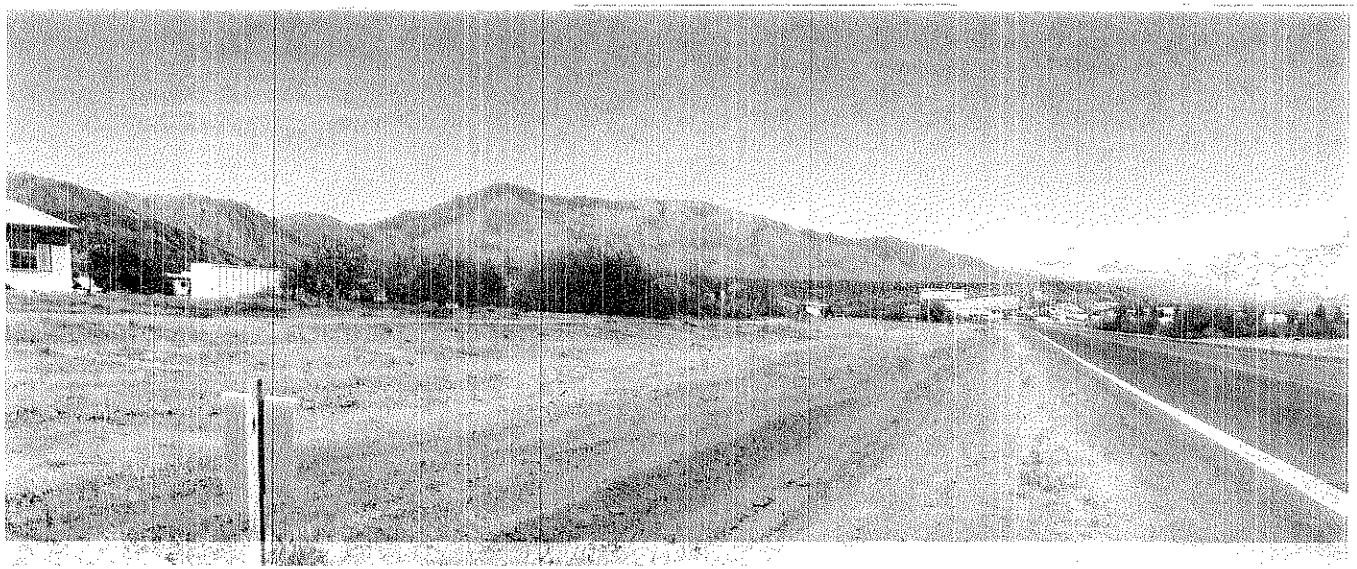
If redemption according to law be not made before the **29 th** day of **July 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona

Gila County GIS
Page
Safety
Tools
201-08-079B
201-08-079J
CRAPPIE LN U
201-08-021K
201-08-021G
201-08-021Y
201-08-025C
201-08-010Z
BETHEL LN U
DRYER DR P
201-08-010J
201-08-016A
SR 188 P
201-08-017B
201-08-026L
201-08-010B
QUAIL TR
201-08-041D
201-08-041C
201-08-017A
201-08-047B
X: 353955.237467, Y: 1036905.740072 (IFOOT)
1 County Roads selected
1: 1423.40
1205.93 x 621.50 (ft)
Done
Internet
100%
start
Inbox - Microsoft Out...
Gila County GIS - Win...
10:26 AM



2015-000041 TD Page: 1 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az; Sadie Jo Bingham, Recorder

When recorded:
Please hand deliver to : **Gila County Treasurer's Office**

This space reserved for recording information

CAPTION HEADING : Correct Legal Description of Treasurer's Deed

Recording Number #2014-010981

201-08-041 D Acct # R002823

DO NOT REMOVE

This is part of the official document.

2014-010981 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **201 08 041D** ACCOUNT NUMBER: **R002823**

DESCRIBED AS : **Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East.**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2015-000041 TD Page: 2 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Corrected Legal Description should read as follows:

Parcel 201-08-041 D Acct # R002823

PORTION OF SECTION 23 T6N R10E; COMM AT THE W 1/4 COR SECTION 23; TH S0-34-56E 1315.71'; TH S0-31-21E 120.50'; TH S89-48-58E 1839.14' TO POB; TH N28-31-14W 412.42'; TH N66-35-17E 100.39'; TH S28-31-14E 458.24'; TH N89-48-58W 114.01' TO POB; = 1ACRE M/L (OUT OF 201-08-006G7).

2015-000041 TD Page: 3 of 3
01/05/2015 11:20:41 AM Receipt #: 15-0032
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Gila County Property Report

Thursday, December 18, 2014

Account # : R000002901 **Parcel # :** 201-08-041D - **Appraisal Year :** 2014

Acct Type : Limited Use **Tax District :** 3301 **Map # :** 08 **Parcel Size :** 1.00 acres

Owner Name and Address :

EWING GEORGE A & LINDA G (1/2 INT)
JH ENTERPRISES (1/2 INT)
PO BOX 336
TONTO BASIN AZ 85553

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
2/1/1996	2/23/1996	-	-	WD	$60,000.00	BYRNE GARY D & MARY M	EWING GEORGE A & LINDA G & HOLT JOY LYNN
7/18/1997	7/18/1997	-	-	QC	$0.00	HOLT JOY LYNN	J H ENTERPRISES LLC
11/21/2014	11/21/2014	-	-	TRD	$0.00	EWING GEORGE A & LINDA G (1/2 INT), JH ENTERPRISES (1/2 INT)	STATE OF ARIZONA

Legal Description :

PORTION OF SECTION 23 T6N R10E; COMM AT THE W 1/4 COR SECTION 23; TH S0-34-56E 1315.71'; TH S0-31-21E 120.50'; TH S89-48-58E 1839.14' TO POB; TH N28-31-14W 412.42'; TH N66-35-17E 100.39'; TH S28-31-14E 458.24'; TH N89-48-58W 114.01' TO POB; = 1ACRE M/L (OUT OF 201-08-006G7).

Building Count :

No Records Returned

Valuation:

Value Method:	Market	Full Cash Value (FCV):	$349.00	Use Code:	8800
		Limited Value (LPV):	$349.00	Property Use:	8800-LTD USE WELL/TWR/PRV RD
Assessment Ratio:	16.00 %	Assessed FCV:	$56.00		
		Assessed LPV:	$56.00		

Disclaimer:

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Martha corrected the legal & gave me a new legal

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Ewing George A & Linda G (1/2 Interest)
JH Enterprises (1/2 Interest)

and situated in Gila County, Arizona:
PARCEL # 201 08 041D ACCOUNT # R002823

Legal Description: Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East.

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **1,168.58**
as represented in Tax Sale Certificate No. **09-032061**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$1,168.58
50.00 clerk's fee
$1,218.58

Debora Savage
Treasurer of Gila County, Arizona

201-08-041D

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a treasurer's deed to the following described real property
owned by: **Ewing George A & Linda G (1/2 Interest)**
JH Enterprises (1/2 Interest)
and situated in Gila County, Arizona:
PARCEL # 201 08 041D Account # R002833

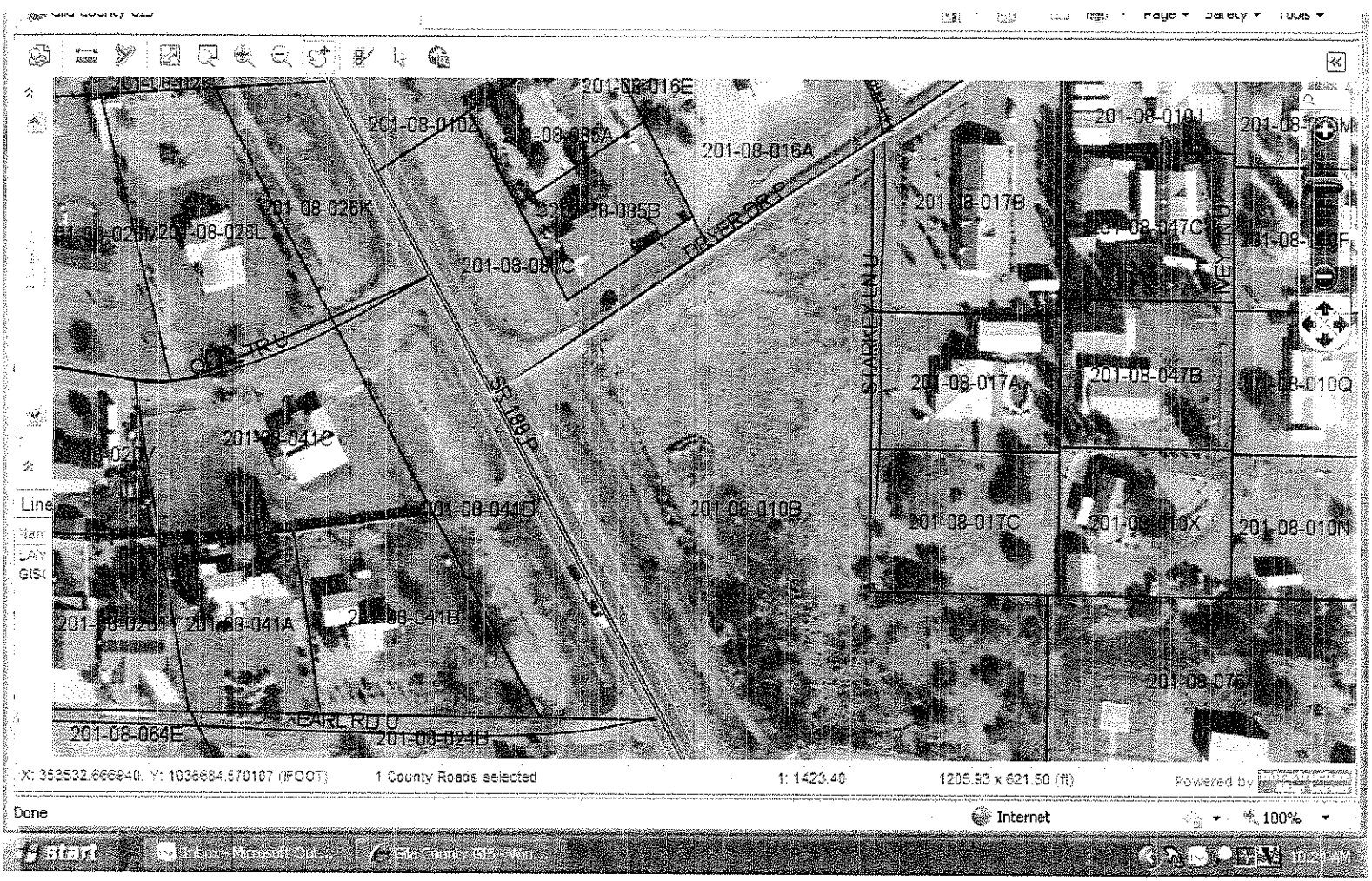
Legal Description: Parcel B of ROS 750, Except parcels B-1, B-2, B-3, B-4 & B-5 of ROS 1243 in Section 23 Township 6 North Range 10 East

which on the **17 th** day of **February 2011** was sold to
STATE OF ARIZONA
for taxes, interest and penalties and charges amounting to $ **1,168.58**
as represented in Tax Sale Certificate No. **09-032061**

If redemption according to law be not made before the **28 th** day of **July 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

DEBBIE Savage
Treasurer of Gila County, Arizona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201-08-016A
201-08-026K
201-08-026L
201-08-085B
201-08-081C
DRYER DR P
STARKEY LN U
201-08-017B
201-08-010J
201-08-047C
201-08-017A
201-08-047B
201-08-010Q
201-08-041C
201-08-041D
201-08-010B
201-08-017C
201-08-010X
201-08-010N
201-08-041A
201-08-041B
201-08-076
EARL RD U
201-08-064E
201-08-024B
X: 352532.666840, Y: 1036684.570107 (IFOOT)
1 County Roads selected
1: 1423.40
1205.93 x 621.50 (ft)
Powered by
Done
Internet
100%
start

Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **205 04 003X** ACCOUNT NUMBER: **R005708**

DESCRIBED AS : **Comm Cor 2 Orient 3 Lode Claim; Th s 55 degrees 3minutes W 190.17' to POB; Th Continuing South 55 degrees 3 minutes W 109.19'; TH South 57Degrees 25 minutes 50 seconds E 32.88'; th Curv Right 83.64'; Th North 44 Degrees 37 Minutes E 18.15' to POB**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

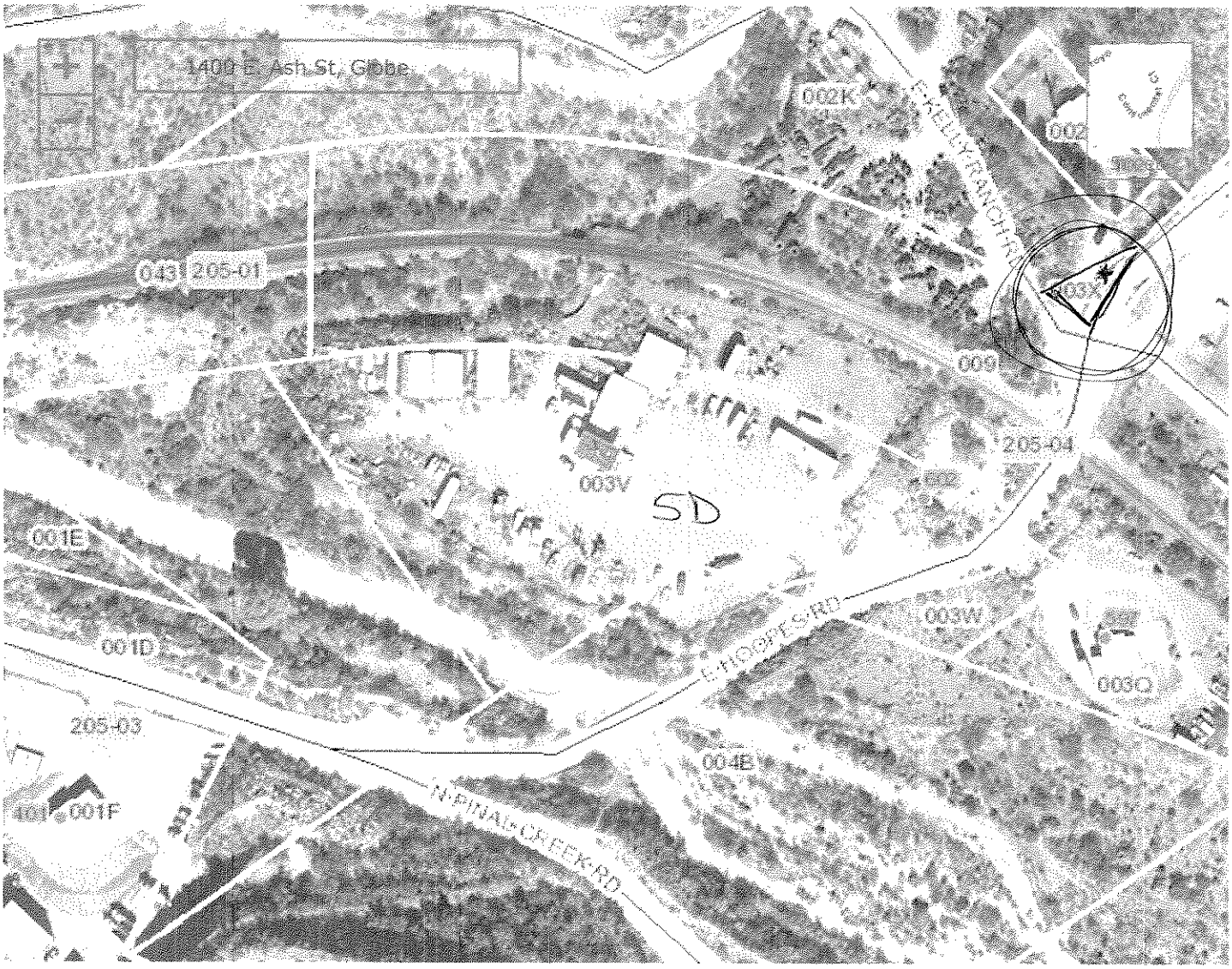
Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018



205-04-003X

Out on N. Bixby Road

Gila County Property Report

Thursday, December 18, 2014

Account # : R000005359 **Parcel # :** 205-04-003X - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0180 **Map # :** 04 **Parcel Size :** 0.03 acres

Owner Name and Address :

BREWER LONNY M & MELISSA A

PO BOX 1893
CLAYPOOL AZ 85532

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	BREWER LONNY M & MELISSA A	STATE OF ARIZONA

Legal Description :

COMM COR 2 ORIENT 3 LODE CLAIM, TH S55D03'W 190.17' TO POB, TH CONTINUING S55D03'W 109.19'; TH S57D25'50 E 32.88', TH CURV RIGHT RAD=277.78'; LENGTH=83.64' CHORD N35D59'41 E 83.33', TH N44D37' 15 E 18.15' TO POB SEC 10 T01N R15E; =0.03AC (OUT OF 205-04-003E)

Building Count :

No Records Returned

Valuation:

Value Method:	Market	Full Cash Value (FCV):	$500.00	Use Code:	0004
		Limited Value (LPV):	$500.00	Property Use:	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	Assessed FCV:	$80.00		
		Assessed LPV:	$80.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Brewer Lonny M & Melissa A

and situated in Gila County, Arizona:
PARCEL # 205 04 003X ACCOUNT # R005708

Legal Description: Comm Cor 2 Orient 3 Lode Claim, Th s 55 degrees 3minutes W 190.17' to POB, Th Continuing Ssouth 55 degrees 3 minutes W 109.19'; TH South 57Degrees 25 minutes 50 seconds E 32.88' th Curv Right 83.64', Th North 44 Degrees 37 Minutes E 18.15' to POB

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

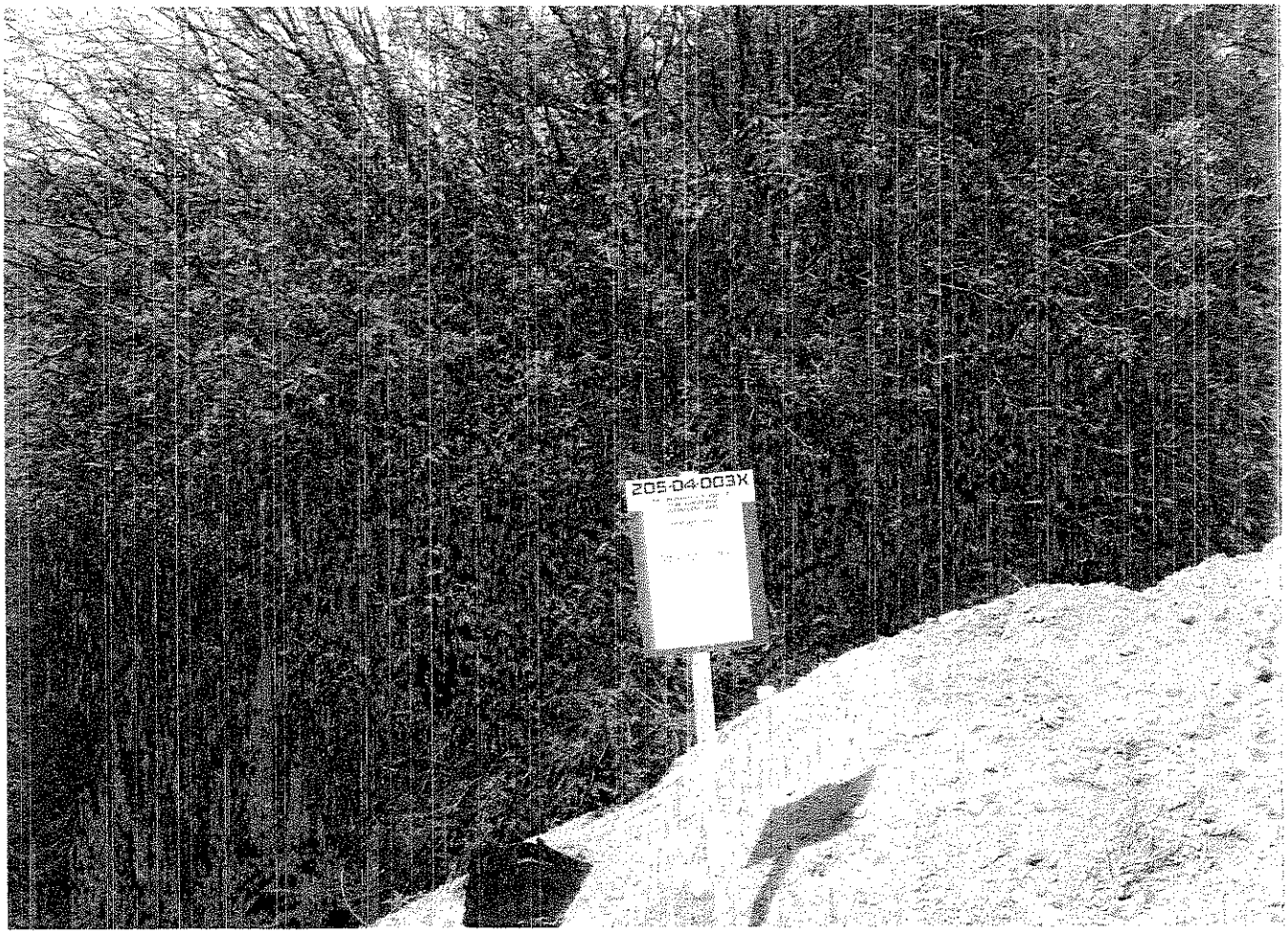
for taxes, interest and penalties and charges amounting to
$ **465.41**
as represented in Tax Sale Certificate No. **09-032115**

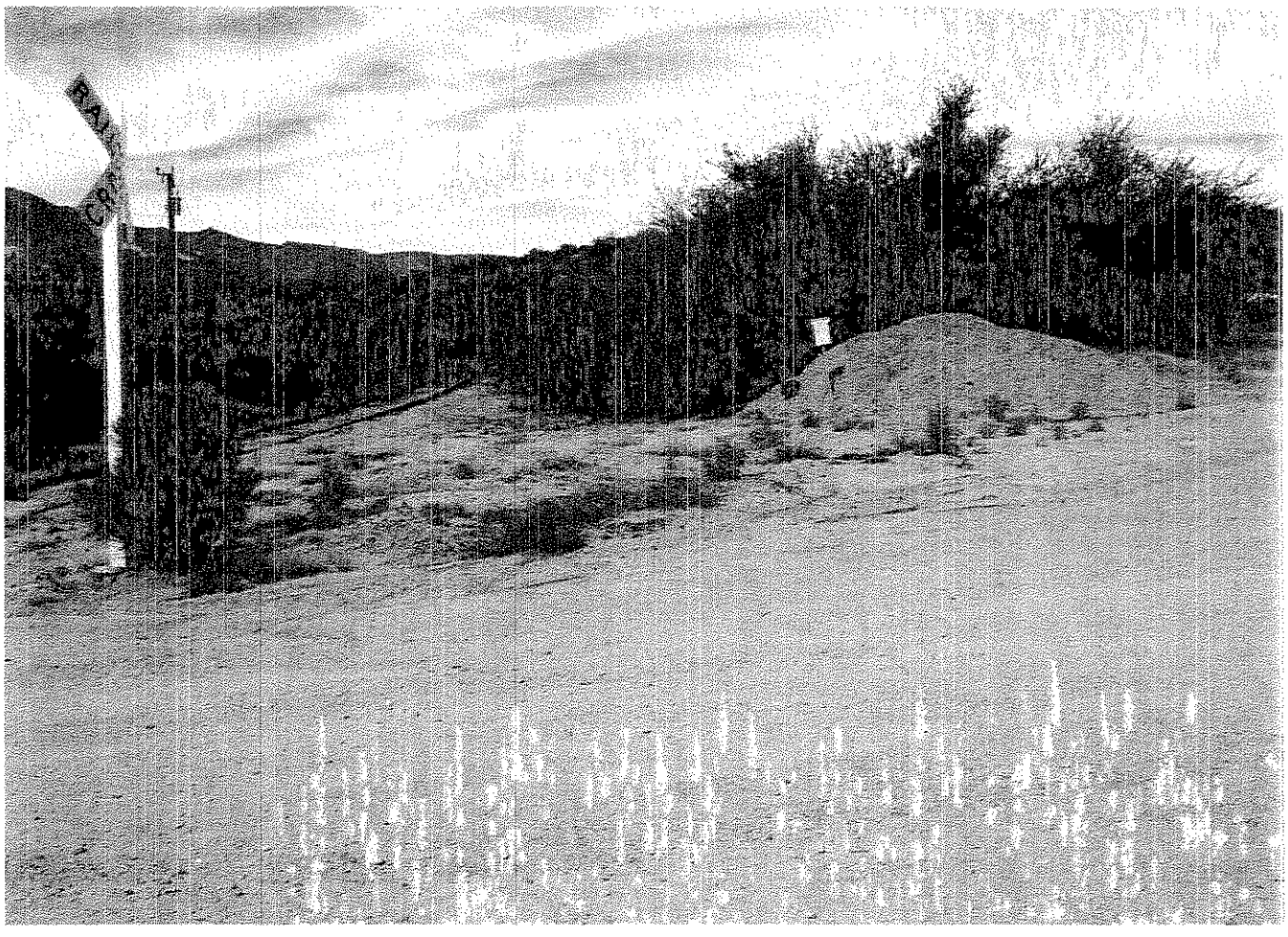
If redemption according to law be not made before the **28 th day of July, 2014** .

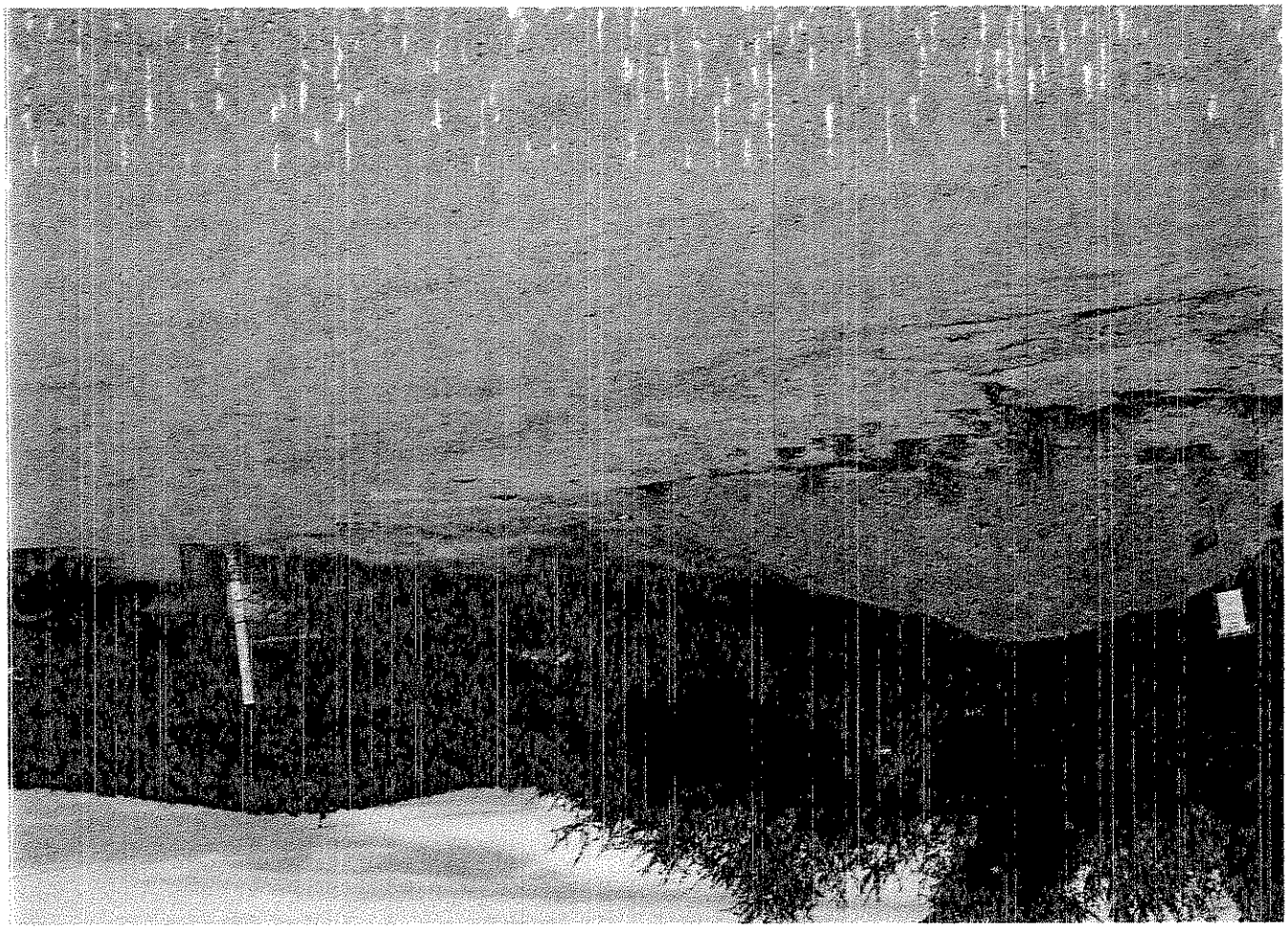
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

$465.41
50.00 Clerk's fee
$515.41


205-04-003X


RAIL
ROAD



Gila County GIS
Page
Safety
Tools
205-04-003X
205-04-003K
205-04-003L
205-04-009
HOOFES RD U
RADIUM DR U
205-04-003V
205-04-003H
X: 500095.469199, Y: 891694.840457 (IFOOT)
1 County Roads selected
1: 948.93
813.64 x 436.87 (ft)
Powered by
Done
Internet
100%

2014-010983 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **205 18 026** ACCOUNT NUMBER: **R005806**

DESCRIBED AS : **Lot 16, of El Mirador, according to the Plat of record in the office of the County Recorder of Gila County,Arizona, recorded in Map 390**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1.21.2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000005892 **Parcel # :** 205-18-026 - **Appraisal Year :** 2014

Acct Type : MH Affixed **Tax District :** 0150 **Map # :** 18 **Parcel Size :** 0.27 acres

Owner Name and Address :

MORRISON HUGH
PO BOX 588
CORTARO AZ 85652

Property Location :

733 E SENITA DR No #

GLOBE AZ 85501 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
6/2/1997	6/2/1997	-	707387	JT	$37,500.00	-	-
8/16/2007	8/16/2007	-	13797	WD	$69,000.00	EDWARD A ZARAGOZA	HUGH MORRISON
11/21/2014	11/21/2014	-	-	TRD	$0.00	MORRISON HUGH	STATE OF ARIZONA

Legal Description :

EL MIRADOR SUB LOT 16 289/54 A/A 1972 12X63 VINDALE MH VIN A736 FEE 97-707518

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Affixed Mobile Home	Single Wide	Average	756	1972
2.00	Mobile Home Yard Improvements	Mobile Home Yard Improvements	Average	1	1976

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	$17,782.00	Use Code:	0829
		Limited Value (LPV):	$17,782.00	Property Use:	0829-MH SUB LOT W/AFFX MH
Assessment Ratio:	10.00 %	Assessed FCV:	$1,778.00		
		Assessed LPV:	$1,778.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Zaragoza Edward A
Hugh Morrison

and situated in Gila County, Arizona:
PARCEL # 205 18 026 ACCOUNT # R005806

Legal Description: Lot 16, of El Mirador, according to the Plat of record in the office of the County Recorder of Gila County,Arizona, recorded in Map 390

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

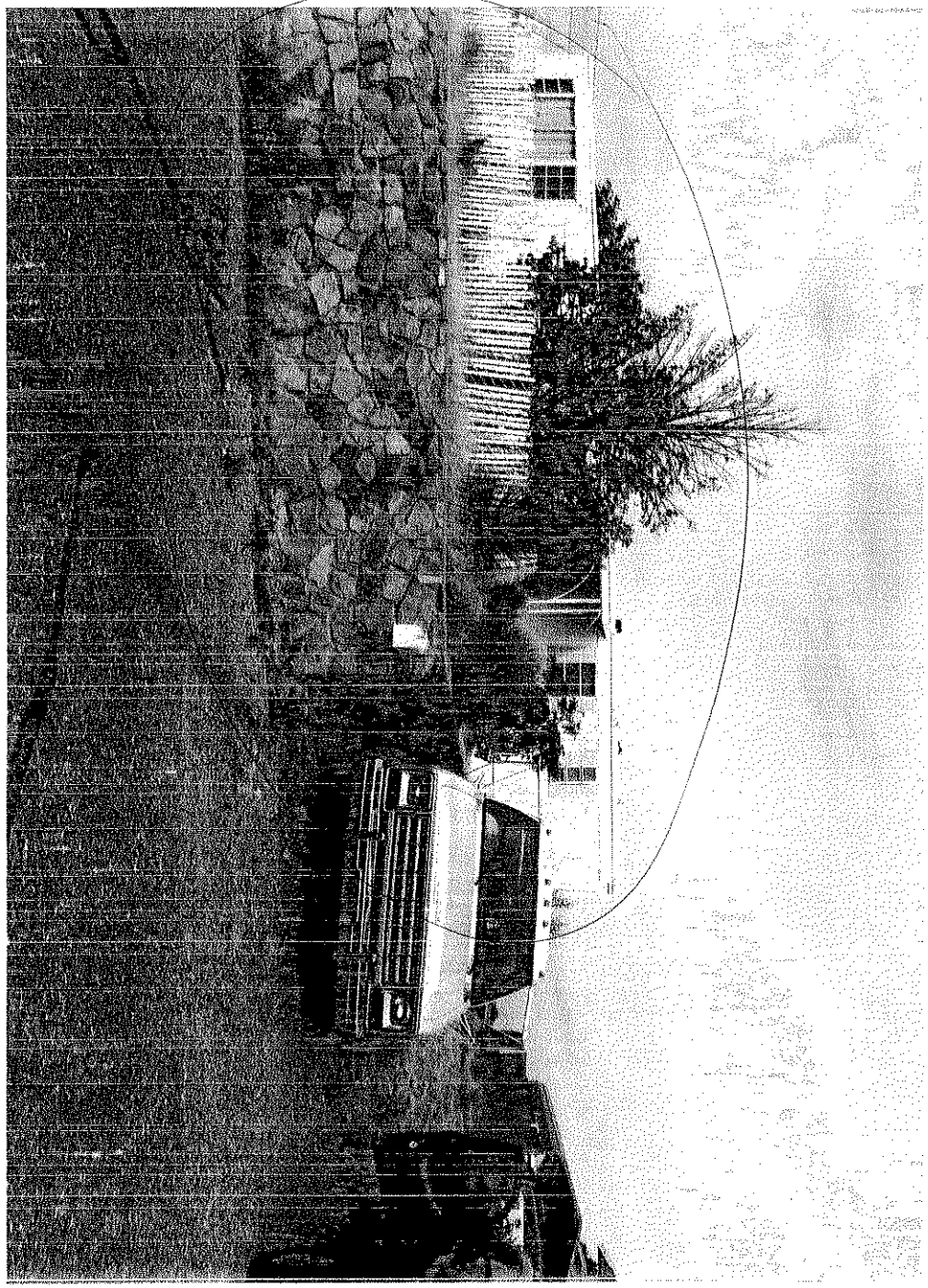
for taxes, interest and penalties and charges amounting to
$ 2,668.20
as represented in Tax Sale Certificate No. **09-032129**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

$ 2,668.20
50.00 clerk's fee
$ 2,718.20



205-18-026

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Zaragoza Edward A Hugh Morrison**
and situated in Gila County, Arizona:
PARCEL # 205 18 026 Account # R005806

Legal Description: Lot 16, of El Mirador, according to the Plat of record in the office of the County Recorder of Gila County,Arizona, recorded in Map 390

which on the **17 th** day of **February 2011,** was sold to

STATE OF ARIZONA

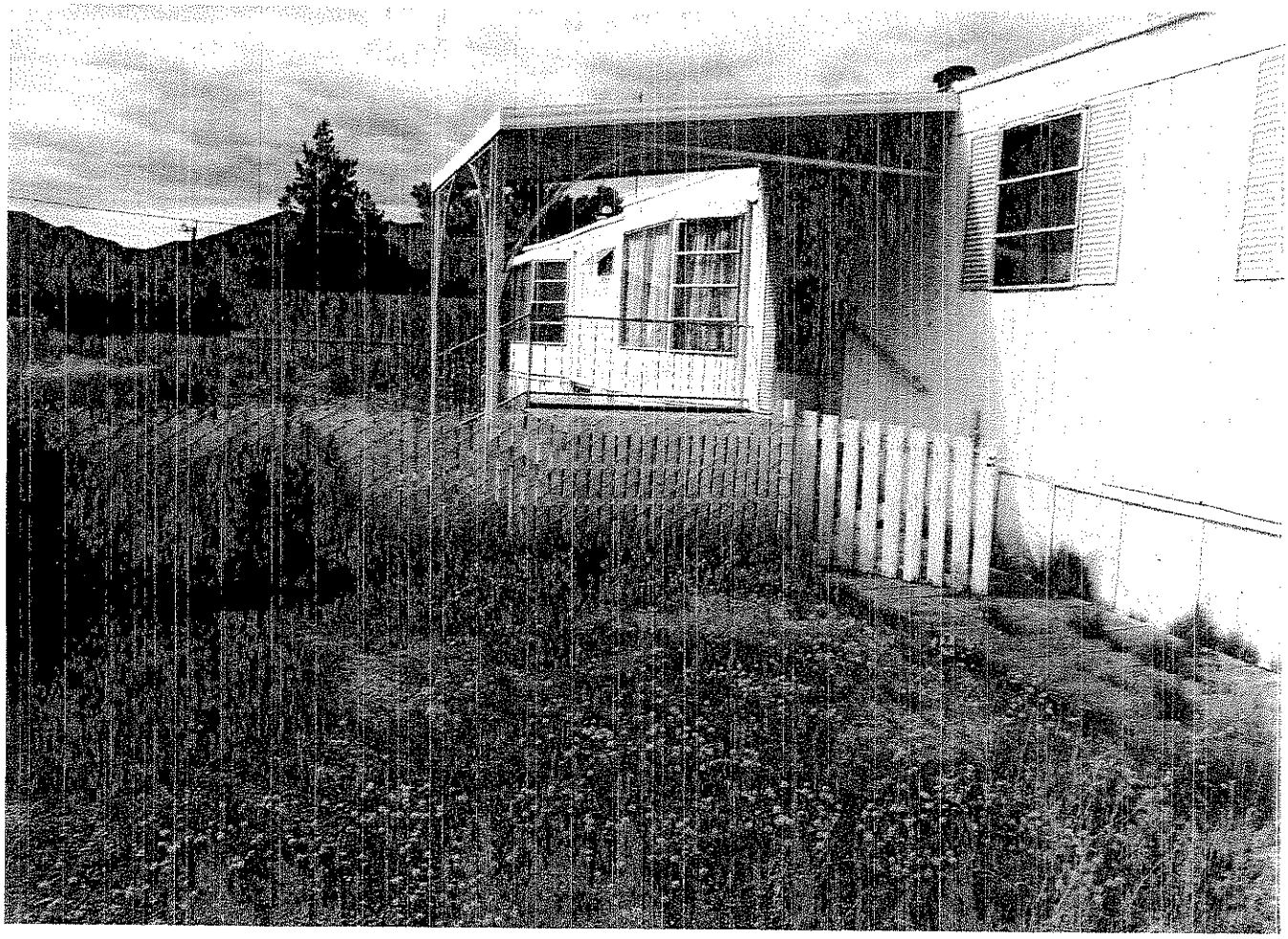
for taxes, interest and penalties and charges amounting to $ **2,668.20**
as represented in Tax Sale Certificate No. **09-032129**

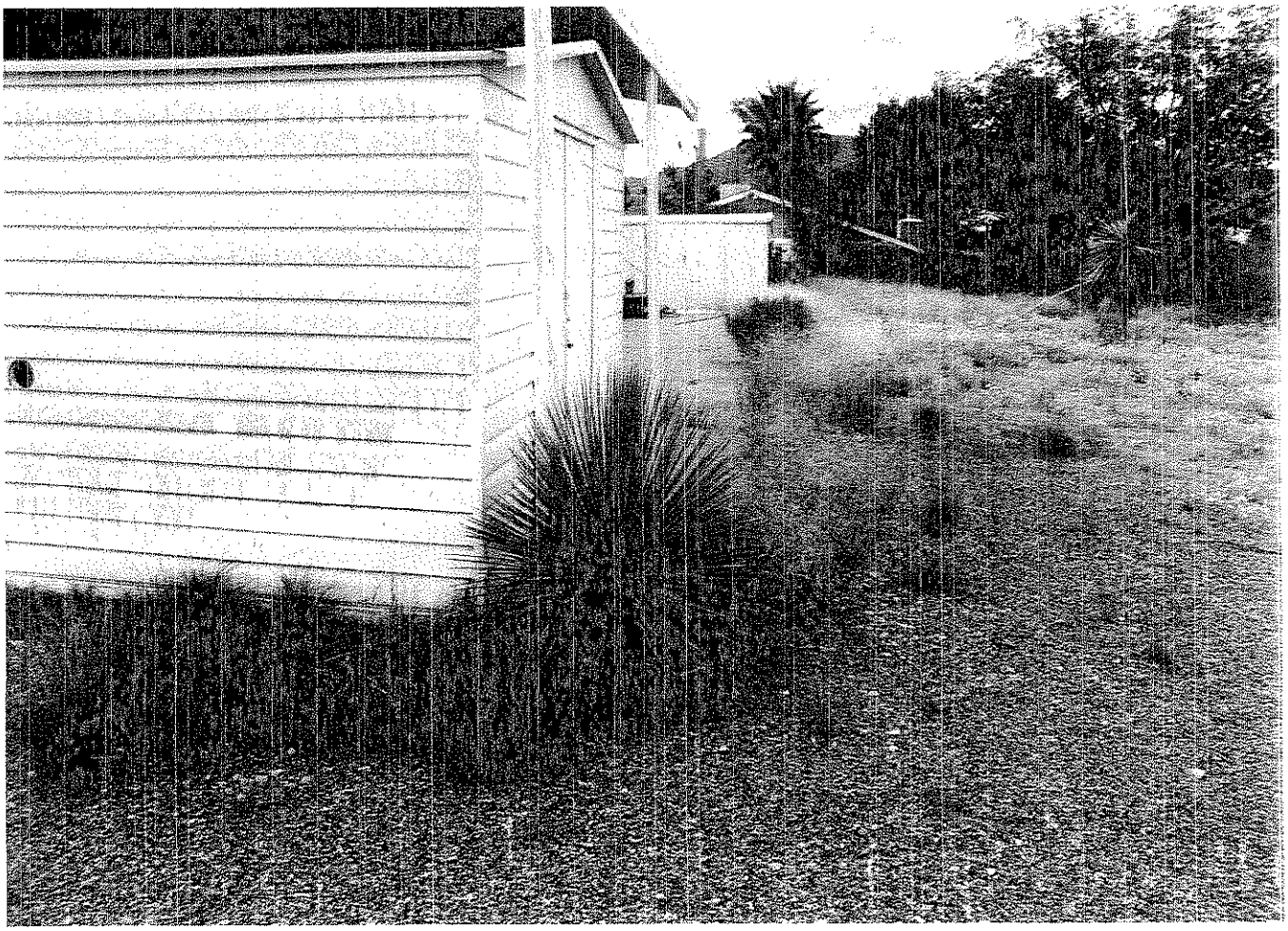
If redemption according to law be not made before the **28 th** day of October , **2014** ,

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona





2014-010984 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 03 009** ACCOUNT NUMBER: **R006809**

DESCRIBED AS : **Lot 9 Block 20, of Miami Map #2 according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map # 23**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000007192 **Parcel # :** 206-03-009 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4089 **Map # :** 03 **Parcel Size :** 0.11 acres

Owner Name and Address :

MEEKS DEANNA
PO BOX 965
CLAYPOOL AZ 85532

Property Location :

3736 E GORDON ST No #
CLAYPOOL AZ 85532 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
4/4/1997	4/4/1997	-	4554	WD	$30,000.00	-	-
11/6/2001	11/6/2001	-	16908	WD	$24,144.00	-	-
11/21/2014	11/21/2014	-	-	TRD	$0.00	MEEKS DEANNA	STATE OF ARIZONA

Legal Description :

LOWER MIAMI TWNS MAP 2 LOT 9 BLK 20 328/362

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	988	1915

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	$6,386.00	Use Code:	0121
		Limited Value (LPV):	$6,386.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$639.00		
		Assessed LPV:	$639.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Meeks Deanna

and situated in Gila County, Arizona:
PARCEL # 206 03 009 ACCOUNT # R006809

Legal Description: Lot 9 Block 20, of Miami Map #2 according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map # 23

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **2,811.46**
as represented in Tax Sale Certificate No. **09-032141**

If redemption according to law be not made before the **28 th day of July, 2014 .**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$2,811.46
50.00 Clerk's fee
$2,861.46

Debora Savage
Treasurer of Gila County, Arizona

206-03-009

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Meeks Deanna**
and situated in Gila County, Arizona:
PARCEL # 206 03 009 Account # 0009809

Legal Description: Lot 9 Block 20, of Miami Map #2 according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map # 23

which on the **17 th** day of **February 2011** was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **2,811.46**
as represented in Tax Sale Certificate No. **09-032141**

If redemption according to law be not made before the **28 th** day of **July , 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2014-011006 TD Page: 1 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 09 041** ACCOUNT NUMBER: **R006300**

DESCRIBED AS : **See Exhibit "A"**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2014-011006 TD Page: 2 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

206-09-041 Acct # R006300 Urquidez

Exhibit A

That certain portion of LOT 1, BLOCK 6, COBRA VALLE TOWNSITE, according to Map No 56, records of Gila County, Arizona,

Cobre

More particularly described as follows:

Commencing at the Northwest corner of said Lot 1, Block 6;

Thence to the Southwest corner, a distance of 38.90 feet;

Thence East, a distance of 57 feet;

Thence North, a distance of 38.90 feet;

Thence tot he Northwest corner to the POINT OF BEGINNING, a distance of 57 feet.

Gila County Property Report

Thursday, December 18, 2014

Account # : R000008057 **Parcel # :** 206-09-041 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4089 **Map # :** 09 **Parcel Size :** 0.05 acres

Owner Name and Address :

URQUIDEZ OSCAR V & FLORA M

PO BOX 10
CLAYPOOL AZ 85532

Property Location :

No #
3897 E GREER ST

CLAYPOOL AZ 85532 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	URQUIDEZ OSCAR V & FLORA M	STATE OF ARIZONA

Legal Description :

COBRE VALLE TWNS W 57; LOT 1 BLK 6 274/464 372/160

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Salvage	Ranch 1 Story	Fair	528	1924

Valuation:

Value Method:	Cost	**Full Cash Value (FCV):**	$3,272.00	**Use Code:**	0910
		Limited Value (LPV):	$3,272.00	**Property Use:**	0910-SALVAGE RESIDENTIAL
Assessment Ratio:	16.00 %	**Assessed FCV:**	$524.00		
		Assessed LPV:	$524.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Urquidez Oscar V & FLORA M

and situated in Gila County, Arizona:
PARCEL # 206 09 041 ACCOUNT # R006300

Legal Description: See Exhibit "A"

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

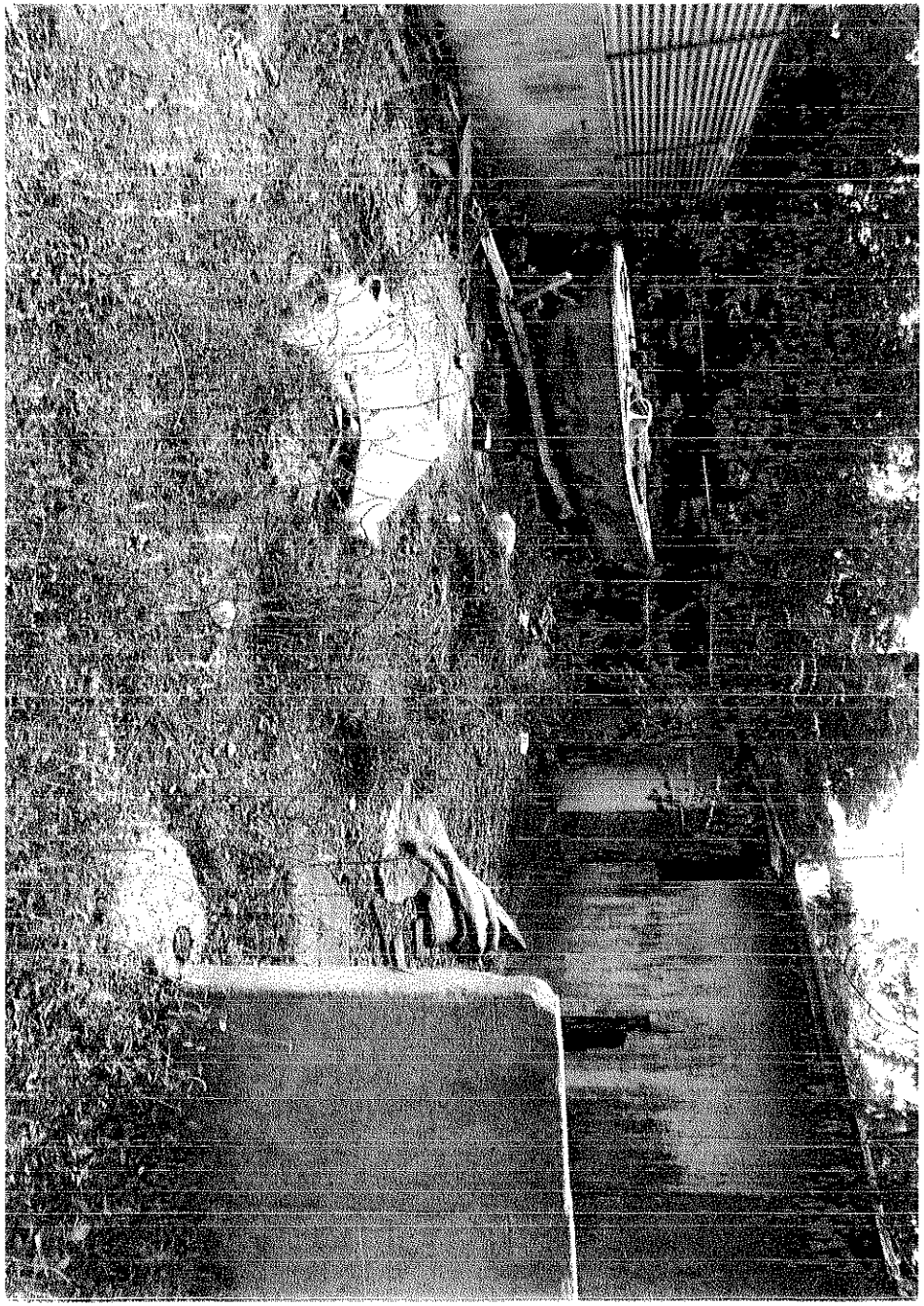
for taxes, interest and penalties and charges amounting to
$ **3,143.41**
as represented in Tax Sale Certificate No. **09-032171**

If redemption according to law be not made before the **28 th day of July, 2014 .**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$3,143.41
50.00 Clerks fee
3,193.41

Debora Savage
Treasurer of Gila County, Arizona



206-09-041

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by: **Urquidez Oscar V & FLORA M** and situated in Gila County, Arizona:

PARCEL # 206 09 041 Account # R006300

Legal Description:

That certain portion of LOT 1, BLOCK 6, COBRA VALLE TWNS, according to Map #50, record of Gila County , Arizona. More particularly described as follows; Comm at the Northwest cor of said Lot 1 Blk 6; Thence to th Southwest cor a distance of 38.90 feet; Thence East a distance of 57 feet; Thence North a distance of 38.90 feet; Thence to the Northwest cor to POB a distance of 57 feet.

which on the **17 th** day of **February 2011**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **3,143.41** as represented in Tax Sale Certificate No. **09-032171**

If redemption according to law be not made before the **28 th** day of **October 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona

2014-010985 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 10 022** ACCOUNT NUMBER: **R006830**

DESCRIBED AS : **The surface and the ground to a depth of 100 feet lying beneath the surface of the following described property;Lot 6, Block1 of East Miami Twns, according to the plat of record in the office of the county recorder of Gila County, Arizona, recorded in Map #49.**

She didn't want TD re-record TD

per Martha Treasurer's office

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000008195 **Parcel # :** 206-10-022 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4089 **Map # :** 10 **Parcel Size :** 0.07 acres

Owner Name and Address :

GUZMAN PATRICIA
3715 S 73RD DRIVE
PHOENIX AZ 85043

Property Location :

No #
6117 S MARION ST
CLAYPOOL AZ 85532 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
6/19/1989	6/19/1989	-	577695	WD	$8,000.00	-	-
8/11/2005	8/11/2005	-	14365	SW	$6,500.00	BANK OF AMERICA, NA	PATRICK GUZMAN
11/21/2014	11/21/2014	-	-	TRD	$0.00	GUZMAN PATRICIA	STATE OF ARIZONA

Legal Description :

E MIAMI TWNS LOT 6 BLK 1

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,197.00	**Use Code:**	0011
		Limited Value (LPV):	$1,197.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$192.00		
		Assessed LPV:	$192.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Guzman Patricia

and situated in Gila County, Arizona:
PARCEL # 206 10 022 ACCOUNT # R006830

Legal Description: The surface and the ground to a depth of 100 feet lying beneath the surface of the following described property;Lot 6, Block1 of East Miami Twns, according to the plat of record in the office of the county recorder of Gila County, Arizona, recorded in Map

which on **19 th day of February, 2010** was sold to **STATE OF ARIZONA**

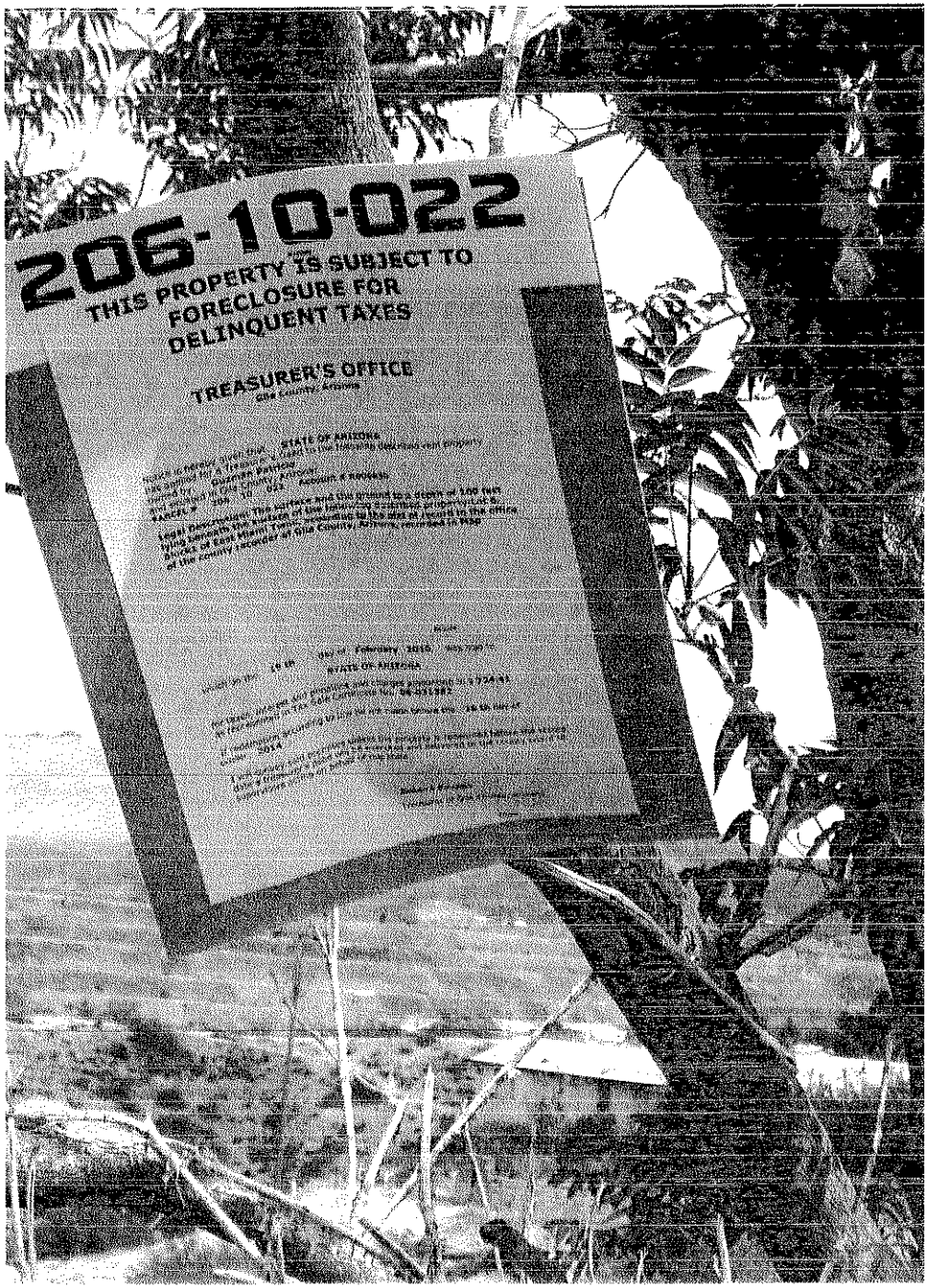
for taxes, interest and penalties and charges amounting to
$ **724.41**
as represented in Tax Sale Certificate No. **08-031382**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$724.41
50.00 clerks fee
$774.41

Debora Savage
Treasurer of Gila County, Arizona


206-10-022
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

2014-010986 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az; Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 10 068H** ACCOUNT NUMBER: **R007010**

DESCRIBED AS : **Lot 7 of Block 13, the north 1/2 Phillips St Adj to Lot 7, & the East 20.0 ' of Wilson Ave Adj to Lot 7 in East Miami Twns, Plat 49; 0.12 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000008240 **Parcel # :** 206-10-068H - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4089 **Map # :** 10 **Parcel Size :** 0.12 acres

Owner Name and Address :

LEON JOSE C (1/2 INT)
LEON ROMELIA P (ESTATE OF) (1/2 INT)
5515 S APACHE AVE STE 800
GLOBE AZ 85501

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	LEON JOSE C (1/2 INT), LEON ROMELIA P (ESTATE OF) (1/2 INT)	STATE OF ARIZONA

Legal Description :

LOT 7, N2 PHILLIPS ST BLK 13 & EAST 20' WILSON AVE ABANDONMENT OF EAST MIAMI TWN PER PLAT 49;SE4 NW4 SEC 29 T1N R15E;=0.12 AC M/L (COMB PCL 206-10-068D & POR WILSON AVE ABNDNMNT BY GILA COUNTY)

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,197.00	**Use Code:**	0011
		Limited Value (LPV):	$1,197.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$192.00		
		Assessed LPV:	$192.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:
Leon Jose C (1/2 INT), LEON ROMELIA P (ESTATE OF) (1/2 INT

and situated in Gila County, Arizona:
PARCEL # 206 10 068H ACCOUNT # R007010

Legal Description: Lot 7 of Block 13, the north 1/2 Phillips St Adj to Lot 7, & the East 20.0 ' of Wilson Ave Adj to Lot 7 in East Miami Twns, Plat 49; 0.12 AC

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

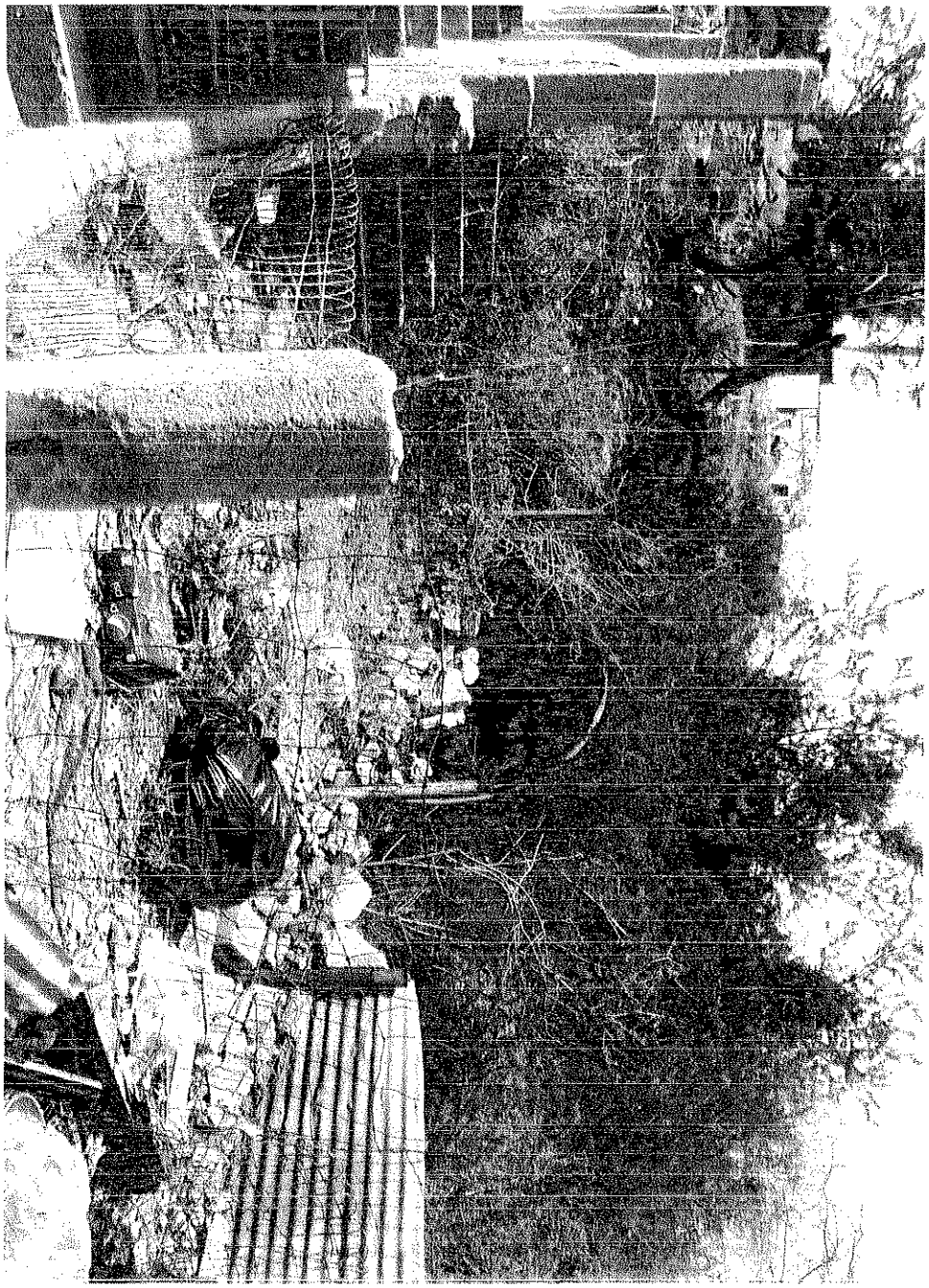
for taxes, interest and penalties and charges amounting to
$ **527.93**
as represented in Tax Sale Certificate No. **09-032180**

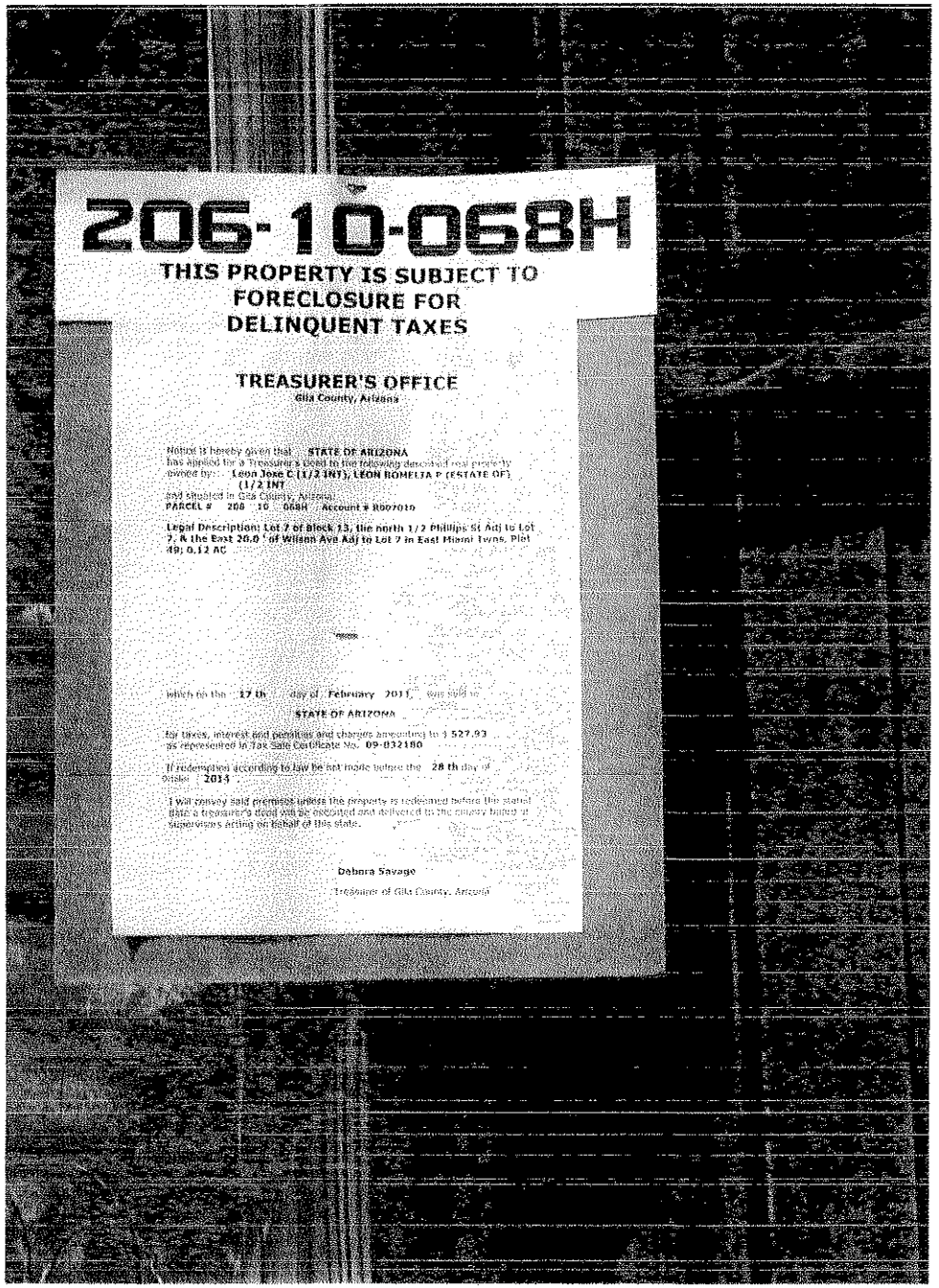
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$527.93
50.00 clerk's fee
$577.93

Debora Savage
Treasurer of Gila County, Arizona




206-10-068H
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
Gila County, Arizona
Notice is hereby given that STATE OF ARIZONA
has applied for a Treasurer's deed to the following described real property
owned by: Leon Jose C (1/3 INT), LEON ROMELIA P (ESTATE OF)
(1/2 INT
and situated in Gila County, Arizona:
PARCEL # 206 10 068H Account # R007010
Legal Description: Lot 7 of Block 13, the north 1/2 Phillips St Adj to Lot
7, & the East 20.0 ' of Wilson Ave Adj to Lot 7 in East Hiland Twns, Plat
49; 0.12 AC
which on the 17 th day of February 2011, was sold to
STATE OF ARIZONA
for taxes, interest and penalties and charges amounting to $ 527.93
as represented in Tax Sale Certificate No. 09-032180
If redemption according to law be not made before the 28 th day of
October 2014
I will convey said premises unless the property is redeemed before the stated
date a treasurer's deed will be executed and delivered to the county board of
supervisors acting on behalf of the state.
Debora Savage
Treasurer of Gila County, Arizona

2014-010987 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 10 104** ACCOUNT NUMBER: **R007156**

DESCRIBED AS : **Lot 6 Block 16 of East Miami Twns, Plat 49**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1.21.2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000008279 **Parcel # :** 206-10-104 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4089 **Map # :** 10 **Parcel Size :** 0.09 acres

Owner Name and Address :

EZELL LLOYD & KATHLEEN
C/O HEALTH MANAGEMENT SYSTEMS
PO BOX 10530
PHOENIX AZ 85064

Property Location :

No #
6151 S CALLE DE LOMA
CLAYPOOL AZ 85532 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	EZELL LLOYD & KATHLEEN	STATE OF ARIZONA

Legal Description :

EAST MIAMI TWNS LOT 6 BLK 16

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Salvage	Ranch 1 Story	Low	969	1920

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	$2,499.00	Use Code:	0910
		Limited Value (LPV):	$2,499.00	Property Use:	0910-SALVAGE RESIDENTIAL
Assessment Ratio:	16.00 %	Assessed FCV:	$400.00		
		Assessed LPV:	$400.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Ezell Lloyd & KATHLEEN
C/O HEALTH MANAGEMENT SYSTEMS

and situated in Gila County, Arizona:
PARCEL # 206 10 104 ACCOUNT # R007156

Legal Description: Lot 6 Block 16 of East Miami Twns, Plat 49

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

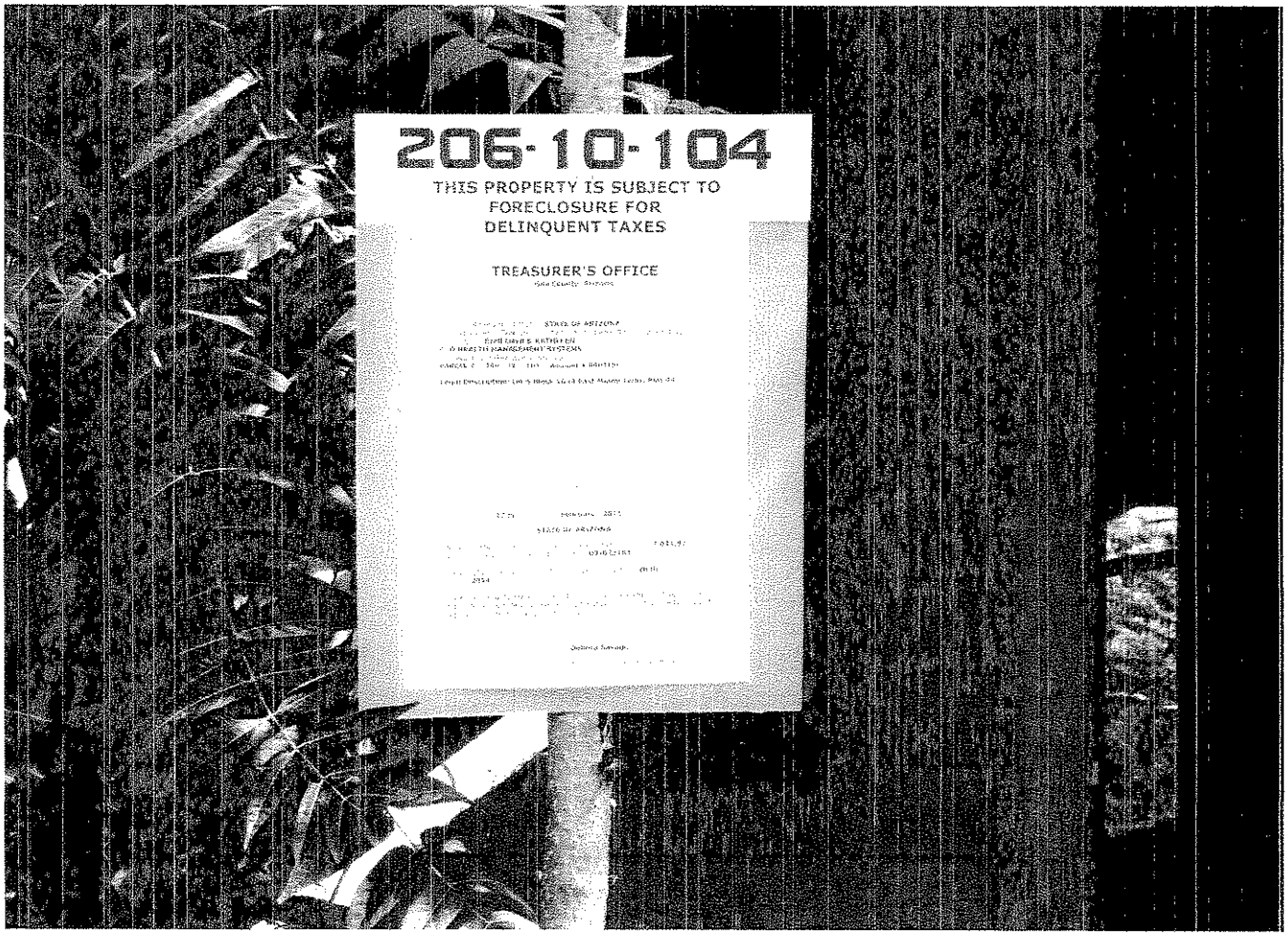
for taxes, interest and penalties and charges amounting to
$ **7,041.97**
as represented in Tax Sale Certificate No. **09-032181**

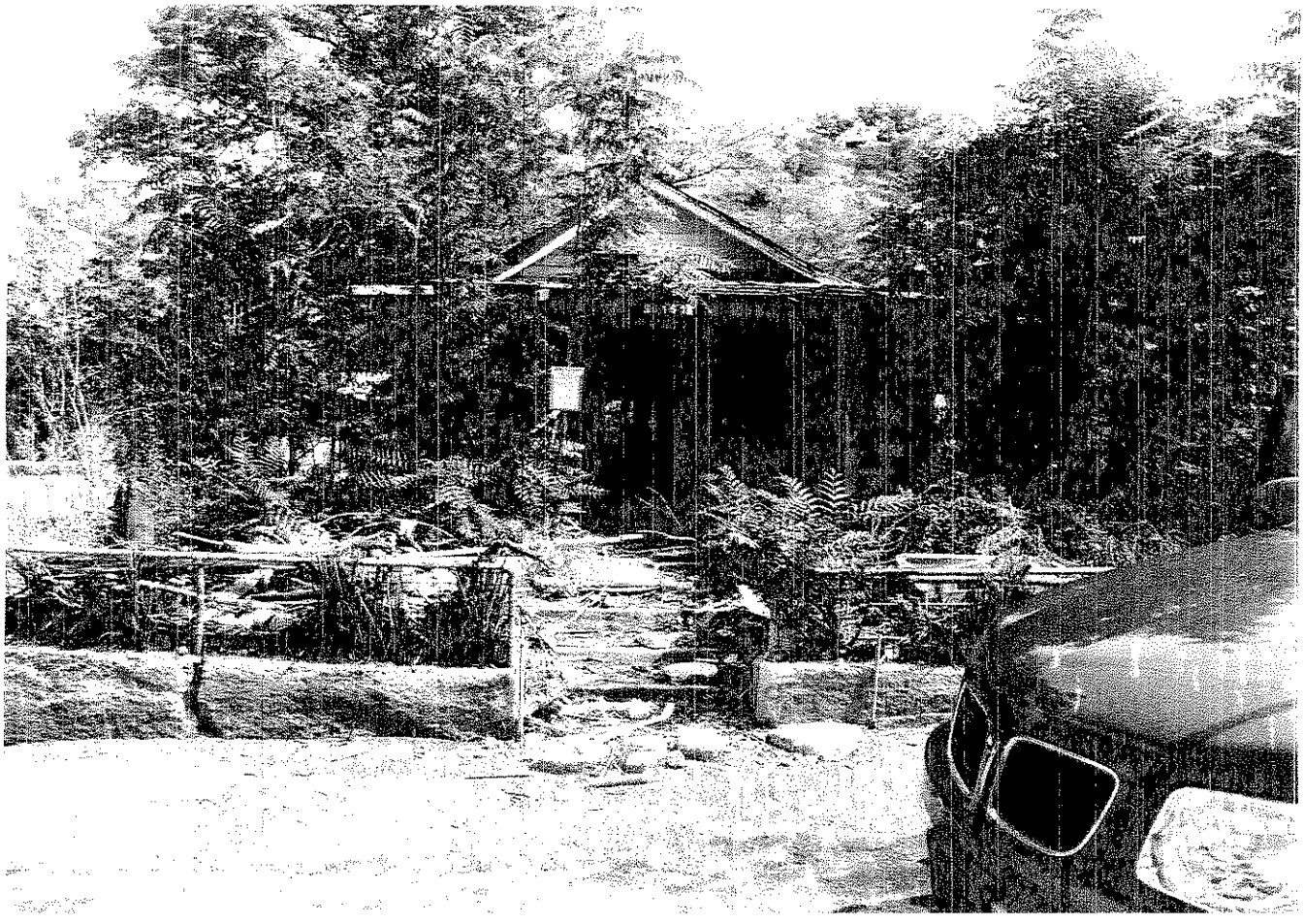
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$7,041.97
50.00 Clerk's fee
$7,091.97

Debora Savage
Treasurer of Gila County, Arizona


206-10-104
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE



2014-010988 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 17 023** ACCOUNT NUMBER: **R008766**

DESCRIBED AS : **Lot 406, Block 15, Miami Twns, Mars Addition, Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Hall Howard A

and situated in Gila County, Arizona:
PARCEL # 206 17 023 ACCOUNT # R008766

Legal Description: Lot 406, Block 15 Miami Twns, Mars Addition Gila County Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

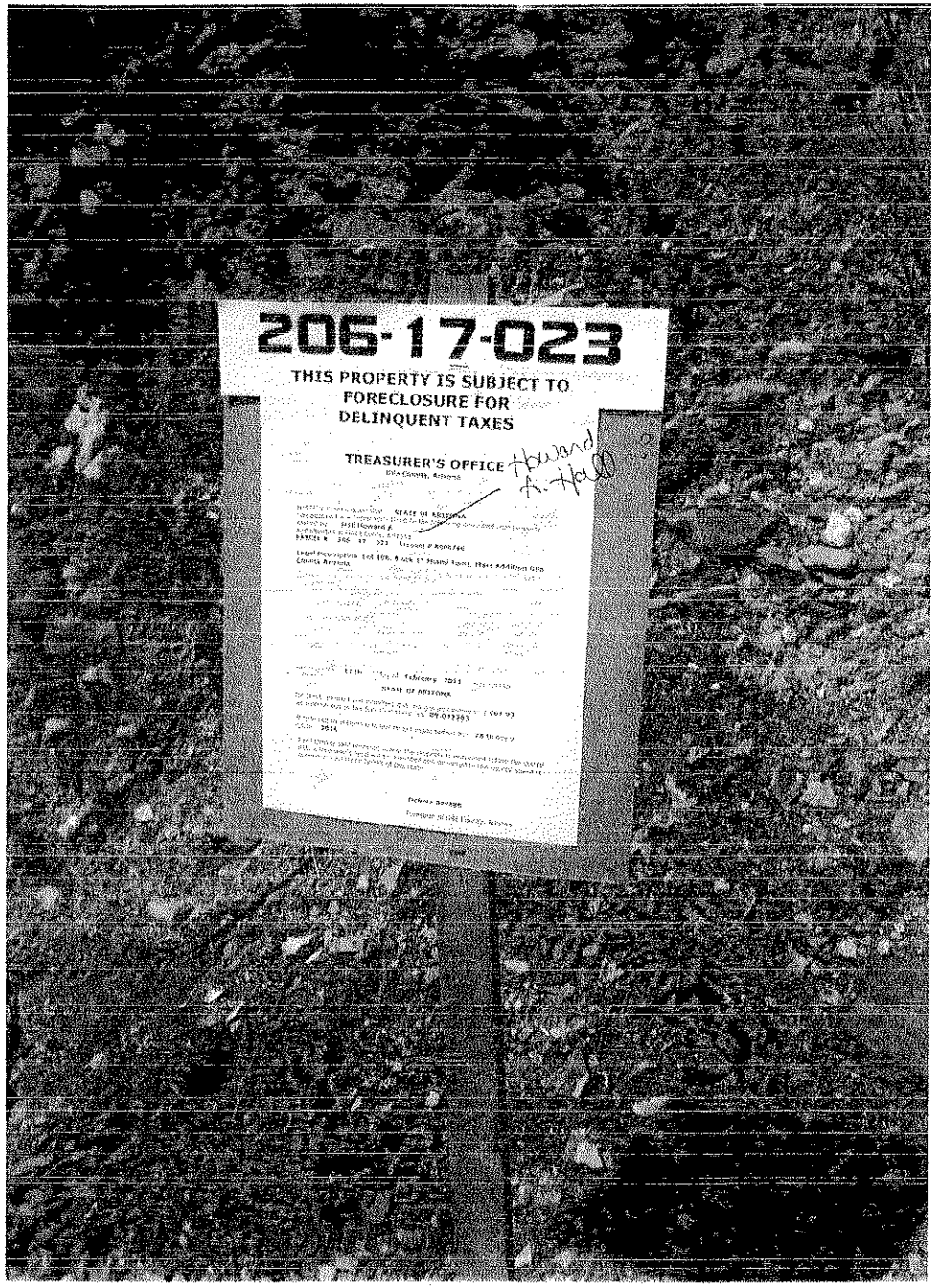
for taxes, interest and penalties and charges amounting to
$ **667.93**
as represented in Tax Sale Certificate No. **09-032283**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$667.93
50.00 Clerk's fee
$717.93

Debora Savage
Treasurer of Gila County, Arizona


206-17-023
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

McKENZIE AVE
MIAMI AVE P
206-01-002F
206-08-004B
206-19-224A
206-17-023
206-17-016
206-17-017B
206-19-017
206-19-019A
206-19-021A
206-19-026
206-19-122
206-19-120
X: 485023.486016, Y: 873905.451015 (IFOOT)
1 County Roads selected
1: 948.93
813.84 x 436.57 (ft)
Powered by
Done
Internet
100%
start
Inbox - Microsoft Out...
Deed to state posting...
Gila County GIS - Win...
1:03 PM

2015-000277 TD Page: 1 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

When recorded:
Please hand deliver to : **Gila County Treasurer's Office**

This space reserved for recording information

CAPTION HEADING : Correct Legal Description of Treasurer's Deed

Recording Number #2014-010990

206 22 036 Acct # R009526

DO NOT REMOVE

This is part of the official document.

2014-010990 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **206 22 036** ACCOUNT NUMBER: **R009526**

DESCRIBED AS : **THE SURFCE AND THE GROUND TO A ~~DEPTH OF~~ 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the pla**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014**

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

2015-000277 TD Page: 2 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

2015-000277 TD Page: 3 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Corrected Legal Description should read as follows:

Parcel # 20622036 Acct # R009526

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map no 28

Gila County Property Report

Thursday, December 18, 2014

Account # : R000009465 **Parcel # :** 206-22-036 - **Appraisal Year :** 2014

Acct Type : Residential **Tax District :** 4030 **Map # :** 22 **Parcel Size :** 0.09 acres

Owner Name and Address :

PHILPOT JANIS L ESTATE OF

8958 S SIX SHOOTER CYN SP #34
GLOBE AZ 85501

Property Location :

No #

182 S FRANZ AVE

MIAMI AZ 85539-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
10/4/1985	10/4/1985	656	125	DC	$0.00	STATE OF ARIZONA	PHILPOT DEWEY H
11/25/1992	11/25/1992	-	624537	JT	$17,000.00	-	-
11/21/2014	11/21/2014	-	-	TRD	$0.00	PHILPOT JANIS L ESTATE OF	STATE OF ARIZONA

Legal Description :

INSPIRATION ADD LOT 403; SE4 LOT 913 BLK 124

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	1083	1920
2.00	Detached Garage	Detached Garage	Fair	352	1920

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	$17,518.00	Use Code:	0121
		Limited Value (LPV):	$17,518.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	$1,752.00		
		Assessed LPV:	$1,752.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Philpot Janis L Est of

and situated in Gila County, Arizona:
PARCEL # 206 22 036 ACCOUNT # R009526

Legal Description: THE SURFCE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the pla

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

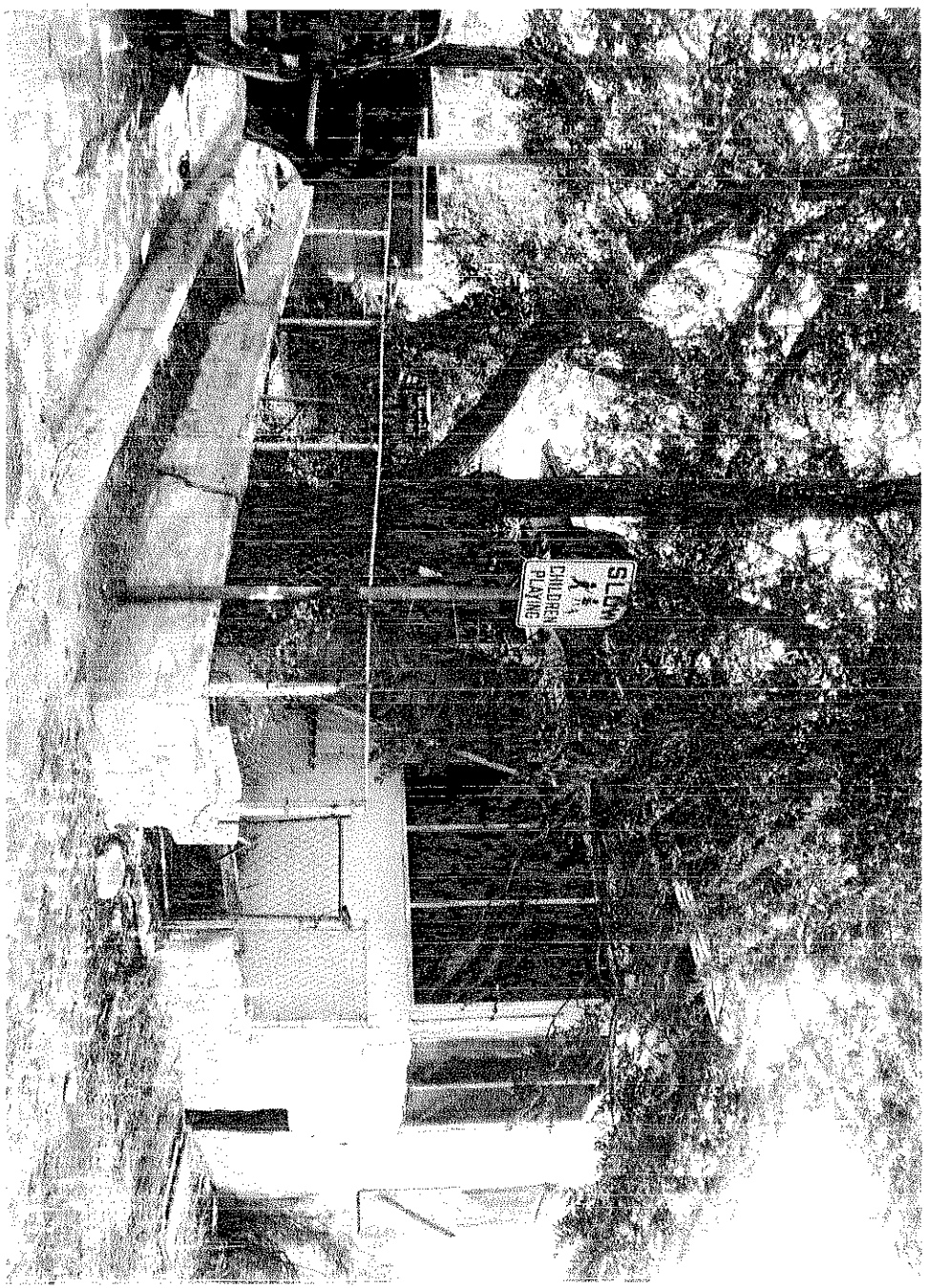
for taxes, interest and penalties and charges amounting to
$ 3,473.27
as represented in Tax Sale Certificate No. **09-032385**

If redemption according to law be not made before the **28 th day of July, 2014 .**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$3,473.27
50.00 Clerk's fee
$3,523.27

Debora Savage
Treasurer of Gila County, Arizona



206-22-036

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by: Philpot Janis L Est of and situated in Gila County, Arizona:
PARCEL # 206 22 036 Account # R009526

Legal Description: THE SURFCE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY: Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the pla

which on the 17 th day of February 2011, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ 3,475.27 as represented in Tax Sale Certificate No. 09-032385

If redemption according to law be not made before the 28 th day of October 2014

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

DeNora Savage
Deputy Treasurer, Gila Co Treas

2014-011005 TD Page: 1 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az; Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207 01 007R** ACCOUNT NUMBER: **R009278**

DESCRIBED AS : **See Exhibit "A"**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2014-011005 TD Page: 2 of 2
11/21/2014 12:46:05 PM Receipt #: 14-7661
Rec Fee: $0 Gila County Treasurer
Gila County, Az; Sadie Jo Tomerlin, Recorder

207-01-007-R Acct # R009278 Marlow

Exhibit A

That certain piece or parcel of land lying in and being a portion of the Northwest quarter of Section 22, Township 1 North, Range 15 East, of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Commencing for a tie at the Northwest corner of said Section 22;

THENCE North 88°23'42"East along the North line of said Section 22, a distance of 45.15 feet to a point on the Easterly right-of-way line of State Highway 88;

THENCE South 00°02'23" West along the Easterly right-of-way line of said State Highway 88, a distance of 725.00 feet;

THENCE North 88°23'42" East a distance of 420.00 feet;

THENCE South 00°02'23" West a distance of 25.00 feet;

THENCE North 88°23'42"East feet, a distance of 180.00 feet to the TRUE POINT OF BEGINNING, of the herein described parcel;

THENCE South 00°02'23" West, a distance of 125.00 feet;

THENCE North 88°23'42" East, a distance of 154.76 feet;

THENCE North 00°02'23" East, a distance of 125.00 feet;

THENCE South 88°23'42" West, a distance of 154.76 feet to said TRUE POINT OF BEGINNING.

Gila County Property Report

Thursday, December 18, 2014

Account # : R000009893 **Parcel # :** 207-01-007R - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 4050 **Map # :** 01 **Parcel Size :** 0.44 acres

Owner Name and Address :

MARLOW DAVID MICHAEL

4935 FAIRWOOD
YORBA LINDA CA 92887

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
2/3/2004	2/3/2004	-	1784	SW	$3,000.00	ARIZONA PUBLIC SERVICE AN ARIZONA	DAVID M MARLOW
11/21/2014	11/21/2014	-	-	TRD	$0.00	MARLOW DAVID MICHAEL	STATE OF ARIZONA

Legal Description :

POR NW4 SEC 22 T1N R15E;COMM NW COR SEC 22;TH N88D23'42 E 45.15' TO ELY ROW STATE HWY 88;TH S0D2'23 W 725';TH N88D23'42 E 420';TH S0D2'23 W 25';TH N88D23'42 E 180' POB;TH S0D2'23 W 125';TH N88D 23'42 E 154.76';TH N0D2'23 E 125';TH S88D23'42 W 154.76' POB;= 0.44 AC M/L(OUT OF 207-01-007E)

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$2,400.00	**Use Code:**	0004
		Limited Value (LPV):	$2,400.00	**Property Use:**	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	**Assessed FCV:**	$384.00		
		Assessed LPV:	$384.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Marlow David

and situated in Gila County, Arizona:
PARCEL # 207 01 007R ACCOUNT # R009278

Legal Description: See Exhibit "A"

which on **19 th day of February, 2010** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **1,064.43**
as represented in Tax Sale Certificate No. **08-031619**

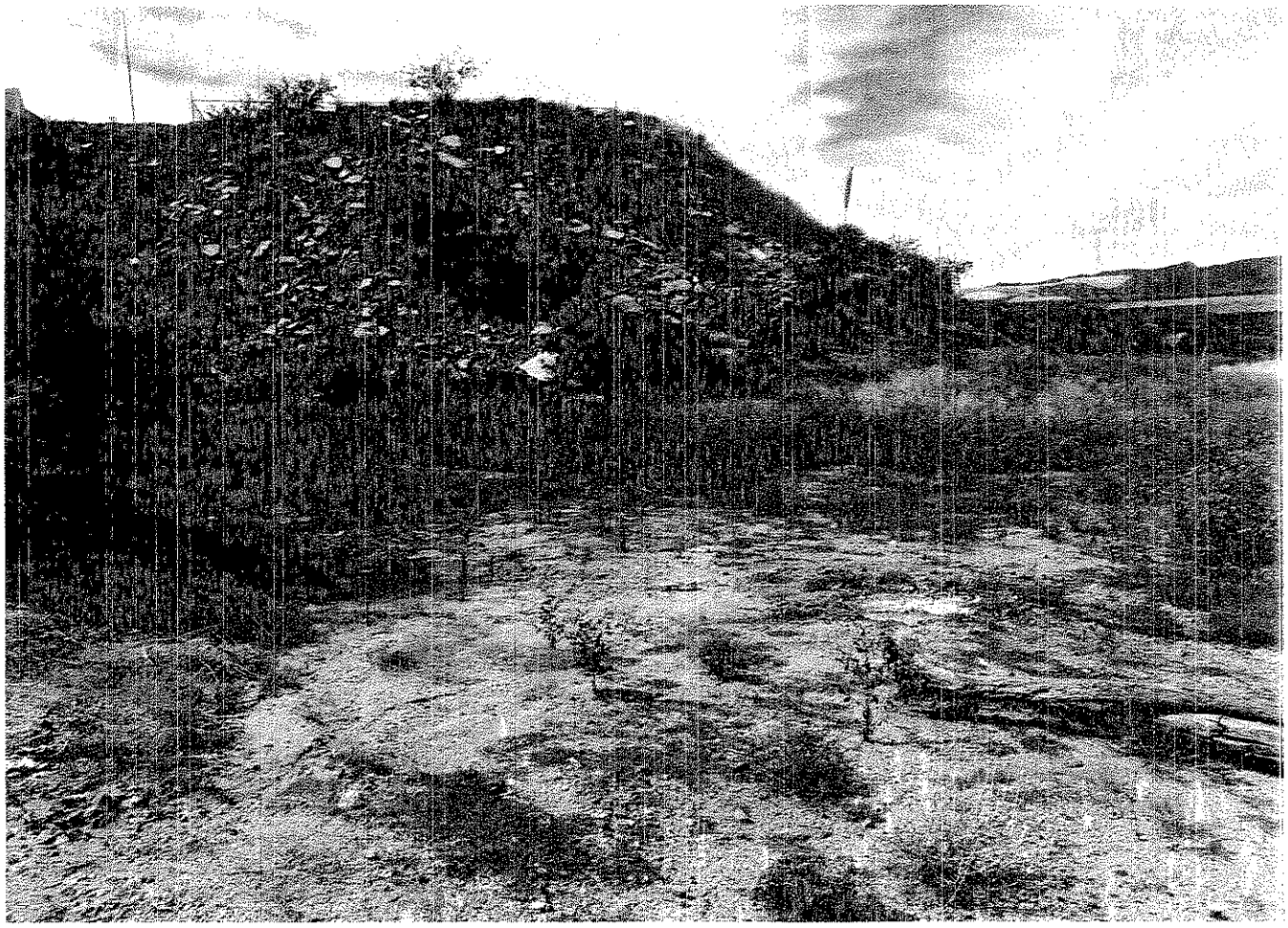
If redemption according to law be not made before the **28 th day of July, 2014 .**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$1,064.43
50.00 Clerk's fee
$1,114.43

Debora Savage
Treasurer of Gila County, Arizona

207-01-007R
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE



ELECTRIC DR P
207-21-007Q
X: 499571.186705, Y: 880594.641182 (IFOOT)
1 County Roads selected
1: 1423.40
1220.76 x 654.86 (ft)
Powered by:
Done
Internet
100%

2014-010991 ID Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207 13 056** ACCOUNT NUMBER: **R010573**

DESCRIBED AS : **Lot 90 of Old Dominion Company's Subdividion North Globe, Plat 3**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000011281 **Parcel # :** 207-13-056 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0150 **Map # :** 13 **Parcel Size :** 0.07 acres

Owner Name and Address :

GALLOWAY MARK

3339 E CAROL
MESA AZ 85204

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
4/11/1988	4/11/1988	-	561000	WD	$17,000.00	-	-
3/7/2003	3/7/2003	-	4084	QC	$800.00	-	-
4/28/2003	4/28/2003	-	7217	WD	$165.00	-	-
10/7/2007	4/4/2008	-	-	WD	$578.00	USALANDSALE.COM LLC	GALLOWAY MARK
11/21/2014	11/21/2014	-	-	TRD	$0.00	GALLOWAY MARK	STATE OF ARIZONA

Legal Description :

NORTH GLOBE TWNS, O D SUB LOT 90; NW NW SEC 25 T1N R15E

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$100.00	**Use Code:**	0011
		Limited Value (LPV):	$100.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$16.00		
		Assessed LPV:	$16.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Galloway Mark

and situated in Gila County, Arizona:
PARCEL # 207 13 056 ACCOUNT # R010573

Legal Description: Lot 90 of Old Dominion Company's Subdividion North Globe, Plat 3

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

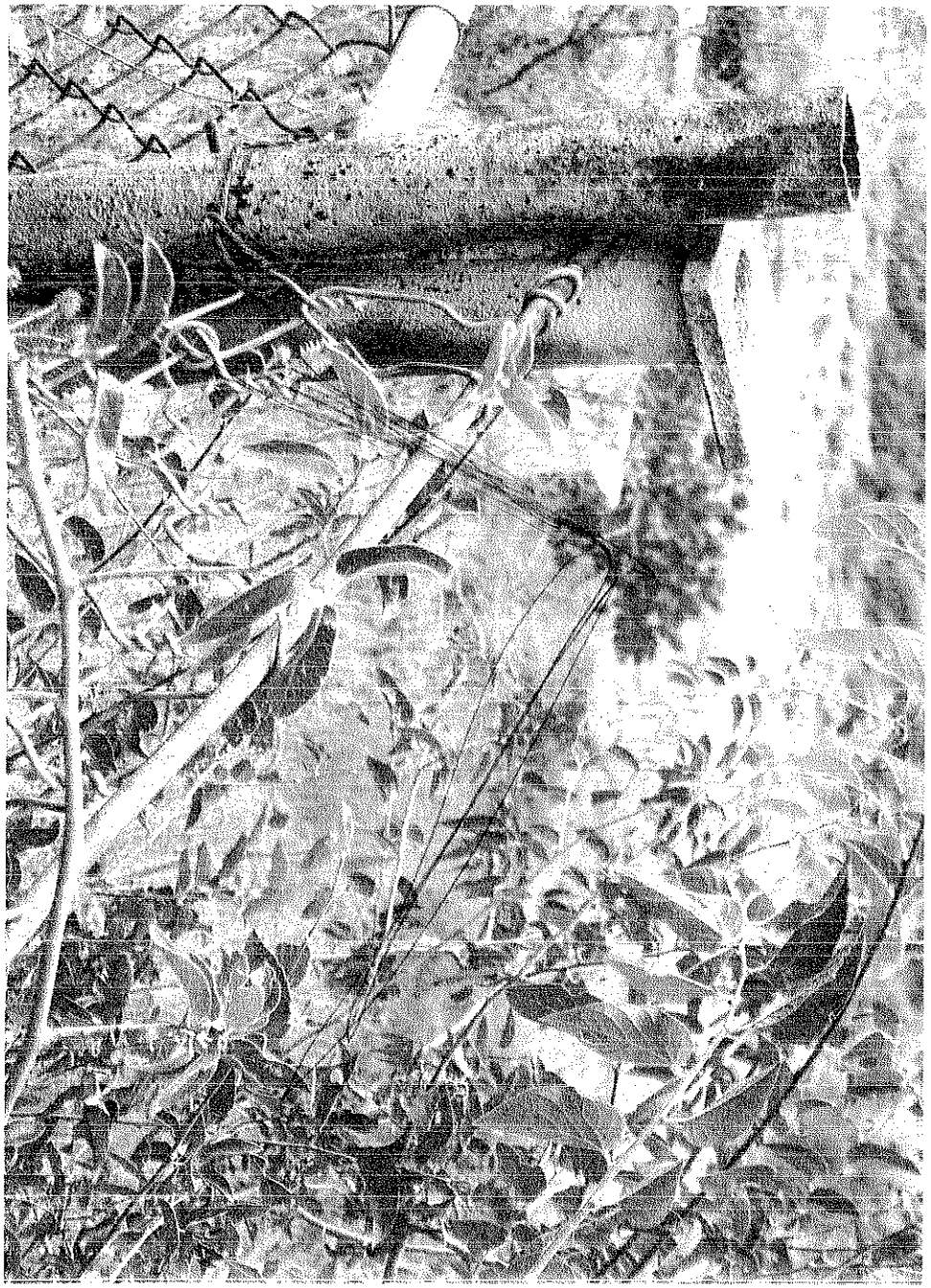
for taxes, interest and penalties and charges amounting to
$ **383.49**
as represented in Tax Sale Certificate No. **09-032438**

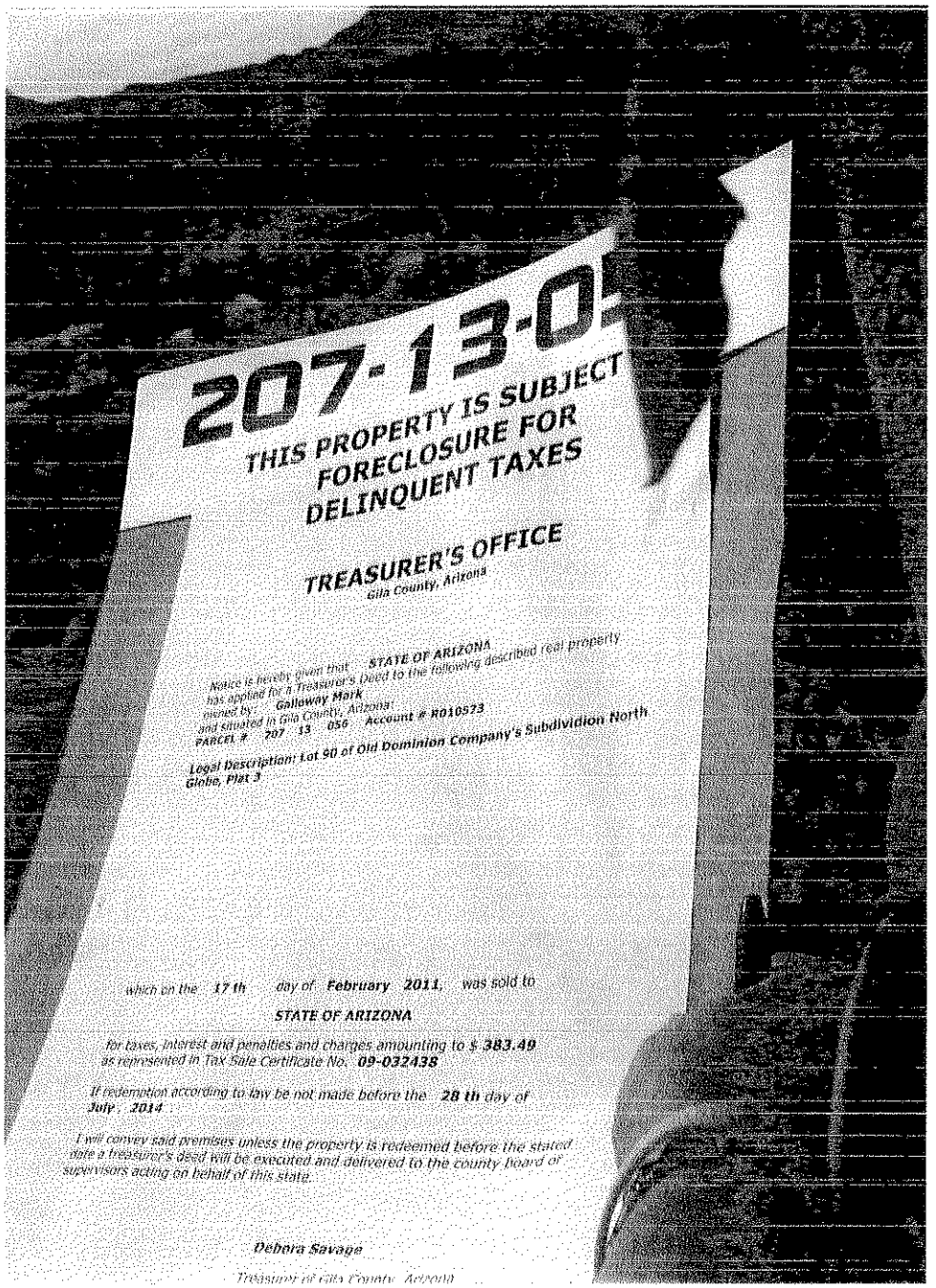
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$383.49
50.00 Clerk's fee
$433.49

Debora Savage
Treasurer of Gila County, Arizona




207-13-05
THIS PROPERTY IS SUBJECT
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE
Gila County, Arizona
Notice is hereby given that STATE OF ARIZONA
has applied for a Treasurer's Deed to the following described real property
owned by Galloway Mark
and situated in Gila County, Arizona:
PARCEL # 207 13 056 Account # R010573
Legal Description: Lot 90 of Old Dominion Company's Subdividion North
Globe, Plat 3
which on the 17 th day of February 2011, was sold to
STATE OF ARIZONA
for taxes, interest and penalties and charges amounting to $ 383.49
as represented in Tax Sale Certificate No. 09-032438
If redemption according to law be not made before the 28 th day of
July 2014
I will convey said premises unless the property is redeemed before the stated
date a treasurer's deed will be executed and delivered to the county board of
supervisors acting on behalf of this state.
Debora Savage
Treasurer of Gila County, Arizona

2014-010992 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207 17 049B** ACCOUNT NUMBER: **R010339**

DESCRIBED AS : **Lot 36, Block 8 in West Globe Twns, Plat 27**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2016

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2016

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

MATHIS RONALD J & PAMELA S

and situated in Gila County, Arizona:
PARCEL # 207 17 049B ACCOUNT # R010339

Legal Description: Lot 36, Block 8 in West Globe Twns, Plat 27

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

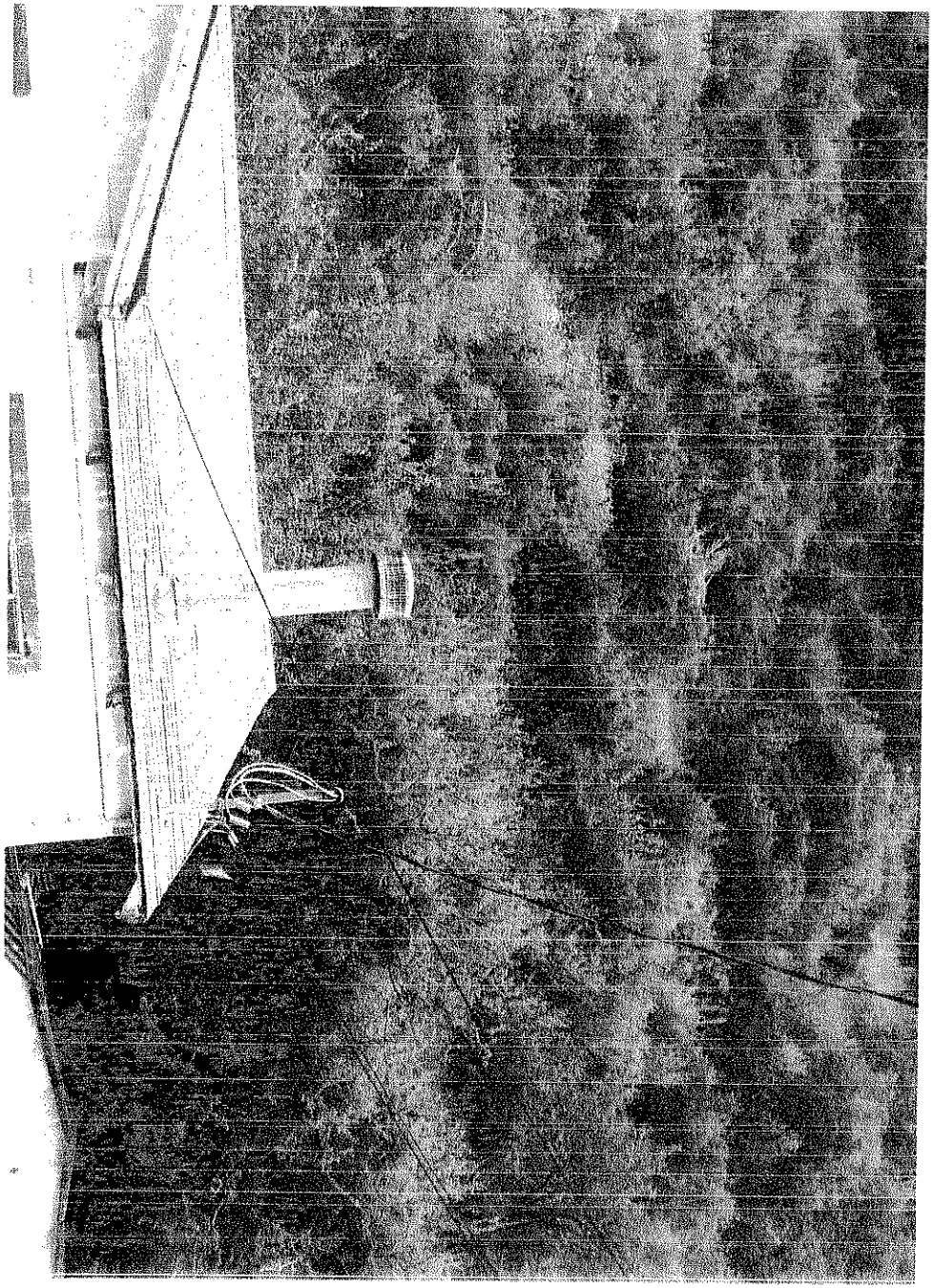
for taxes, interest and penalties and charges amounting to
$ **659.91**
as represented in Tax Sale Certificate No. **09-032459**

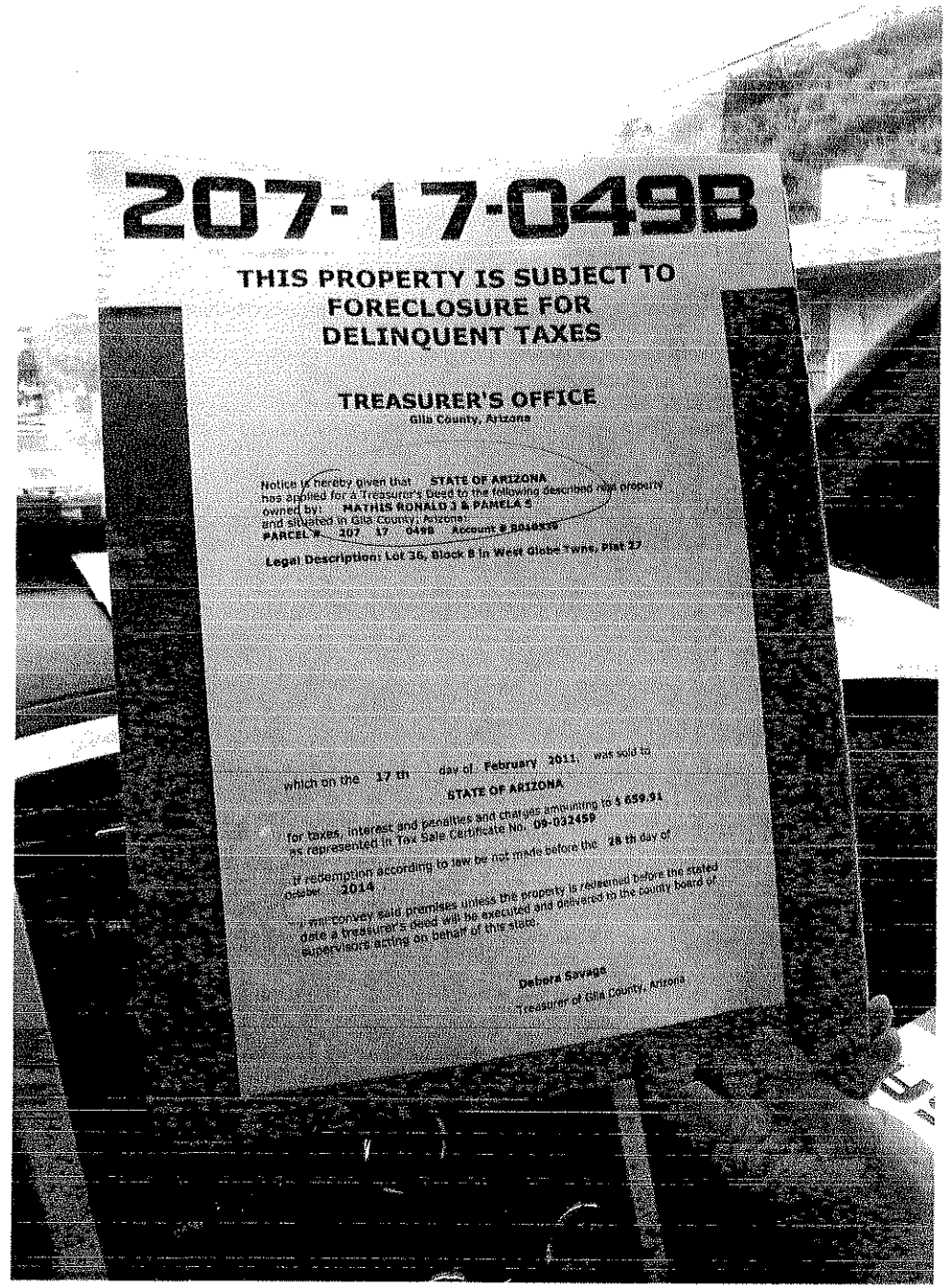
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 659.91
50.00 Clerk's fee
$ 709.91

Debora Savage
Treasurer of Gila County, Arizona





207-17-049B

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **MATHIS RONALD J & PAMELA S**
and situated in Gila County, Arizona:
PARCEL # 207 17 049B Account # 8010939

Legal Description: Lot 36, Block 8 in West Globe Twns, Plat 27

which on the **17 th** day of **February 2011**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **$ 659.91**
as represented in Tax Sale Certificate No. **09-032459**

If redemption according to law be not made before the **28 th** day of
October **2014**

I will convey said premises unless the property is redeemed before the stated
date a treasurer's deed will be executed and delivered to the county board of
supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona

2014-010993 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207 18 065A** ACCOUNT NUMBER: **R011192**

DESCRIBED AS : **Lots 10 & 11 of Block 34 in Arlington Heights, Plat 31**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000011960 **Parcel # :** 207-18-065A - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0100 **Map # :** 18 **Parcel Size :** 0.12 acres

Owner Name and Address :

NORTHERN ILLINOIS PROPERTY INC
3011 W 183RD STE 203
HOMEWOOD IL 60430

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
3/7/2003	3/7/2003	-	4083	QC	$800.00	-	-
4/28/2003	4/28/2003	-	7232	WD	$165.00	-	-
10/14/2008	10/14/2008	-	-	WD	$930.00	USALANDSALE.COM LLC	NORTHERN ILLINOISE PROPERTY INC
11/21/2014	11/21/2014	-	-	TRD	$0.00	NORTHERN ILLINOIS PROPERTY INC	STATE OF ARIZONA

Legal Description :

ARLINGTON HGTS TWNS LOTS 10 & 11 OF BLK 34 DKT 360/912 350/237

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,500.00	**Use Code:**	0001
		Limited Value (LPV):	$1,500.00	**Property Use:**	0001-VL-UNDET-URB-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$240.00		
		Assessed LPV:	$240.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

NORTHERN ILLINOIS PROPERTY INC

and situated in Gila County, Arizona:
PARCEL # 207 18 065A ACCOUNT # R011192

Legal Description: Lots 10 & 11 of Block 34 in Arlington Heights, Plat 31

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

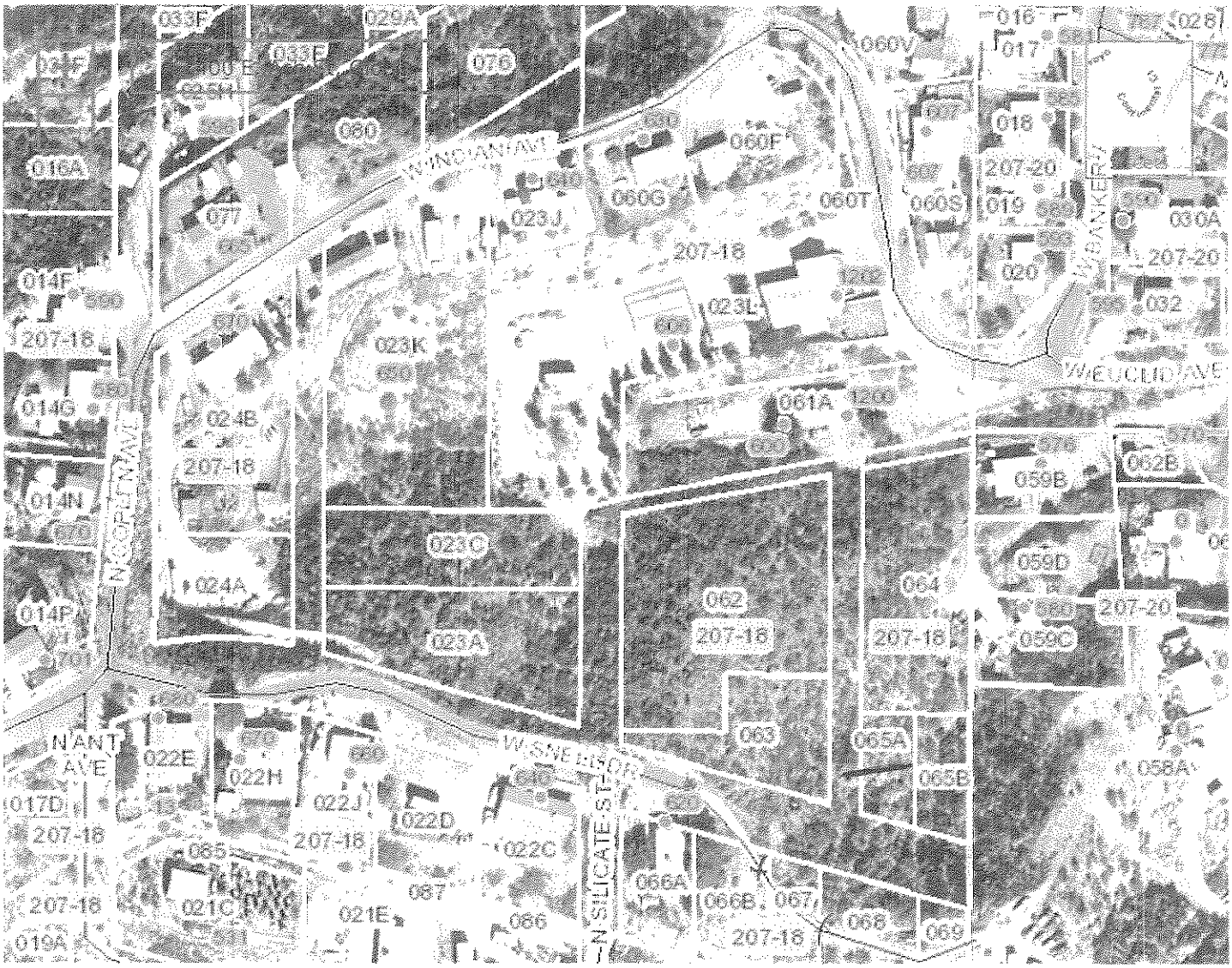
for taxes, interest and penalties and charges amounting to
$ 623.27
as represented in Tax Sale Certificate No. **09-032462**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 623.27
50.00 Clerk's fee
$ 673.27

Debora Savage
Treasurer of Gila County, Arizona

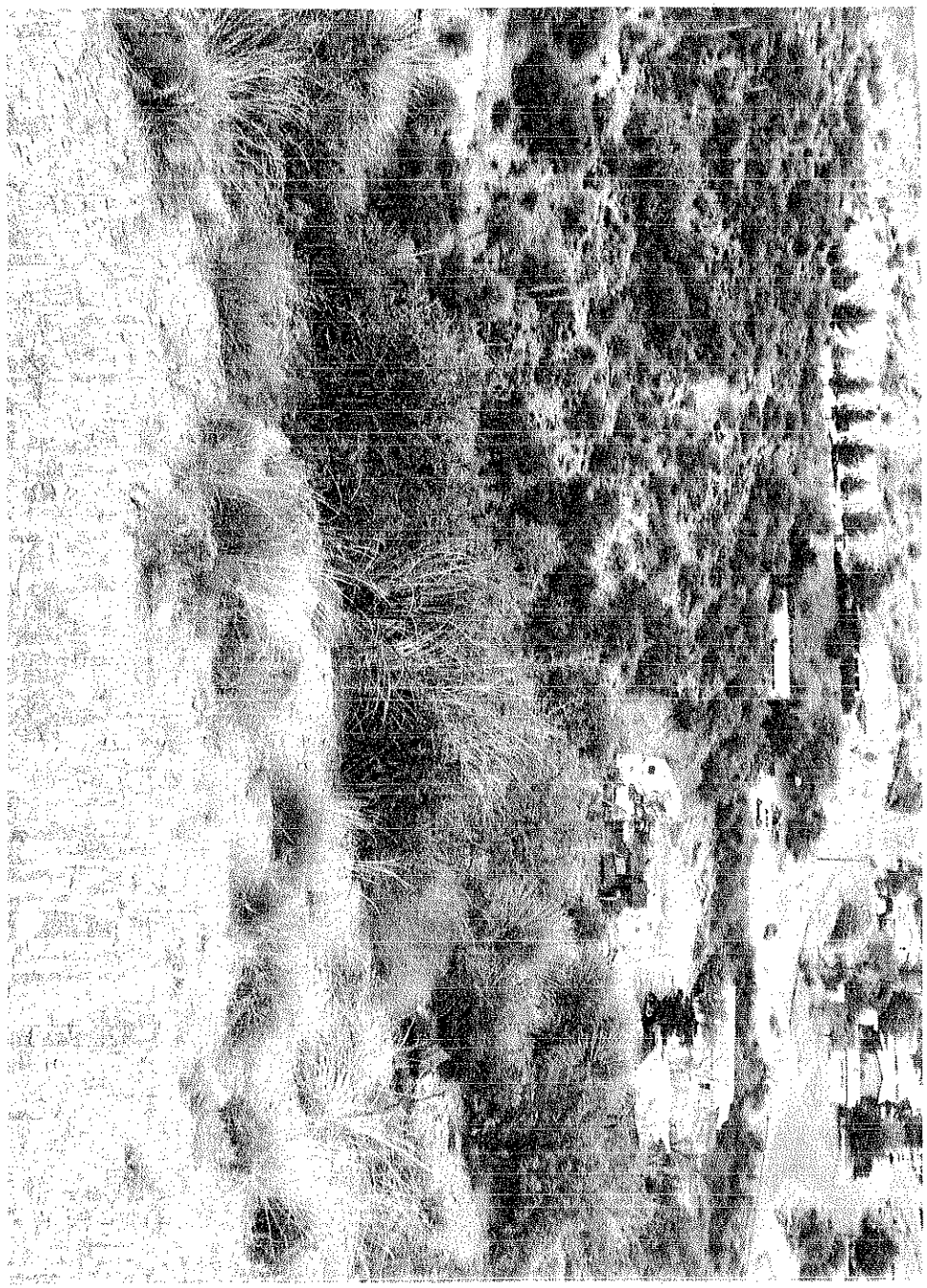


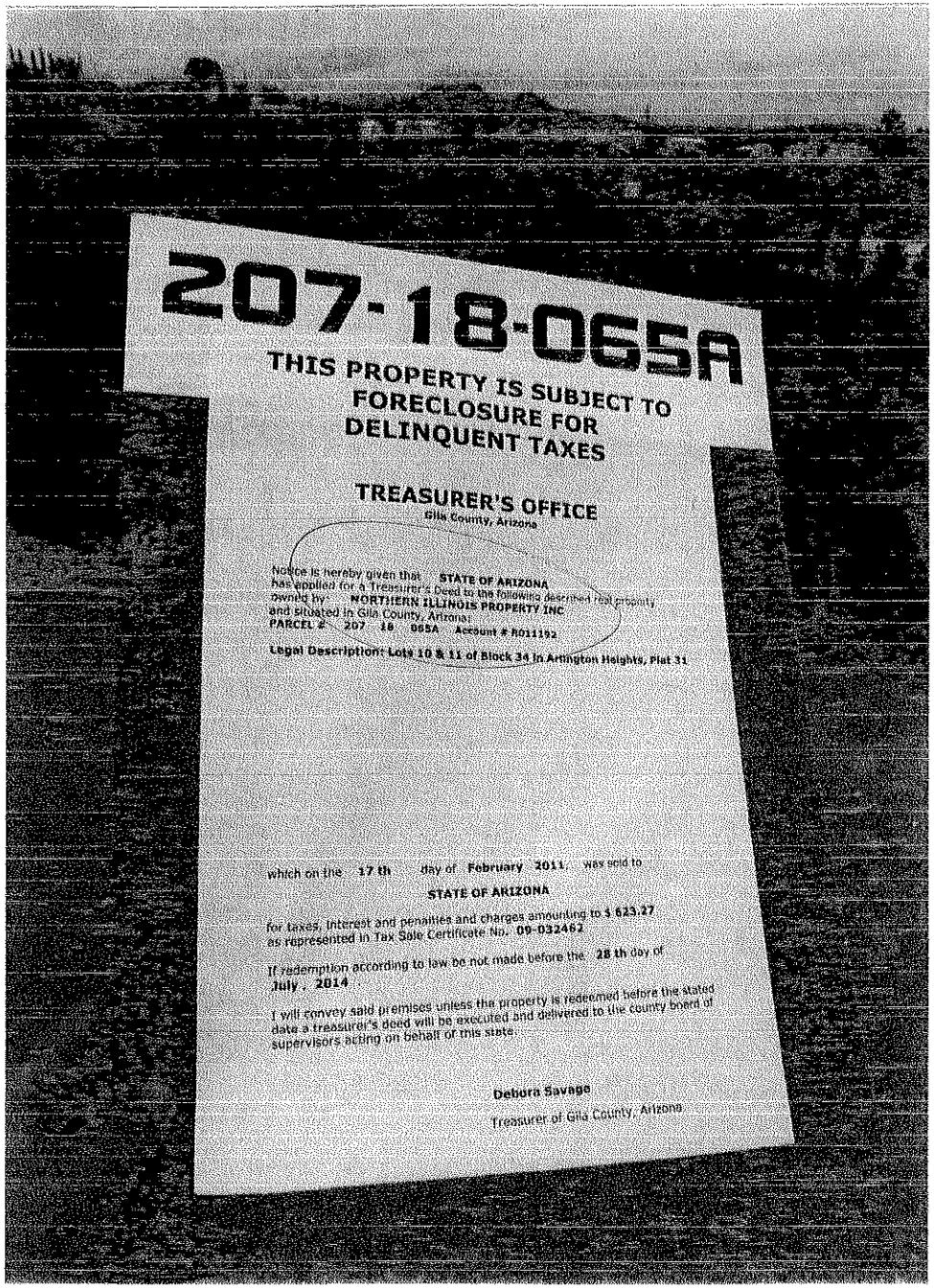
207-18-065A

Arial View

Pics are taken
from W Snedigar Dr. (Primative Road Pasted to B)

065A Canyon Below
& all vegetation




207-18-065A
THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES
TREASURER'S OFFICE
Gila County, Arizona
Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by NORTHERN ILLINOIS PROPERTY INC and situated in Gila County, Arizona:
PARCEL # 207 18 065A Account # R011192
Legal Description: Lots 10 & 11 of Block 34 in Arlington Heights, Plat 31
which on the 17 th day of February 2011, was sold to
STATE OF ARIZONA
for taxes, interest and penalties and charges amounting to $ 623.27 as represented in Tax Sale Certificate No. 09-032462
If redemption according to law be not made before the 28 th day of July , 2014
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.
Debora Savage
Treasurer of Gila County, Arizona

2014-010994 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207 18 081** ACCOUNT NUMBER: **R011256**

DESCRIBED AS : **Lots 1 thru 3 of Block 25 in Arlington Heights , Plat 31**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000011977 **Parcel # :** 207-18-081 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0100 **Map # :** 18 **Parcel Size :** 0.20 acres

Owner Name and Address :

NASH MARY J (1/2 INT)
NASH ANTOINETTE WILLIE III & AVA (1/2)
2501 E HIGHLAND AVE APT 1187
PHOENIX AZ 85016

Property Location :

No #
AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	NASH MARY J (1/2 INT), NASH ANTOINETTE WILLIE III & AVA (1/2)	STATE OF ARIZONA

Legal Description :

ARLINGTON HGTS TWNS LOTS 1 THRU 3 BLK 25

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$1,500.00	**Use Code:**	0001
		Limited Value (LPV):	$1,500.00	**Property Use:**	0001-VL-UNDET-URB-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$240.00		
		Assessed LPV:	$240.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

NASH MARY J (1/2 INT),
NASH ANTOINETTE WILLIE III & AVA (1/2)

and situated in Gila County, Arizona:
PARCEL # 207 18 081 ACCOUNT # R011256

Legal Description: Lots 1 thru 3 of Block 25 in Arlington Heights , Plat 31

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

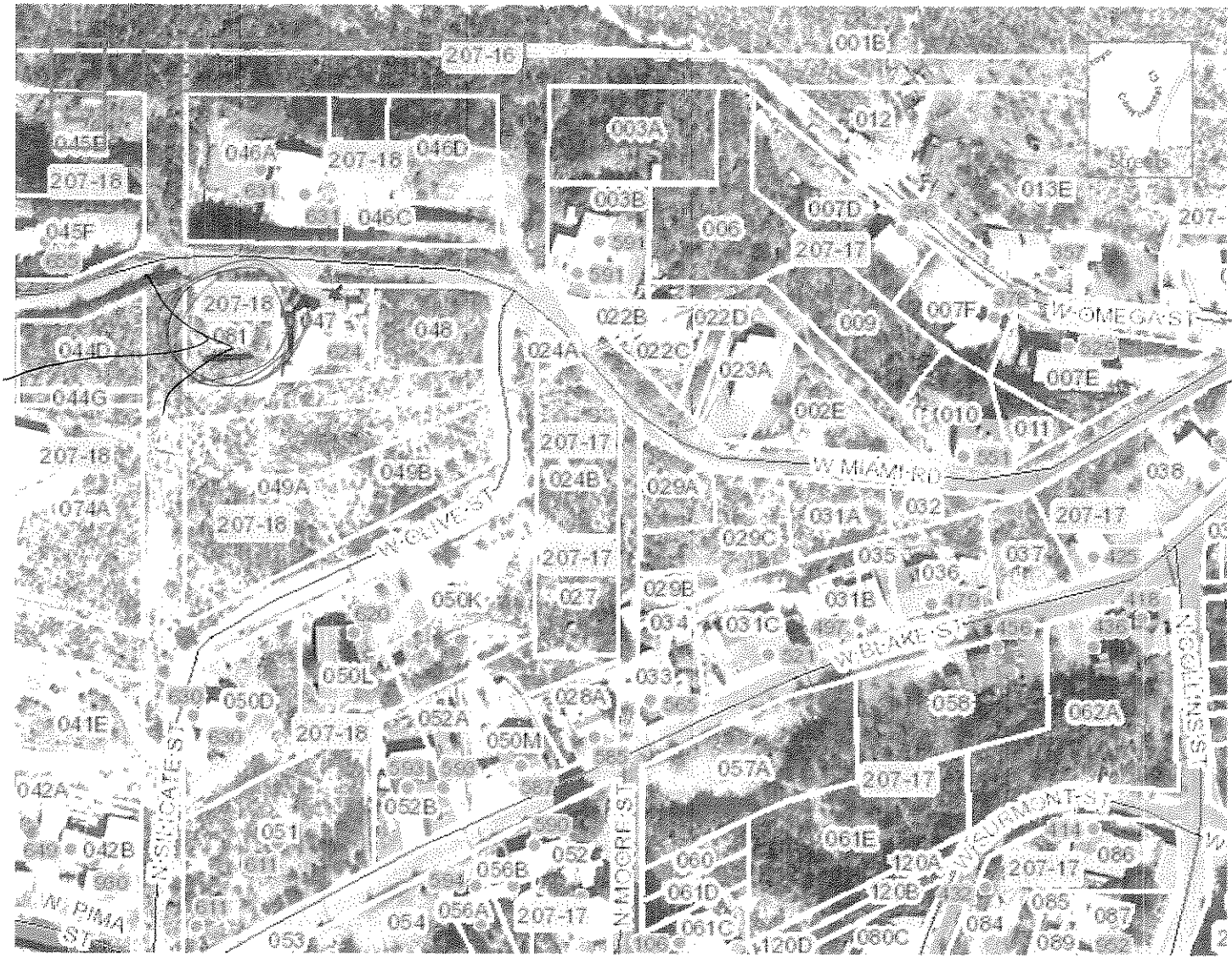
for taxes, interest and penalties and charges amounting to
$ **623.27**
as represented in Tax Sale Certificate No. **09-032464**

If redemption according to law be not made before the **28 th day of July, 2014** .

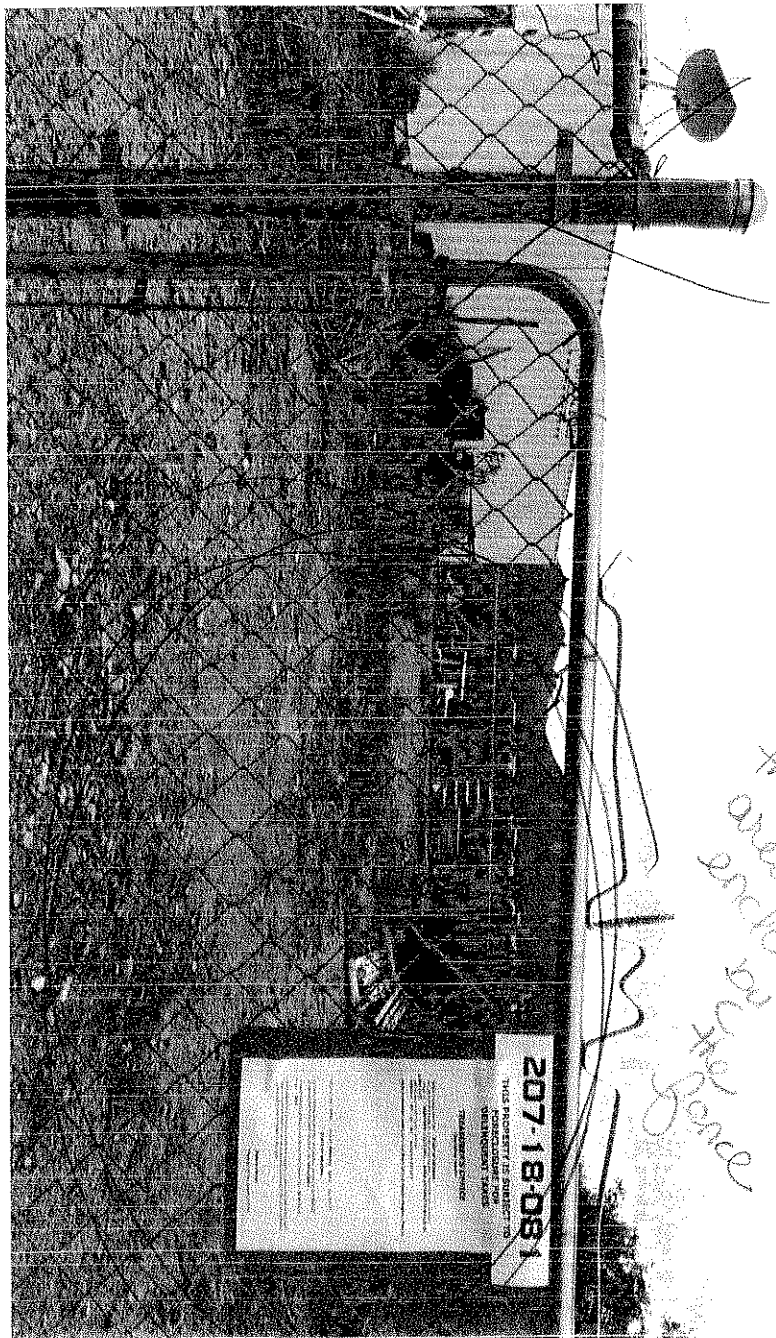
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 623.27
50.00 Clerk's fee
$ 673.27

Debora Savage
Treasurer of Gila County, Arizona

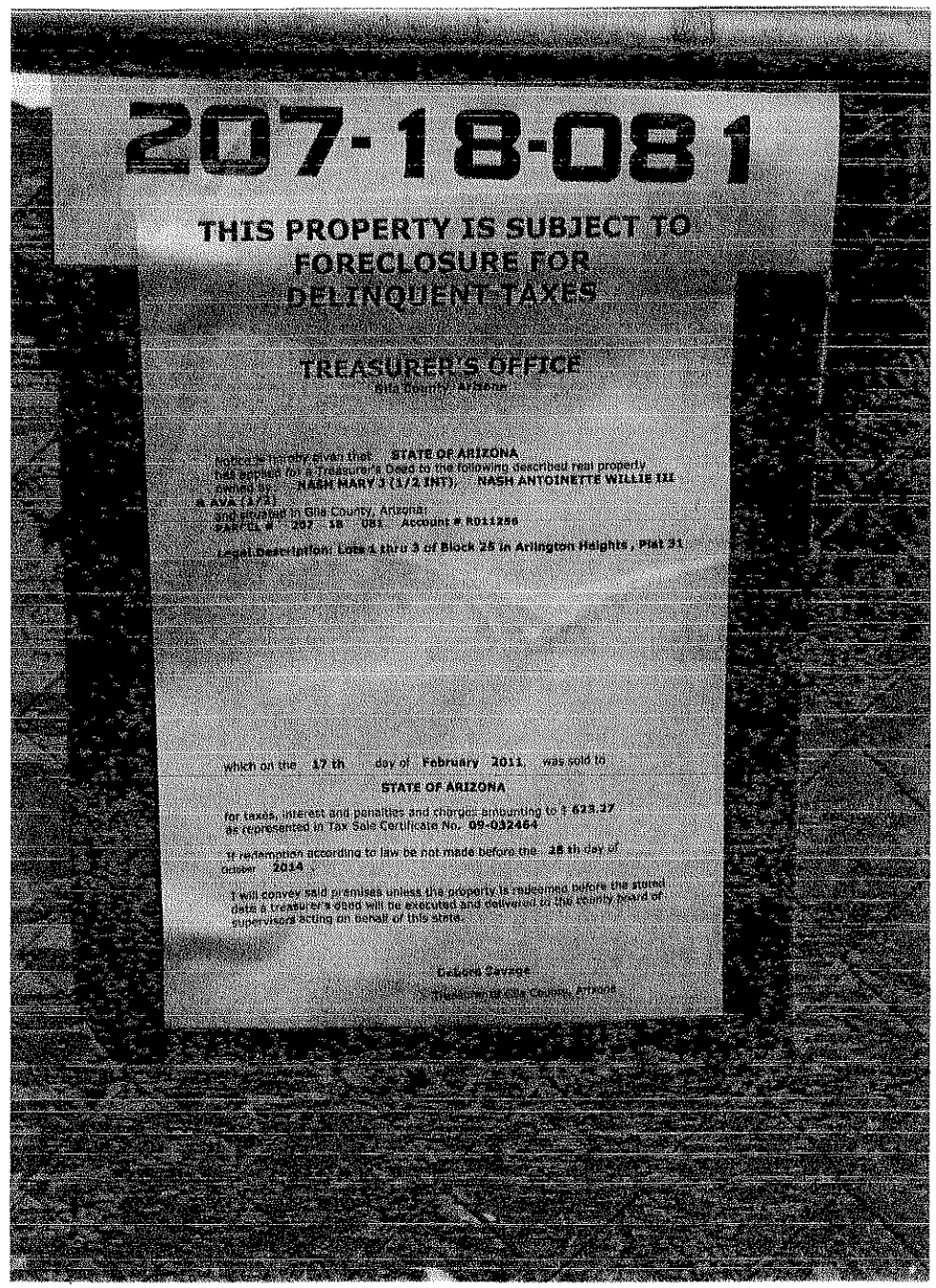

207-16
001B
012
003A
045B
046A
207-18
046D
207-18
003B
013E
045F
046C
006
007D
207-17
207-18
047
048
022B
022D
009
007F
W OMEGA ST
044D
024A
022C
023A
007E
044G
002E
010
011
207-17
W MIAMI RD
038
207-18
049A
049B
024B
029A
074A
207-18
W OLIVE ST
031A
032
207-17
029C
207-17
035
036
037
050K
027
029B
031B
034
031C
W BLAKE ST
050L
033
050D
028A
053
062A
041E
052A
207-18
050M
057A
207-17
042A
052B
N SIRICATE ST
N MOORE ST
051
061E
042B
052
056B
060
120A
207-17
086
061D
120B
085
087
W PIMA ST
054
056A
207-17
061C
084
053
120D
080C
089
Blake St.

207-18-081



Per Martha it is the area enclosed by the fence

Just vacant land



207-18-081

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by **NASH MARY J (1/2 INT), NASH ANTOINETTE WILLIE III & AVA (1/2)** and situated in Gila County, Arizona:
PARCEL # 207 18 081 Account # R011256

Legal Description: Lots 1 thru 3 of Block 25 in Arlington Heights, Plat 31

which on the **17 th** day of **February 2011** was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **623.27** as represented in Tax Sale Certificate No. **09-032464**

If redemption according to law be not made before the **28 th** day of October **2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Deborah Savage

Treasurer of Gila County, Arizona

2014-010995 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **208 02 514** ACCOUNT NUMBER: **R012670**

DESCRIBED AS : **Lot 1 , Block 71, Globe Twns, according to Map # 63, records of Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000013399 **Parcel # :** 208-02-514 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0150 **Map # :** 02 **Parcel Size :** 0.58 acres

Owner Name and Address :

HON RICHARD L

204 S CEDAR AVE
MIAMI AZ 85539

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
4/26/2005	4/26/2005	-	6672	WD	$4,000.00	LAURA WANTLAND	RANDALL W & BRENDA M OLSON
3/28/2007	3/28/2007	-	5303	WD	$14,500.00	RANDALL W & BRENDA M OLSON	RICHARD L HON
11/21/2014	11/21/2014	-	-	TRD	$0.00	HON RICHARD L	STATE OF ARIZONA

Legal Description :

LOT 1 OF BLK 71 OF GLOBE TWNS OF PLAT 63 NW1/4 SEC 25 T1N R15E = 0.58 AC

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$299.00	**Use Code:**	0011
		Limited Value (LPV):	$299.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$48.00		
		Assessed LPV:	$48.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Hon Richard L

and situated in Gila County, Arizona:
PARCEL # 208 02 514 ACCOUNT # R012670

Legal Description: Lot 1 , Block 71 Globe Twns, according to Map # 63, records of Gila County, Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

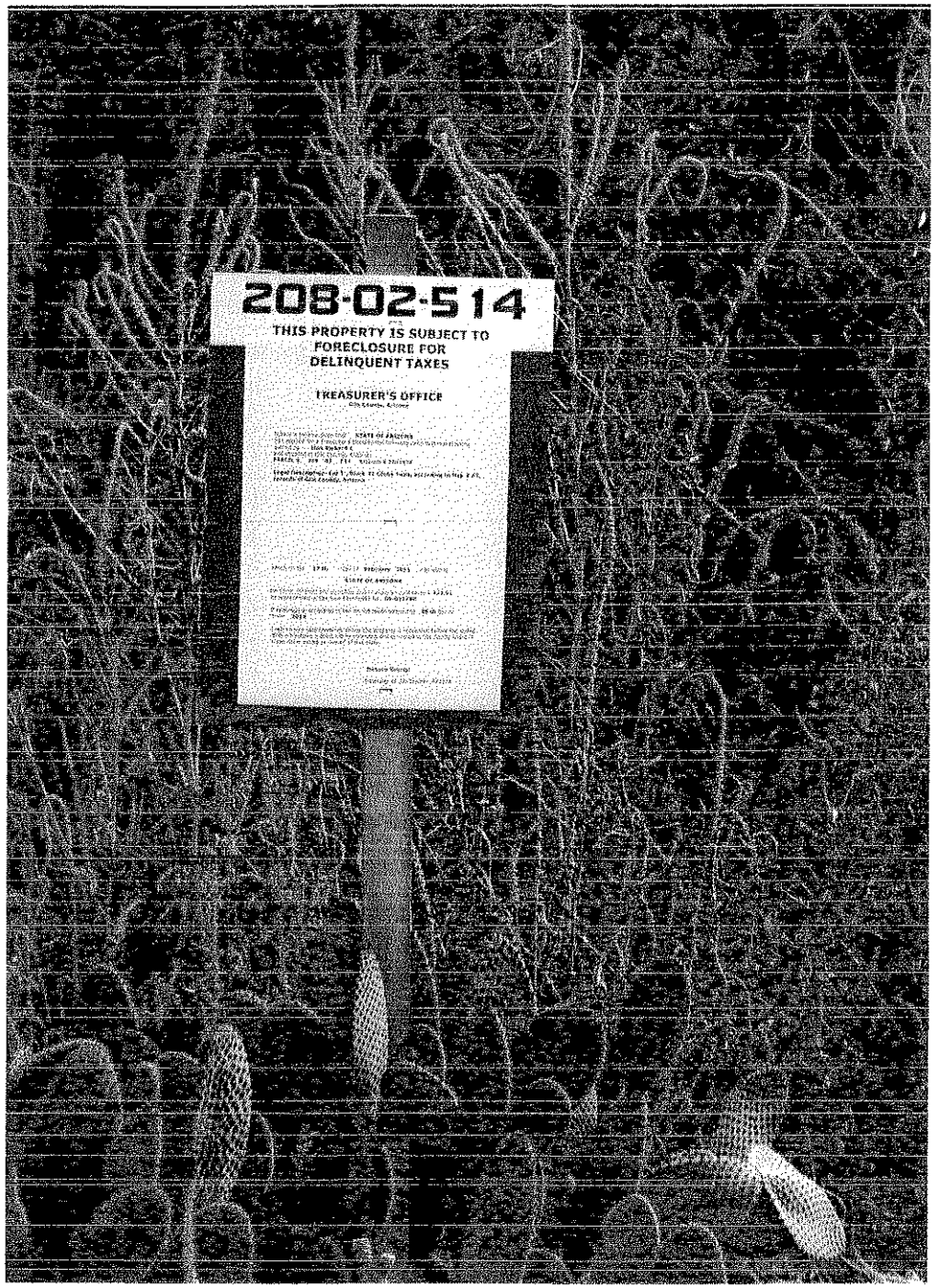
for taxes, interest and penalties and charges amounting to
$ **422.91**
as represented in Tax Sale Certificate No. **09-032480**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 422.91
50.00
$ 472.91

Debora Savage
Treasurer of Gila County, Arizona


208-02-514
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

2014-010996 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **208 04 133S** ACCOUNT NUMBER: **R013208**

DESCRIBED AS : **Lots 9, 10, & 11, Block 57 of East Globe Twns, Plat 17**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000014029 **Parcel # :** 208-04-133S - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 0150 **Map # :** 04 **Parcel Size :** 0.22 acres

Owner Name and Address :

NORTHERN ILLINOIS PROPERTY INC

3011 W 183RD STE 203
HOMEWOOD IL 60430

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/12/2002	11/12/2002	-	-	QC	$1,069.00	BEARD WALLACE J	KULPS OF STRATFORD LLC
4/28/2003	4/28/2003	-	-	WD	$165.00	KULPS OF STRATFORD LLC	USA LAND SALE LLC
2/2/2009	2/2/2009	-	-	WD	$1,115.00	USALANDSALE.COM LLC	NORTHERN ILLINOISE PROPERTY INC
11/21/2014	11/21/2014	-	-	TRD	$0.00	NORTHERN ILLINOIS PROPERTY INC	STATE OF ARIZONA

Legal Description :

LOT 9, 10, 11 BLK 57 E GLOBE TOWNSITE PER 608/159

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$6,680.00	**Use Code:**	0011
		Limited Value (LPV):	$6,680.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$1,069.00		
		Assessed LPV:	$1,069.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

NORTHERN ILLINOIS PROPERTY INC

and situated in Gila County, Arizona:
PARCEL # 208 04 133S ACCOUNT # R013208

Legal Description: Lots 9, 10, & 11, Block 57 of East Globe Twns, Plat 17

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **1,656.20**
as represented in Tax Sale Certificate No. **09-032490**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$1,656.20
50.00 Clerk's fee
$1,706.20

Debora Savage
Treasurer of Gila County, Arizona

208-04-133S

(133N Flores)

208-04-133S

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by: **NORTHERN ILLINOIS PROPERTY INC** and situated in Gila County, Arizona:
PARCEL # 208 04 133S Account # R013208

Legal Description: Lots 9, 10, & 11, Block 57 of East Globe Twns, Plat 17

which on the **17 th** day of **February 2011** was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $ **1,656.20** as represented in Tax Sale Certificate No. **09-032490**

If redemption according to law be not made before the **28 th** day of October **2014**.

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona

2015-000278 TD Page: 1 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

When recorded:
Please hand deliver to : **Gila County Treasurer's Office**

This space reserved for recording information

CAPTION HEADING : Correct Legal Description of Treasurer's Deed

Recording Number #2014-010998

302 14 178 Acct # R019594

DO NOT REMOVE

This is part of the official document.

2014-010998 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

1 of 1
& last pg is 3 of 3 ?

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **302 14 178** ACCOUNT NUMBER: **R019594**

DESCRIBED AS : **Lot 62, Geronimo Estates Unit Three, according to Map #300 and 301, records of Gila County, Arizona, That part of the Westerly 14 ft of Paint Pony Drive lying North of the Easterly extension of the Southerly line of said Lot 62 lying South of the Easterly**

not finished

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

2015-000278 TD Page: 2 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

2015-000278 TD Page: 3 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

Corrected Legal Description should read as follows:

Parcel # 30214178 Acct # R019594

Lot 62, Geronimo Estates Unit Three, according to Map #300 and 301, records of Gila County, Arizona, That part of the Westerly 14 ft of Paint Pony Drive lying North of the Easterly extension of the Southerly line of said Lot 62 lying South of the Easterly extention of the Northerly line of said Lot 62

Gila County Property Report

Thursday, December 18, 2014

Account # : R000021016 **Parcel # :** 302-14-178 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 1004 **Map # :** 14 **Parcel Size :** 0.19 acres

Owner Name and Address :

PINETOP REALTY & INVESTMENT INC

PO BOX 1014
PINETOP AZ 85935

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
6/17/1992	6/17/1992	-	617721	QC	$5,000.00	-	-
11/21/2014	11/21/2014	-	-	TRD	$0.00	PINETOP REALTY & INVESTMENT INC	STATE OF ARIZONA

Legal Description :

LOT 62, GERONIMO ESTATES #3, ALG WITH 14' PAINT PONY DR, PLAT 300 W1/2 SEC 20 T111/2N R10E = 0.19 AC

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$12,915.00	**Use Code:**	0013
		Limited Value (LPV):	$12,915.00	**Property Use:**	0013-VL-RES-RURAL-SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$2,066.00		
		Assessed LPV:	$2,066.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Pinetop Realty & INVESTMENT INC

and situated in Gila County, Arizona:
PARCEL # 302 14 178 ACCOUNT # R019594

Legal Description: Lot 62, Geronimo Estates Unit Three, according to Map #300 and 301, records of Gila County, Arizona, That part of the Westerly 14 ft of Paint Pony Drive lying North of the Easterly extension of the Southerly line of said Lot 62 lying South of the Easterly

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

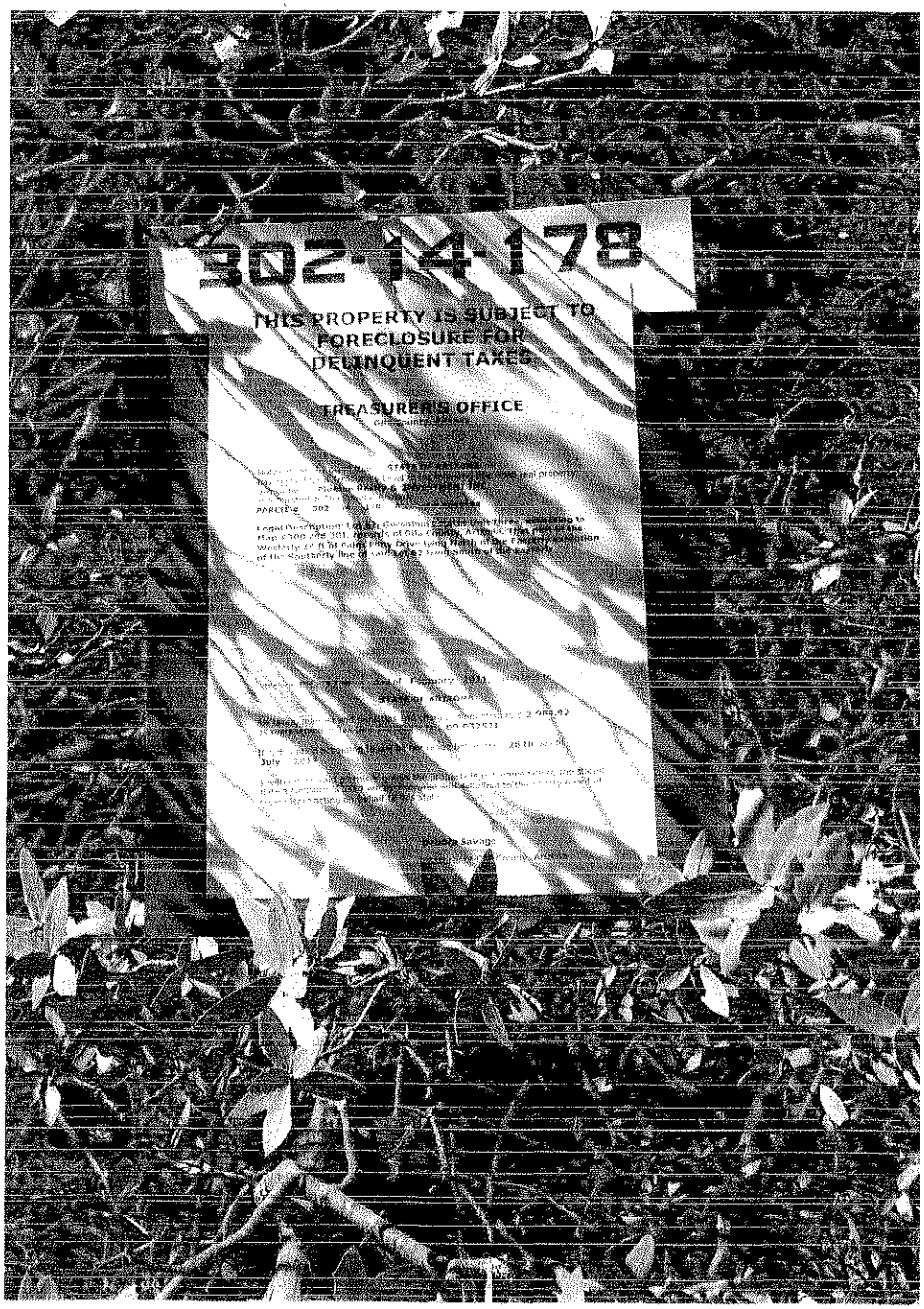
for taxes, interest and penalties and charges amounting to
$ **2,964.92**
as represented in Tax Sale Certificate No. **09-032571**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$2,964.92
50.00 Clerk's fee
$3014.92

Debora Savage
Treasurer of Gila County, Arizona


302-14-178
THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
TREASURER'S OFFICE

2014-010999 TD Page: 1 of 1
11/21/2014 12:34:52 PM Receipt #: 14-7659
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **302 41 144** ACCOUNT NUMBER: **R022005**

DESCRIBED AS : **The East 15 ft of Lot 45, Payson Woodlands, according to Map #108 records of Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000024343 **Parcel # :** 302-41-144 - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 1053 **Map # :** 41 **Parcel Size :** 0.03 acres

Owner Name and Address :

HOCK EDWARD

706 W SUMMIT STREET
PAYSON AZ 85541

Property Location :

No #

312A E AIRLINE BLVD

PAYSON AZ 85541-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	HOCK EDWARD	STATE OF ARIZONA

Legal Description :

PAYSON WOODLANDS LOT 45 E 15' 117/1

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$500.00	**Use Code:**	0011
		Limited Value (LPV):	$500.00	**Property Use:**	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	**Assessed FCV:**	$80.00		
		Assessed LPV:	$80.00		

Disclaimer:

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Hock Edward

and situated in Gila County, Arizona:
PARCEL # 302 41 144 ACCOUNT # R022005

Legal Description: The East 15 ft of Lot 45, Payson Woodlands, according to Map #108 records of Gila County, Arizona

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

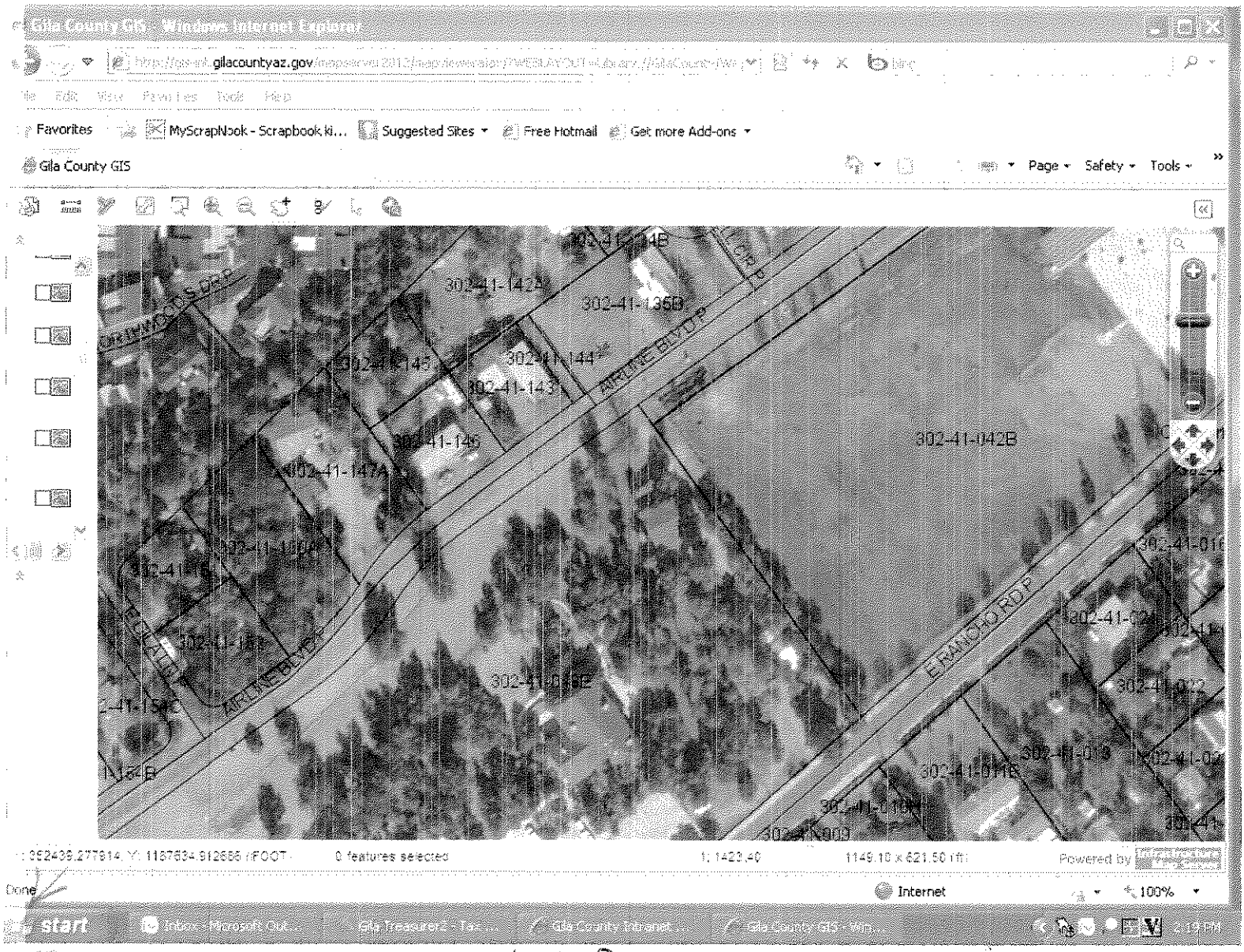
for taxes, interest and penalties and charges amounting to
$ **644.70**
as represented in Tax Sale Certificate No. **09-032603**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$ 644.70
50.00
$ 694.70

Debora Savage
Treasurer of Gila County, Arizona

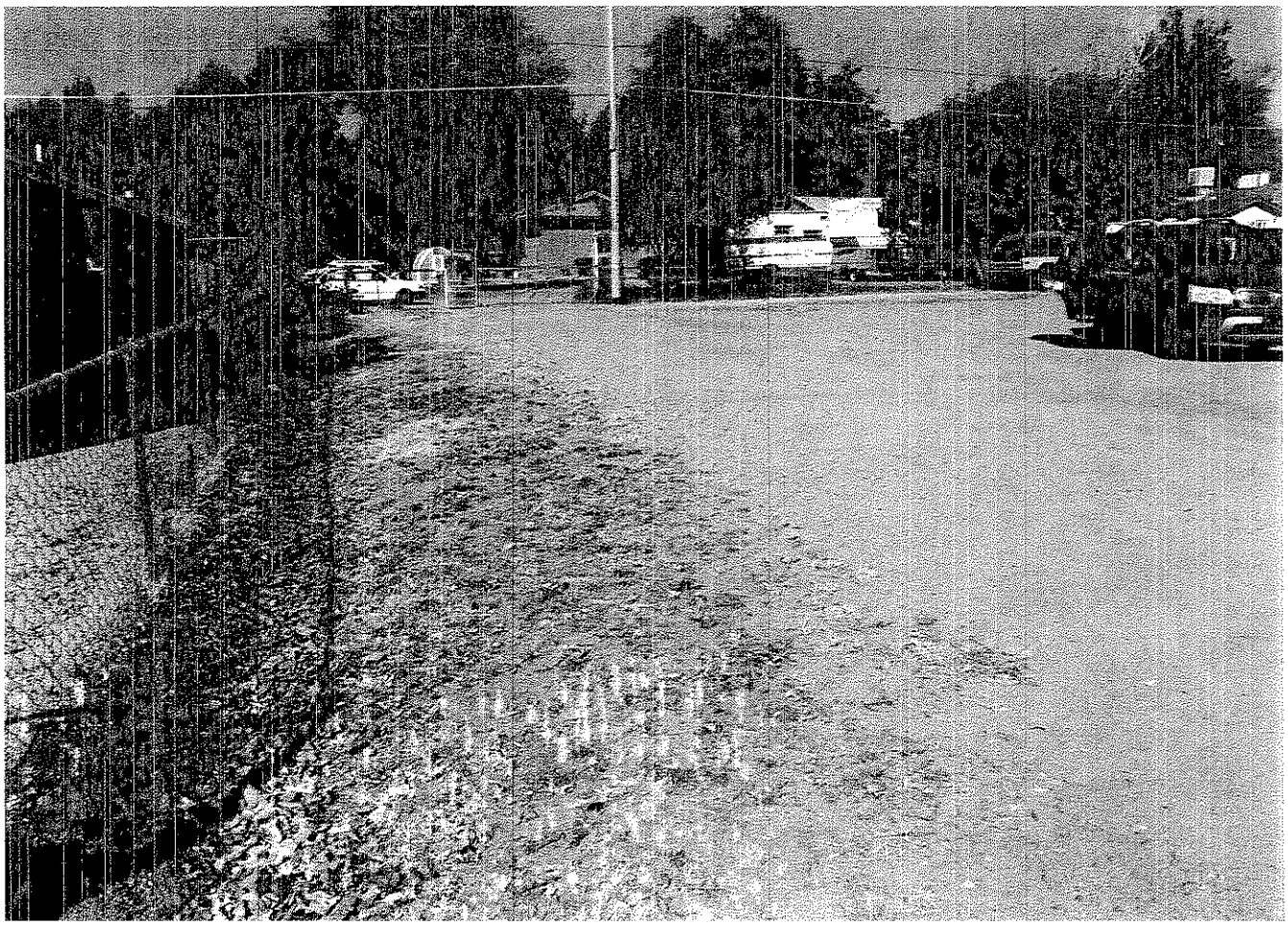


302-41-142A
Sampson, Ronald

Ohio 302-41-144 is
used as a drive
for 142A

87
Turnabout
Right on
Wildline Blvd Dr

ROOFING CIR
AIRLINE BLVD
FOR
SALE
BY OWNER



2014-011000 TD Page: 1 of 1
11/21/2014 12:44:04 PM Receipt #: 14-7660
Rec Fee: $0 Gila County Treasurer
Gila County, Az, Sadie Jo Tomerlin, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **304 33 232G** ACCOUNT NUMBER: **R034041**

DESCRIBED AS : **Shaded AREA "A" Of ROS 3185 Being a portion of lot 231 Tonto Basin**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Gila County Property Report

Thursday, December 18, 2014

Account # : R000035794 **Parcel # :** 304-33-232G - **Appraisal Year :** 2014

Acct Type : Vacant **Tax District :** 1008 **Map # :** 33 **Parcel Size :** 0.00 acres

Owner Name and Address :

HAMMER ROBERT & MARY TRUST
HAMMER ROBERT C JR & MARY TRUSTEES
PO BOX 3263
PAYSON AZ 85547

Property Location :

No #

AZ MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	$0.00	HAMMER ROBERT & MARY TRUST, HAMMER ROBERT C JR & MARY TRUSTEES	STATE OF ARIZONA

Legal Description :

SHADED AREA A OF ROS 3185SW1/4 SEC 25 T9N R10E = 48.60 SQ FT (OUT OF 304-33-232D)

Building Count :

No Records Returned

Valuation:

Value Method:	Market	**Full Cash Value (FCV):**	$100.00	**Use Code:**	0004
		Limited Value (LPV):	$100.00	**Property Use:**	0004-VL-UNDET-RUR-NONSUBDIVID
Assessment Ratio:	16.00 %	**Assessed FCV:**	$16.00		
		Assessed LPV:	$16.00		

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ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Hammer Robert & Mary Trust
HAMMER ROBERT C JR & MARY TRUSTEES

and situated in Gila County, Arizona:
PARCEL # 304 33 232G ACCOUNT # R034041

Legal Description: Shaded AREA "A" Of ROS 3185 Being a portion of lot 231 Tonto Basin

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

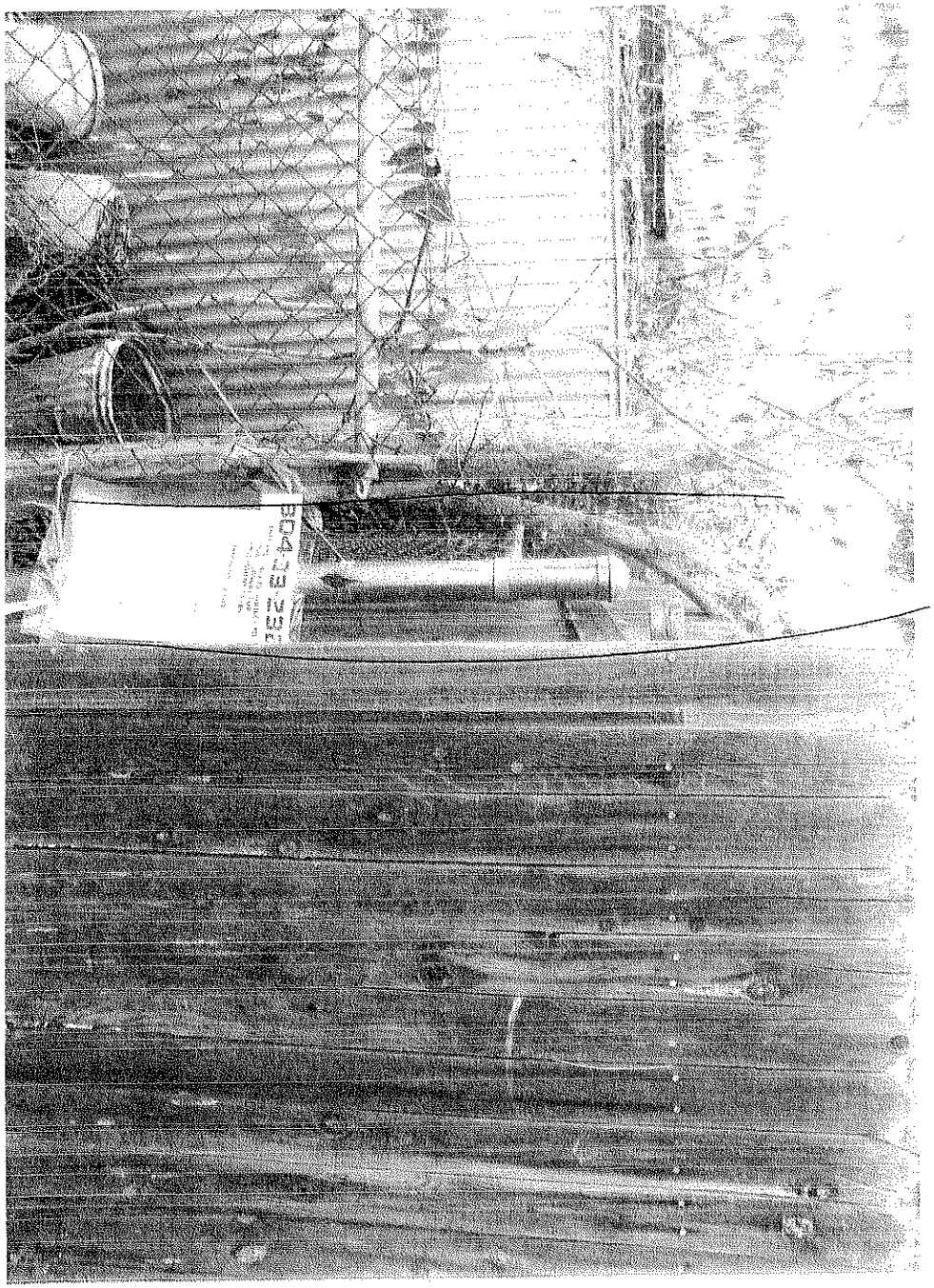
for taxes, interest and penalties and charges amounting to
$ **386.52**
as represented in Tax Sale Certificate No. **09-032772**

If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$386.52
50.00
$436.52

Debora Savage
Treasurer of Gila County, Arizona



a small silver between a fence/property line

304-33-232G

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE
Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by: **Hammer Robert & Mary Trust HAMMER ROBERT C JR & MARY TRUSTEES**
and situated in Gila County, Arizona:
PARCEL # 304 33 232G Account # R034041

Legal Description: Shaded AREA "A" Of ROS 3185 Being a portion of lot 231 Tonto Basin

which on the **17 th** day of **February 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to **$ 386.52** as represented in Tax Sale Certificate No. **09-032772**

If redemption according to law be not made before the **28 th** day of **July , 2014**

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

Debora Savage

Treasurer of Gila County, Arizona

GILA COUNTY BOARD OF SUPERVISORS'
ANNUAL SALE OF LAND THAT IS HELD BY THE STATE UNDER TAX DEED
(Deeded by the County Treasurer in 2014)

Pursuant to A.R.S. §42-18301 through §42-18303, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, will hold a live auction on **TUESDAY, AUGUST 4, 2015**, during its Regular Meeting to sell to the highest bidder the following real property that is held by the State under tax deed. The Regular Meeting will begin at 10:00 a.m. and the auction will take place in the order it is listed on the meeting agenda. The auction will take place at the Gila County Courthouse, Board of Supervisors' Auditorium, 1400 E. Ash Street, Globe, and it will be simultaneously held at the Payson County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson. **Registration of bidders will take place at both locations from 9:00 a.m. to 10:00 a.m.** Bidder/Purchaser or Bidder's/Purchaser's Agent must be present to bid. Payment must be made to the Clerk of the Board by no later than 5:00 p.m. on August 5, 2015. Only cash, cashier's check or money order will be accepted. A separate fee of $10 will also be required to record the quit claim deed.

Prospective purchasers are advised that: 1) THE STARTING BID FOR EACH PROPERTY WILL BE FOR THE TOTAL LIEN AMOUNT; 2) ALL SALES ARE FINAL; 3) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 4) EXAMINE PROPERTY BEFORE BIDDING; 5) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 6) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 7) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 8) NO REFUNDS WILL BE MADE.

PARCEL #	PREVIOUS OWNER	LEGAL DESCRIPTION **(ADDITIONAL INFORMATION IS IN PARENTHESES AND IN BOLD LETTERING, WHICH IS NOT PART OF THE LEGAL DESCRIPTION)**	LIEN AMOUNT ($)
101-07-093A	RODRIGUEZ, JOE A. & BARBARA C/O REBECCA BENTLEY	ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED AND BEING A PORTION OF LOT 6, BLOCK 19, HAYDEN TOWNSITE, ACCORDING TO MAP NUMBER 170, RECORDS OF GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGININNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 7°46'30" W, A DISTANCE OF 98.44 FEET; THENCE NORTH 3°52' W, A DISTANCE OF 94.88 FEET; THENCE SOUTH 78°51'30" E, A DISTANCE OF 40.25 FEET; THENCE NORTH 31°59' E, A DISTANCE OF 50.52 FEET; THENCE SOUTH 62°31' E, A DISTANCE OF 56.55 FEET; THENCE SOUTH 3°34' W, A DISTANCE OF 55.63 FEET; THENCE SOUTH 32°38' W, A DISTANCE OF 172.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, THE POINT OF BEGINNING. SUBJECT, HOWEVER, TO ALL WATER, LIGHT AND GAS EASEMENTS NOW EXISTING ON SAID PARCEL OF LAND. **(737 N. COTTONWOOD LANE, HAYDEN – WITH A SMALL, DILAPIDATED HOUSE.)**	$3,653.69

101-07-115	ARMENTA, MANUEL A.	THE WEST 110.0 FEET OF LOT 4 BLOCK 21 OF HAYDEN TWNS, PLAT 170. **(722 N. SAN PEDRO ROAD, HAYDEN - WITH A HOUSE.)**	$3,597.57
101-07-116	CRUZ, AMPARO L. C/O STELLA MANRIQUEZ	LOT 5 BLOCK 21 OF HAYDEN TWNS, ACCORDING TO THE PLAT THEREOF OF RECORD AS MAP #170, FEE #218735 IN THE OFFICE OF COUNTY RECORDER OF GILA COUNTY, ARIZONA. **(718 N. SAN PEDRO ROAD, HAYDEN, ARIZONA, WITH A SMALL HOUSE.)**	$1,187.96
101-07-123	CORDOVA, YSABEL	LOT 12, BLOCK 21 IN HAYDEN TWNS, PLAT 170. **(255 E. PLAZA AVENUE, HAYDEN. A SMALL VACANT LOT.)**	$865.62
101-07-152	CORDOVA, YSABEL	THE WEST ½ OF LOT 9, BLOCK 22, OF HAYDEN TWNS, ACCORDING TO THE PLAT THEREOF OF RECORD AS MAP #170, FEE #218735. **(NO PHYSCIAL ADDRESS, BUT THIS IS A VACANT LOT ON E. PLAZA AVENUE IN HAYDEN THAT ADJOINS PARCEL 101-07-123-ABOVE.)**	$865.62
101-07-154 (MUST SELL WITH 101-07-155A BECAUSE HOUSE SITS ON BOTH PARCELS)	HUFFINES, LARRY C/O HEALTH MANAGEMENT SYSTEMS, 2122 E. HIGHLAND, STE. 225, PHOENIX, AZ 85016	LOT 10 BLOCK 22 OF HAYDEN TWNS, PLAT 170. **(503 W. FIFTH STREET, HAYDEN WITH A DILAPIDATED HOUSE. AHCCS HAS A LIEN ON THIS PROPERTY FOR $264,000 AS OF 7/2008. HOUSE SITS PARTIALLY ON PARCEL 101-07-155A SO BOTH PARCELS MUST BE SOLD TOGETHER.)**	~~$860.76~~ SEE TOTAL PRICE FOR BOTH PARCELS - BELOW
101-07-155A (MUST SELL WITH 101-07-154 BECAUSE HOUSE SITS ON BOTH PARCELS)	HUFFINES, LARRY C/O HEALTH MANAGEMENT SYSTEMS, 2122 E. HIGHLAND, STE. 225, PHOENIX, AZ 85016	ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED AND BEING A ROADWAY 20.00 FEET WIDE BETWEEN LOTS 10 AND 11, BLOCK 22 OF HAYDEN TOWNSITE, MAP NO. 170, RECORDS OF GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10; THENCE SOUTH 22°55' WEST, A DISTANCE OF 69.65 FEET; THENCE NORTH 64°5' WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 22°55' EAST, A DISTANCE OF 69.65 FEET; THENCE SOUTH 64°5' EAST, 20 FEET TO THE POINT OF BEGINNING. **(511 W. FIFTH STREET, HAYDEN. THE HOUSE THAT IS ON PARCEL 101-07-154 SITS PARTIALLY ON THIS PARCEL, SO BOTH PARCELS MUST BE SOLD TOGETHER. AHCCCS HAS A LIEN ON THE PROPERTY.)**	~~$721.81~~ $1,582.57
101-07-164	BOLTAREZ, MARCOS R. III & MAGDALENA C.	LOT 7 BLOCK 23, HAYDEN TWNS PER MAP #170 AS RECORDED IN THE GILA COUNTY RECORDER'S OFFICE, GILA COUNTY, ARIZONA. **(509 W FOURTH STREET, HAYDEN WITH A SMALL HOUSE.)**	$2,206.89
101-07-292	ROMERO, HENRY R. C/O STELLA MANRIQUEZ	LOT 25 BLOCK 27 HAYDEN TWNS, GILA COUNTY, STATE OF ARIZONA **(201 E. PLAZA AVENUE, HAYDEN, WITH A SMALL HOUSE-DUE TO FIRE, ONLY STUCCO FRAME REMAINS WITH NO ROOF.)**	$5,736.15
101-07-312	PADILLA, ROBERT & PADILLA, JOSEPH	LOT 45, BLOCK 27, HAYDEN TWNS ACCORDING TO PLAT THEREOF AS MAP #170, FEE #218735, GILA COUNTY OFFICIAL RECORDS. **(631 SAN**	$4,674.34

		PEDRO AVENUE, HAYDEN; A SMALL PIECE OF VACANT LAND.)	
101-09-017	LONGTERM LAND L.P.	LOT 10, BLOCK 8 HAYDEN TWNS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, AZ, RECORDED IN MAP #170, EXCEPT ALL MINERALS RESERVED AND DESCRIBED IN INSTRUMENT RECORDED IN DOCKET #48, PAGE 188. **(568 N. UTAH AVENUE, HAYDEN; VACANT LAND NEXT TO THE WATER TREATMENT PLANT.)**	$4,639.04
101-09-018	LONGTERM LAND L.P.	LOT 11, BLOCK 8 HAYDEN TWNS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, AZ, RECORDED IN MAP #170, EXCEPT ALL MINERALS RESERVED AND DESCRIBED IN INSTRUMENT RECORDED IN DOCKET #48, PAGE 188. **(562 UTAH AVENUE, HAYDEN; VACANT LAND BY THE WATER TREATMENT PLANT.)**	$4,271.72
101-09-060	CRUZ, MICHAEL J., CONSERVATOR FBO CRUZ, BEVERLY D. & JOR-DAN RAINE CRUZ	LOT 2, BLOCK 11 OF HAYDEN TWNS ACCORDING TO THE PLAT THEREOF OF RECORD AS MAP #170, FEE #218735, RECORDS OF THE COUNTY RECORDER, GILA COUNTY, ARIZONA. **(590 N. VELASCO AVENUE, HAYDEN, WITH A HOUSE THAT WAS DESTROYED BY FIRE.)**	$4,623.98
101-10-030B	FRED T. ASH AND SONS C/O PHILIP K. YOUNG	PART OF THE NORTHEAST SECTION 23, TOWNSHIP 5 SOUTH, RANGE 15 EAST COMMENCING AT THE NORTHEAST CORNER OF SECTION 23; THENCE SOUTH 69°59’39” WEST, 952.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°26’ WEST, 8.86 FEET; THENCE SOUTH 47°4’16” WEST, 179.29 FEET; THENCE SOUTH 43°8’30” EAST, 9.47 FEET; THENCE NORTH 46°51’30” EAST, 180.28 FEET TO THE POINT OF BEGINNING**. (A SMALL SLIVER OF LAND OFF OF STATE HWY. 177 IN HAYDEN, NEXT TO A CLOSED CONVENIENCE STORE AND GAS STATION.)**	$1,847.65
101-12-086	GARCIA, MANUEL O. & GARCIA, VERA M. C/O GLORIA WADDELL	THE SOUTH 61.5 FEET OF LOTS 3 AND 4, BLOCK 13 IN WINKELMAN TWNS, PLAT 36. **(322 W. FIRST STREET, WINKELMAN, WITH A HOUSE.)**	$2,363.36
101-12-109A	MACHADO, AGNES	ALL OF LOTS 1 AND 2, BLOCK 15, WINKELMAN TWNS ACCORDING TO MAP #36, RECORD OF GILA COUNTY, ARIZONA, EXCEPT THE NORTH 62.5 FEET. **(201 N. THORNE AVENUE, WINKELMAN; A VACANT LOT. THE TOWN OF WINKELMAN HAS A LIEN AGAINST THIS PROPERTY IN THE AMOUNT OF $2,988.80 AS OF FEBRUARY 2007.)**	$6,509.50
201-06-040C	EWING, GEORGE A. & LINDA G.	PT SE SEC 36 T6N R10E; COMM NE COR SE SE SEC 36; TH S 89-58 W 314.45’ TO POB; TH N 03-01-38 W 29.17’; TH N 00-11 W 18.13’; TH S 82-05-	$3,678.66

		40 W 345.54'; TH N 89-58 E 344.97' POB; APPROX. 0.12 AC M/L. **(THIS PARCEL RUNS ALONG SYCAMORE LANE, WHICH IS OFF OF HWY. 188 IN TONTO BASIN. THIS IS AN OVERHEAD ELECTRICAL EASEMENT PER RECORD OF SURVEY 309 AS OF NOVEMBER 1988.)**	
201-08-011V	FUNSTON, LINDA M., TRUSTEE, FOR FUNSTON, FRED & LINDA, TRUST	PARCEL B OF ROS 750, EXCEPT PARCELS B-1, B-2, B-3, B-4 & B-5 OF ROS 1243 IN SECTION 23, TOWNSHIP 6 NORTH, RANGE 10 EAST. **(A PARCEL OF LAND CREATED DUE TO A HIGHWAY REALIGNMENT IN 1993. NW SIDE OF HWY. 188 IN TONTO BASIN. END OF TONTO CREEK STORAGE TO END OF MULLER PARCEL 201-08-011-U.)**	$533.97
201-08-026K	EWING, GEORGE A. & LINDA G.	BEG NE COR PARCEL 1-B ROS 2857, TH N85D56'16 E 109.86'; TH S28D31'14 E 200.16'; TH S66D35'17 W 100.40'; TH N28D31'14 W 203.58' TO POB SEC23 T6N R10E;=0.46AC (OUT OF 201-08-026E). **(A PARCEL OF LAND CREATED DUE TO A HIGHWAY REALIGNMENT IN 1993. NW SIDE OF HWY. 188 IN TONTO BASIN BETWEEN QUAIL TRAIL AND CRAPPIE LANE.)**	$408.66
201-08-041D	EWING, GEORGE A. & LINDA G. (1/2 INT); JH ENTERPRISES (1/2 INT)	PORTION OF SECTION 23 T6N R10E; COMM AT THE W ¼ COR SECTION 23; TH S0-34-56E 1315.71'; TH S0-31-21E 120.50'; TH S89-48-58E 1839.14' TO POB; TH N28-31-14W 412.42'; TH N66-35-17E 100.39'; TH S28-31-14E 458.24'; TH N89-48-58W 114.01' TO POB; = 1ACRE M/L (OUT OF 201-08-006G7**). (A PARCEL OF LAND CREATED DUE TO A HIGHWAY REALIGNMENT IN 1993. NW SIDE OF HWY. 188 IN TONTO BASIN BETWEEN EARL ROAD AND QUAIL TRAIL.)**	$1,218.58
205-04-003X	BREWER, LONNY M. & MELISSA A.	COMM COR 2 ORIENT 3 LODE CLAIM; TH S 55 DEGREES 3 MINUTES W 190.17' TO POB; TH CONTINUING SOUTH 55 DEGREES 3 MINUTES W 109.19'; TH SOUTH 57 DEGREES 25 MINUTES 50 SECONDS E 32.88'; TH CURV RIGHT 83.64'; TH NORTH 44 DEGREES 37 MINUTES E 18.15' TO POB. **(SMALL TRIANGULAR SHAPED PARCEL ON CORNER OF E. KELLY RANCH ROAD AND E. HOOPES ROAD LOCATED IN THE WHEATFIELDS AREA OF GLOBE.)**	$515.41
205-18-026	MORRISON, HUGH	LOT 16 OF EL MIRADOR ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP 390. **(733 E. SENITA DRIVE, GLOBE, WITH A MOBILE HOME.)**	$2,718.20
206-03-009	MEEKS, DEANNA	LOT 9, BLOCK 20 OF MIAMI MAP #2 ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP #23. **[3736 E. GORDON STREET, CLAYPOOL, WITH A HOUSE. THIS PROPERTY HAS 3**	$2,861.46

		LIENS: AHCCCS, GILA COUNTY COMMUNITY DEVELOPMENT DIVISION, AND A JUDGEMENT (MIDLAND FUND).]	
206-09-041	URQUIDEZ, OSCAR V. & FLORA M.	THAT CERTAIN PORTION OF LOT 1, BLOCK 6, COBRE VALLE TOWNSITE, ACCORDING TO MAP NO. 56, RECORDS OF GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 6; THENCE TO THE SOUTHWEST CORNER, A DISTANCE OF 38.90 FEET; THEN EAST, A DISTANCE OF 57 FEET; THENCE NORTH, A DISTANCE OF 38.90 FEET; THENCE TO THE NORTHWEST CORNER TO THE POINT OF BEGINNING, A DISTANCE OF 57 FEET. **(3897 E. GREER STREET, CLAYPOOL, WITH A DILAPIDATED HOUSE.)**	$3,193.41
206-10-022	GUZMAN, PATRICIA	THE SURFACE AND THE GROUND TO A DEPTH OF 100 FEET LYING BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED REAL PROPERTY: LOT 6, BLOCK 1 OF EAST MIAMI TWNS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP #49. **(6117 S. MARION STREET, CLAYPOOL. VACANT PARCEL WITH A PARTIAL FOUNDATION THAT IS LOCATED OFF OF A HILLSIDE.)**	$774.41
206-10-068H	LEON, JOSE C. (1/2 INT.) & LEON, ROMELIA P. (ESTATE OF) (1/2 INT.)	LOT 7 OF BLOCK 13, THE NORTH ½ PHILLIPS ST ADJ TO LOT 7 AND THE EAST 20.0' OF WILSON AVE ADJ TO LOT 7 IN EAST MIAMI TWNS, PLAT 49; 0.12 AC. **(THERE IS NO ACCESS TO THIS PARCEL, WHICH IS ON A HILLSIDE. AHCCCS HAS A LIEN ON THIS PROPERTY FOR $2,000 AS OF 2008.)**	$577.93
206-10-104	EZELL, LLOYD & KATHLEEN C/O HEALTH MANAGEMENT SYSTEMS, PO BOX 10530, PHOENIX, AZ 85064	LOT 6, BLOCK 16 OF EAST MIAMI TWNS, PLAT 49. **(6151 S. CALLE DE LOMA, CLAYPOOL WITH A DILAPIDATED HOUSE. AHCCCS HAS A LIEN ON THIS PROPERTY FOR $42,441.30.)**	$7,091.97
206-17-023	HALL, HOWARD A.	LOT 406, BLOCK 15, MIAMI TWNS, MARS ADDITION, GILA COUNTY, ARIZONA. **(A PARCEL LOCATED ON A HILLSIDE IN MIAMI THAT CONTAINS A UTILITY POLE.)**	$717.93
206-22-036	PHILPOT, JANIS L. – ESTATE OF	THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY: LOT 403, AND SOUTHEAST QUARTER OF LOT 913, BLOCK 124 OF INSPIRATION ADDITION OF THE ORIGINAL TOWNSITE OF MIAMI, ACCORDING TO THE PLAT OR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA,	$3,523.27

		RECORDED IN MAP NO. 28. **(182 S. FRANZ AVENUE, MIAMI, WITH A HOUSE. THE TOWN OF MIAMI HAS A LIEN ON THIS PROPERTY FOR $831.00 AS OF 2004.)**	
207-01-007R	MARLOW, DAVID MICHAEL	THAT CERTAIN PIECE OR PARCEL OF LAND LYING IN AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 88°23'42" EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 45.15 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 88; THENCE SOUTH 00°02'23" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 88, A DISTANCE OF 725.00 FEET; THENCE NORTH 88°23'42" EAST, A DISTANCE OF 420.00 FEET; THENCE SOUTH 00° 02'23" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°23'42" EAST, A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE SOUTH 00°02'23" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 88°23'42" EAST, A DISTANCE OF 154.76 FEET; THENCE NORTH 00°02'23" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 88°23'42" WEST, A DISTANCE OF 154.76 FEET TO SAID TRUE POINT OF BEGINNING. **(A VACANT PIECE OF LAND IN GLOBE OFF OF HWY. 60 AND BELOW THE OLD WEST CENTER.)**	$1,114.43
207-13-056	GALLOWAY, MARK	LOT 90 OF OLD DOMINION COMPANY'S SUBDIVISION NORTH GLOBE, PLAT 3**. (THERE ISN'T ANY INGRESS OR EGRESS TO THIS PARCEL; IT IS SHRUBS AND HILLSIDE IN GLOBE.)**	$433.49
207-17-049B	MATHIS, RONALD J. & PAMELA S.	LOT 36, BLOCK 8 IN WEST GLOBE TWNS, PLAT 27 **(A HILLSIDE OFF OF BLAKE STREET IN GLOBE WITHOUT ANY INGRESS OR EGRESS.)**	$709.91
207-18-065A	NORTHERN ILLINOIS PROPERTY INC.	LOTS 10 & 11 OF BLOCK 34 IN ARLINGTON HEIGHTS, PLAT 31. **(A CANYON BETWEEN W. SNELL DRIVE AND W. INDIAN AVENUE IN GLOBE.)**	$673.27
207-18-081	NASH, MARY (1/2 INT) & NASH, ANTOINETTE, WILLIE III & AVA (1/2)	LOTS 1 THRU 3 OF BLOCK 25 IN ARLINGTON HEIGHTS, PLAT 31. **(A VACANT PARCEL IN GLOBE OFF OF W. MIAMI ROAD.)**	$673.27
208-02-514	HON, RICHARD L.	LOT 1, BLOCK 71 GLOBE TWNS, ACCORDING TO MAP #63, RECORDS OF GILA COUNTY, ARIZONA. **(A HILLSIDE OFF OF E. MESA STREET, GLOBE, NEAR NOFTSGER HILL INN.)**	$472.91

208-04-133S	NORTHERN ILLINOIS PROPERTY INC.	LOTS 9, 10 & 11, BLOCK 57 OF EAST GLOBE TWNS, PLAT 17. **(A HILLSIDE INTO A CANYON AND OFF OF N. COCHISE STREET, GLOBE.)**	$1,706.20
302-14-178	PINETOP REALTY & INVESTMENT INC.	LOT 62, GERONIMO ESTATES UNIT THREE, ACCORDING TO MAP #300 AND 301, RECORDS OF GILA COUNTY, ARIZONA. THAT PART OF THE WESTERLY 14 FT OF PAINT PONY DRIVE LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 62 LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 62. **(A SMALL PARCEL OF LAND OFF OF HWY. 87 TOWARDS PINE ON CONTROL ROAD TO GERONIMO ESTATES.)**	$3,014.92
302-41-144	HOCK, EDWARD	THE EAST 15 FT OF LOT 45, PAYSON WOODLANDS, ACCORDING TO MAP #108 RECORDS OF GILA COUNTY, ARIZONA. **(A NARROW PARCEL OFF OF AIRLINE BLVD. IN PAYSON THAT IS USED AS THE INGRESS/EGRESS FOR PARCEL 302-41-142A.)**	$694.70
304-33-232G	HAMMER, ROBERT & MARY, TRUST; HAMMER,, ROBERT C. JR. & MARY, TRUSTEES	SHADED AREA “A” OF ROSE 3185 BEING A PORTION OF LOT 231 TONTO BASIN. **(A VERY NARROW PARCEL BETWEEN TWO FENCED PROPERTIES. THIS PROPERTY WAS LEFT OFF A LOT LINE ADJUSTMENT WHICH CREATED A NEW PARCEL.)**	$436.52

ARF-3274 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 08/04/2015
Submitted For: Linda O'Dell, School Superintendent
Submitted By: Dr. Linda O'Dell, School Superintendent, School Superintendent's Office
Department: School Superintendent's Office

Information

Request/Subject

Information/Discussion/Action to acknowledge the withdrawal of the Gila County School Superintendent from the Arizona Education and Technology Consortium along with four other County School Superintendents, which effectively terminates the Intergovernmental Agreement that was approved by the Gila County Board of Supervisors on July 1, 2014.

Background Information

On July 1, 2014, the Gila County Board of Supervisors approved an intergovernmental Agreement (IGA) among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium (Consortium) for the purpose of establishing, managing, and operating a statewide interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium.

The five County School Superintendents named above serve as the "Lead" Superintendents and fiscal agent for each of their respective Regional Education Service Centers, created to support implementation of Arizona's "Race to the Top" (RTTT) Phase 3 grant activities as called out in the $25 million federal grant awarded to the state through the U.S. Department of Education. The Gila County School Superintendent's Office serves as the fiscal agent for the East Central Regional Education Service Agency, in partnership with the offices of the School Superintendents of Pinal, Graham and Greenlee Counties.

Initial funding for the Consortium came from a $29,000 allocation of

RTTT funds from each of the five regional service centers. It was intended and envisioned that the Consortium and its activities would be subsequently sustained through fees for services, grants and other funding sources. The IGA established a 15-member Board of Directors consisting of three (3) representatives from each of the five (5) regions; the Board was first convened in late July, 2014. In accordance with the terms of the IGA, the five Lead County School Superintendents designated the Pima County School Superintendent's Office as the fiscal agent for the Consortium.

The Consortium Board developed a strategic plan with short and long-term goals, including a number of budget scenarios depicting projected expenses, service cost-points, and revenues. An Executive Director was hired and charged with facilitating implementation of the strategic plan. The Executive Director resigned within weeks after being hired, relating in her resignation letter that research into similar endeavors indicated that the goals and activities of the Consortium were not fiscally sustainable in the long-term. Three of the Regional Service Centers then developed a proposal wherein they would collaborate to implement the Board's strategic plan. However, it was quickly determined by all involved that timing and the lack of sufficient resources as well as expense-revenue projections were serious barriers to successful implementation and long-term sustainability as envisioned. Members of the Board agreed that the best-case scenario appeared to be to recommend that the Lead County School Superintendent of each Regional Service Center withdraw from the IGA, which would result in its dissolution and the termination of the Consortium.

The Pima County School Superintendent's Office notified all parties that all five lead County School Superintendents had provided notice of intent to withdraw from the IGA as of May 15, 2015. The IGA was deemed officially dissolved as of June 12, 2015. In accordance with the IGA, remaining funds of the Consortium were evenly divided among and returned to the lead County School Superintendent of each of the five regional education service centers. A warrant in the amount of $23,536.47 was received by the Gila County School Superintendent's Office from the Pima County School Superintendent's Office with a letter to that effect dated June 17, 2015.

<u>Evaluation</u>

The Gila County School Superintendent withdrew from the Arizona Education and Technology Consortium along with the four other County School Superintendents, which effectively terminates the Intergovernmental Agreement that was approved by the Gila County Board of Supervisors on July 1, 2014.

Conclusion

On July 1, 2014, the Gila County Board of Supervisors approved an Intergovernmental Agreement (IGA) among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium. The Gila County School Superintendent, along with the four other County School Superintendents named in the IGA, withdrew from the Arizona Education and Technology Consortium as of May 17, 2015, which effectively terminates the IGA. The IGA was officially dissolved as of June 12, 2015 and remaining Consortium funds disbursed to the five County School Superintendents.

Recommendation

It is recommended that the Gila County Board of Supervisors acknowledge the withdrawal of the Gila County School Superintendent from the Arizona Education and Technology Consortium along with four other County School Superintendents, which effectively terminates the Intergovernmental Agreement that was approved by the Gila County Board of Supervisors on July 1, 2014.

Suggested Motion

Information/Discussion/Action to acknowledge the withdrawal of the Gila County School Superintendent from the Arizona Education and Technology Consortium along with four other County School Superintendents, which effectively terminates the Intergovernmental Agreement that was approved by the Gila County Board of Supervisors on July 1, 2014. **(Dr. Linda O'Dell)**

Attachments

Letter Re Arizona Education and Technology Consortium

7-1-14 IGA with Pima County

Received 6-29-15
Scanned & emailed
to: M Pastor
T Martin
J Marcanti
D McDaniel

Linda Arzoumanian, Ed.D.
Pima County School Superintendent

Debbie D'Amore
Chief Deputy

200 North Stone Avenue • Tucson, Arizona 85701
www.schools.pima.gov • Email: schools@schools.pima.gov

Phone: 520.724.8451
Fax: 520.770.4210

June 17, 2015

Dr. Linda O'Dell
Gila County School Superintendent
1400 E. Ash St.
Globe, AZ 85501

Dear Linda:

On May 14, 2015, all five lead County School Superintendents named under the Intergovernmental Agreement to form the *Arizona Educational Technology Consortium* (AZETC) decided to withdraw from the AZETC effectively terminating the Agreement. This started a 30-day window in order for any remaining claims against the AZETC to be submitted and paid. At this time, all claims against AZETC have been received and have been liquidated. The AZETC is terminated effective June 12, 2015.

Pursuant to Section 9, Paragraph A, the Board has determined that each lead County School Superintendent shall receive a pro-rata basis distribution of the remaining balance in the amount of **$23,536.47**. With this letter, you will find a warrant in your county's name for this amount.

If you have any remaining questions or concerns, please feel free to contact me at (520) 724-8451 or ricky.hernandez@schools.pima.gov.

Sincerely,

Ricardo D. Hernández
Chief Financial Officer

cc: Marian Sheppard, Clerk of the Board, Gila County
File

2014-006244 IGA Page: 1 of 9
07/02/2014 10:18:21 AM Receipt #: 14-4270
Rec Fee: $0 Gila Count Board Of Supervisors
Gila County, Az, Sadie Jo Tomerlin, Recorder

When recorded deliver to:
Marian Sheppard, Clerk
Gila County Board of Supervisors

CAPTION HEADING:

Intergovernmental Agreement

among

the Pima County School Superintendent,

the Maricopa County School Superintendent,

the Yavapai County School Superintendent,

the Gila County School Superintendent

and

the Navajo County School Superintendent

(dated 7-1-14)

DO NOT REMOVE

This is part of the official document

INTERGOVERNMENTAL AGREEMENT AMONG THE PIMA COUNTY SCHOOL SUPERINTENDENT, THE MARICOPA COUNTY SCHOOL SUPERINTENDENT, THE YAVAPAI COUNTY SCHOOL SUPERINTENDENT, THE GILA COUNTY SCHOOL SUPERINTENDENT AND THE NAVAJO COUNTY SCHOOL SUPERINTENDENT.

This is an Intergovernmental Agreement, hereinafter referred to as "IGA" entered into by and among Pima County, on behalf of the Pima County School Superintendent, Maricopa County, on behalf of the Maricopa County School Superintendent, Yavapai County, on behalf of the Yavapai County School Superintendent, Gila County, on behalf of the Gila County School Superintendent, and Navajo County, on behalf of the Navajo County School Superintendent.

1. **Recitals**
   The purpose of this IGA is to establish the Arizona Education and Technology Consortium ("Consortium") for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium.

2. **Authority**
   The counties and county school superintendents have the authority to enter into this agreement pursuant to A.R.S. §§ 11-952 and 15-302(C).

3. **Regions Defined**
   A. For purposes of this IGA, the State of Arizona is divided into five (5) Regions defined as:

      i. East Central Regional Service Center (ECRSC) shall include Graham County, Greenlee County, Gila County, and Pinal County; and
      ii. Maricopa County Education Service Agency (MCESA) shall include Maricopa County;
      iii. Northeastern Arizona Regional Service (NEAZRC) shall include Apache County, Coconino County, and Navajo County;
      iv. Southern Arizona Regional Education Center (SAREC) shall include Cochise County, Pima County, and Santa Cruz County;
      v. West Central Regional Service Center (WCRSC) shall include La Paz County, Mohave County, Yavapai County, and Yuma County.

   B. The Lead County School Superintendent for each Region is:

      i. For ECRSC, the lead shall be Gila County
      ii. For MCESA, the lead shall be Maricopa County.

iii. For NEAZRC, the lead shall be Navajo County.
iv. For SAREC, the lead shall be Pima County
v. For WCRSC, the lead shall be Yavapai County

4. **Board of Directors**
   A. A 15-member Board of Directors ("Board") shall consist of three (3) representatives from each of the five Regions.
   B. Representatives from each Region shall be designated by the Lead County School Superintendent for that Region.
   C. Each Lead County School Superintendent shall confer with the other member counties in their Region in appointing or removing representatives to the Board. The representatives shall serve at the pleasure of the Lead County School Superintendent who appointed them.
   D. The Board shall:
      i. Recommend an Executive Director, employees, agents, or other persons necessary to carry out the purposes of the Consortium, and salaries and fringe benefits of employees
      ii. Approve a fee schedule for services provided
      iii. Establish bylaws for the operation of the Consortium consistent with this IGA.

5. **Designation of a Fiscal Agent**
   The five Lead County School Superintendents shall designate a county school superintendent as the Fiscal Agent for the operations of the Consortium. The Fiscal Agent shall:

   A. Follow the requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, for all necessary revenue and expenditure accounting and reporting.
   B. Hold, manage, and maintain funds, property purchased, leased or loaned to the Consortium.
   C. Establish the necessary funds to account for the deposit of all funds for the operation and administration of the Consortium.
   D. Prepare reports of all financial activity of the Consortium, at least on a monthly basis and at the request of the Board.
   E. Contract for services to be provided by vendors for the operations and administration of the Consortium.
   F. Distribute one-fifth of net proceeds to each Regional Center.
   G. Manage the implementation of an annual budget that is determined by the Consortium.
   H. Conduct all audits required by the Fiscal Agent, at the request of the Board, or as required by law.
   I. Ensure all records for the operation and administration of the Consortium are properly retained in accordance with applicable law.

J. Acquire by lease, purchase, construction, donation, or otherwise any property necessary for the purposes of the Consortium and transfer and dispose of such property as authorized by law.
K. Maintain a comprehensive inventory of all capital equipment and assets purchased on behalf of the Consortium.
L. Perform all duties that are required by the Fiscal Agent's County policies and procedures that ensure proper financial management of the Consortium.
M. Perform all necessary functions to employ the necessary personnel for the operations and administration of the Consortium.
N. Cooperate in the conduct of audits required by a political subdivision who is a party to this IGA, an agency of the State of Arizona, an agency of the Federal government, and the Board.

6. **Initial Funding**

Each Lead County School Superintendent will, within thirty (30) days after this IGA is fully executed, pay to the Fiscal Agent $29,000. These funds will be deposited in a special fund and used by the Fiscal Agent only for expenses related to operation of the Consortium, including quarterly reimbursement of Fiscal Agent for overhead costs reasonably allocated by the Fiscal Agent to performance of work for the Consortium, such as salaries and benefits and facilities costs.

7. **Disposition of Net Proceeds**

The Fiscal Agent will, no earlier than August 29th and no later than September 30th of each year, provide to the Board, and to the county school superintendent of each participating county, a report showing the Consortium's revenues and expenses for the previous fiscal year, reasonably summarized by category. There shall be no distribution of net proceeds during the first year of the Consortium. Beginning in the fiscal year ending June 30, 2016, if the Consortium's revenues exceeded its expenses for that year, the Fiscal Agent will, at the same time and upon direction of the Board, distribute 20% of any excess fund balance to each Lead County School Superintendent. An "excess fund balance," for purposes of this IGA, means the amount by which the Consortium's available funds, at the time of distribution, exceed an amount that the Board, in consultation with the Fiscal Agent, has determined is a reasonable starting fund balance for the next fiscal year, up to but not in excess of 25% of the previous year's net revenues. This distribution of net proceeds shall take place under the following conditions:

A. The annual financial report shall account for all revenues received and deposited, and all expenditures posted by the Fiscal Agent, for the previous fiscal year, by August 29th.
B. Any revenues or expenditures posted after August 29th shall not be included in the available balance of net proceeds eligible for distribution until the succeeding fiscal year.

C. No distribution shall be made earlier than August 29.
D. Each Lead County School Superintendent will retain any and all distributions until the initial contribution made pursuant to Section 6 above has been fully reimbursed. Thereafter, each Lead County School Superintendent will divide any distributions among the counties in that Region as those counties have agreed.

8. **Term, Renewal, Extensions**
   A. This IGA shall become effective on the date of final signature, and shall terminate on June 30, 2019.
   B. Any modification, or extension of the contract termination date, shall be by formal written amendment executed by parties hereto.
   C. Amendments to this IGA must be approved by the parties hereto before any work or deliverables commences under the Amendment.

9. **Withdrawals and Termination**
   A. Any party to this IGA may withdraw for any reason without further obligation except those obligations incurred prior to the effective date of the withdrawal. A written notice of withdrawal shall be provided to the Fiscal Agent at least thirty (30) days in advance. If necessary, the Board shall determine a pro-rata basis of distribution of net proceeds.
   B. The Board reserves the right to terminate this IGA at any time and without cause by serving upon each party a thirty (30) day advanced written notice of such intent to terminate. In the event of such termination, the Fiscal Agent's only obligation to Consortium shall be for payment of obligations incurred prior to the date of termination, the distribution of net proceeds to each county school superintendent, and any initial investment.

10. **Disposition of Property**
Upon termination of this IGA, the Fiscal Agent may dispose of any property held by the Fiscal Agent on behalf of the Consortium in any manner authorized by law. The net proceeds of this disposal, together with any fund balance remaining after payment of all outstanding obligations incurred by Fiscal Agent on behalf of the Consortium, will be divided equally and distributed by Fiscal Agent to the various Lead County School Superintendents. Any disposal of property shall comply with property control policies of the Fiscal Agent and applicable federal and state laws, regulations, and policies.

11. **Non-Assignment**
No party to this IGA shall assign its right to this IGA, in whole or in part, without prior written approval of the remaining parties. Approval may be withheld at the sole discretion of the Board of Directors, provided that such approval shall not be unreasonably withheld.

12. **Cancellation**
This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provision of which is incorporated into this IGA by reference.

13. **Entire Agreement**
This document constitutes the entire agreement between the parties to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA may be modified, amended, altered, or extended only by a written amendment signed by the parties.

14. **Severability**
Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.

15. **Governing Law**
The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this IGA shall be brought in a court of the State of Arizona in the county of the Fiscal Agent. Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

16. **Non-Discrimination**
Each party agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, each party shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. **Authority to Contract**
Each party warrants its right and power to enter into this IGA. If any court or administrative agency determines that any party does not have authority to enter into this IGA, the Consortium shall not be liable to party or any third party by reason of such determination or by reason of this IGA.

18. **Remedies**
Either party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this IGA.

19. **Legal Arizona Workers Act Compliance**

Each party warrants compliance with all Federal immigration laws and regulations relating to the employees and warrants its compliance with A.R.S. §23-214(A). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Board may terminate this IGA.

A breach of warranty regarding compliance under this section shall be deemed a material breach of the IGA that is subject to penalties up to and including termination of the IGA.

The Board of Directors and the Fiscal Agent retain the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the IGA to ensure that the parties' personnel and any person working at the direction of any party is complying with the warrant under this section.

20. **Indemnity**

Each party (as "Indemnitor") agrees to defend, indemnify, 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 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 results in vicarious/derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

21. **Worker's Compensation**

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

22. **No Third Party Beneficiaries**

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

23. **Notices**

All official notices required by this IGA shall be mailed or personally delivered to the respective parties at the following addresses:

FOR GILA COUNTY
Dr. Linda O'Dell
Gila County School Superintendent
1400 E. Ash St
Globe, AZ 85501

FOR MARICOPA COUNTY
Dr. Don Covey
Maricopa County School Superintendent
4041 N. Central Ave., Suite 1200
Phoenix, AZ 85012

FOR NAVAJO COUNTY
Dr. Linda Morrow
Navajo County School Superintendent
PO Box 668
Holbrook, AZ 86025

FOR PIMA COUNTY
Dr. Linda Arzoumanian
Pima County School Superintendent
200 N. Stone Ave.
Tucson, AZ 85701

FOR YAVAPAI COUNTY
Mr. Tim Carter
Yavapai County School Superintendent
2970 Centerpointe East Dr.
Prescott, AZ 86301

24. **Fingerprinting**
The parties shall comply with all fingerprinting requirements pursuant to A.R.S. §§ 15-512 and15-534, as applicable, unless otherwise exempted.

25. **Counterparts**
This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties hereby have executed this IGA by signing below.

GILA COUNTY:

Michael A. Pastor — 7-1-2014

CHAIR, BOARD OF SUPERVISORS — **DATE**

ATTEST:

Marian Sheppard — 7-1-2014

CLERK, BOARD OF SUPERVISORS — **DATE**

APPROVED AS TO CONTENT:

Linda L. O'Dell — 6-27-2014

COUNTY SCHOOL SUPERINTENDENT — **DATE**

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA represented by the undersigned.

7-1-2014

DEPUTY ATTORNEY PRINCIPAL — **DATE**

ARF-3242 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date:	08/04/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	TBD	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Contract Award for Request for Proposals No. 042815 - Document Scan Conversion for the Gila County Recorder's Office.

Background Information

Currently the Gila County Recording System, Eagle, has data available to the public from 1985 to current, and images of recorded documents 1998 to present. This project will enhance the data available to the public with data and images from 1969 to present.

On May 26, 2015, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 042815 - Document Scan Conversion Project for the Gila County Recorder's Office. RFP No. 042815 was advertised in the Arizona Silver Belt in the May 27, 2015 and June 03, 2015 editions of the Arizona Silver Belt.

Evaluation

This project will allow the public, other government agencies/departments and businesses the ability to research documents from 1969 to present. By uploading the microfilm scanned onto two USB hard-drives, the County will be implementing another disaster recovery option.

RFP No. 042815 was sent to six vendors. Eight other vendors downloaded the RFP from the County website (see attached Plan Holder list). Three addenda were issued in response to questions received from various plan holders. Proposals were received from five plan holders, however, one plan holder withdrew his proposal prior to the bid opening.

Proposals were opened in a public setting on Thursday, June 25, 2015 at 4:00 P.M./MST in accordance with A.R.S. §41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Request for Proposals. An evaluation team was formed to review and evaluate the bid responses.

Conclusion

Upon extensive review of the RFP responses received, as well as clarifications requested from the respondents by the Recorder's Office, and the evaluations performed, it is the goal of the Finance Division Director and the County Recorder to award a contract for the provision of the required services to the most responsible and qualified bidder. Due to the significant variation in responses received, Staff recommends that the Board reject all bids and direct the Finance Department and the County Recorder to prepare a new RFP with a detailed, restructured, scope of work.

Recommendation

The Recorder and the Finance Division Director recommend that the Board of Supervisors reject all responses received for RFP No. 042815 for Document Scan Conversion for the Gila County Recorder's Office.

Suggested Motion

Information/Discussion/Action to review the proposals received for Request for Proposals No. 042815 to provide document scanning conversion services and reject all bids and to further direct the Finance Department and the County Recorder to prepare a new RFP with a detailed, restructured, scope of work. **(Jeff Hessenius and Sadie Jo Bingham)**

Attachments

Contract No. 042815-US Imaging, Inc.
Request for Proposals No. 042815
Addendum 1 to RFP No. 042815
Addendum No. 2 to RFP No. 042815
Addendum No. 3 to RFP No. 042815
RFP Planholder List
Bid Opening Sign in Sheet
ICM, Inc. Proposal
Progrio Proposal
US Imaging Proposal
Litigation Services Proposal
Evaluations Performed

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS
042815

DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042815
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

SUBMITTAL DUE DATE: **Wednesday, June 17, 2015 11:00 AM**

RETURN PROPOSAL TO: **Gila County Finance Department**
Attn: Jeannie Sgroi, Contracts Administrator
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, 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 Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **May 27, 2015 and June 03, 2015**

Signed: _____ Date: 5-26-15
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: 5-26-15
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for document scan conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced and uploaded into the official Gila County Recording System, Tyler Technologies – Eagle. This project will make available online recorded documents from 1969 to present.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by Gila County or the applicable representative. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

Gila County Requirement:

- Phase 1

    - **Scanning Location** - The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607; scanning may be performed at that location. As a part of this Contract, the film may be moved from Michigan, provided that the Contractor assumes all risk of loss if the film is lost or destroyed in transit. In the event this happens, the vendor will be responsible for replacement costs for any lost or damaged records, but would not necessarily be the entity to replace the records. If the records are transported or removed from this facility, Contractor will guarantee that the original film is transported to and from the facility in a safe manner and will bear all risk of loss if the original film is lost or damaged in any way while in contractor's custody or while in transit. Contractor guarantees to pay for the replacement of any damaged film.

    - **Microfiche Scanning** – The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry standard JPEG format with 85% compression. JPEG images are sequentially numbered system and stored in files by Document Type, Book/Page number and or Document Range # for approximately 1000 docketed images.

    - **Image Format** - Each image will be scanned in as JPEG and TIFF formats. Saved by Document Type, Book/Page number and/or Document Range numbers. Each TIFF image borders will be cropped with optimum file compression.

    - **USB Hard Drive** – All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.

    - **Phase 1 Completion Time Frame** – The completion of phase 1 will take no longer than 30 days.

- Phase 2

    - **Manual Cropping** – Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image. Gila County is willing to consider proposals with some kind of computer generated cropping alternative that equals or exceeds the quality that can be attained by manual cropping.

    - **Manual Document Group & Index** – Manual grouping and index of images according to the first page of the document number will be performed.

    - **Image Inspection** – the images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to insure document accuracy, clarity and vital information; parties names, dates, legal description, signatures, are all captured.

    - **Image Report** – a poor quality image report will be supplied to Gila County with reference to the images with poor quality; light, dark, blurry, duplicated or missing pages. It will be comprised of TIFF images with the docket/page and/or document/page number of poor quality image for Gila county to inspect.

    - **Phase 2 Image Format** – images will be cropped, inspected and indexed by references to document/page, docket/page number. Both JPEG and TIFF files will be stored on USB hard drive.

- Phase 3

    - **Image Enhancements** – images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and/or any specific part of the image will be enhanced to the most legible image possible.

    - **Rescanning** – if at any time during the process, an image needs to rescanned it will be at no cost to the county.

    - **Phase 3 Image Format** – all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.

    - **USB Hard Drives** - All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.

REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor, within one week of discovery, shall report to Gila County any use or disclosure of data not authorized by this Contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

HANDLING OF DATA

Contractor will handle the data with the understanding that (i) only Authorized Persons will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

OWNERSHIP

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

CONFIDENTIALITY

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; and/or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, June 12, 2015, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures**.

B. Before submitting the Proposal and Forms each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that the proposal be submitted in triplicate (3), **all with original signatures** on all required RFP documents. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 31, Contractor certifies:
   A. The submission of the proposal did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Three (3) copies, **all** with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "*Document Scan Conversion for the Gila County Recorder's Office*", RFP No., "*042815*", Date "*June 17, 2015*", and time "*11:00 AM*" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, *Offer and Acceptance Page*, and *Bidders Qualification and Certification Form* pages 23-24.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Independent Contractor

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 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.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.

- Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

- Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.

4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

General Purpose

1. All product specifications are **minimum.**

2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

4. Contractor shall review its Proposal submission to assure the following requirements are met.
   a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
   b. Qualification and Certification Form
   c. Price Sheet
   d. References List
   e. No Collusion Certification
   f. Intentions Concerning Subcontracting
   g. Legal Arizona Workers Act Compliance
   h. Bidder's Checklist & Addenda Acknowledgment
   i. Offer and Acceptance Page
   j. Background Investigation Authorization
   k. W9

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

a. Cost (50%)
b. Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner (50%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

    a. Any Response to a request for Clarification of a Proposal shall be in writing.
    b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

    a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

    b. Exclusive Negotiations: A determination may be made by the Finance Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

    a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.

    b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

EXHIBIT "D"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
US IMAGING INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
400 S. Franklin Street

Requester's name and address (optional)
Gila County Recorder
1400 East Ash Street
Globe AZ 52806

6 City, state, and ZIP code
Saginaw MI 48607

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
04 - 3841775

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Lisa Behrke Date ▶ 6/15/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

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
   - Each Occurrence $1,000,000

   The policy shall name Gila County, Gila County's Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

   Gila County requires occurrence coverage. The Certificates should be marked "occurrence." If there is no marked "occurrence", we require the notation "occurrence form" in the Special Conditions box.

2. **Products and Completed Operations Liability**
   - Products – Completed Operations Aggregate $2,000,000
   - Each Occurrence $1,000,000

3. **Umbrella or Excess Liability**
   - Each Occurrence $1,000,000
   - Aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability $1,000,000

4. **Cyber Data Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

   The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work/Specifications of this Agreement.

   Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.
   The insurance should provide coverage for the following risks:

   A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
   B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

5. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000
   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

6. **Professional Errors and Omissions Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

7. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $1,000,000
   Disease – Each Employee $1,000,000
   Disease – Policy Limit $1,000,000
   This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

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. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance must be mailed or faxed to Jeannie Sgroi, jsgroi@gilacountyaz.gov.
6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- Class VII. 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.

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.

ORIGINAL

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 042815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

   US Imaging, Inc.

   400 S. Franklin Street, Saginaw, MI 48607

   rolson@us-imaging.com (989) 754-9949 Rhonda Olson

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___✓___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___✓___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes ___✓___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona:
NA
(If Applicable)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number:
NA
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Rhonda Olson
Signature of Authorized Representative

Rhonda Olson
Printed Name

Project Manager
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: US Imaging, Inc. **Phone No.:** (989) 754-9949

Description	Cost
Phase I	$ 35,400.00
Phase II	$ 71,075.00
Phase III	$ 35,275.00
TOTAL COST	**$** 141,750.00

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Washoe County - NV
   Contact: Larry Burtness - Chief Deputy Recorder
   Phone: 775-326-6032 Address: 1001 E. 9th St. Reno, NV 89520
   Job Length of Time: _____ Months 2 Years 10 mo
   Job Description: 1935-1999 Rollfilm, Jackets, Books, Image Archiving
   Multiple projects were completed on-time & within budget.
   5,535,416 images converted.
   Washoe County uses a Tyler Recording System

2. Company Name: Spokane County - WA
   Contact: Melanie Muzatko - Chief Deputy Recorder
   Phone: 509-477-5959 Address: 1116 W. Broadway, Spokane, WA 98250
   Job Length of Time: _____ Months 2 Years 6 mo
   Job Description: 1881-1996 Books & Rollfilm
   Multiple projects were completed on-time & within budget.
   4,478,040 images converted.
   Spokane County uses a Tyler Recording System

3. Company Name: Weld County - CO
   Contact: Carly Koppes - Clerk & Recorder
   Phone: 970-340-6530 Address: 1402 N. 17th Ave. Greeley, CO 80631
   Job Length of Time: 11 Months _____ Years
   Job Description: 1864-1982 Books & Rollfilm
   1,668,7311 images converted
   Weld County uses a Tyler Recording System

US Imaging, Inc.
Company Name

Rhonda Olson
Signature of Authorized Representative

Project Manager
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF: Michigan)
)ss
COUNTY OF: Saginaw)

Ronda Olson
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Project Manager
(Title)

of US Imaging, Inc. and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 042815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said
US Imaging, Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

US Imaging, Inc.
Name of Business

Ronda Olson
By

Project Manager
Title

Subscribed and sworn to before me this 15th **day of** June, 20**15**

Joan L Goetz
Notary Public

Joan L. Goetz
Notary Public - Saginaw County
My Commission Expires
March 22, 2018

My Commission expires:
03/22/2018

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

☑ It is not my intention to subcontract a portion of the work.

US Imaging, Inc.
Name of Firm

Rhonda Olsen
By: (Signature)

Project Manager
Title

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 delivery of services.

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.

Rhonda Olson

Signature of Authorized Representative

Rhonda Olson

Printed Name

Project Manager

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER AND ACCEPTANCE PAGE	✓
BACKGROUND AUTHORIZATION	na
W-9	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	RO	RO			
DATE	6/11/15	6/15/15			

Signed and dated this 15th day of June, 2015.

US Imaging, Inc.
Contractor:

Rhonda Olsen
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

US Imaging, Inc.
Company Name
400 S. Franklin Street
Address
Saginaw MI 48607
City State Zip
Rhonda Olson
Signature of Person Authorized to Sign
Rhonda Olson
Printed Name
Project Manager
Title

For Clarification of this Offer, Contact:

Name: Scott Robinson
Title: President/Owner
Phone No.: (989) 714-9700
Fax: (800) 517-4293
Email: srobinson@us-imaging.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. **042815**.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Client#: 59647 USIMA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Saginaw Bay Underwriters Commercial Lines 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	PHONE (A/C, No, Ext): 989 752-8600	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
US Imaging, Inc. 400 S. Franklin St Saginaw, MI 48607	INSURER A : Travelers Property Casualty	
	INSURER B : Amerisure	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZPP12P095581	02/03/2015	02/03/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			CA2090306	11/24/2014	11/24/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
A	[X] UMBRELLA LIAB [X] OCCUR			ZUP12P095831	02/03/2015	02/03/2016	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			HKUB9443C324	02/03/2015	02/03/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liability			105511397	10/12/2014	10/12/2015	$1,000,000 Limit $5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Gila County, Gila Countys Board of Supervisors, employees, its representatives and agents as additional insured with respect toGeneral Liability for all operations and related work on a primary and

(See Attached Descriptions)

CERTIFICATE HOLDER

Gila County Recorder
1400 East Ash Street
Globe, AZ 85501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

noncontributory basis. 30 Day Notice of Cancellation (10 Day Notice for nonpayment of premium) applies. If the insured is the successful bidder we will be able to obtain Professional Liability Limits of $2,000,000/$2,000,000, Cyber Date Coverage of $2,000,000/$2,000,000 and the waiver of subrogation on the workers compensation policy. (6/15)

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS
042815

DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042815
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

SUBMITTAL DUE DATE:	**Wednesday, June 17, 2015 11:00 AM**
RETURN PROPOSAL TO:	**Gila County Finance Department** **Attn: Jeannie Sgroi, Contracts Administrator** **Guerrero Complex** **1400 East Ash Street, Globe, AZ 85501**

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, 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 Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **May 27, 2015 and June 03, 2015**

Signed: _____ Date: _____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: _____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for document scan conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced and uploaded into the official Gila County Recording System, Tyler Technologies – Eagle. This project will make available online recorded documents from 1969 to present.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by Gila County or the applicable representative. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

Gila County Requirement:

- Phase 1

    - **Scanning Location** - The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607; scanning may be performed at that location. As a part of this Contract, the film may be moved from Michigan, provided that the Contractor assumes all risk of loss if the film is lost or destroyed in transit. In the event this happens, the vendor will be responsible for replacement costs for any lost or damaged records, but would not necessarily be the entity to replace the records. If the records are transported or removed from this facility, Contractor will guarantee that the original film is transported to and from the facility in a safe manner and will bear all risk of loss if the original film is lost or damaged in any way while in contractor's custody or while in transit. Contractor guarantees to pay for the replacement of any damaged film.

    - **Microfiche Scanning –** The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry standard JPEG format with 85% compression. JPEG images are sequentially numbered system and stored in files by Document Type, Book/Page number and or Document Range # for approximately 1000 docketed images.

    - **Image Format -** Each image will be scanned in as JPEG and TIFF formats. Saved by Document Type, Book/Page number and/or Document Range numbers. Each TIFF image borders will be cropped with optimum file compression.

    - **USB Hard Drive –** All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.

    - **Phase 1 Completion Time Frame –** The completion of phase 1 will take no longer than 30 days.

- Phase 2

    - **Manual Cropping** – Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image. Gila County is willing to consider proposals with some kind of computer generated cropping alternative that equals or exceeds the quality that can be attained by manual cropping.

    - **Manual Document Group & Index** – Manual grouping and index of images according to the first page of the document number will be performed.

    - **Image Inspection** – the images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to insure document accuracy, clarity and vital information; parties names, dates, legal description, signatures, are all captured.

    - **Image Report** – a poor quality image report will be supplied to Gila County with reference to the images with poor quality; light, dark, blurry, duplicated or missing pages. It will be comprised of TIFF images with the docket/page and/or document/page number of poor quality image for Gila county to inspect.

    - **Phase 2 Image Format** – images will be cropped, inspected and indexed by references to document/page, docket/page number. Both JPEG and TIFF files will be stored on USB hard drive.

- Phase 3

    - **Image Enhancements** – images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and/or any specific part of the image will be enhanced to the most legible image possible.

    - **Rescanning** – if at any time during the process, an image needs to rescanned it will be at no cost to the county.

    - **Phase 3 Image Format** – all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.

    - **USB Hard Drives** - All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.

REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor, within one week of discovery, shall report to Gila County any use or disclosure of data not authorized by this Contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

HANDLING OF DATA

Contractor will handle the data with the understanding that (i) only Authorized Persons will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

OWNERSHIP

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

CONFIDENTIALITY

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; and/or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, June 12, 2015, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures**.

B. Before submitting the Proposal and Forms each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that the proposal be submitted in triplicate (3), **all with original signatures** on all required RFP documents**.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 31, Contractor certifies:
   A. The submission of the proposal did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Three (3) copies, **all** with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "*Document Scan Conversion for the Gila County Recorder's Office*", RFP No., "*042815*", Date "*June 17, 2015*", and time "*11:00 AM*" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, *Offer and Acceptance Page*, and *Bidders Qualification and Certification Form* pages 23-24.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Independent Contractor

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 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.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

    2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.

- Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

- Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.

4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

General Purpose

1. All product specifications are **minimum.**

2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

4. Contractor shall review its Proposal submission to assure the following requirements are met.
    a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
    b. Qualification and Certification Form
    c. Price Sheet
    d. References List
    e. No Collusion Certification
    f. Intentions Concerning Subcontracting
    g. Legal Arizona Workers Act Compliance
    h. Bidder's Checklist & Addenda Acknowledgment
    i. Offer and Acceptance Page
    j. Background Investigation Authorization
    k. W9

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal
Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

a. Cost (50%)
b. Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner (50%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

    a. Any Response to a request for Clarification of a Proposal shall be in writing.
    b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

    a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

    b. Exclusive Negotiations: A determination may be made by the Finance Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

    a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.

    b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

EXHIBIT "D"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

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
   - Each Occurrence $1,000,000

   The policy shall name Gila County, Gila County's Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

   Gila County requires occurrence coverage. The Certificates should be marked "occurrence." If there is no marked "occurrence", we require the notation "occurrence form" in the Special Conditions box.

2. **Products and Completed Operations Liability**
   - Products – Completed Operations Aggregate $2,000,000
   - Each Occurrence $1,000,000

3. **Umbrella or Excess Liability**
   - Each Occurrence $1,000,000
   - Aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability $1,000,000

4. **Cyber Data Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

   The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work/Specifications of this Agreement.

   Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.
   The insurance should provide coverage for the following risks:

   A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
   B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

5. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000
   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

6. **Professional Errors and Omissions Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

7. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $1,000,000
   Disease – Each Employee $1,000,000
   Disease – Policy Limit $1,000,000
   This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

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. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance must be mailed or faxed to Jeannie Sgroi, jsgroi@gilacountyaz.gov.
6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- Class VII. 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.

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.

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 042815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona**:**

_____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number**:**

_____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: _____ Phone No.: _____

Description	Cost
Phase I	$
Phase II	$
Phase III	$
TOTAL COST	**$**

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

2. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

3. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

_____

Company Name

_____

Signature of Authorized Representative

_____

Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF:)
)ss
COUNTY OF:)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is _____
(Title)

of_____ and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 042815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ **My Commission expires:**
Notary Public

_____

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- ❑ It is my intention to subcontract a portion of the work.
- ❑ It is not my intention to subcontract a portion of the work.

_____
Name of Firm

_____
By: (Signature)

_____
Title

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 delivery of services.

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.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER AND ACCEPTANCE PAGE	_____
BACKGROUND AUTHORIZATION	_____
W-9	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2015.

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name*, *Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For Clarification of this Offer, Contact:

Name: _____

Title: _____

Phone No.: _____

Fax: _____

Email: _____

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. _____**042815**_____.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

GILA COUNTY:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE
REQUEST FOR PROPOSALS NO. 042815

ADDENDUM #1:
DATE: 6/11/2015

CLARIFICATIONS: Below are answers to the questions raised by vendors regarding RFP No. 042815.

1. Will the film have to be returned to the Michigan location after scanning is completed?
   Yes

2. Regarding Microfiche Scanning-Are the images on microfilm reels or microfiche cards or both?
   a. If they are on reels, are the mages on 100' reels at 24x reduction?
      All images are stored on fiche cards.
   b. If they are on cards, what is the average number of images per card?
      Due to different size of images, complete, and not complete cards we cannot give an estimate on average images per card. This project is approximately 1,000,000 images – please see Scope.
   c. Are we scanning in color? Page 3 indicates gray scale scanning "Microfiche Scanning-The microfilm images will be scanned at 300 dpi in 256 shades of gray", Page 4 indicates color "Image Inspection-the images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to insure document accuracy, clarity and vital information; parties names, dates, legal description, signatures, are all captured".
      We considered the 256 shades of grey color. There are no images in actual color.

3. Image Format-Each image will be scanned in as JPEG and TIFF formats. Is the TIFF format indicated black and white images?
   The images are in black and white. We specified the scanning in JPEG for a working copy then to be converted to TIFF for a smaller and clearer end product.

4. Image Inspection-"the images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to insure document accuracy, clarity and vital information; parties names, dates, legal description, signatures, are all captured".
    a. Is this process performed to eliminate the color or grayscale image if the Black and White image is good?
    The images are in black and white. We specified the scanning in JPEG for a working copy then to be converted to TIFF for a smaller and clearer end product.

5. What format(s) are required?
    In Phase 1- Microfiche Scanning states images are to be scanned at 300 dpi, in 256 shades of gray and must be saved in JPEG format – period. But Image Format states images will be scanned "in as" JPEG and TIFF formats. "Each TIFF image borders will be cropped with optimum file compression".
    The images are in black and white. We specified the scanning in JPEG for a working copy then to be converted to TIFF for a smaller and clearer end product.
    Further, in Image Format it states that "all images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and backup.
    The specifications state two (2) USB hard drives at the completion of each phase.
    In Phase 2-Image Format again: "Both JPEG and TIFF files will be stored on USB hard drives".
    The specifications state two (2) USB hard drives at the completion of each phase.

    Also in Phase 2-Image Inspection "images will be scanned to JPEG in both color and black and while. Each image color JPEG will be compared to a black and white TIFF (both scanned? Black and white and color?)
    The images are in black and white. We specified the scanning in JPEG for a working copy then to be converted to TIFF for a smaller and clearer end product.

6. Importing to Tyler Technologies system, in GrayScale?
    Yes.

7. Presumably the USB hard drives are to be supplied by the Contractor?
    Yes.

8. All images – positive and negative to be scanned to provide positive results?
    Yes.

9. Name of the storage vendor (for shipping purposes)
    US Imaging
    400 S. Franklin St.
    Saginaw, MI 48607

10. Quantity that is stored there (number of fiche or boxes)
    Boxes - 34 boxes to be precise.

11. The total quantity that needs to be completed in 30 days?
    Phase 1- 1,000,000 images.

12. Phase 1 pricing-is it for 1,000 scanned images or 1,000 documents? If so, what is the actual number of images?
    Estimated 1,000,000 (1 million) scanned images – Please see the Scope of Services.

13. Scope of Services states estimated 1,000,000 images but
    56,458 fiche, (@55 images = estimated 3,105,190 images)
    Dockets: (676 rolls vs 18,149 fiche) either/or – correct? So take the rolls only?
    All fiche are in jacket form – no rolls. It is estimated number of images – some fiches are not completely full.

14. Is the microfiche 35MM as opposed to 16MM?
    16MM.

15. How many and what kind of storage containers will the microfilm/microfiche be in?
    Boxes - 34 boxes to be precise.

16. Phase I has a completion deadline of 30 days. Do Phase 2 and 3 have completion deadlines?
    Phase 2 – 4 to 6 months
    Phase 3 – 2- 3 months

17. Will the documents to be scanned be on both microfilm (on a spool) and microfiche (on a sheet), or just one of the two? Also, if it is both, is there a percentage estimate per type?
    All fiche are in jacket format, no rolls.

18. Are all 1,000,000 images from microfiche?
    Yes.

19. Is the microfiche COM or jacketed?
    Jacketed.

20. Are the microfiche filed by document type and book/page?
    Yes.

21. Please detail the expectations of Phase 1 in regard to image format? Is the County requesting groups of images to be grouped together by type? For example, all of Book 12 images would be in one folder. Or is the County requesting the images to be named by document type, books/page number and/or document range numbers? Specifically, indexed during this phase.
    Documents would be grouped together as Docket/Page with some referenced under Fee number.

22. What is the average number of images per document or estimated number of documents?
    The count is estimated by images not documents.

23. What is the output format?
    JPEG and TIFF – please see specifications in Phase 1, 2 and 3.

24. Please detail the expectations of Phase 3. Is the County requesting any images deemed unacceptable during Phase 1 & 2 by Gila County will be rescanned and redelivered?
    Exactly what is listed under Phase 3 specifications. No deviations.

25. Regarding Insurance Requirements Section A, Part 4, Cyber Data Coverage, why is there a three year requirement after termination of the agreement?
    Cyber Data Coverage is a claims based coverage. The three year requirement will allow the County the ability to file a claim in the event a problem has occurred during the performance of this project.

26. Is all media roll film (no microfiche)?
    All media is on microfiche. No roll fill.

27. What is the deliverable file format required for upload into Gila County's Recording system?
    TIFF.

28. Phase 2 image inspection refers to color format. Only grayscale and b/w format is available with film conversion. Confirm this to be acceptable?
    Yes.

29. For Phase 2 image inspection, is it acceptable if this inspection compares gray and b/w images instead?
    Yes.

30. Is any Optical Character Recognition (OCR) required?
    No OCR required.

This concludes Addendum No. 1 to Request for Proposals No. 042815. Please note the deadline for submitting questions is Friday, June 12, 2015 at 3:00 P.M./MST. The Bid due date and time remain the same.

GILA COUNTY:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE
REQUEST FOR PROPOSALS NO. 042815

ADDENDUM #2:
DATE: 6/12/2015

CLARIFICATIONS: Below are answers to the questions raised by vendors regarding RFP No. 042815.

1. The required document checklist lists a Background Authorization document, however there is not one attached to the RFP. Is this document required?
   No. The Background Authorization document is not applicable to this RFP.

2. Are the jackets original?
   Most are….some are duplications.

3. What is the total number of inches of fiche? If you have the average number per box that will work as well.
   N/A

4. What is the physical size of the boxes?
   N/A

5. What is the physical size of the Jacket? Are they the standard 4 x 6?
   Yes.

This concludes Addendum No. 2 to Request for Proposals No. 042815. Please note the deadline for submitting questions is Friday, June 12, 2015 at 3:00 P.M./MST. The Bid due date and time remain the same.

GILA COUNTY:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE
REQUEST FOR PROPOSALS NO. 042815

ADDENDUM #3:
DATE: 6/16/2015

CLARIFICATIONS:

1. The proposal date is hereby extended to June 25th, 2015. The submittal time has been changed to 4:00 P.M.

2. What is the physical size of the boxes?
   The boxes are 15" long – 14" wide – 5" high. There is 28" of fiche per box. As stated in Addendum #1, Item No. 10 – there are 34 boxes.

3. Bidders are required to acknowledge all addenda on Page 30 of the RFP package.

This concludes Addendum No. 3 to Request for Proposals No. 042815. Please note the Bid due date and time has been changed to June 25, 2015 at 4:00 P.M./M.S.T.

GILA COUNTY

Due Date: 6/17/2015 *Title* **Document Scan Conversion**

PLAN HOLDER LIST

Bid No: 042815

06-11-15 Emailed Addendum No. 1
06-12-15 Emailed Addendum No. 2

06-16-15 Emailed Addendum No. 3

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
ICM Conversions	ireneg@icmconv.com	480-269-9298	Irene	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
Gompers Habilitation Center	mbotterbusch@gomperscenter.org	623-215-0845	Mark Botterbusch	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
Databank IMX	jdevinney@databankimx.com	602-848-1618	Joe DeVinney	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
Lin-Cum, Inc.	chuckc@lincum.com	602-233-1230	Chuck Cummins	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
US Imaging	rolson@us-imaging.com	989-754-9949	Rhonda Olson	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
Express Digital	sallylyn@doculynx.com	602-405-7050	Sallylyn Hill	5/29/2015	RFP	06-11-15, 06-12-15, and 06-16-15
Matrix Imaging Products, Inc.	clair.riley@matriximaginginc.com	505-603-4191	Clair Riley		RFP	06-11-15, 06-12-15, and 06-16-15
Graphic Imaging	lad@graphicimaging.net	702-222-3590	Lisa		RFP	06-11-15, 06-12-15, and 06-16-15
Capitol Digital Document Solutions	mmonaghan@capitol-digital.com	916-223-1634	Matt Monaghan		RFP	06-11-15, 06-12-15, and 06-16-15

GILA COUNTY

Due Date: 6/17/2015 *Title* **Document Scan Conversion**

PLAN HOLDER LIST

Bid No: 042815

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
The Advantage Companies	shar.melsha@advantage-companies.com		Shar Melsha		RFP	06-11-15, 06-12-15, and 06-16-15
Litigation Services	jcrawley@litigationservices.com	702-528-9598	Jacob Crawley		RFP	06-11-15, 06-12-15, and 06-16-15
Progrio	amizer@progrio.com	309-786-5800 x 228	Allison Mizer			06-11-15, 06-12-15, and 06-16-15
Tela Technologies	jflores@telatechnologies.com	718-863-1411	Jaime Flores			06-11-15, 06-12-15, and 06-16-15
ViaTRON SYSTEMS, INC.	ErnstG@viatron.com	310-756-0605	Ernst Gangnes			06-11-15, 06-12-15, and 06-16-15

BID OPENING SIGN IN SHEET

GILA COUNTY

Due Date 6/25/2015 Title Title Document Scan Conversion for the Gila County Recorder's Office

Request for Proposals No. 042815 Time 4:00 P.M.

Location 1400 E. Ash Street-Guerrero Building-Globe, AZ 85501

COMPANY NAME	REPRESENTATIVE NAME	PHONE NUMBER	EMAIL ADDRESS
GILA COUNTY	ROBERT MAWSON	402-8745	rmawson@gilacountyaz.gov
Gila County	Betty Hurst	402-4355	bhurst@gilacountyaz.gov
Gila County	Kaycee Stratton	402-8734	kstratton@gilacountyaz.gov
GILA COUNTY	JEANNIE SGROI	402-8612	JSGROI@GILACOUNTYAZ.COM

RFP Title: Document Scan Conversion for the Gila County Recorder's Office
RFP Number: 042815

Due Date: Thursday, June 25, 2014
Due Time: @ 4:00 p.m. (Arizona time)

RFP Response from:
Offeror, ICM Document Solutions
4320 E. Cotton Center Boulevard, Suite 106,
Phoenix, AZ 85040

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Executive Summary

ICM is one of the nation's leading document conversion service companies with more than twenty-seven (27) years of experience. ICM is a rapidly growing product and service providing company actively developing best-in-class document and content management solutions.

Of significant note is that ICM has successfully provided our technology products and document imaging services to over thirty Arizona State government agencies since 2012. In addition, ICM currently holds the Arizona State Document Imaging Contract EPS090009-04; which was issued in 2009.

ICM's Vice President of Production, Pat Goulet and his team, have carefully reviewed RFP 042815, the Scope of Services, and all RFP addendums. We are confident that upon your evaluation of our response to RFP 042815, you will determine that ICM is 'uniquely' qualified to support the Gila County Recorder's Office in the conversion of 1 million microfiche images to enhanced electronic files for storage within its online recording system.

Company Information

Brief Company History

In March of 1988, Mr. Phil Harrington founded an imaging company (ICM) to address the document conversion needs of companies that had drawings, maps, illustrations and legacy documents. ICM had the mission of converting these documents, typically in a paper form, into an electronic format for ease of reference, management, change and electronic distribution. Utilizing all the quality, process and management concepts that Mr. Harrington brought from General Telephone & Electronics (GTE), he built a company that consistently provides high-quality conversion services to its customers. He later saw the need for web-based document and content management products. ICM has developed world-class technology products to address these needs.

ICM Corporate Headquarters

Our Phoenix Corporate Headquarters and Production Facility are comprised of 16,000 square feet located in the Cotton Center Business Complex at 4320 E. Cotton Center Boulevard, Suite 106, Phoenix, Arizona 85040. ICM also maintains on-site facilities at eight (8) separate locations with a combined square footage of 4,000+.

Designated Representatives

Patrick Goulet, Vice President of Operations, is ICM's designated representative. Contact information for Mr. Goulet, and those assisting him in this engagement, are given below.

Name	Title	Email	Direct Number	Cell Number
Patrick Goulet	Vice President of Operations	patg@icmconv.com	(480) 269-9302	(602) 920-6423
Kristin Macedo	Director of Sales / Marketing	kristinm@icmconv.com	(480) 269-9301	(480) 748-8785
Deb Trinchieri	Sales Account Manager	deboraht@icmconv.com	(480) 269-9312	(602) 549-0997
Dusty Vokacek	Production Project Manager	dustyv@icmconv.com	(480) 269-9325	(480) 862-4583

Representative Resumes

Patrick Goulet – Vice President of Operations

Pat has over 28 years of experience in various areas of back-office business management and operation. Pat joined ICM in 1999 and is responsible for all manufacturing operations, including high volume scanning of paper and film. He built the ICM production staff from a small team to a three shift operation with on-site personnel and a production staff of over 100 in several locations in the US and abroad. With Six Sigma and lean manufacturing certification, Pat led ICM to become ISO 9001 Certified and HIPAA compliant. Prior to ICM, he was Director of MIS, coordinating all phases of system development, maintenance, and training of UNIX based network and supported PCs for Hi-Health Corporation in Arizona. Pat holds a Bachelor of Science, Accounting, from Arizona State University.

Kristin Macedo – Director of Sales and Marketing

Prior to becoming Director of Sales and Marketing, Kristin was ICM's Director of IT for several years. Since 2007, Kristin has been the driving force behind the R&D of ICM's software service bureau and its feature product, ViewCenter. Kristin directs and manages all of ICM's sales efforts and salespeople. In addition, she interacts with ICM's clients regularly to assure the unwavering customer service we promise. Kristin holds a B.A. degree in Economics from Northern Illinois University, IL.

Deb Trinchieri – Business Solutions Consultant

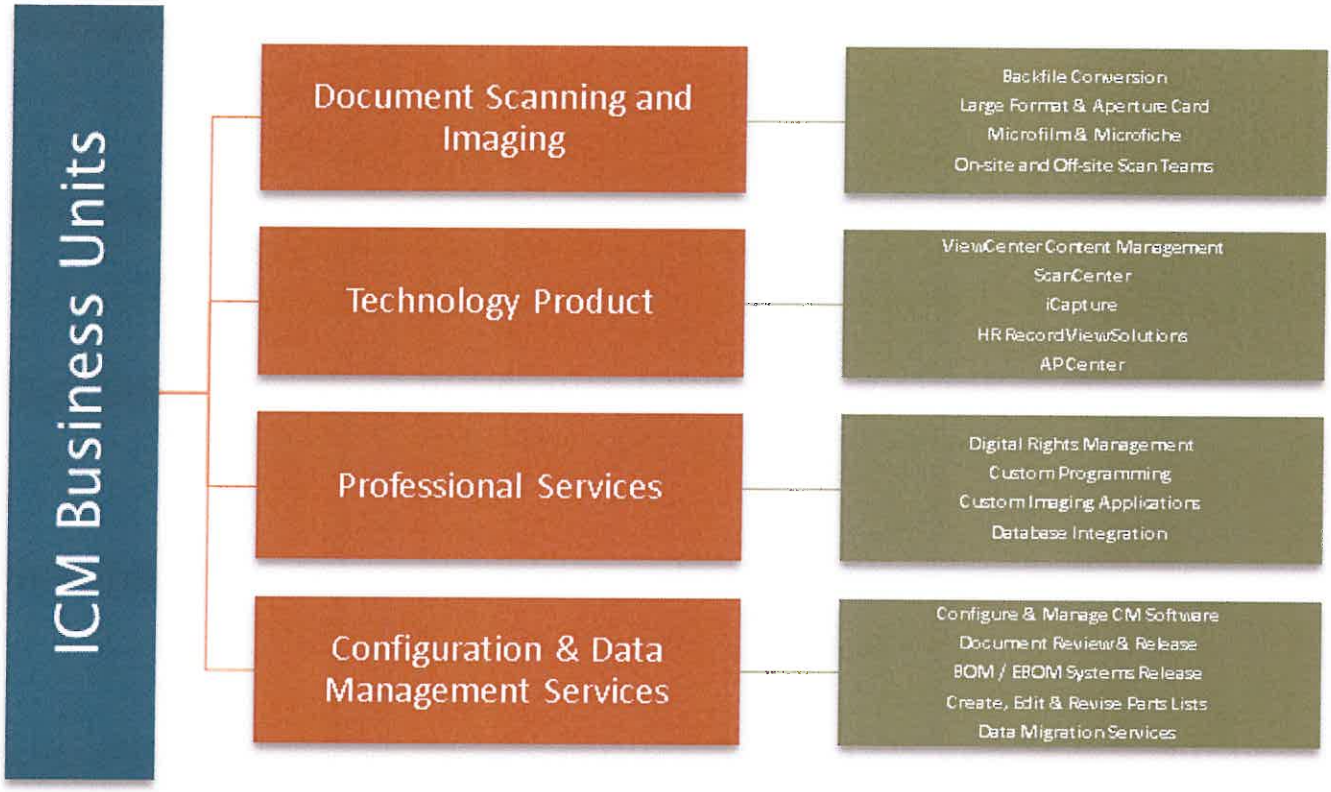
Ms. Trinchieri, who joined ICM in 2009, is an imaging professional with over 25 years of experience in imaging and document management consulting. Ms. Trinchieri spent 19 years working with imaging vendors such as Wang and Kodak providing imaging and document consulting, implementation services, software and hardware selection and project management.

Dusty Vokacek – Senior Project Manager

Ms. Vokacek, who joined ICM in 2001, has supported all aspects of the scan production process including document prep, scanning, image QA, index, and post processing of customer deliverables. She has been in her Project Management role since 2009, as the single point of contact for customers, in managing the overall process for scan projects, from project kick off to final deliverables and customer invoicing, and consistently scores a high rating with customer satisfaction surveys. Ms. Vokacek also has four years of Team Management experience with ICM in the capacity of building, training, and directing staff on a day-to-day basis in completing customer projects.

Business Units

Organizationally, ICM has multiple business units, each supporting the others, to provide total solutions to our customers. Below is an overview of the various business units.



ICM Qualifications

ICM has over 27 years of experience handling large film scanning projects for the three different film media: roll film, microfiche, and aperture card. We have the film scanning technology, staff, and processes to capture high-quality images from film at competitive rates; making your project economically feasible and practical.

ICM helps clients mitigate the risk of deteriorating film, obsolete film reader equipment, and the associated cost of managing film archives by converting film to electronic files which can then be stored, retrieved, and viewed by web-based document management systems.

Every ICM film scanning project includes:

- Advanced film scanning hardware and software technology
- Automated image processing and document indexing
- Equipment and staff to handle large, complex film scanning projects
- Automatic threshold and visual attendant QA processes
- Experienced film scan technicians who are ICM trained and certified
- Secondary QA processes to inspect images using both automatic and visual methods
- ISO 9008 compliant processes to ensure high-quality deliverables

Secure Transportation

ICM would comply with any customer-communicated, specific transportation policies based on Federal, State, and/or Entity requirements.

In addition, ICM has a documented *Pick-up and Delivery Process* which details the steps for attaining custody of project items or general items from ICM's customers, clients, partners, and/or vendors as well as to provide for inspection, temporary warehousing, and material handling.

In terms of project items, Project Management generally schedules pickup and creates the necessary Pickup Queue in ICM's timecard and order fulfillment systems (P5 and SOPS). This prompts the creation of Container Pick Up, Container Track (or manifest), and Delivery Receipt forms; as warranted. Internally, qualified team member(s) are assigned to the pickup task or a qualified courier service may be contracted.

For internally promoted transport, ICM has adopted Pickup and Delivery protocols premised on three (3) Safeguarding Guidelines:

- Level 1 - Maximum protection
- Level 2 - Elevated protection
- Level 3 - Standard protection

Document Safekeeping and Security

ICM safeguards customer documents in a secure, HIPAA-compliant facility featuring a card-key badge system, picture-ID badges, 24-hour video-surveillance and compartmentalized access to restricted areas. (As required) before working in this secure area, ICM staff members complete the Arizona Department of Public Safety background check and investigation, drug-testing and the ACJIS Network Technical Terminal Operator Certification Program. As appropriate, ICM staff will comply with client requirements that may pertain to Conflict of Interest/Confidentiality.

In addition to the facility being laid out for secure document processing, all ICM employees are screened, and have completed the following checks.

- Each individual on the Scanning Operations team is a citizen of the United States
- Each individual is subjected to a drug test
- Each individual is subjected to a background check
- Each individual signs a Non-Disclosure Agreement

In addition, as part of an award of a long-term contract with the Government Printing Office, ICM has a Department of Defense (DoD) security clearance for both SECRET and CONFIDENTIAL records, which positions ICM to assist contractors and subcontractors with NISPOM compliancy. ICM's FCL status can be verified on the Industrial Security Facilities Database (ISFD), under CAGE Code 1KW33 at http://www.dss.mil/diss/isfd.html.

ICM has eighteen (18) active employees possessing Department of Defense (DoD) security clearance eligibility to the SECRET level. This federal contract extends ICM's digitization and processing services to include both SECRET and CONFIDENTIAL records, and positions ICM to assist contractors and subcontractors with NISPOM compliancy. ICM was sponsored for FCL status per the DD-254 processed by Defense Logistics Agency (DLA) on 1/26/2010.

Security and Location Matter

By 2014, Phoenix has become one of the top 10 data center locations in the U.S. Reasons include proximity to the west coast, low risk of natural disasters, and low risk of terrorism. The likelihood of environmental calamities like hurricanes, tornadoes, catastrophic hail, major flooding, and earthquakes is minimal to non-existent. Your data, at ICM's facility in Phoenix, is in one of the safest-from-natural-disaster-cities in the United States.

Confidentiality / Security

ICM is proudly one of very few imaging companies with a Federally-secure production environment. Based on requirements, ICM has built our production facility to ensure the safekeeping of all customer documents and files while in process. Our production facility was built to process documents both for the Homeland Security Initiative, as well as the medical community's HIPAA initiative. Additionally, all work is performed in the United Sates.

Below are the physical-based security precautions in place to ensure documents and files are safeguarded while in process.

- ICM has a badging system, where all employees and visitors are badged upon entry. All visitors require an escort to move within the facility.
- Each ICM employee is badged with a picture ID badge, which is worn at all times.
- All documents are locked in a secure area unless being worked on. Documents are immediately returned to the secure area after each process step is finished.
- ICM uses 24-hour video surveillance.

In addition to the facility being laid out for secure document processing, all ICM employees are screened, and have completed the following checks.

- Each individual on the Scanning Operations team is a citizen of the United States
- Each individual is subjected to a drug test
- Each individual is subjected to a background check
- Each individual signs a Non-Disclosure Agreement

Going beyond the measures ICM has taken to provide a secure, confidential production environment, we are always responsive to additional confidentiality/security requirements which are provided and required for work by customers.

Network-Level Security

ICM's network is secured from outside intrusion by enterprise-level firewalls and Virtual Private Network (VPN) technology. ICM's network utilizes Microsoft Active Directory which requires that all data resources (files and folders) can only be accessed by a (Windows) account's security object or group permission level. Access to ICM's Active Directory network is strictly maintained through use of Microsoft Group Policies. All ICM data resides on Microsoft Windows File Servers (Server 2008 R2 and Server 2012 R2). These servers are built on the NTFS file system, which is inherently secure, by use of Access Control Lists (ACL).

File-Level Security

ICM is able to encrypt customer data using Bit Locker technology and to implement digital signatures via our Microsoft Certificate Servers. ICM also uses SSH (Secure FTP) for the secure transfer of data to and from our customers.

Disaster Recovery

ICM takes the responsibility of data backup very seriously. Of primary concern is the source data we store for customers (Prep) and files throughout the imaging process (Scan, Process, and Index). In addition, our own internal operations rely on the dependence and availability of our network. To that end, the IT department continues to research the latest technology options to make sure we are keeping up with challenges and requirements. As part of ICM's QMS system, we have documented processes for Information Security and Corporate Backup.

ICM has ready access to customer backup and replicated data whether it is located at ICM Corporate, our co-location facility, or our disaster recovery location.

Backup of Scan Images

ICM Production scans images onto VMware Virtual Servers (VMs) located on our highly redundant Nimble Storage CS240. The VMs run Windows Server 2008 R2 with Microsoft Shadow Copy enabled on the drives where the scanned images are located. Shadow Copying is a first-level defence that allows for the quick restoration of files that may have been accidently deleted.

ICM also uses XXCopy (www.xxcopy.com) to provide two weeks of backups of our Production drives. XXCopy is a scripting batch application that runs as a Scheduled Task every two weeks in a WeekA and WeekB schedule. The key feature of our XXCopy backup process is that the files are backed up onto drives that are not part of our VMware environment and that the WeekA and WeekB backups for a particular project are backed up on to separate physical drive boxes that are attached to a backup server.

Off-Site Disaster Recovery

An important component of a comprehensive disaster recovery plan is a replica copy of electronic data located far enough away that both locations (host and target) would not likely be subject to the same natural disasters. ICM uses VMware Site Recovery Management (SRM) provided by Vigilant Technologies (located in New Jersey). Through this service, ICM's source virtual machine sends 'changed blocks' to a secondary, off-site location where a replica copy is automatically maintained.

Customer Request for Restore

ICM IT would be made aware of an event that causes the need to restore customer data by our Production staff. ICM would perform the restore internally using our documented *Corporate Backup Process* via our Helpdesk system. In the unlikely event that a project milestone or deadline would be affected, the ICM Sales Account Manager would get in contact with the customer to mitigate impact.

Continuity

ICM has three-levels of data backups. Two of those three levels ensure our customer's data is available in the event the ICM Corporate Facility experiences a total environmental failure. One is at our hosted co-location facility: PhoenixNaP in Phoenix, AZ. The second is at our disaster recovery location: IO Data Centers in Edison, New Jersey.

In the unlikely case of a total environmental failure, ICM would need 12 to 24 hours to assess the situation. Once the situation was stable, ICM would contact its customer base with information on a new data location and ICM's means of delivering the data to the customer.

Timeframe for Recovery

The timeframe for recovery varies depending on the individual machine and amount of data lost. Typically, ICM can restore data within one (1) to twenty-four (24) hours. (See 'Continuity' above for the timeframe where a total environmental failure has occurred.)

Protection of Physical Materials In-House

Part of ICM's documented *Information Security Process* includes safeguards for physical materials in-house; both ICM and Customer. Those safeguards which relate to physical materials are:

- Facility intrusion alarms (burglar/broken glass)
- Facility fire alarms & suppression sprinkler system
- Fire extinguisher deployment and maintenance
- Security camera surveillance system(s)
- Receiving Storage & Security Cage

Method of Approach

ICM views every customer as a long-term partner and every project as a joint effort. ICM's definition of a successful project is one in which our customer's internal goals are met. Our management team spends the time up-front, working together with the customer to discover the project requirements and create a Project Plan / Statement of Work (SOW) which details the project scope and cost. This clear, mutual understanding of expectations ensures that each and every project is completed successfully. Below is an overview of our process.

Project Consulting

Once a project has been identified, ICM staff meets with the customer to fully understand all project requirements. Below is a step-by-step overview of the project issues and items discovered and documented.

Understanding the Business Situation and Challenge

ICM interviews stakeholders to understand the business situation and challenge to be solved using imaging technology. This includes the following:

- User community, their needs, and requirements
- Volume of images to be scanned
- Document's media (microfilm, microfiche, etc)
- Complexity of the preparation required to process the documents
- Indexing options required for user searching and retrieval

Propose a 'Best Practices' Approach

After understanding the project requirements, ICM is able to advise the customer on the best, longest-lasting approach (or solution) to solve the business challenge which takes into account the following factors:

- Existing, and planned, computer environment; including Document Management Software, hardware, and other infrastructure items
- Costs and options
- Level of in-house technical expertise
- Volumes, cycle-times, and available internal resources

Considering New Technologies

In addition, ICM would engage its own production staff, CDIA Imaging Experts, and IT staff as needed to address the technical components of the project.

- Security and document access issues
- Record retention and disaster recovery plans
- Existing processes and potential improvements using document imaging technology
- Storage space required for the electronic images

Imaging QA Process

From a Production perspective, ICM performs Quality Control (QC) throughout the imaging process. The earlier a quality control issue is detected the less the cost and time to correct. Quality Control is performed in four (4) levels: 100% Visual Inspection, QA Validation, Exception Reporting, and Final Customer QA.

100% Visual Inspection and Rescans

ICM will perform 100% visual inspection on the scanned images. Images that are "suspect" will be flagged, and re-scanned as necessary at no additional cost, to attempt to obtain a higher-quality image. The results of this process are high-quality images, and it will ensure that any poor quality images are a result of poor quality originals – not a problem with the scan step.

QA Validation

ICM uses several database checks as QA validation steps for the completed database. Wherever possible, ICM uses externally provided data to QA validate the index information. For example, comparing index fields to a list of valid names can validate certain fields. Additionally, checks can be performed using maximum / minimum values to ensure indexes fall within known ranges/ Using logical validation procedures not only provides an excellent QA process for the index step, but also identifies any potential issues of incorrect or mislabelled documents provided by the customer.

Exception Reporting

After completion of a document set, prior to delivery, ICM will have a Project Manager perform "reasonableness" check on the database. Any "exceptions" will be noted and provided to the customer. This "exception report" will enable the customer to ensure that all documents are accounted for, and flag any potential issues regarding missing or inconsistent documents or files.

Final Customer QA

The project is not complete until final approval is received from the client. ICM uses customer feedback to update project specifications, and overall processes within the project. In addition, ICM's file naming convention is used to track to the exact page for any box, for any project, to quickly address and resolve any issues.

ISO 9001:2008 Compliant – Quality Management

ICM is proudly ISO 9001:2008 compliant having achieved third-party certification. ICM has a complete Quality Management System (QMS) in place. This QMS addresses all aspects of our business, and all topics covered in this Solicitation. Our QMS starts with Executive Management items such as Vision and Values, Corporate Structure, Strategic Objectives, and Management Principles.

Acknowledgements

ICM is pleased to submit this response to RFP 042815, Document Scan Conversion for the Gila County Recorder's Office.

Approved By ICM

Patrick Goulet
Vice President of Operations
Date: June 23, 2015

Appendix A: Bidder Checklist Items

The following completed, original, signed forms are placed in this section in the following order:

1. Qualification & Certification Form
2. Price Sheet
3. Reference List
4. No Collusion in Bidding
5. Intentions in Subcontracting
6. Legal Arizona Workers Act Compliance
7. Bidder's Checklist & Addenda Acknowledgement
8. Offer and Acceptance Page
9. Verification of Insurance Coverage
10. W-9

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 042815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
   4320 E Cotton Center Boulevard
   STE 106
   Phoenix, AZ 85040

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _☑_No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _☑_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes _☑_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona:
not applicable
(If Applicable)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number:
not applicable
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

John Harrington
Printed Name

CEO
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: ICM Document Solutions **Phone No.:** 602-678-1978

Description	Cost
Phase I	$ 19,129
Phase II	$ 22,378
Phase III	$ 3,695
TOTAL COST	**$** 45,202

All applicable taxes shall be included in proposed amount.

Pricing Assumptions:

1. Total images will not exceed 1,000,000 images.
2. All three (3) phases are completed by ICM, and not awarded separately.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Arizona State Land Department
   Contact: Carolyn Brown, Project Manager cbrown@azland.gov
   Phone: 602-542-2691 Address: 1616 W Adams Phoenix AZ 85007
   Job Length of Time: 8 Months Ongoing Years
   Job Description: Microfiche conversion of Arizona State Land Records

2. Company Name: Sagicor Life Insurance
   Contact: Thomas Groves, Records Manager thomas_groves@sagicor.com
   Phone: 480-425-5100 Address: 4343 N Scottsdale Rd, #300 Scottsdale
   Job Length of Time: 9 Months Ongoing Years
   Job Description: Microfiche conversion of insurance information.

3. Company Name: Mohave County Courts
   Contact: Terri Williams, Procurement Ofc terri.williams@co.mohave.az.us
   Phone: 928-753-0752 Address: 401 E Spring St Kingman AZ 86402
   Job Length of Time: 20 Months 1.67 Years
   Job Description: Conversion of microfiche of court cases

ICM Document Solutions
Company Name

Signature of Authorized Representative

John Harrington, CEO
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF: Arizona)
)ss
COUNTY OF: Maricopa)

John Harrington
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Chief Executive Officer
(Title)

of ICM Document Solutions and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 042815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said
ICM Document Solutions
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business
ICM Document Solutions
By
Chief Executive Officer
Title

PAULA M. DOBECK-ESCOTO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
2017

Subscribed and sworn to before me this 16 **day of** June, **20** 15.

Paula M Dobeck-Escoto
Notary Public

My Commission expires:
8/07/2017

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

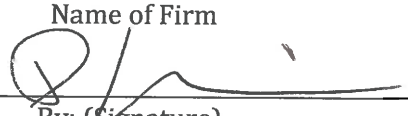
Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

☑ It is not my intention to subcontract a portion of the work.

ICM Document Solutions

Name of Firm



By: (Signature)

John Harrington, Chief Executive Officer

Title

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 delivery of services.

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.

Signature of Authorized Representative

John Harrington

Printed Name

Chief Executive Officer

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	☑
PRICE SHEET	☑
REFERENCE LIST	☑
NO COLLUSION IN BIDDING	☑
INTENTIONS IN SUBCONTRACTING	☑
LEGAL ARIZONA WORKERS ACT COMPLIANCE	☑
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	☑
OFFER AND ACCEPTANCE PAGE	☑
BACKGROUND AUTHORIZATION	☑
W-9	☑

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	MM	MM	MM		
DATE	6/12/15	6/12/15	6/16/15		

Signed and dated this 23rd day of June, 2015.

ICM Document Solutions

Contractor:

By: Pat Goulet, VP Operations

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

ICM Document Solutions
Company Name
4320 E Cotton Ctr Blvd, STE 106
Address
Phoenix AZ 85040
City State Zip

Signature of Person Authorized to Sign
John Harrington
Printed Name
Chief Executive Officer
Title

For Clarification of this Offer, Contact:

Name: Pat Goulet
Title: Vice President, Operations
Phone No.: (480) 269-9302
Fax: (602) 678-1985
Email: patg@icmconv.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. **042815**.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (480) 444-7086 Fax: (480) 444-7088
ALLIANCE LEAD GROUP LLC
DBA: ARMOR INSURANCE PROFESSIONALS
671 E. APACHE BLVD. SUITE 125
TEMPE AZ 85281
Agency Lic#: 206653

CONTACT NAME: Matt Safier
PHONE (A/C, No, Ext): (480) 444-7086 FAX (A/C, No): (480) 444-7088
E-MAIL ADDRESS: Matt.Safier@Armorinsprof.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	
INSURER B : Hartford Underwriters Insurance Company	
INSURER C : Hartford Accident And Indemnity Company	
INSURER D: Cap Specialty	
INSURER E : Hiscox	
INSURER F :	

INSURED
ICM CONVERSIONS INC
4320 E COTTON CENTER BLVD STE 106
PHOENIX AZ 85040

COVERAGES **CERTIFICATE NUMBER:** 6425 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		59SBAPB0281	04/01/15	04/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		59UECVX0603	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		59SBAPB0281	04/01/15	04/01/16	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	59WECVO9469	04/01/15	04/01/16	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $ $	1,000,000 1,000,000 1,000,000
D	Professional/Cyber Liability	X		APP19762190	06/16/15	06/16/16	$5,000,000		
E	Excess Professional/Cyber Liability	X		APP32570190	06/16/15	06/16/16	$5,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Gila County, Gila County's Board of Supervisors, employees, its representatives and agents are Named As Additional Insured with respect to all operations and related work provided by the insured/contractor. The County of Gila is Named As Additional Insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor/Insured including Automobiles owned, leased, hired or borrowed by the Contractor/Insured. A Waiver of Subrogation in favor of Gila County, Gila County's Board of Supervisors, employees, its representatives and agents with respects to the Workers Compensation Coverage.

CERTIFICATE HOLDER

Gila County
1400 E. Ash St.
Globe, AZ 85501

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt Safier

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ICM Conversions, Inc

2 Business name/disregarded entity name, if different from above
ICM Document Solutions

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4320 E. Cotton Center Blvd, Ste 106

Requester's name and address (optional)

6 City, state, and ZIP code
Phoenix, Az 85040

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 6 - 0 6 0 4 0 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ C. Layman | **Date** ▶ 6/16/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PROGRIO
Progress. Growth. Innovation.

June 15, 2015

Gila County Finance Department
Attention: Jeannie Sgroi, Contracts Administrator
Guerrero Complex
1400 East Ash Street
Globe, AZ 85501

Dear Ms. Sgroi and the Gila County Evaluation Committee:

It is with great pleasure that Progrio submits this response to Request for Proposal #042815 for the Gila County Recorder's Office.

Progrio is an industry-leading full service government records management solutions provider. Our previous project expertise goes well beyond providing the core conversion requested in your RFP and we look forward to leveraging that experience for your project. We are well familiar with the actual document types for this project, how they relate to one another, their historical value and the sensitive nature of the information within them.

What makes Progrio different?

- **Deliver Results**: Progrio has provided premier records management services to similar clients such as the Gila County Recorder's Office for over 28 years.
- **Scalability**: Progrio has converted more than 2 billion images for clients since inception, enabling the organization to implement best practices for large projects such as yours.
- **Information Security**: Our facility is located on the Rock Island Arsenal, active Army base.
- **Team Approach**: Together with our clients, Progrio helps guide the project from start to finish, ensuring that client needs and project outcomes are achieved.

Progrio has the ability to successfully perform all work sought by the Gila County Recorder's Office for this project. We invite you to thoroughly review the detail of our response to the items requested by Gila County and very much look forward to providing you with any additional information you might need. Thank you for your consideration and look forward to becoming your partner.

Sincerely,

Joshua Schwarzberg, CEO
309.786.5800 x227 – phone
josh@progrio.com

A. **A brief history of the Company**

Progrio is a full service technology service and solutions provider for government agencies. Progrio was formed to partner with government in the development and implementation of "automating" technologies – specifically in the automation of government records. For more than 28 years, Progrio's continued success has enabled the steady, controlled expansion of our customer base and our solution suite – while continuing to provide state-of-the-art, award-winning solutions. Progrio provides best-of-class document management solutions for state and local government agencies throughout the Country.

Progrio is a technology company that provides document management and conversion services to the public sector including state, county and local governments. Founded in 1986 as American Cadastre Inc., the company's focus was primarily a consulting company working in the international government and land records market. AMCAD completed a constructive re-organization in 2001 through an asset purchase agreement which converted the company to an LLC, AMCAD brought in private capital, new ownership and new management necessary to propel the company into the 21st century. In 2014 AMCAD was purchased by new owners and changed the name to Progrio. During the last decade, Progrio has grown and evolved into a leading information technology company with a wide array of product offerings for the government records market. Progrio is a proven leader in providing the services that ready government, commercial, educational and healthcare records for a software system. Progrio has operated under our present name since November 2014. From 2001-2014 Progrio operated under the name AMCAD, American Cadastre LLC. Prior to that, from 1986 to 2001, the business name was American Cadastre, Inc.

B. **A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.**

Progrio's price sheet is based upon the assumptions below.

Phase 1 - Microfiche Scanning and Image Format

Scanning

- Receive jacketed microfiche at Progrio's Managed Services Center for processing
- Estimated number of images is 1,000,000
- All frames will contain no more than one (1) image
- Images will only appear on one (1) side of the film
- All microfiche will be in excellent condition with no redox, vinegar syndrome or other damage
- Images will be in order on each microfiche jacket from left to right, not top to bottom

- Each batch of microfiche will be scanned with settings that will result in the best quality images for the whole batch
- Scan at 300DPI, 256 shades of gray, 85% compression, with automatic image enhancement
- 100% verification that images meet Progrio quality standards
- Images will be output to JPEG and TIFF files

Image Format

- Images will be grouped in folders by ranges of documents or books
  Example: Book 7 images will be in one folder
- Progrio assumes images will be delivered in order by document type, book or document number

Delivery

- Images will be delivered two hard drive - one containing the JPEG images, the other containing the TIFF images

Phase 2 - Manual Cropping and Indexing

Manual Cropping

- Images will be cropped to remove any excess boarder

Image Format Phase 2

- Images will be separated by document
- Images will be indexed by 1 field: Document number

Delivery

- Images and indexing data will be delivered on one hard drive

Phase 3 - Image Enhancement, Rescanning and Final Formatting

Image Enhancements

- Image deemed poor quality will be manually enhanced and/or rescanned
- Assumes 2% of images will require enhancement
- Images will be placed into final format to be imported into the county's system

Delivery

- Images and indexing data in final format will be delivered two hard drive - one containing the JPED images, the other containing the TIFF images

* After reviewing original source media and determining that it does not fall under these assumptions or processes herein are changed, quoted Progrio pricing may be evaluated and modified.
* Per-unit charges are based on the estimated quantities noted above.
* Prices may need to be re-evaluated in the event of a 2% or more change in total quantities.
* All materials provided by the customer will be free of mold, mildew, and other substances that could be harmful to Progrio employees and\or equipment

* As part of our service and commitment, Progrio offers a thirty (30) day warranty of post conversion support that begins with each delivery. Post support means that we will correct any errors up to a 99.5% accuracy rate in the conversion for the thirty (30) day provided the errors are a result of Progrio's work.
* Due to the subjective nature of interpreting poor quality handwriting from such media, some fields will not be able to be indexed. Where legibility is an issue the field can be left blank.
* A minimum of one (1) half hour will be charged toward each retrieval request at $41.80 per hour.
* The On Demand service shall be available during office hours of the customer or between the hours of 8:00am to 5:00pm CST, CDT (as applicable) Monday to Friday (excluding public holidays). Emergency retrieval services will be available by telephone 24 hours per day and seven (7) days per week.
* All Shipping/Handling is included at no extra charge.

C. **A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.**

4th Judicial District
City of Beaumont, TX
Door County, WI
Harris County, TX
Hennepin County, MN
Pitney Bowes
Pleasant Valley School District, IA
Rockridge High School, IL
St John's County, FL

D. **List the specific qualifications the Contractor has in supplying the specified services.**

Experience

Progrio boasts a national customer base with hundreds of government customers across the United States. We cultivate a staff of experienced industry experts and top customer service professionals to provide our customers the best available solution. We measure the success of our technology solutions by the return-on-investment our customers achieve through the innovative solutions and efficiencies of our products and services.

One of the key differentiators that Progrio brings to Gila County is our unique focus on government records. Our complete understanding of projects of this type is unique in that we understand that these records are not merely loaded into an imaging system – the records require detailed understanding of how and why documents were created to supporting documentation to the existing index data to how the records are currently processed and used.

As the vast majority of our customers are city, county and state officials, all of our key personnel work with equivalent offices to the Recorder's Office each day. Individuals at our Managed Services Center that will work on the Gila County project are responsible for performing and managing projects for County Recorders, County Clerks, Clerks of Court, Registers of Deeds, Sheriffs and Assessors, among others.

Progrio has the resources and the track record to complete all requested work for Gila County. For example, our team successfully completed one of the largest real property public records conversion projects in the industry for Maricopa County, Arizona Recorder's Office. In less than six (6) months, Progrio scanned more than 65 million pages for the County from a variety of media. As a follow up project, Progrio won through competitive bid a contract to manually redact social security numbers and other highly sensitive data from more than 110 million images. In the first eight weeks of the Recorder's Redaction Project, Progrio processed more than 50 million images. The project required a true double manual quality assurance process, with the result that every image was manually reviewed by a unique individual a minimum of two times. The total project included the processing of more than 110 million images and the quality assurance of more than 300 million images. The County performed their own audit and discovered the project exceed all quality requirements, with an overall accuracy exceeding 99.9979%.

Security

The Progrio Managed Services Center was designed from the ground up by our team to be a leading production facility located on the high security, active Rock Island Arsenal military base. The unique location of the building offers our customers unparalleled levels of security in ensuring the safe production and storage of media. The Progrio Managed Services Center was built as a secure location to process and house government records. As a result, Progrio has built internal vaults again exceeding all industry standards for storage. Progrio currently has three (3) types of storage space available: general warehouse storage, one 2-hour vault, and four 4-hour FIRELOCK vaults. Long-term storage options are available in each storage area if the City finds that it would like Progrio to hold records or backup copies after the conversion project is over. All records at Progrio for processing, not in long-term storage, will be stored in the 2-hour media vault. This is immensely important when dealing with highly sensitive information. The information is stored in a secure, protected environment – not just from human interference – but also for general disaster preparedness. Many vendors in this industry may simply house records in general warehouse or office space.

E. **A list of any subcontractors (if applicable) to be used in performing the service must ac-company the Proposal.**

Progrio intends to use the following subcontractor for Phase II:
CPI Data Services
31700 West 13 Mile Road
Suite 205
Farmington Hills, MI 48334

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 042815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
   Progrio LLC
   1710 Whittemore Street, Rock Island, IL 61201
   info@progrio.com 309-786-5800

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___✓___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___✓___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? ___✓___Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract. ** Refer to the page below for explanation.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona:

_____
(If Applicable)

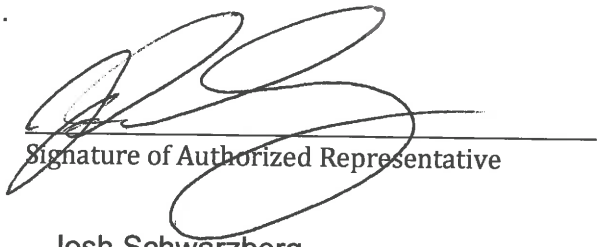
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number:

_____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

**Progrio (as AMCAD) was engaged in contract with the Maricopa County Court Clerk performing a project on-site. The project was terminated due to funding reasons. Project started in 2012 and ended a couple of months early in December 2013. Was in good standing with the County upon project termination.



Signature of Authorized Representative

Josh Schwarzberg
Printed Name

CEO
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: Progrio LLC **Phone No.:** 309-786-5800

Description	Cost
Phase I 1,000,000 images Unit Price: $0.0287 per image	$ 28,700.00
Phase II 1,000,000 images Unit Price: $0.0410 per image	$ 41,000.00
Phase III 20,000 images *Unit Price: $0.2060 per image	$ 4,120.00
TOTAL COST	$ 73,820.00

*Includes preparing the final format for all 1,000,000 as outlined in Phase III. Price per unit will be for images designated for rescan.

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Minnesota Fourth Judicial District
   Contact: Mr. Dave Wiklund
   Phone: 612-543-1392 Address: 300 S. Sixth St, Minneapolis, MN 55487
   Job Length of Time: 5 Months 4 Years
   Job Description: As part of a larger 130 million image project, Progrio scanned, indexed and delivered 3.8 million images from microfiche.

2. Company Name: Harris County Sheriff
   Contact: Monica Williamson
   Phone: 713-921-8756 Address: 601 Lockwood St, Houston, TX 77011
   Job Length of Time: 7 Months _____ Years
   Job Description: Progrio scanned, indexed and delivered 385,000 images from microfiche for the Harris County Sheriff's Office.

3. Company Name: Hennepin County, Minnesota
   Contact: Michell DesJardin
   Phone: 612-348-5103 Address: 300 S. 6th Street, Minneapolis, MN 55487
   Job Length of Time: 18 Months _____ Years
   Job Description: Progrio has served Hennepin County has a customer for over nine years. As part of that service, Progrio successfully delivered 5.5 million images and index data from microfiche.

Progrio LLC
Company Name

Signature of Authorized Representative

CEO
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF:)
)ss
COUNTY OF:)

Josh Schwarzberg
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is CEO
(Title)

of Progrio LLC and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 042815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said

Progrio LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Progrio LLC
Name of Business

Josh Schwarzberg
By

CEO
Title

Subscribed and sworn to before me this 15th **day of** June, **20** 15.

Gabrielle Goemaat
Notary Public

My Commission expires:
June 28, 2015

NOTARIAL SEAL
GABRIELLE GOEMAAT
Commission Number 773631
My Commission Expires
June 28, 2015

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☑ It is my intention to subcontract a portion of the work.

☐ It is not my intention to subcontract a portion of the work.

Progrio LLC
Name of Firm

By: (Signature)

CEO
Title

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 delivery of services.

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.

Signature of Authorized Representative

Josh Schwarzberg
Printed Name

CEO
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER AND ACCEPTANCE PAGE	✓
BACKGROUND AUTHORIZATION	N/A
W-9	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	✓ #1	✓ #2	#3	#4	#5
INITIALS	[illegible]	[illegible]			
DATE	6/11/15	6/12/15			

Signed and dated this 15 day of JUNE, 2015.

Progria
Contractor:

By: [signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

Progrio LLC
Company Name
1710 Whittemore Street
Address
Rock Island IL 61201
City State Zip

Signature of Person Authorized to Sign
Josh Schwarzberg
Printed Name
CEO
Title

For Clarification of this Offer, Contact:

Name: Josh Schwarzberg
Title: CEO
Phone No.: 309-786-5800
Fax: 309-786-5900
Email: josh@progrio.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. **042815**.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
PROGRIO LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
1710 WHITTEMORE ST

Requester's name and address (optional)

City, state, and ZIP code
ROCK ISLAND, IL 61201

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
4 7 - 2 0 3 5 9 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 11/7/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER AND ACCEPTANCE PAGE	_____
BACKGROUND AUTHORIZATION	_____
W-9	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	✓ #3	#4	#5
INITIALS	_____	_____	TDS	_____	_____
DATE	_____	_____	6/16/15	_____	_____

Signed and dated this 16TH day of June, 2015.

Progrio

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

ORIGINAL

Request for Proposal

RFP # 042815
Conversion of
1969 – 1997 Official Records

Presented to:

Gila County AZ
Recorder's Office
1400 E. Ash Street
Globe, AZ 85501

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Rhonda Olson
Project Manager
rolson@us-imaging.com
(989) 754-9949

June 15, 2015

US ★ Imaging

June 15, 2015

Charlotte Williams
County Clerk's Office
Gila County AZ
1400 E. Ash Street
Globe, AZ 85501

US Imaging, Inc. is pleased to present this Request for Proposal to scan original microfilm jackets for 1969 - 1997 Official Records for Gila County AZ, and we acknowledge Addendum #1 and #2. Our team will provide the County with an unparalleled combination of services and technology to provide the highest quality images and indexes possible. We exceed all ANSI, AIIM, NACRC & PRIA standards and are County's premier Scanning vendor due to our:

- **Experience** – We have been in the imaging business for 39 years and have successfully scanned & indexed Land Records for over 500 Recorders and work with nearly every Recording System vendor in America.
- **3 Stage Process** – Our unique 3 Stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: Off-Site Scanning** – US Imaging will provide all necessary hardware, software and staff to perform on-site scanning of all the media types for this project.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We utilize the newest scanners for every media type.
- **Color & Bi-Tonal Images** – We scan all media at 300 dpi and provide images as both Color JPEG and Black & White TIFF formats. JPEG's are an exact digital backup & TIFF's provide superior system performance.
- ***ImageXpress* Software** – An simple utility that provides easy access to images by Book-Page #, Document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Crop, Inspect & Index** – Images are cropped, inspected twice, indexed twice, 2 databases are compared and any mismatches are corrected to provide 99.95% indexing accuracy.
- **Poor Quality Reporting** – Images are inspected twice as 12" x 16" images for legibility. We create a detailed Poor Quality Image Report that identifies the Book-Page # or Document-Page # of every poor quality TIFF image and the reason why it should be enhanced: too light, too dark, blurry, missing, microfilm retake, etc.
- ***ImageReview* Software** - A simple utility that sorts the poor quality image report and displays the poor quality images. The County can quickly review the poor quality images, remove acceptable images from the report and control the level of quality and the budget for enhancing poor quality images.
- **Stage 3: Image Enhancement** – US Imaging has developed the unique ability to adjust the contrast of Poor Quality TIFF images. We can adjust any light or dark area of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible TIFF images possible.
- **Formatting** – We have successfully formatted both images and indexes for multiple *Systems*.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free, forever.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 754-9949 or e-mail rolson@us-imaging.com.

Sincerely,

Rhonda Olson
Project Manager

400 S. Franklin Street • Saginaw, MI 48607
Phone: (989) 753-7933 • Fax: (800) 517-4293

Brief History of US Imaging:

US Imaging was founded in 1976 as Micro Tec, a microfilm service bureau with 50 employees serving Financial and Healthcare entities in the Mid-West. In 1996, Micro Tec merged with 25 other service bureaus to form ImageMax, a nationwide service bureau with 600 employees serving Financial, Healthcare, State and Local Government. In 2006, the Government team left ImageMax to form US Imaging and focus exclusively on serving County Recorders. We have successfully served over 500 Counties nationwide.

Specific Qualifications US Imaging has in supplying the specified services:

- We have scanned and indexed more Records for more Counties than all of our competitors in the United States combined.
- We scan all media in color or grayscale and provide both JPEG & TIFF images, if a County ever questions the content of a TIFF image, they can view the JPEG to see exactly what the original image looked like.
- We have developed a custom capture, indexing and enhancing software program called ***ImageXpert***.
- We have developed ***ImageXpress*** retrieval software and provide it at no charge, so that Counties can easily access single page TIFF and JPEG images while indexing and enhancing is taking place.
- We have developed ***ImageReview*** software to allow Counties to easily inspect and approve poor quality images for enhancement.
- We display TIFF and JPEG images at full size on 2 portrait monitors and compare every TIFF to every JPEG and report any illegible TIFF images.
- We only utilize double wall construction archival quality storage boxes.
- Our secured facility currently stores over 100,000 boxes of confidential legal and medical records for over 100 clients. Every box contains a barcode label with a unique number to identify the customer name, document type, first and last document within each box. Every box is physically tracked within a 1' x 1' location and can be physically located within seconds. Our database also tracks every employee that has touched each box.
- All of the Gila AZ microfiche for the range of this project is stored at our facility located at 400 S. Franklin Street, Saginaw, MI 48607.
- We can provide retrievals 24/7 and scan or fax documents within 15 minutes of request.
- We guarantee the quality and accuracy of the images and indexes. If the County should every have any issue, we will fix it for free, forever.
- We are currently Tyler Technologies preferred partner to scan and index microfiche for Tyler Recorder. We have successfully formatted images for over 40 Tyler Technologies customers.
- US Imaging will complete Phase 1 within 30 days, Phase 2 within 4-6 months and Phase 3 within 2-3 months for completion of the entire project to be within 1 year of the start date.

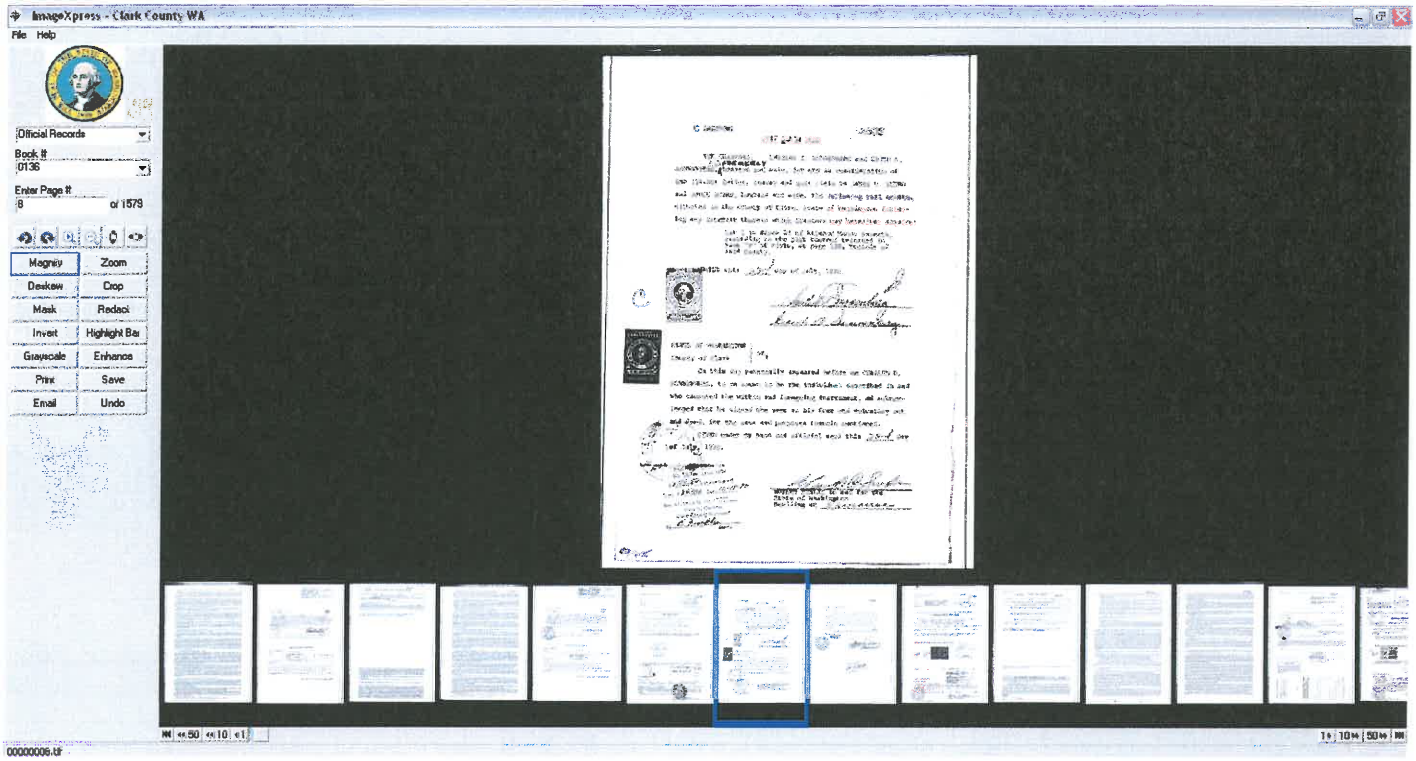
Gila County Requirements:

- **Originals** – County will request authorization to scan original jackets at current off-site storage facility in Saginaw, MI.
- **On-Site Space** – Off-Site storage facility will provide a 6' x 12' space with access 24 hours per day, 7 days per week.
- **Index Data** – County will provide a text file of the book and page # of the first page of each document from the computer index for book 640 through book 916.
- **Hardware** – County will allocate 100GB of Hard Drive Space to import TIFF images into the Tyler Recording System.
- **Formats** – County will provide current Image and Index formats for Tyler Recording System to US Imaging.
- **Import** – County will contract with Tyler Technologies to import images and indexes into the Recording System 1 time.
- **Pilot** – County will inspect 1,000 images from a pilot sample to approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review & approve images on the poor quality image report for enhancement.

US Imaging Requirements:

Stage 1 – Scan JPEG & TIFF On-Site for *ImageXpress*:

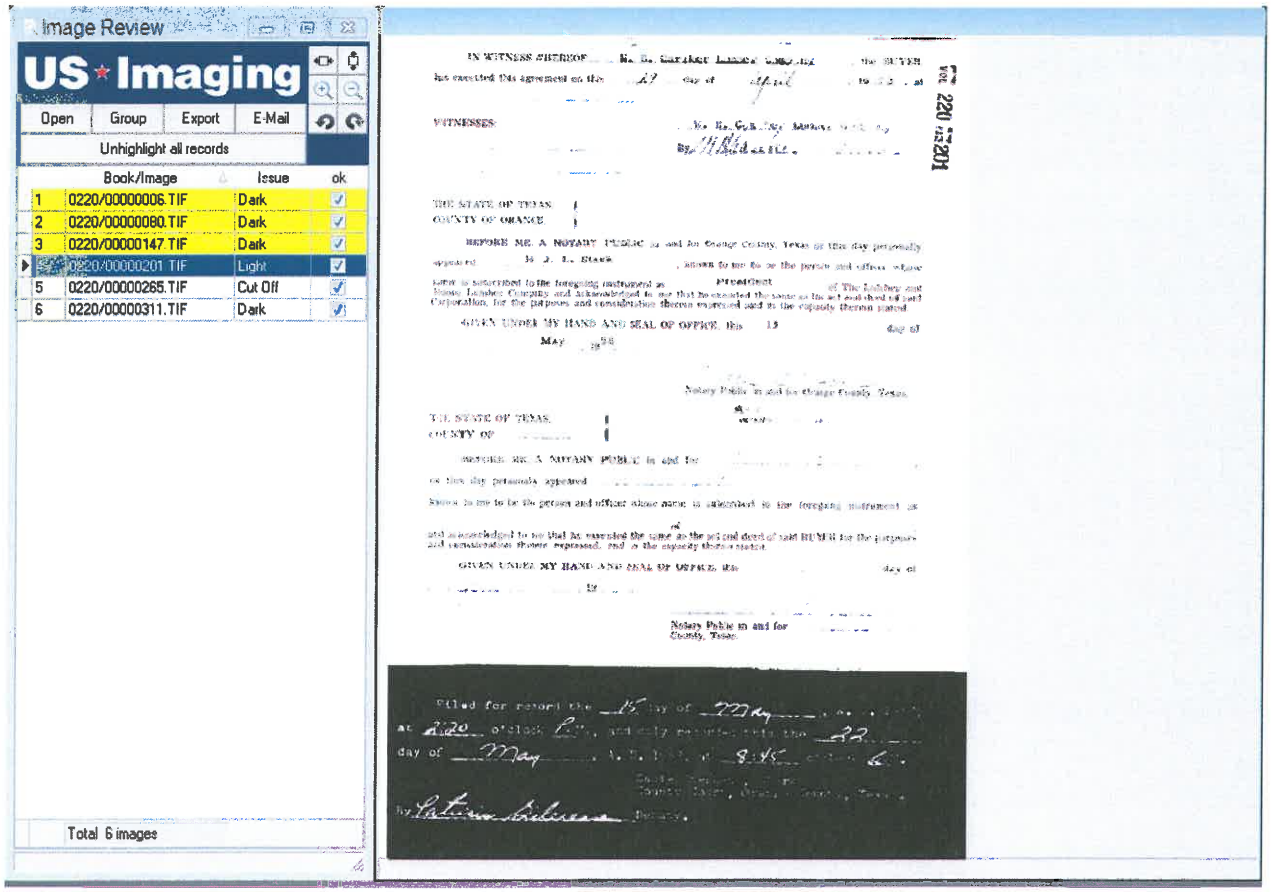
- **On-Site Scanning** – US Imaging will provide all necessary hardware, software and staff to perform on-site scanning of all the media types for this project.
- **Media Tacking** – We will apply sequentially numbered Barcode Labels to each Box of jackets for tracking the physical media during the conversion process. We will provide an On-Line Inventory Report to track the location and progress of each box of jackets by the Box #, Book Range or Document Range. Our staff will input their employee # and quantity of images after completing each Stage: scanning, cropping, inspecting, indexing, enhancing, formatting and shipping. The County can also utilize this report to track which images have been imported and accepted into the system.
- **Microfilm Jacket Inspection** – Each jacket will be inspected for scratches, dirt, damaged film, bent, and density throughout each Microfilm Jackets. If Diazo copies are interfiled with silver film, the Diazo will be removed from the original filing system and stored in order in a separate Diazo filing system. If Microfilm Jackets is damaged, deteriorating from Vinegar Syndrome or Redox, we will notify the County and request different copies.
- **Microfilm Jacket Scanning** - Microfilm contains 256 shades of gray. 100% of the microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry standard JPEG format. JPEG images are sequentially numbered by a zero filled 8 digit number and stored in folders named by Book Type and Book # or Document # Range for approximately 1,000 documents.
- **On-Site Content Inspection** – Our staff will inspect during scanning. Our staff will inspect 100% of the images on-site to guarantee that 100% of the pages have been captured in their entirety.
- **Automatic Image Enhancement** - Each TIFF image will be automatically deskewed and solid black borders will be automatically cropped for optimum file compression. Despeckle is not performed on scanned images.
- **Stage 1 Image Format** – Images will be stored in directories named by Document Type, Image Type and Book # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Book, Box, Roll or Document Range.
- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- **Pilot Images** – 1,000 sample images will be cropped, inspected, indexed, enhanced and formatted for the Recording System. Pilot images will also be saved as multi-page TIFF files that are named by the Book-Page # or Document # for easy viewing with any image viewer. We will e-mail a link, user name and password to download the Pilot Images from our FTP site.
- ***ImageXpress*** – We will provide a software utility called *ImageXpress* to allow the County to retrieve single page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed ,Cropped, Redacted, Masked, Inverted and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving or e-mailing as TIFF, JPEG or PDF.



Stage 2: Crop, Index & Inspect for *ImageReview*:

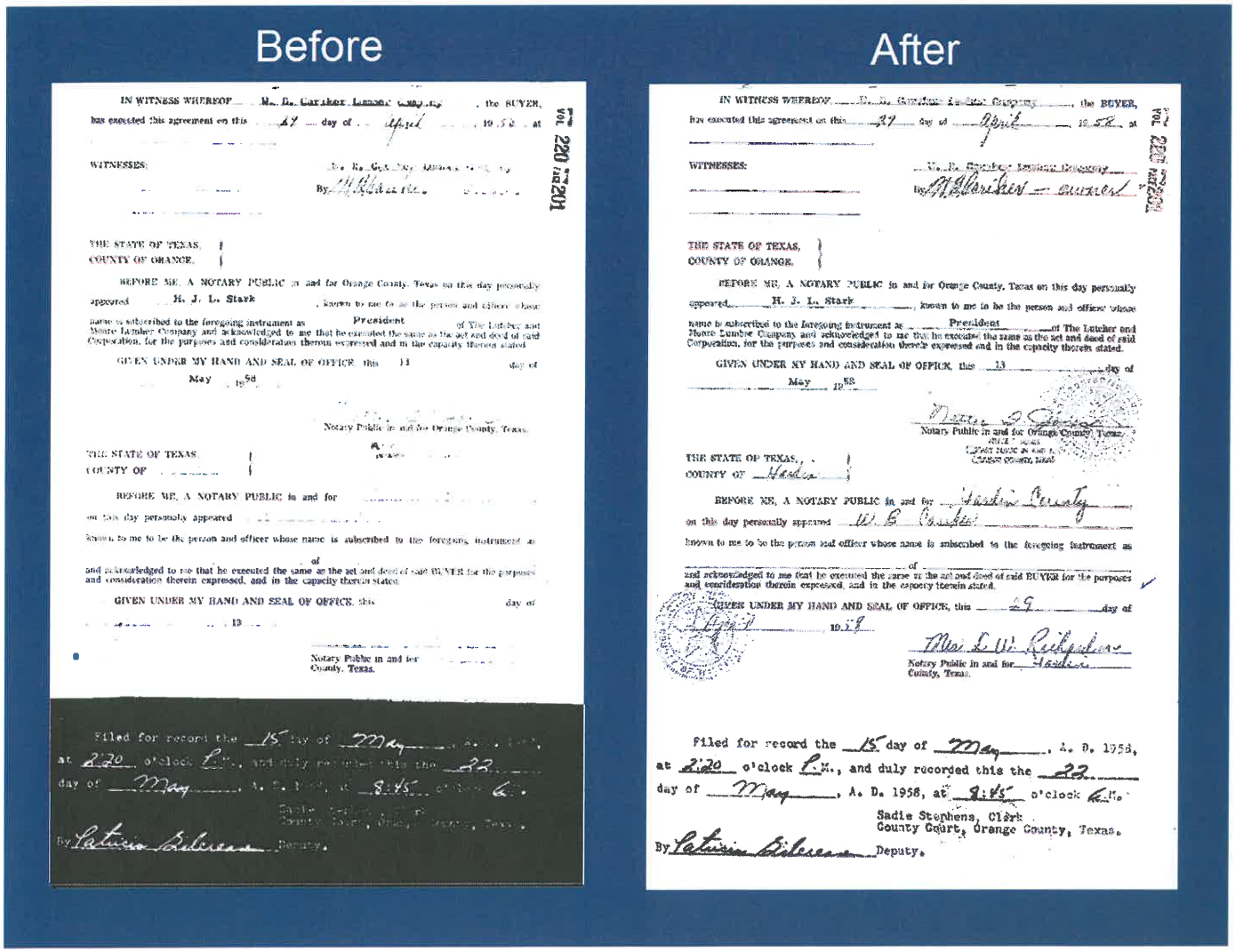
- **Manual Cropping** – Due to certain camera backgrounds, page sizes, scratches on film and film formats, the automatic crop included in automatic cropping may leave large white borders, black borders, black lines and shadows on the images. Manual cropping is performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Manual Document Group[1] & Index[1]** – Our staff will manually group individual images together as documents and index each document by the Document # or the Book-Page # of the first page of the Document. Manual Grouping and indexing is done in a single pass and the accuracy will be approximately 98.5%.
- **Automatic Document Group & Index** – Computer Index data for 275,000 images worth documents will be provided to automatically group images together as documents. The Computer Index data will include the Book-Page # of the first page of each document. US Imaging will inspect every 10th document to insure that the Book-Page # data is in sync with the Book-Page # indexed on each page. If a mismatch is located, we will backup 10 documents and go image by image to locate the mismatch, make the necessary correction to return to sync.
- **Image Inspection** – Both Color JPEG and Black & White Images will be displayed side by side on two 20" monitors as full size 8.5" x 14" images. Our staff will compare the Black & White TIFF to the Color JPEG to make insure that all extremely light and extremely dark data has been captured properly. They will also look for specific details such as party names, legal description, signatures, time-date stamps and Book-Page numbers during this process. If any part of the TIFF image is considered illegible it will be added to the Poor Quality Image Report. The problems to be identified include: dark, light, cut off, blurry, A page, duplicate, missing, microfilm retake, and poor original.
- **Poor Quality Image Report** – US Imaging will provide a report on the USB Hard Drive of single page TIFF images that identifies the Liber # or Document # Range, sequential TIFF image # and reason why it has been flagged (light, dark, blurry, poor quality original, A Page, duplicate, missing, etc.) The poor quality image report will identify the exact number of poor quality images so the County can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.

- **Stage 2 Image Format –** Cropped, inspected and indexed images will be stored in directories named by Document Type, Image Type and Book #, Box # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Book, Box, Roll or Document Range. Indexes will be stored in a comma delimited text file and can be viewed along with the images.
- **USB Hard Drives** – All cropped, inspected and indexed TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- ***ImageReview* Software** - We will provide a reviewing software program called ***ImageReview*** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc). ***ImageReview*** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ***ImageReview*** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ***ImageReview*** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ***ImageReview*** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.



Stage 3 – Enhance & Format for the Eagle *Recording System*:

- **Image Enhancement** – US Imaging will adjust the poor contrast of County approved images. Our staff will enhance the entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time in the future at no charge. US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Rescanning** – In some cases, after all digital enhancement has been exhausted, US Imaging may return to the County to physically rescan media at different scanner settings to obtain a lighter or darker image. Return and rescanning will be performed at no additional charge to County.
- **Stage 3 Image Format** – All final images and indexes will be formatted for accurate importing into your Eagle Recording System.
- **USB Hard Drives** – All formatted images will be copied to 2 sets of external 2TB USB Hard Drives. 1 set will be shipped to the County for importing and on-site backup. 1 set will be stored at US Imaging for off-site backup.



Stage 1-3: Scan, Crop, Index, Inspect & Enhance Scan 1969 – 1997 Books from 4" x 6" Microfilm Jackets On-Site

1,000,000	Images	@	60	Images Per 4" x 6", 5 Channel Jacket	=	16,667	Jackets
1,000,000	Images	@	10%	Poor Quality Images	=	100,000	Poor Images
1,000,000	Images	@	1,000	Images per Gigabyte for JPEG Format	=	1,000	GB for JPEG's
1,000,000	Images	@	10,000	Images per Gigabyte for TIFF Format	=	100	GB for TIFF's
Stage 1							
0		@	$0.00	Travel, Shipping and Configuration of Equipment	=	$0.00	
0	Days	@	$0.00	Per Day Scanning with 24/7 Access	=	$0.00	
1,000,000	Images	@	$0.025	Per Image to Scan 300dpi JPEG Image	=	$25,000.00	
1,000,000	Images	@	$0.01	Per JPEG to Convert to TIFF	=	$10,000.00	25%
2	Drives	@	$200.00	Per 1TB USB Hard Drive	=	$400.00	$35,400.00
Stage 2							
1,000,000	Images	@	$0.025	Per TIFF to Remove Excess Borders	=	$25,000.00	
1,000,000	Images	@	$0.025	Per TIFF to Single Inspect & Report Quality	=	$25,000.00	
725,000	Images	@	$0.025	Per TIFF to Single Group & Index Pages as Docs	=	$18,125.00	
275,000	Images	@	$0.01	Per TIFF to Auto Group & Index Pages as Docs	=	$2,750.00	50%
1	Drive	@	$200.00	Per 1TB USB Hard Drive	=	$200.00	$71,075.00
Stage 3							
100,000	Images	@	$0.35	Per JPEG to Enhance Poor Quality	=	$35,000.00	
1	Drive	@	$200.00	Per 1TB USB Hard Drive	=	$200.00	25%
3	Shipping	@	$25.00	Per USB Hard Drive shipped via UPS	=	$75.00	$35,275.00
				Total Investment	=	**$141,750.00**	

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued when at Stage 1, Stage 2 and Stage 3. Stages can be divided into multiple shipments & invoices if desired.

US Imaging, Inc.
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	STATE	COUNTY
1	AR	Boone County
2	AR	Bradley County
3	AR	Lee County
4	AR	Miller County
5	AR	Montgomery County
6	AR	Pulaski County
7	AR	St. Francis County
8	AR	Union County
9	AZ	Coconino County
10	AZ	Gila County
11	AZ	Graham County
12	AZ	Santa Cruz County
13	CA	Amador County
14	CA	Contra Costa County
15	CA	Kern County
16	CA	Modoc County
17	CA	Mono County
18	CA	San Joaquin County
19	CA	San Luis County
20	CA	Santa Barbara County
21	CA	Siskiyou County
22	CA	Stanislaus County
23	CO	Archuleta County
24	CO	Baca County
25	CO	Bent County
26	CO	Boulder County
27	CO	Chaffee County
28	CO	Cheyenne County
29	CO	Clear Creek County
30	CO	Conejos County
31	CO	Cripple Creek, City of

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32	CO	Crowley County
33	CO	Delta County
34	CO	Dolores County
35	CO	Douglas County
36	CO	Fremont County
37	CO	Garfield County
38	CO	Gilpin County
39	CO	Hinsdale County
40	CO	Huerfano County
41	CO	Lincoln County
42	CO	Mesa County
43	CO	Montrose County
44	CO	Park County
45	CO	Pitkin County
46	CO	Pueblo County
47	CO	Rio Blanco County
48	CO	Rio Grande County
49	CO	San Juan County
50	CO	San Miguel County
51	CO	Summit County
52	CO	Teller County
53	CO	Weld County
54	FL	Alachua County
55	FL	Sarasota County
56	HI	Hawaii
57	IA	Linn County
58	ID	Ada County
59	ID	Bingham County
60	ID	Cassia County
61	ID	Latah County
62	ID	Lewis County
63	ID	Minidoka County

US Imaging, Inc.
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64	ID	Teton County
65	IL	Adams County
66	IL	Boone County
67	IL	Bureau County
68	IL	Champaign County
69	IL	Clinton County
70	IL	Cook County
71	IL	Hancock County
72	IL	Henry County
73	IL	Iroquois County
74	IL	Jackson County
75	IL	Jefferson County
76	IL	Knox County
77	IL	LaSalle County
78	IL	Lee County
79	IL	Madison County
80	IL	McHenry County
81	IL	McLean County
82	IL	Monroe County
83	IL	Morgan County
84	IL	Moultrie County
85	IL	Peoria County
86	IL	Putnam County
87	IL	Sangamon County
88	IL	Vermilion County
89	IL	Warren County
90	IL	Winnebago County
91	IL	Woodford County
92	IN	Allen County
93	IN	Benton County
94	IN	Cass County
95	IN	Dearborn County

US Imaging, Inc.
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(Confidential)

96	IN	Dekalb County
97	IN	Delaware County
98	IN	Floyd County
99	IN	Fulton County
100	IN	Greene County
101	IN	Hancock County
102	IN	Harrison County
103	IN	Hendricks County
104	IN	Henry County
105	IN	Howard County
106	IN	Huntington County
107	IN	Jackson County
108	IN	Jasper County
109	IN	Jefferson County
110	IN	Jennings County
111	IN	Knox County
112	IN	Koscuisko County
113	IN	LaGrange County
114	IN	LaPorte County
115	IN	Madison County
116	IN	Marion County
117	IN	Marshall County
118	IN	Miami County
119	IN	Monroe County
120	IN	Montgomery County
121	IN	Morgan County
122	IN	Noble County
123	IN	Owen County
124	IN	Parke County
125	IN	Perry County
126	IN	Porter County
127	IN	Posey County

US Imaging, Inc.
CUSTOMER LIST
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128	IN	Pulaski County
129	IN	Putnam County
130	IN	Ripley County
131	IN	Spencer County
132	IN	St. Joseph County
133	IN	Steuben County
134	IN	Tippecanoe County
135	IN	Vanderburgh County
136	IN	Vigo County
137	IN	Wabash County
138	IN	Warrick County
139	IN	Washington County
140	IN	White County
141	IN	Whitley County
142	KS	Barber County
143	KS	Barton County
144	KS	Bourbon County
145	KS	Butler County
146	KS	Cherokee County
147	KS	Clay County
148	KS	Coffee County
149	KS	Cowley County
150	KS	Douglas County
151	KS	Gove County
152	KS	Graham County
153	KS	Harper County
154	KS	Jackson County
155	KS	Jefferson County
156	KS	Johnson County
157	KS	Kiowa County
158	KS	LaBette County
159	KS	Lyon County

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160	KS	Miami County
161	KS	Morris County
162	KS	Morton County
163	KS	Nemaha County
164	KS	Neosha County
165	KS	Ness County
166	KS	Osage County
167	KS	Pottawatomie County
168	KS	Pratt County
169	KS	Putnam County
170	KS	Riley County
171	KS	Saline County
172	KS	Stafford County
173	KS	Trego County
174	KS	Wilson County
175	KS	Woodson County
176	KY	Anderson County
177	KY	Bell County
178	KY	Boyd County
179	KY	Bracken County
180	KY	Carroll County
181	KY	Clark County
182	KY	Daviess County
183	KY	Fleming County
184	KY	Graves County
185	KY	Green County
186	KY	Greenup County
187	KY	Hancock County
188	KY	Henry County
189	KY	Hopkins County
190	KY	Jessamine County
191	KY	Livingston County

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192	KY	Lyon County
193	KY	Madison County
194	KY	Mason County
195	KY	McLean County
196	KY	Menifee County
197	KY	Monroe County
198	KY	Nicholas County
199	KY	Ohio County
200	KY	Scott County
201	KY	Simpson County
202	KY	Spencer County
203	KY	Union County
204	KY	Warren County
205	KY	Webster County
206	ME	Hancock County
207	ME	Kennebec County
208	ME	York County
209	MI	Allegan County
210	MI	Alpena County
211	MI	Barry County
212	MI	Bay County
213	MI	Benzie County
214	MI	Berrien County
215	MI	Branch County
216	MI	Calhoun County
217	MI	Cass County
218	MI	Chippewa County
219	MI	Clinton County
220	MI	Eaton County
221	MI	Emmet County
222	MI	Genesee County
223	MI	Grand Traverse County

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CUSTOMER LIST
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224	MI	Gratiot County
225	MI	Huron County
226	MI	Ionia County
227	MI	Jackson County
228	MI	Kalamazoo County
229	MI	Kalkaska County
230	MI	Kent County
231	MI	Lapeer County
232	MI	Leelanau County
233	MI	Lenawee County
234	MI	Livingston County
235	MI	Manistee County
236	MI	Marquette County
237	MI	Mason County
238	MI	Midland County
239	MI	Monroe County
240	MI	Montcalm County
241	MI	Newaygo County
242	MI	Oceana County
243	MI	Ogemaw County
244	MI	Osceola County
245	MI	Otsego County
246	MI	Ottawa County
247	MI	Presque Isle County
248	MI	Roscommon County
249	MI	Saginaw County
250	MI	Sanilac County
251	MI	Schoolcraft County
252	MI	Shiawassee County
253	MI	St. Joseph County
254	MI	Tuscola County
255	MI	Van Buren County

US Imaging, Inc.
CUSTOMER LIST
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256	MI	Wayne County
257	MI	Washtenaw County
258	MI	Wexford County
259	MN	Anoka County
260	MN	Blue Earth County
261	MN	Brown County
262	MN	Chippewa County
263	MN	Cottonwood County
264	MN	Crow Wing County
265	MN	Dakota County
266	MN	Faribault County
267	MN	Fillmore County
268	MN	Houston County
269	MN	Kandiyohi County
270	MN	Lac Qui Parle County
271	MN	Lyon County
272	MN	Mahnomen County
273	MN	Marshall County
274	MN	Martin County
275	MN	McLeod County
276	MN	Mille Lacs County
277	MN	Mower County
278	MN	Olmsted County
279	MN	Ottertail County
280	MN	Sherburne County
281	MN	St. Louis County
282	MN	Todd County
283	MN	Washington County
284	MN	Watonwan County
285	MN	Winona County
286	MO	Audrain County
287	MO	Boone County

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288	MO	Cape Girardeau County
289	MO	Christian County
290	MO	Crawford County
291	MO	Franklin County
292	MO	Gasconade County
293	MO	Johnson County
294	MO	Lafayette County
295	MO	Linn County
296	MO	Macon County
297	MO	Maries County
298	MO	Marion County
299	MO	Pettis County
300	MO	Phelps County
301	MO	Pike County
302	MO	Saline County
303	MO	St. Charles County
304	MO	St. Francois County
305	MO	St. Genevieve County
306	MO	St. Louis City
307	MO	Taney County
308	MO	Texas County
309	MT	Fallon
310	MT	Jefferson County
311	MT	Park County
312	MT	Powder River County
313	MT	Roosevelt County Abstract
314	MT	Rosebud County
315	MT	Silver Bow County
316	MS	Jackson County
317	MS	McDowell County
318	NC	Alleghany County
319	NC	Anson County

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320	NC	Ashe County
321	NC	Bladen County
322	NC	Caldwell County
323	NC	Cabarrus County
324	NC	Carteret County
325	NC	Catawba County
326	NC	Chatham County
327	NC	Cherokee County
328	NC	Clay County
329	NC	Columbus County
330	NC	Cumberland County
331	NC	Davie County
332	NC	Haywood County
333	NC	Hoke County
334	NC	Lee County
335	NC	Macon County
336	NC	Martin County
337	NC	McDowell County
338	NC	Northampton County
339	NC	Robeson County
340	NC	Sampson County
341	NC	Stokes County
342	NC	Swain County
343	NC	Transylvania County
344	NC	Union County
345	NC	Vance County
346	NC	Warren County
347	NC	Wilkes County
348	NC	Yadkin County
349	ND	Burleigh County
350	ND	Cass County
351	ND	Golden Valley County

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352	ND	Griggs County
353	ND	McIntosh County
354	ND	McKenzie County
355	ND	McLean County
356	ND	Mercer County
357	ND	Ramsey County
358	ND	Ransom County
359	ND	Richland County
360	ND	Stark County
361	ND	Towner County
362	ND	Wells County
363	ND	Williams County
364	NE	Dodge County
365	NE	Douglas County
366	NE	Union Pacific
367	NH	Belknap County
368	NH	Cheshire County
369	NH	Hillsborough
370	NH	Merrimack County
371	NM	Bernalilo County
372	NM	Chaves County
373	NM	Los Alamos County
374	NM	San Juan County
375	NV	Douglas County
376	NV	Elko County
377	NV	Lander County
378	NV	Nye County
379	NV	Washoe County
380	NV	White Pine County
381	NY	Livingston County
382	NY	Schoharie County
383	OH	Erie County

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384	OH	Licking County
385	OH	Logan County
386	OH	Marion County
387	OH	Medina County
388	OH	Miami County
389	OH	Shelby County
390	OH	Wood County
391	OH	Union County
392	OR	Gilliam County
393	OR	Jefferson County
394	OR	Wheeler County
395	PA	Berks County
396	PA	Butler County
397	PA	Elk County
398	PA	Indiana County
399	PA	Lawrence County
400	PA	Wyoming County
401	PA	York County
402	SC	Aiken County
403	SC	Calhoun County
404	SC	Jasper County
405	SC	Lancaster County
406	SC	Laurens County
407	SC	Pickens County
408	SD	Butte County
409	SD	Hutchinson County
410	TN	Grainger County
411	TN	Knox County
412	TN	Marion County
413	TN	Van Buren County
414	TX	Atascosa County
415	TX	Bexar

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416	TX	Blanco County
417	TX	Cass County
418	TX	Chambers County
419	TX	Erath County
420	TX	Fort Bend County
421	TX	Galveston County
422	TX	Gillespie County
423	TX	Gregg County
424	TX	Hurst, City of
425	TX	Jefferson
426	TX	Jourdanton Library
427	TX	Liberty County
428	TX	Live Oak County
429	TX	Lubbock County
430	TX	Moore County
431	TX	Orange County
432	TX	San Patricio County
433	TX	Shelby County
434	TX	Somervell County
435	TX	Tarrant County
436	TX	Tom Green County
437	TX	Upshur
438	TX	Uvalde County
439	UT	Box Elder County
440	UT	Davis County
441	UT	Weber County
442	VA	Bedford County
443	VA	Caroline County
444	VA	Carroll County
445	VA	Chatham County
446	VA	Chesapeake, City of
447	VA	Chesterfield County

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448	VA	Clarke County
449	VA	Fluvanna County
450	VA	Isle of Wight County
451	VA	Kent County
452	VA	New Kent County
453	VA	Orangeburg County
454	VA	Prince William County
455	VA	Roanoke County
456	VA	Suffolk County
457	VA	Sussex County
458	WA	Asotin County
459	WA	Adams County
460	WA	Clark County
461	WA	Columbia County
462	WA	Cowlitz County
463	WA	Island County
464	WA	Pierce County
465	WA	San Juan County
466	WA	Snohomish County
467	WA	Spokane County
468	WA	Whatcom County
469	WA	Whitman County
470	WI	Barron County
471	WI	Brown County
472	WI	Buffalo County
473	WI	Burnett County
474	WI	Calumet County
475	WI	Clark County
476	WI	Columbia County
477	WI	Crawford County
478	WI	Dane County
479	WI	Dunn County

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(Confidential)

480	WI	Eau Claire County
481	WI	Green Lake County
482	WI	Iowa County
483	WI	Jackson County
484	WI	Kenosha County
485	WI	La Crosse County
486	WI	Lafayette County
487	WI	Lincoln County
488	WI	Milwaukee County
489	WI	Oconto County
490	WI	Ozaukee County
491	WI	Pierce County
492	WI	Portage County
493	WI	Racine County
494	WI	Rock County
495	WI	Sawyer County
496	WI	Sheboygan County
497	WI	St. Croix County
498	WI	Taylor County
499	WI	Trempeauleau County
500	WI	Vernon County
501	WI	Washington County
502	WI	Waukesha County
503	WI	Winnebago County
504	WI	Wood County
505	WY	Converse County
506	WY	Fremont County
507	WY	Johnson County
508	WY	Sweetwater County

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In Re: RFP 042815
Scanning Services
Gila County Recorder's Office

Presented By:
Benjamin Ross
Vice President of Complex Litigation
Litigation Services LLC
3770 Howard Hughes Pkwy, Ste 300
Las Vegas, NV 89169

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I. Company Overview

Litigation Services LLC was founded in 1999 with an inspired vision by our current owners, Ken and Monice Campbell: to become the premier court reporting agency throughout the United States by focusing on the development of zealous human capital and integrating technological innovation into our product mix. In growing within the industry, Ken and Monice noticed a substantial need for a quality firm to handle the scanning, copying and reproduction of their client's legal documents. Upon this realization, they set in motion the plans that would result in a premier reprographics department that now facilitates both private and public document reproduction throughout the continental United States. What began as a court reporting agency soon evolved into the full-service agency capable of both transcription and document production that it has become today.

Our approach is simple but effective: our over fifteen (15) years of experience, in tangent with personnel that can't imagine working anywhere else, makes us an industry leader. Needless to say, our clientele have come to rely upon our ability to turn around key legal and public documents quickly, efficiently, and accurately. This is especially key to our legal clients who require these documents in the building of their cases, sometimes within hours of their trials, arbitrations, or depositions. Additionally, our ability to scan and enhance microfiche, which can be difficult for smaller firms to perform due to equipment constraints, provides our clients with the one-stop-shop they need for the production of essential documents.

Finally, all public contracts are given a specific case manager, allowing all work performed for the Gila County Recorder's Office to be supervised by a single individual. It is our experience that case managers allow for immediate and direct contact between us and our public clientele, and allows the expeditious answering of questions and concerns. Furthermore, having a single point of contact allows Litigation Services more efficient contact with the Recorder's Office regarding job status updates. This will be especially relevant as we move through the various phases required by the SOW.

We at Litigation Services LLC understand the dexterity and quality necessitated in performing work with a public agency such as the Gila County Recorder's Office and look forward to assisting with a smooth and quick transition of microfiche records to the digitized format desired.

II. Experience and Capability

A. Locations

All work performed under this contract would be occur at the following locations:

1) No Rush Charge Reprographics, Inc.
510 W. 6th St., Ste 430
Los Angeles, CA 90014

B. Personnel

Litigation Services LLC is known throughout the legal and public markets for having the most qualified and experienced personnel in the industry. Our reprographics department has been producing the highest quality work for over fifteen (15) years for clients who have the highest standards when it comes to their finished product.

Additionally, the personnel of No Rush Charge Reprographics, Inc. (the subcontractor for this job) are also thoroughly experienced in scanning and producing various types of documents, including microfilm and microfiche.

C. Plan of Performance

Litigation Services LLC has created the following plan of performance for work performed under RFP 042815 for the Gila County Recorder's Office:

1) All 34 boxes will be shipped from Saginaw, MI to the No Rush Charge Office in Los Angeles (mentioned above), where Phase 1 will begin. They will be shipped using UPS Hundredweight Service with Next Day Air service. The specific care and transportation of the sheets will be handled by either Benjamin Ross, or his designated representative, to ensure the safety of the sheets.
2) The microfiche sheets will be processed through our Canon NP Printer 880 machine (specs available upon request), where the images come out as good as the condition of the originals.
3) These images get printed to paper and are then scanned into JPEG and TIFF formats. The images are then saved to two separate USB hard drives, one of which will be shipped to the Recorder's office and the other will remain at our office as a back-up.
4) Once all microfiche images are scanned, we will then complete the full scope of work detailed in both Phase 2 and Phase 3. This shall include cropping, inspection, image reporting, enhancing, rescanning, etc. as detailed in the RFP.
5) Upon completion, Litigation Services will then ship the microfiche back to the Saginaw, MI location, again via UPS Hundredweight Services, with the oversight of either Benjamin Ross, or his designated representative.

D. Experience

Our involvement in the construction defect area of the legal industry requires that we scan, copy and enhance thousands upon thousands of legal documents that must meet certain legal specifications. We have handled cases throughout California, Nevada, and Arizona, and are proficient at handling large quantities of documents with delicate hands. We know that our clients need quick turnaround of their documents in addition to special care placed on how those documents are handled.

To date, Litigation Services LLC has performed over $16,000,000.00 ($16 Million) worth of reprographics work, which includes document scanning and production, demonstrative creation, data hosting, etc.

III. Subcontractors

Due to the scope and size of the work necessitated by the Gila County Recorder's Office, Litigation Services LLC will employ one of its subcontractors. Litigation Services LLC has worked with the following company for over three (3) years and believe in their competency and experience in document reproduction.

1) No Rush Charge Reprographics, Inc.
   510 W. 6th St, Ste 430
   Los Angeles, CA 90014
   (213)258-2790

Additionally, a Certificate of Insurance from the above mentioned subcontractor can be provided, upon request from the Recorder's Office.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER AND ACCEPTANCE PAGE	✓
BACKGROUND AUTHORIZATION	✓
W-9	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	[signature]	[signature]	[signature]		
DATE	6-23-2015	6-23-2015	6-23-2015		

Signed and dated this 23 day of June, 2015.

Litigation Services LLC
Contractor:
By: [signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 042815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

   Litigation Services LLC
   3770 Howard Hughes Pkwy, Ste 300, Las Vegas, NV 89169
   Phone: 800.330.1112 Ext 11222 Email: ben@litigationservices.com

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes ___X__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona:

_____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number:
L16466152
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

Benjamin Ross
Printed Name

Vice President of Complex Litigation
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: Litigation Services LLC **Phone No.:** 800.330.1112

Description	Cost
Phase I	$ .76/image
Phase II	$0.00 (Included in Phase I Price)
Phase III	$ 0.00 (Included in Phase I Price)
TOTAL COST	**$** 760,000.00

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Lee Hernandez Landrum & Garofalo
   Contact: Jennifer Mullin, Managing Partner
   Phone: 602.216.8460 Address: 1825 E. Northern Ave., Ste. 205, Phoenix, AZ 85020
   Job Length of Time: 6 Months _____ Years
   Job Description: Perform document scanning and production, demonstrative creation and various other services for Lee Hernandez throughout the United States

2. Company Name: Russell & Associates
   Contact: Brian Russell, AIG Staff Counsel- AZ
   Phone: 602.512.2301 Address: 20 E. Thomas Road, Ste 2200 Phoenix, AZ 85012
   Job Length of Time: 6 Months 1 Years
   Job Description: Perform document scanning and production, demonstrative creation and various other services for AIG staff counsel in Arizona

3. Company Name: Snell & Wilmer
   Contact: Patrick Byrne, Partner
   Phone: 702.784.5200 Address: 3883 Howard Hughes Pkwy, Ste 1100 Las Vegas, NV 89169
   Job Length of Time: 10 Months 13 Years
   Job Description: Perform document scanning and production, demonstrative creation and various other services for Snell & Wilmer offices throughout California, Nevada, and Arizona

Litigation Services LLC
Company Name

Signature of Authorized Representative

Vice President of Complex Litigation
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF: Nevada)
)ss
COUNTY OF: Clark)

Benjamin Ross
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Vice President of Complex Litigation
(Title)

of Litigation Services LLC and
(Name of Business)

That he/she is bidding on **Gila County BID NO. 042815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he/she nor anyone associated with the said

Litigation Services LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Litigation Services LLC
Name of Business

Benjamin Ross
By

Vice President of Complex Litigation
Title

CELESTE MARCH
Notary Public State of Nevada
No. 10-2081-1
My appt. exp. Apr. 29, 2018

Subscribed and sworn to before me this 23rd **day of** June **,20** 15 **.**

Notary Public

My Commission expires:
4/29/2018

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☑ It is my intention to subcontract a portion of the work.

☐ It is not my intention to subcontract a portion of the work.

Litigation Services LLC
Name of Firm

By: (Signature)

Vice President of Complex Litigation
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

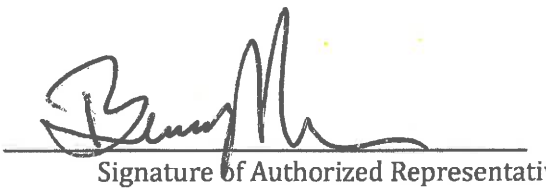
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall 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 delivery of services.

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.



Signature of Authorized Representative

Benjamin Ross

Printed Name

Vice President of Complex Litigaiton

Title

OFFER AND ACCEPTANCE

TO GILA COUNTY:
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

Litigation Services LLC
Company Name
3770 Howard Hughes Pkwy, Ste 300
Address
Las Vegas NV 89169
City State Zip

Signature of Person Authorized to Sign
Benjamin Ross
Printed Name
Vice President of Complex Litigation
Title

For Clarification of this Offer, Contact:

Name: Benjamin Ross
Title: Vice President of Complex Litigation
Phone No.: 800.330.1112 Ext 11222
Fax: 702.631.7351
Email: ben@litigationservices.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 042815.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Additional Documents

Search Date and Time:
6/12/2015 12:25:34 PM

File Number:
L16466152

Corporation Name:
LITIGATION SERVICES & TECHNOLOGIES OF ARIZONA, LLC

Collapse | Expand

Corporate Inquiry

File Number	L16466152
Corporation Name	LITIGATION SERVICES & TECHNOLOGIES OF ARIZONA, LLC
Standing	Check Corporate Status

Domestic Address

% PARACORP INCORPORATED
638 N 5TH AVE
PHOENIX, AZ 85003

Statutory Agent Information

Agent Name: PARACORP INCORPORATED

Agent Mailing/Physical Address:
300 W CLARENDON AVE #230
PHOENIX, AZ 85013

Agent Status: APPOINTED 12/15/2010

Agent Last Updated: 01/31/2011

Additional Entity Information

Entity Type: DOMESTIC L.L.C.	**Business Type:**
Incorporation Date: 12/15/2010	**Corporation Life Period:** PERPETUAL
Domicile: ARIZONA	**County:** MARICOPA
Approval Date: 12/20/2010	**Original Publish Date:** 1/19/2011

Manager/Member Information

Name	LITIGATION SERVICES LLC
Title	MEMBER
Address	A NV LLC 3770 HOWARD HUGHES PKWY STE 300 LAS VEGAS, NV 89169
Date of Taking Office	01/27/2011
Last Updated	01/31/2011
Name	LITIGATION SERVICES LLC
Title	MEMBER
Address	3770 HOWARD HUGHES PKWY #300 LAS VEGAS, NV 89169
Date of Taking Office	12/15/2010
Last Updated	12/20/2010

Scanned Documents

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	03610405
Description	GLOBAL AGENT ADDRESS CHANGE
Date Received	6/1/2011
Document Number	03457401
Description	PUB OF AMENDED ARTICLES OF ORGANIZATION
Date Received	4/11/2011
Document Number	03372639
Description	AMENDMENT
Date Received	1/27/2011
Document Number	03361872
Description	PUB OF ARTICLES OF ORGANIZATION
Date Received	1/19/2011
Document Number	03334512
Description	ARTICLES OF ORGANIZATION
Date Received	12/15/2010

Microfilm

Location	Entered	Description
32247037017	12/15/2010	ARTICLES OF ORGANIZATION
32249003048	1/19/2011	PUB OF ARTICLES OF ORGANIZATION
32249084049	1/27/2011	AMENDMENT
32261099037	4/11/2011	PUB OF AMENDED ARTICLES OF ORGANIZATION

32281050001	6/1/2011	GLOBAL AGENT ADDRESS CHANGE

Amendments

Amendment Date	1/27/2011
Amendment Type	NAME CHANGE
Publish Date	4/11/2011
Publish Exception	

Name Changes/Restructuring

Description	CHANGED FROM
Corporation Name	LITIGATION SERVICES OF ARIZONA, LLC (/Details/corp?corpid=L16466152)
Date	1/27/2011

Privacy Policy (http://www.azcc.gov/Divisions/Administration/Privacy.asp) I Contact Us (http://www.azcc.gov/divisions/corporations/contact-us.asp)

240010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (713) 507-4700 Wells Fargo Insurance Services USA, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	**CONTACT NAME:** Yvonne McClintock **PHONE (A/C, No, Ext):** 713-507-4795 **FAX (A/C, No):** 866-588-7980 **E-MAIL ADDRESS:** yvonne.mcclintock@wellsfargo.com
INSURED The LIT Group, LLC 3770 Howard Hughes Pkwy #300 Las Vegas NV 89169	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A: Travelers Indemnity Co of America 25666 INSURER B: Travelers Property Casualty Insurance Company 36161 INSURER C: Travelers Casualty Ins Co of America 19046 INSURER D: Travelers Property Casualty Co of America 25674 INSURER E: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER F: U.S. Specialty Insurance Company 29599

COVERAGES **CERTIFICATE NUMBER:** 9113269 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			680-9B890337 Nevada	06/30/2014	06/30/2015	EACH OCCURRENCE	$ 1,000,000
B	CLAIMS-MADE X OCCUR			680-9B887032 - California	06/30/2014	06/30/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA-5C544967	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			CUP-5C544851	06/30/2014	06/30/2015	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB-5C50848-3-14	06/30/2014	06/30/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability (E&O)			013313925	06/30/2014	06/30/2015	$5,000,000 Occurrence:	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
Attn: Nancy Feser

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

CID: 240010

SID: 9113269

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
F	D&O, Fiduciary & EPLI			14MGU14A32316	06/29/2014	06/30/2015	$1,000,000
							$50,000 retention

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Litigation Services and Technologies of Nevada, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 843298

Requester's name and address (optional)
REMITTANCE ADDRESS:
P.O. Box 843298
Los Angeles, CA. 90084-3298

6 City, state, and ZIP code
Los Angeles, CA. 90084-3298

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 5 1 1 4 7 5 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-8-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EVALUATION MATRIX FOR REQUEST FOR PROPOSALS NO. 042815:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

Evaluation criteria	SCORE FACTOR	ICM, Inc. TOTAL SCORE	Progrio LLC TOTAL SCORE	US Imaging TOTAL SCORE	Litigation Services TOTAL SCORE
Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner	50	35	35	50	40
Proposal Cost (See Page 25 of RFP)	50	40	35	25	0
Request for Proposals No. 042815	100	75	70	75	40

REVIEWER'S SIGNATURE: _____ **Date:** 7-12-15

Recommendations and comments:

ICM:

Ticketing system for tracking, card access, $45,202...cost too low?

Progrio:

$73,820 cost, subcontractor, scope of work listed

US Imaging:

Barcode storage, access to images while indexing/enhancing is taking place, lifetime fix/replace for free, microfiche already on site, experience with Tyler Tech in the past, clear scope of work with examples, $ 141,750

Litigation Services:

Fully subcontracted, scope of work listed, $760,000

EVALUATION MATRIX FOR REQUEST FOR PROPOSALS NO. 042815:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

Evaluation criteria	SCORE FACTOR	Ecm TOTAL SCORE	Progro TOTAL SCORE	USImag. TOTAL SCORE	Lit-Sys TOTAL SCORE
Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner	50	35	40	50	20
Proposal Cost (See Page 25 of RFP)	50	42	45	45	0
Request for Proposals No. 042815	100	77	85	95	20

REVIEWER'S SIGNATURE: Kaylee Jacobs **Date:** 10 July 2015

Recommendations and comments:

EVALUATION MATRIX FOR REQUEST FOR PROPOSALS NO. 042815:
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

		ICM, Inc.	Progrio LLC	US Imaging	Litigation Services
Evaluation criteria	SCORE FACTOR	TOTAL SCORE	TOTAL SCORE	TOTAL SCORE	TOTAL SCORE
Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner	50	40	35	50	25
Proposal Cost (See Page 25 of RFP)	50	45	43	40	0
Request for Proposals No. 042815	100	85	78	90	25

REVIEWER'S SIGNATURE: Sadie Jo Rogan **Date:** 7/13/15

Recommendations and comments:

ARF-3270 **Regular Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Submitted For: Steve Sanders, Director

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

Department: Public Works Division

Information

Request/Subject

Citizens' Petition to begin the process to designate Ike Clark Parkway and Westridge Drive as Primitive Roads.

Background Information

On July 6, 2015, Gila County Public Works received a Citizens' Petition to establish Ike Clark Parkway and Westridge Drive as Primitive Roads.

Evaluation

The signed petition for Ike Clark Parkway and Westridge Drive meets the requirements of Public Works Policy # ENG03-03 “Guidelines to Primitive Roads” which was approved by the Board of Supervisors on October 3, 2003, and revised on December 14, 2004.

Conclusion

Easements from property owners will need to be granted to Gila County. Once easements are accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the roads a few times a year which will improve the surface of the roads. Providing maintenance on these roads will not reduce the level of service to other roads in the Gila County maintained Roadway System.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors accepts the Citizens' Petition to begin the process to establish Ike Clark Parkway and Westridge Drive as Primitive Roads.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish Ike Clark Parkway and Westridge Drive as Primitive Roads. **(Steve Sanders)**

Attachments

Ike Clark Parkway and Westridge Dr Petition to Establish Primitive Roads

---

Policy #ENG03-03

TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is IKE CLARK PRKWAY. The end of the proposed road is END OF WESTRIDGE DRIVE. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

AVERAGE LENGTH OF

	DATE	NAME RESIDENCE PER YEAR * * Full time or %	ADDRESS & TAX PARCEL NO.	
1	11-4-14	Josie Tobey [signature] LACEY	216 W. Westridge Dr Young, AZ 85554	928-462-4008
2	11-4-14	Terry Klouse [signature]	261 N IKE Klu" PARK	305-10-0045
3	11-4-2014	David & Janice Gray [signature]	294 W Westridge DR Young 85554	305-10-020A
4	11-4-14	Carol Braswell Carol Braswell	168 N Ike Clark Parkway Young AZ 85554	928-462-3661
5	11-4-14 11-4-14	Alvada Seeley Jason Cupp	126 N IKE Clark Parkway 209 Ike Clark Parkway	0351000 29 0010011 7010
6	6-18-15	[signature] [signature]	~~126 Ike Clark Parkway~~ 126 Ike Clark Parkway	928-462-3625
7	6-18-15	JP		
8	6/18/15	RUSSELL & GRIFFITH [signature]	299 W WESTRIDGE DR YOUNG AZ 85554	928-462-0616
9	6/18/15	JANINE SCHMITT [signature]	299 W WESTRIDGE DR	928-462-0616
10	6-21-15	[signature] Rena Mann	167 Ike Clark Parkway 167 Ike Clark PKway	928-462-3074 928-462-3074
11	6-24-15	[signature]	533 Ike Clark Prkwy	
12	6-28-15	[signature]	598 Ike Clark Prkwy	
13	6-29-15	William M. Seeley	526 W. Baker Ranch RD.	928-978-4146
14	6-29-15	DAVID GRAY [signature]	245 W. Westridge	305-10-005M

Policy #ENG03-03

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AVERAGE LENGTH OF

	DATE	NAME RESIDENCE PER YEAR * * FULL TIME or %	ADDRESS & TAX PARCEL NO.	
15				
16				
17	11 Nov 14	Jim & Carol Moore James R Moore	168 W. Westridge	305-10-222K
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

Policy #ENG03-03

TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is IKE CLARK PRKWAY. The end of the proposed road is END OF WESTRIDGE DRIVE. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

AVERAGE LENGTH OF

	DATE	NAME RESIDENCE PER YEAR	ADDRESS & TAX PARCEL NO.	
1	9/23/2014	20 years	530 IKE CLARK PARKWAY	Susan M [illegible]
2	9/23/2014	13 years	218 West Ridge	[illegible]
3	10/24/2014	12 04	214 W. Westridge Dr.	[illegible]
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

NO.	NAME	RESIDENCE PER YEAR	TAX PARCEL NO	ADDRESS	PHONE NO
1	Tobey&Josie Lacey	Full Time	305-10-22E & 22G	216 W Westridge Drive	928-462-4008
2	Terry Klouse	Full Time	305-10-004S	261 N Ike Clark Parkway	
3	David & Janice Gray	Full Time	305-10-020A	294 W Westridge Drive	928 462 3851
4	Dave & Carol Braswell	Full Time	305-10-002N	168 N Ike Clark Parkway	928 462 3661
5	Alvada Seeley	Full Time	305-10-002Q	126 N Ike Clark Parkway	
	JP & Christin Seeley	Full Time	same	same	
6	Jason Cupp	Full Time	305-10-004P	209 Ike Clark Parkway	
7	Blank				
8	Russell Griffith	Full Time x end of Year	305-10-005Z	299 W Westridge Dr	928 462 0616
9	Janine Schmitz		Same as Above		
10	Tom & Rena Mann	Full Time	305-11-1D	164 Ike Clark Parkway	928 462 3074
11	Lenny Socha	Part Time	305-10-004Z	533 Ike Clark Parkway	480 892 8876
12	Bill Graham	Full Time	305-10-022M	598 Ike Clark Parkway	928 462 3407
13	Mike Seeley	Full Time	305-10-002Y	426 W Baker Ranch Rd	928 462 4146
14	David & Janice Gray	Full Time	305-10-005M	245 W Westridge Dr	928 462 3851
17	Jim & Carol Moore	Part Time	305-10-022K	168 W Westridge Dr	
	Additional Petition originally lost!				
1	Sue & Robert Wade	Full Time	305-10-005Y	530 Ike Clark Parkway	
2	Pat & Linda Murdoch	Full Time	305-10-020B	298 W Westridge Dr	
3	Josie Lacey	**Duplicated on second petition above**			

ARF-3267 **Regular Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Submitted For: Steve Sanders, Director

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

Department: Public Works Division

Information

Request/Subject

Adopt Resolution No. 15-08-01 accepting a roadway easement for a portion of Bixby Road described in Fee No. 2015-005442, Gila County Records, and accepting the road into the Gila County Maintained Roadway System.

Background Information

Bixby Road as described in Fee No. 2015-005442 crosses BHP Copper Inc. property. This portion of Bixby Road used to be SR 88 (now re-named SR 188). During the 1970s SR 88 was relocated and the existing roadway was given back to existing property owners of the underlying land. The two land owners at the time were Inspiration Consolidated Copper Co. (currently FMI) and Pinto Valley Copper Co. (currently BHP Copper). Inspiration granted and recorded an easement to the County for the portion of Bixby Road across their property. An easement for the portion of Bixby Road on Pinto Valley Copper property was never recorded; however, the County has been maintaining Bixby Road for a number of years without having a dedicated easement.

Evaluation

Bixby Road serves numerous homes and businesses in the Wheatfields area, just north of Globe.

Conclusion

It's in the best interest of the public that the County accepts the dedication of this portion of Bixby Road and continues to provide maintenance on the road.

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 15-08-01.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-08-01 accepting the grant of a roadway easement from BHP Copper, Inc. for Bixby Road as described in Fee No. 2015-005442, Gila County Records, Gila County, Arizona, and accepting said road into the Gila County Maintained Roadway System. **(Steve Sanders)**

Attachments

Resolution No. 15-08-01

RESOLUTION NO. 15-08-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING THE GRANT OF A ROADWAY EASEMENT FROM BHP COPPER, INC. FOR BIXBY ROAD AS DESCRIBED IN FEE NO. 2015-005442, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, AND ACCEPTING SAID ROAD INTO THE GILA COUNTY MAINTAINED ROADWAY SYSTEM.

WHEREAS, BHP Copper, Inc. has agreed to grant Gila County a roadway easement as described in Fee No. 2015-005442, Gila County Records, Gila County, Arizona; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of a roadway easement upon the terms and conditions set forth therein and the acceptance of said road into the Gila County Maintained Roadway System;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby accepts a roadway easement from BHP Copper Inc. for Bixby Road as described in Fee No. 2015-005442, Gila County Records, Gila County, Arizona, and accepts the road into the Gila County Maintained Roadway System.

PASSED AND ADOPTED this 4th day of August 2015.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

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

Approved as to form:

_____

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

ARF-3250 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date:	08/04/2015		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	06/30/2015-09/30/2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Amendment to the Housing Services Contract between Cenpatico Behavioral Health of Arizona, LLC, the Regional Behavioral Health Authority for the Arizona counties of Yuma, LaPaz, Gila and Pinal Counties and Housing Subsidy Administrator, Housing Services Contractor, to extend the contract ending date from 6/30/2015 to 9/30/2015.

Background Information

The initial Housing Services Contract was approved by the Board of Supervisors on March 1, 2011, in an amount not to exceed $128,115.84 for the period of January 30, 2011, through June 30, 2015.

Evaluation

It is important for the Board of Supervisors to approve this Amendment between Cenpatico Behavioral Health of Arizona and Housing Subsidy Administrator, which will allow services to continue to be provided for administration and management of housing assistance and the provision of housing assistance services for qualified adults with serious mental illnesses.

Conclusion

By the Board of Supervisors approving this Amendment, the terms of the Contract shall be extended to September 30, 2015.

Recommendation

The Gila County Community Services Director recommends that the Board of Supervisors approve this Amendment to the Housing Services Contract.

Suggested Motion

Approval of an Amendment to a Housing Services Contract between Gila County and Cenpatico Behavioral Health of Arizona, LLC to extend the term of the Contract from June 30, 2015, to September 30, 2015.

Attachments

Amendment to Housing Services Contract

Housing Services Contract

Legal Explanation

AMENDMENT TO HOUSING SERVICES CONTRACT

This **AMENDMENT** is between Cenpatico Behavioral Health of Arizona, LLC (hereinafter the "RBHA), the Regional Behavioral Health Authority for the Arizona counties of Yuma, LaPaz, Gila, Pinal, Cochise, Santa Cruz, Graham, and Greenlee Counties, and the Gila County Community Action/Housing Services, Gila County Public Housing Authority, Community Services Department (hereinafter the "Contractor"). The RBHA is located at 1501 West Fountainhead Parkway, Tempe, AZ 85282 and the Contractor is located at 5515 South Apache Avenue, Suite 200, Globe, AZ 85501. The RBHA and Contractor have previously entered into that certain Housing Services Contract, effective as of January 30, 2011, as amended from time to time (the "Contract"). This Amendment amends certain terms of the Contract. Capitalized terms used but not defined herein shall have the meanings set forth in the Contract.

Amendments to the Contract

TERM: The term of the Contract shall extend until September 30, 2015 from the Effective Date which was January 30, 2011.

Except as expressly set forth in this Amendment, this Amendment shall not constitute an amendment or modification of any other provision of the Contract. Each reference to "hereof," "hereunder," "herein" and "hereby" and each other similar reference, and each reference to "this Contract" and each other similar reference contained in the Contract shall refer to the Contract as amended by this Amendment.

This Amendment and the legal relations among the parties shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to choice of law provisions.

This Amendment may be executed in any number of counterparts (including by facsimile or by .pdf delivered via email), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

[*Signature Page Follows*]

FOR AND ON BEHALF OF THE RBHA:

SIGNATURE

Terry Stevens, CEO
Cenpatico Behavioral Health of Arizona, LLC
Regional Behavioral Health Authority

FOR AND ON BEHALF OF CONTRACTOR:

SIGNATURE

Michael Pastor, Chair
Gila County Board of Supervisors
Subsidy Administrator

Approved as to Form:

Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief

HOUSING SERVICES CONTRACT

This **CONTRACT** is between Cenpatico Behavioral Health of Arizona, LLC, (Hereinafter the "RBHA") the Regional Behavioral Health Authority for the Arizona counties of Yuma, LaPaz, Gila and Pinal Counties. Cenpatico is located at 1501 West Fountainhead Parkway, Tempe, AZ 85282 and:

Housing Subsidy Administrator

Housing Services Contractor (Hereinafter the "Contractor")

Gila County Community Action\Housing Services
Gila County Public Housing Authority
Community Services Department
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
(928) 425-7631
(928) 425- 9468 (fax)

TERM: The term of this Contract shall extend until June 30, 2015 from the Effective Date which shall be January 30, 2011.

SERVICE OR SUPPLY PROVIDED: Administration and management of housing assistance funds and the provision of housing assistance services for adults with serious mental illnesses in conformance with HUD standards, ADHS/DBHS and Arizona law.

FOR AND ON BEHALF OF THE RBHA:

SIGNATURE

Terry Stevens, CEO
Cenpatico Behavioral Health of Arizona, LLC
Regional Behavioral Health Authority

FOR AND ON BEHALF OF SUBSIDY ADMINISTRATOR:

SIGNATURE

Michael Pastor, Chairman
Gila County Board of Supervisors
Subsidy Administrator

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

A. DEFINITIONS

ADHS means the Arizona Department of Health Services, Division of Behavioral Health Services.

ADOH means the Arizona Department of Housing.

AHCCCSA means the Arizona Health Care Cost Containment System Administration as defined by A.R.S. Title 36, Chapter 29.

CONTRACT means the existing and any future agreement between the RBHA and ADHS to provide Regional Behavioral Health Authority Services in Gila County Arizona.

COVERED PERSON shall mean an individual who is entitled to receive housing Services under the RBHA/ADHSDBHS Contract

ELIGIBLE PERSON shall mean an individual who needs or is at risk of needing Housing Rent Subsidy and who is entitled to receive State housing services under the RBHA/ADHS Contract. An Eligible Person may be one of the following:

- Eligible Person means an individual who is enrolled in the RBHA and living in a supervised setting ready to live independently.

- Homeless Eligible Person means an adult who meets the ADHS/DBHS definition of homelessness who lacks a fixed, regular and adequate nighttime residence, and has a primary nighttime residency that is:
  - A supervised publicly or privately operated shelter designed to provide temporary living accommodations
  - An Institution that provides temporary residence for individuals intended to be institutionalized for a certain time period
  - A public or private place not fit or designed or ordinarily used as a regular sleeping accommodations for human beings
  - Adults with serious mental illnesses who are living in cars, parks, public spaces, abandoned buildings, substandard housing bus or train stations.
  - A RBHA enrolled adult served with written eviction notices from the court giving them 30 days or less to vacate.

- An adult head of the household with or without children enrolled in the RBHA with a serious mental illness and have no place to sleep at night.

ENROLLED PERSON/MEMBER shall mean a Title XXI or Title XIX Eligible Person recorded in the ADHS/DBHS Client Information System as specified by the ADHS/DBHS and entitled to receive Housing Services under the RBHA/ADHS Contract.

HOMELESS PERSON means a person who 1) lacks a fixed, regular and adequate residence, or 2) has a primary nighttime residence that is a.) supervised publicly or privately-operated shelter designed to provide temporary living accommodations, or b) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. *See eligible person.*

HOUSING PLAN shall mean the document entitled *Strategic Plan for Housing.*

HOUSING SERVICES shall mean the housing assistance which a Covered Person is eligible to receive as provided in the RBHA/ADHS Contract, which services are administered and in accordance with standards established by the State of Arizona, and HUD and pursuant to applicable state and federal law.

HOUISNG SUBSIDY ADMINSITRATOR shall mean the administrator of the Bridge Subsidy Rental Housing Program for Adults with Serious Mental Illness (SMI).

HUD means the United States Department of Housing and Urban Development.

LESSOR means property owners, landlords, housing providers, or apartment complex managers who have entered into a contractual relationship for the pilot Bridge Subsidy Program for the provision of Housing Services pursuant to this Contract.

RESIDENTIAL TREATMENT FACILITY Community Housing that consists of housing and housing related services in a supervised setting for enrolled members eligible who may be moving towards in independent living. These living situations offer a less restrictive and limited programmed setting where tenants attend school and/or work and engage in community activities. Services include enhanced support in independent living skills, money management, employment, community integration, group/family counseling and vocational training. The focus is on assisting consumers in establishing a social support system and access to community resources successfully. Rental subsidy is provided with consumers paying no more than 30% of their adjusted income towards rent as listed in their lease/occupancy agreement.

SERIOUSLY MENTALLY ILL (SMI) shall mean those adult persons with a mental disorder who meet diagnostic requirements as set forth by the ADHS/DBHS and whose emotional or behavioral functioning is so impaired as to interfere with their capacity to remain in the community without supportive treatment. Although persons with primary diagnoses of mental retardation, developmental disabilities, head injuries or Alzheimer's disease frequently have similar problems or limitations, they are not included in this definition.

SERVICES shall mean those housing related services that a Covered Person is entitled to receive under the terms of the Contract for the Bridge Subsidy Program.

B. COVERED SERVICES–CONTRACTOR'S AND THE RBHA'S OBLIGATIONS

1. **Managed Care.** The Contractor and RBHA acknowledge that the ADHS/DBHS and RBHA Contract is designed around the concept of recovery. The Contractor agrees to participate in the RBHAs behavioral health care programs including quality assurance, utilization management, risk management, and cost containment, as applicable.

2. **Housing Plan.** The Contractor agrees to be responsible for working with the RBHA and ADHS to implement the goals and strategies contained in the Housing Plan.

3. **Referral.** The Contractor shall be responsible for the timely and accurate processing of referrals in accordance with the RBHAs Policy and Procedures for Covered Persons referred to the Contractor from all sources for Housing Services as outlined in the Housing Plan and this Contract.

   a. The Contractor shall be accountable for meeting housing quality standards established by HUD. In addition, the Contractor shall require landlords who accept vouchers to comply with the Arizona Residential Landlord Tenant Act, the Americans with Disabilities Act, and the State and Federal Fair Housing Laws, as well as the contract grievance resolution requirements of ADHS/DBHS.

   b. The Contractor shall provide a copy of RBHAs' Housing Policies and Procedures to all Bridge Subsidy Housing staff and each staff member shall be required to perform in accordance with the RBHAs' Housing Policies and Procedures. The Contractor shall assure that the property managers implement the applicable provisions of the Housing Policies and Procedures.

   c. The Contractor agrees to timely and accurately manage and administer all Housing Services required by this Contract to all Covered Persons.

4. **ADHS Program Requirements.** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations governing the Contractor's performance under this Contract. The Contractor shall comply with the specific ADHS/RBHA requirements referenced in this Contract including, the Housing Policies and Procedures, and shall comply with the ADHS State Contract Requirements, and the ADHS subcontract requirements included as a part of this Contract as Exhibit III, as applicable. In the event that applicable federal, state or local law or regulations change, the Contractor agrees to comply with such changes.

5. **Representations.** The Contractor represents and warrants that the Contractor is, to the extent necessary, qualified to do business as a non-profit corporation or Public Housing Authority and is registered and licensed and is in good standing through all required state and federal agencies including HUD, ADHS and the Arizona Corporation Commission. To the extent required by law or the Contract, the Contractor shall maintain in good standing all such licenses, registrations, certificates through out the four year (4) year term of this Contract and shall notify the RBHA and the ADHSD/DBHS within twenty-four (24) hours should any action of any kind be initiated against the Contractor which could result in the suspension or loss of such license, registration or certification, the suspension or loss of any accreditation, or the imposition of any sanctions against the Contractor. The Contractor agrees to furnish the RBHA and ADHS/DBHS copies of any such certificate, license and appropriate registration referenced herein upon execution of this Contract.

6. **Quality Assurance.** The Contractor agrees to comply with the RBHA's quality management requirements relating to housing quality standards for Covered Persons. A copy of the applicable quality standards has been provided to the Contractor by the RBHA. The Contractor agrees to resolve any quality of service complaints from Covered Persons in a timely manner.

7. **Organizational Infrastructure.** The Contractor hereby represents and warrants that it shall have in place and operational an organizational infrastructure to timely and accurately implement the administration and management of the Housing Services required by the Contract. The Contractor further represents and warrants that it has the necessary space, equipment, financial and human resources necessary to carry out its obligations of administering and managing the Housing Services required by this Contract.

C. COMPENSATION

1. Billing/Payment:

a. **Sources of Payment/Adjustments.** Not withstanding any other funds generated by the Contractor independent of this contract, only funds from this contract and funds from Participants as herein authorized shall be utilized for payment of rental housing until the adults with serious mental illnesses become eligible for a Section 8 voucher.

b. **Availability of Funds.** Payments made by the RBHA to the Contractor pursuant to this Contract and the continued authorization are conditioned upon the availability and authorization of funds through ADHS/DBHS to the RBHA.

c. **Compliance by Contractor.** If the Contractor is in any manner in default in the performance of any material obligation under this Contract, or if financial, compliance or performance audit exceptions are identified, the RBHA may, at its option and in addition to other available remedies, either adjust the amount of payment or cause payment to be withheld until satisfactory resolution. The *RBHA* shall provide written notice of any such action. Under no circumstances shall payments exceed amount specified in this Contract without an approved written amendment to this Contract. The RBHA may, at its option, withhold or adjust final payment to the Contractor until receipt and approval of all final reports and deliverables.

d. **No Carryover.** The Contractor shall not have discretion under this Contract or otherwise to carryover funds or services delivery beyond the four years stated in this Contract.

e. **Provisional Nature of Payments.** All payments to the Contractor shall be provisional and shall be subject to review and audit for their conformity with the provisions hereof and of any applicable Contract schedules.

f. **Fund Amounts.** The amount to be funded under this contract shall not exceed the rates cited on Exhibit I herein. This is the RBHAs' maximum financial liability for tenants and does not indicate a guaranteed amount.

2. **Payment for Services.** Payment for services shall be in accordance with Exhibit I of this Contract.

3. **Non-Liability of Covered Persons.** The Contractor hereby agrees that in no event, including but not limited to, non-payment by ADHS/DBHS or the RBHA's insolvency or breach of this Contract, shall the Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a tenant or persons acting on behalf of a tenant for services provided pursuant to this Contract. The Contractor further agrees that this provision shall survive the termination of the RBHA contract regardless of the cause giving rise to termination.

D. FINANCIAL INFORMATION

1. The Contractor must maintain an official accounting system that records all financial transactions and equitably allocates expenses to programs or services in accordance with GAAP (Generally Accepted Accounting Procedures). The accounting system must provide an audit trail that allows reported financial data to be verified.

2. The accounting system must maintain a segregation of revenue and expenditures by fund source. Allocation of cost to a fund source is acceptable provided an adopted, consistently applied cost allocation system which accurately documents cost as an integral part of the Contractor's accounting system.

3. The Contractor shall provide the RBHA no later than 45 days following the end of each of the Contractor's fiscal quarters, its internally prepared balance sheet, statement of revenues and expenses and statement of cash flow, all for the preceding fiscal quarter and fiscal year to date. The information shall be certified by an officer of the Contractor that to the best of his or her knowledge the information is correct and complete and fairly present the financial condition and results of the Contractor as of and to the date thereof.

4. The Contractor shall participate in such cost finding procedures as may be required by the RBHA and shall provide the RBHA at such times as may be requested by the RBHAs information sufficient to enable the RBHA to ascertain the amount of all incurred expenses.

E. ASSIGNMENTS/DELEGATION:

Assignment/Delegation of Contractor's Rights and Obligations. The Contractor's rights or obligations under this Contract shall not be assigned or transferred without written approval by the RBHA and the ADHS.

F. TERM AND TERMINATION

1. **Term.** This Contract shall take effect on the "Effective Date" designated on the signature page and shall continue until June 30, 2015.

2. **Termination Without Cause.** Either party may terminate this Contract without cause upon at least sixty (60) days prior written notice. In the event of termination, the Contractor shall be paid as provided in this Contract for all services provided through the effective date of termination, and for any services which are provided thereafter to transition Covered Persons.

3. **Immediate Termination.** The RBHA/ADHSDBHS shall have the unilateral right to terminate this Contract by giving written Notice to the Contractor under any of the following events:

   a. the limitation suspension or revocation of Contractor's license(s) or accreditation(s), or

   b. the Contractor or property manager's action or inaction that results in a threat to the health or well-being of a tenant;

c. cancellation or termination of the RBHA's Contract with ADHS; or

d. breach of this Contract by Contractor and failure of the Contractor to cure the breach within the cure period as specified in this Contract. In the event that the RBHA alleges a breach by the Contractor, the RBHA shall notify the Contractor in writing of the alleged breach and the Contractor shall have a reasonable time not to exceed thirty (30) days to cure such breach, except for those conditions described in section F (3)(b), above in which case no opportunity for cure shall be allowed; or

e. failure of Contractor to maintain liability insurance coverages required by this Contract.

4. **Effect of Termination.** Upon termination, regardless of cause or reason, the Contractor agrees that any Covered Person receiving Housing Services prior to termination will continue to receive properly authorized and approved Housing Services until the RBHA can arrange transfer of responsibility for the Covered Person to another Housing Contractor. The RBHA agrees that the Contractor shall be paid upon receipt of final invoice for all services performed until such time as the transfer is completed. The RBHA also agrees to pay all amounts due the Contractor pursuant to this Contract within thirty (30) days of the effective date of Termination. Upon termination, all rights and obligations of the parties to this Contract shall immediately cease except as otherwise provided herein.

5. **Transfer of Records.** Upon termination, the Contractor shall comply with reasonable RBHA requests for the transfer of Records for Tenants. The Contractor shall timely deliver or cause to be delivered accurate and legible photocopies of complete Records of Covered Person to another party, in the manner and time period as reasonably directed by the RBHA.

G. RECORD KEEPING

1. **Record Keeping Requirements.** The Contractor shall ensure that its property manager maintain complete, accurate and timely records for each Covered Person receiving Housing Services. The Contractor shall keep summary records related to the administration of the Housing Services referenced in this Contract. The Records referenced herein shall be maintained by the Contractor for at least five (5) years following the termination of this Contract unless otherwise extended by law, HUD, ADHS, or AHCCCSA. The RBHA, HUD and ADHS shall have the right to inspect, review and have copies made of all Covered Person records within ten (10) days of any request at no charge to the RBHA, HUD or ADHS. In addition, the Contractor agrees to make complete accurate and timely accounting of all funds as required by each funding source and/or applicable law.

2. **Safeguarded and Confidential Information.** The Contractor's Records of Covered Persons and other information relating to Covered Persons are safeguarded by law. This safeguarded and confidential information may only be released as authorized by law. It is the responsibility of the Contractor to follow and adhere to all laws, state and federal, related to safeguarded and confidential information.

3. **Express Representation.** The Contractor expressly represents and warrants that it has in place the required record keeping and cost accounting system required by the *RBHA*, ADOH, HUD and ADHS to fulfill its obligations contained in this Contract. In addition, ADHS may audit and inspect any of the Contractor's records that pertain to services performed and accounting of all funds received and expended relating to such services.

4. **RBHA Audit.** RBHA shall be entitled during the term of this Contract to audit, monitor and evaluate the Housing Services delivered pursuant to this Contract upon reasonable notice and at reasonable hours. In addition, the RBHA shall be entitled during the same period of time and under these same circumstances to audit the State funds received and expended by the Contractor and other funds received by the Contractor pursuant to this Contract.

H. ACCESS TO INFORMATION AND RECORDS:

1. The *RBHA*, ADOH and HUD, shall have full and complete rights to inspect, reproduce, duplicate, adapt, distribute, display, disclose and otherwise use all reports, information, data and material prepared by the Contractor in the performance of the Contract. Applicable State and Federal confidentiality laws shall apply.

2. The Contractor agrees that the *RBHA* and any other appropriate agent of the State or Federal government, or any of their duly authorized representatives, shall have access to the Contractor's facilities and the right to examine any books, documents and records of the Contractor involving transactions related to this Contract and that such books, documents and records shall not be disposed of except as provided herein. The *RBHA* will comply with all applicable copyright laws.

I. INSURANCE AND INDEMNIFICATION

1. **Insurance Requirements.** The Contractor shall secure and maintain at Contractor's expense, throughout the term of this Contract, such policy or policies of professional liability insurance in an amount not less than One Million Dollars ($1,000,000.00) each occurrence, not less than Three Million Dollars ($3,000,000.00) aggregate, for all of Contractor's activities under this Contract. Upon execution of this Contract, the Contractor shall provide the RBHA copies of

all certificates of insurance and upon renewal; Contractor shall provide copies to the RBHA within thirty (30) Days of renewal. The Contractor shall notify the RBHA within five (5) days from the time the Contractor receives notice of cancellation or amendment to these insurance policies. The Contractor shall notify the RBHA promptly of any legal action alleging professional negligence against the Contractor and of any final judgment that may be rendered against the Contractor relating to such legal action. If any policy of liability insurance is terminated, the Contractor shall immediately notify the RBHA and, if the insurance was "claims made" coverage, the Contractor shall purchase "tail" coverage in an amount necessary and adequate to continue coverage which meets all of the requirements of this paragraph relating to any Housing Services rendered during the term of this Contract. The Contractor further agrees that this provision shall survive the termination of this Contract regardless of the cause giving rise to termination.

2. **Indemnification.** The Contractor hereby agrees to defend, indemnify and hold the RBHA and the ADHS/DBHS harmless against any claim, legal action for injunctive relief or damages and administrative proceedings by a third party of any type where such claim, legal action or administrative proceeding arises as a result of the acts or omissions, including services provided, of the Contractor, its directors, officers, employees or agents, under the terms and conditions of this Contract. The Contractor further agrees that this provision shall survive the termination of this Contract regardless of the cause giving rise to termination.

3. The Contractor shall comply with all laws regarding Unemployment Insurance, Workers' Compensation and the Fair Labor Standards Act and shall also be responsible for all tax withholding obligations for itself and its employees. The *RBHA* shall not have any responsibility for any of the foregoing items or responsibilities.

4. The Contractor shall provide and maintain at the Contractor's expense appropriate liability insurance for all occurrences except damage cost incurred to units occupied by the *RBHA* authorized participants. In no event shall the total coverage be less than the minimum insurance coverage specified above.

5. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00), each occurrence, with respect to the Contractor's vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this Contract.

6. Director and Officer Coverage of one million dollars shall be required for non-profit Contractors. Fidelity coverage of five hundred thousand ($500,000) shall be required for all Contractors.

7. The Contractor shall name the *RBHA* their agents, officials and employees as additional insurers and shall specify that the insurance afforded by the Contractor shall be primary insurance and any insurance or self-insurance of the *RBHA* or its employees shall be excess, not contributory insurance, to that provided by the Contractor. Such policy shall contain a severability of interest's provision and provision for at least thirty (30) days prior written notice to the *RBHA* of any cancellations, non-renewal or material change in coverage. The *RBHA* reserves the right to continue payment of premiums for which reimbursement shall be deducted from amounts due or subsequently due to the Contractor. Insurers qualified to transact business in Arizona shall issue all policies. .

8. The Contractor's failure to procure and maintain the required liability insurance or to provide proof thereof to the *RBHA* within 30 days following the commencement of a new policy period, shall constitute a material breach of this Contract upon which the *RBHA* may obtain coverage and adjust Contractor's payments to reflect cost of policy and acquisition or terminate this Contract. Prior to the effective date of this Contract, the Contractor shall furnish the *RBHA* with copies of the State of Arizona Certificate of Insurance (RM7200.1) or a certificate of substantially the same content.

J. SANCTIONS & PENALTIES

1. **Sanctions.** If *the RBHA* is ever subject to any penalty or find under its Contract with ADHS, ADOH, or AHCCCS due to the Contractor's failure to timely or accurately pay any claim or submit timely or accurate records and reports to the RBHA, the Contractor shall reimburse the RBHA for all penalties and fines within ten (10) business days after providing notice of the fine or penalty to the Contractor.

2. **Penalties.**

   a. In any instance where the Contractor knowingly submitted claims for services that were not provided, the *RBHA* may assess monetary penalties two (2) times the amount of the claims or $1000 whichever is greater for each occurrence against the Contractor.

   b. The *RBHA* may impose on the Contractor any other sanction or financial penalty imposed on the *RBHA* related to performance or non-performance by the Contractor.

K. GRIEVANCES AND APPEALS

The Contractor agrees to comply with the RBHA' grievance and investigation polices and procedures related to enrolled members including the RBHA informal mechanism to resolve issues before they arise to the level of a formal grievance. The Contractor further agrees to establish and implement its own internal grievance procedure based on written polices to resolve complaints by providers and enrolled members as required by ADHS, ADOH, and/or HUD. The Contractor shall comply with all written grievance polices and procedures for enrolled member in accordance with applicable federal and state law as outlined in the RBHA contract with ADHS.

L. ADDITIONAL PROVISIONS

1. **Merger/Reorganization.** Any merger, reorganization or change in ownership of the Contractor wherein Contractor would be related to or affiliated with the RBHA shall require a contract amendment and prior approval of ADHS.

2. **Contractor Liabilities.** The Contractor shall be fully responsible for all tax obligations, worker's compensation insurance and all other applicable obligations which arise under this Contract, for itself and its employees, and neither the RBHA nor ADHS shall have any responsibility for any such taxes or insurance coverage.

3. **No Assignment of Rights.** The Contractor shall not assign its rights, duties, or obligations under this Contract without the prior express, written permission of the RBHA.

4. **Independent Contractor.** None of the provisions of this Contract are intended to create nor shall be deemed to create any relationship between the RBHA and the Contractor other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer, employee or representative of the other.

5. The operation and maintenance of the offices, facilities and equipment of the Contractor and the provision of Housing Services shall be solely and exclusively under the control and supervision of the Contractor. The RBHA shall have no right of control over the selection of the Contractor's support staff, supervision of Contractor's personnel or the financial operation of the Contractor's business. Nothing contained in this Contract shall be construed to give the RBHA any right to manage or conduct the actual business or operations of Contractor as a manager, proprietor, lessor or otherwise.

6. **Notice.** Any notice required or permitted by this Contract shall be in writing and unless stated otherwise shall be mailed or delivered in person to:

Cenpatico Behavioral Health of Arizona, LLC
Attention: Housing Administrator
1501 West Fountainhead Corporate Park, Suite 295
Tempe, Arizona 85282

and to the Contractor at:

Gila County Community Action\Housing Services
Gila County Public Housing Authority
Community Services Department
5515 South Apache Avenu, Suite 200
Globe, Arizona 85501

The date of receipt of any notice shall be, if delivered, the date of personal delivery to the other party during normal business hours. If mailed, the date of receipt of the notice shall be three (3) business days after deposit in the U.S. mail. In addition, notices required or permitted pursuant to terms of this Contract may be faxed or electronically mailed to the other party. The date of receipt of a faxed or electronically mailed notice shall be the date of transmission of the fax or electronic mail so long as the date of transmission is a business day between 8:00 a.m. and 5:00 p.m. Otherwise, the faxed or electronically mailed notice shall be deemed delivered on the first business day thereafter.

7. **Incorporation by Reference.** All the Exhibits attached hereto are hereby incorporated by this reference. However, if any provision of this Contract conflicts with or is inconsistent with any provision in any of the incorporated documents the provisions of this Contract shall govern.

8. **Entire Agreement.** This Contract contains the complete understanding and agreement between the Contractor and the RBHA and supersedes all representations, understandings or agreements that may have existed prior to the execution hereof.

9. **Governing Law.** This Contract shall be construed in accordance with the laws of the State of Arizona, except to the extent such laws are preempted by federal law.

10. **Joint Responsibilities.** In order to facilitate performance of the Contractor's management and administration responsibilities and provide the required Housing Services under the terms of this Contract, the Contractor agrees to meet with representatives of the RBHA on a regular basis, but not less than quarterly, to discuss and evaluate the Contractor's performance under the terms of this Contract.

11. **Approval of Contract.** This Contract is subject to prior approval of ADHS. The RBHA shall notify ADHS of this Contract and acquire the necessary approvals. Any amendment or termination is also subject to prior approval of ADHS and such approval will be acquired by the RBHA. In addition, this Contract is subject to and governed by the Minimum Subcontract Provisions required by ADHS attached hereto as Exhibit III and incorporated herein by this reference.

12. **Non-Discrimination Requirements.** The Contractor shall comply with State Executive Order No. 99-4 which mandates that all people regardless of race, color, religion, gender, age, national origin or political affiliation shall have equal access to employment opportunities and other applicable federal and state laws, rules and regulations. The Contractor shall take affirmative action to ensure that applicants for employment, employees and persons to whom the Contractor provides Housing Services are not discriminated against due to race, creed, color, religion, gender, national origin or disability. Additionally, the Contractor shall comply with all other applicable Federal and State Laws, including but not limited to the following:
Title VII of the Civil Rights Act of 1964, as amended.
Age Discrimination in Employment Act of 1975.
A.R.S. §41-1461, *et seq.*
Section 503 of the Rehabilitation Act of 1973.
Title VI of the Civil Rights Act of 1964, as amended.
504 of the Rehabilitation Act of 1973, as amended.
Federal Fair Housing Act (Title VIII of the 1964 Civil Right Act as amended).
Americans with Disabilities Act of 1990.

13. **Warranty of Services.** The Contractor represents and warrants that all the Services required by this Contract shall be performed in conformity with the applicable Housing Services requirements of the RBHA Contract with ADHS. The Contractor further represents and warrants that it will perform its duties and obligations under this Contract through qualified personnel in accordance with standards required by federal or state law, and applicable rules and regulations.

14. **Documents to Be Supplied by Contractor.** Upon execution of this Contract, the Contractor shall provide to the RBHA one (I) copy of all licenses, certifications, registrations and accreditations referenced in this Contract; (ii) copies of the certificates of insurance referenced in this Contract; and (iii) documents revealing the existence of the Contractor entity as a for-profit corporation.

15. **Amendments.** Any changes, modifications or amendments to the terms and conditions of this Contract are ineffective unless they are reduced to writing and signed by both parties. Except as authorized herein, no condition or requirement contained in or made a part of this Contract shall be waived or modified without an approved, written amendment. Amendments shall be effective when signed by

all parties. The terms and provisions of this Contract shall, except as and to the extent so amended, remain in full force and effect. The immediately foregoing notwithstanding, the Contractor shall give notice to the *RBHA* of any non-material alternation to this Contract. Non-material alternations do not require a written amendment and are:

1) Change of administrative address; 2) telephone number; 3) authorized signatory agent; 4) the name and/or address of the person to whom notices are to be sent; and 5) the Contractor name changes where the ownership remains the same.

16. **Dispute Resolution.** In the event the Contractor shall have any dispute with respect to the performance or interpretation of this Contract, the Contractor agrees to attempt in good faith to resolve any matters of controversy pursuant to the *RBHA'* Provider Grievance and Appeal Process (as specified in the *RBHA'* Maricopa County Provider Manual) prior to the initiation by Contractor of any legal action of the exercise by the Contractor of any termination rights under Section F of this Contract. Any dispute not related to claims payment issues between the parties which cannot be resolved pursuant to the *RBHA'* Provider Grievance and Appeals Process shall be resolved through binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The final decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

M. ENTIRE AGREEMENT:

This Contract and its subsequent Amendments signed by both parties constitutes the final terms of this Contract and is a complete and exclusive statement of those terms.

N. BINDING EFFECT:

This Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors.

SCHEDULE OF EXHIBITS

EXHIBIT NO.	DESCRIPTION
I	Project Funding
II	Scope of Work
III	ADHS Minimum Subcontract Provisions
IV	Attachment A

Exhibit I

PROJECT FUNDING

1. ADMINISTRATIVE FEES. The *RBHA* will pay Contractor management fees equal to 8% per month for the value of each Rent Subsidy Voucher expended during the month reported.

2. CONTRACT MAXIMUM. The *RBHA* shall pay Contractor, for services provided, **a total not to exceed $128,115.84 (for four Vouchers)** for the period of 01-12-2011 through 06-30-2015. Original invoices are required, with statements of expense detailed by member by program, detailed by member by program.

3. MONTHLY REPORTS. Payment Requests with statements of expense detailed by member by program are required to be submitted monthly by the fifth day of the month following the month reported through-out the five year terms of this contract.

4. TIMING OF PAYMENTS. The *RBHA* shall pre-pay the estimated expenses for the first quarter of each contract year. Subsequent payments will be made monthly based on previous invoices received. It is agreed that payments shall be due and payable within fourteen (14) working days of receipt of monthly Contractor invoices. In the month following the last month of the fiscal year, reconciliation between prepaid amounts and actual expenses will be performed and an adjusting payment or notice to recoup funds will be issued.

5. LEASING VOUCHERS The contractor shall immediately, at the signing of the contract, begin interviewing referred applicants and executing leases with private landlords. 100% of the four contracted vouchers should be leased by June 30, 2011. If by 4-30-2011, all four vouchers are not leased, the RBHA reserves the right to move the voucher to another PHA that can lease 100% of the vouchers by 06-30-2011.

6 LINKAGE BONUS. A one time only Linkage Bonus of $200.00 per household will be paid to the Contractor when any participant moves off the Bridge Voucher Program and on to the mainstream Section 8 Housing Choice Voucher program or Conventional Housing program. The Linkage Bonus will be paid within fourteen (14) days of the submission of evidence that the participant has moved to the Section 8 program.

7. DELIVERABLES.

- Monthly invoice tracking detail of voucher payments by resident by assigned voucher;
- Monthly list of number of unassigned vouchers;
- Log of Annual Income Assessments completed, by tenant, and any changes in status of tenant responsible amounts.
- Log reflecting all units rented using Bridge Vouchers are reviewed and meet Housing Quality Standards at move-in and annually.

8. AUTHORIZATION PROCEDURES.

- Contractor agrees to coordinate assignment of Vouchers with the *RBHA* Housing Administrator, ADHS AND ADOH.
- Only individuals referred from Cenpatico and RBHA service providers are eligible to be assigned a Bridge Voucher.
- Contractor will abide by the Program Policies and Procedures Manual for the Bridge Subsidy Program developed by ADHS/DBHS and ADOH, January, 2009.

7. ALLOWABLE EXPENSES. The following expenses are reimbursable in full to the Contractor, when incurred for the benefit of enrolled members:

- Rental payments, net of tenant rent received;
- A one time only Linkage Bonus when individual on a Bridge Voucher moves into a mainstream Section 8 Housing Choice Voucher or is able to move off the Bridge Voucher to self-pay.

EXHIBIT II

SCOPE OF WORK
TENANT-BASED BRIDGE SUBSIDY PROGRAM

I. SUMMARY

This Contract reflects a new pilot program through a partnership between the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS) and the Arizona Department of Housing (ADOH) to expand the supply of Permanent Supportive Housing (PSH) in Arizona for individuals with serious mental illness enrolled in the public behavioral health system. PSH is a best practice housing approach that provides permanent housing (typically rental apartments integrated in the community) linked with voluntary and flexible community-based services. The PSH model is based on a philosophy that supports consumer choice and empowerment, rights and responsibilities of tenancy, and appropriate flexible, accessible, and available services that meet each consumer's changing needs.

This pilot initiative is a tenant-based rental assistance program with basic policies similar to the federal Section 8 Housing Choice Voucher (HCV) program. This initiative will provide ADHS/DBHS consumers with more housing choices and the flexibility to select a unit and neighborhood that meets their specific needs and preferences. This program is designed as a "bridge subsidy" to help consumers eventually access HUD Section 8 Housing Choice Vouchers. To this end, the Bridge Subsidy Program will mirror to the extent possible HUD's Section 8 HCV Program. The ADHS/DBHS consumers will receive the rental assistance until they are able to access a Section 8 Housing Choice Voucher, or no more than a five year period.

II. PROGRAM MODEL

The Bridge Subsidy Program's purpose is to provide tenant-based permanent supportive housing for ADHS/DBHS target population consumers while creating a structured link to a permanent rental subsidy through the Section 8 HCV Program. The Bridge Subsidy Program will act as a catalyst to structure closer relationships with local Public Housing Authorities and other affordable housing providers. The Bridge Subsidy Program will provide temporary, tenant-based rental assistance until a person receives a Section 8 voucher. At time of entry into the Bridge program, the participant will be required to apply for Section 8 assistance. In addition, the participant will also be required to accept a Section 8 voucher when a voucher becomes available. The Bridge Subsidy Program will utilize a rent calculation procedure consistent with HUD's Section 8 regulations. As a result, participants will pay approximately 30% of their adjusted income towards rent. In addition, the rent allowed will be capped at the maximum rent for the local PHA's Section 8 HCV Program. The Subsidy Administrator will conduct annual and periodic inspections of the Bridge Subsidy units using HUD's Housing Quality Standards. Finally, landlords that accept a Bridge Subsidy participant must agree to accept a Section 8 voucher when one becomes available.

A. Target Population:

The target population is defined as ADHS/DBHS consumers who are adults with serious mental illness that are currently homeless or residing in a residential treatment program.

B. Tenant Share of Rent:

The Tenant is required to pay rent according to the HUD formula of 30% of his or her adjusted gross income as calculated. These Tenant Payments are used to offset the total rental payment. The rent and associated costs are subsidized by state funds administered by the RBHA Housing Division.

C. CONTRACTOR REQUIREMENTS:

1) Tenant Related Matters.

a. Financial Eligibility. The Contractor shall prepare financial income determination for consumers referred by the RBHA ADHS and ADOH and/or the RBHA Housing Manager. This shall include but not be limited to the following: initial calculation of assets and income, allowances and adjustments in income, verification, including third party verification of assets and income, calculation of Tenant rent, re-certification of Tenant rent, and interim adjustments of Tenant rent, as circumstances warrant. The Contractor shall conduct yearly income verifications and computation of Tenant rent. The Contractor shall conduct income verifications when Tenants report changes in their income. The Contractor shall notify the Tenant of their adjusted rent.

b. Housing Program Selection for Tenant. The Contractor will place the consumer in the housing program as noted in the referral from the RBHA Housing Administrator. Any changes in the assignment to the requested housing program shall be prior-approved by the RBHA Housing Administrator in writing.

c. Orientation of Tenant. The Contractor shall conduct orientation/briefing sessions for enrolled members who are financially appropriate for the program, and individually-tailored orientations for those Tenants needing that service. Each adult shall be given a copy of the appropriate information packet and shall be assisted in completing all housing related documents. Orientations shall be conducted at locations other than the Contractor's offices when it would benefit a Consumer or group of Consumers who have a justified difficulty in getting to Contractor's offices.

d. Collection of Tenant Share of Rent. The Contractor shall inform Tenant of Tenant share of rent and/or utility payments and allowances.

1. The Contractor shall calculate Total Tenant Payment (TTP) based on income using the methods described by HUD. Income verification for the purposes of calculation of TTP shall be completed when the Tenant is first housed and thereafter, at annual intervals or when notified of any changes in income. The Contractor shall verify any income, whether earned or unearned, from any source for each applicant and household member. The Contractor shall provide written notification to the RBHA Housing Administrator of changes in TTP within ten (10) working days.

2. In the event the Contractor is informed by the Landlord that the Tenant is delinquent in payment of the Total Tenant Payment, the Contractor will notify the Tenant and the Tenant's Case Manager in an attempt to rectify the situation in which the Tenant could be out of compliance with the lease agreement.

e. Eviction Prevention. The Contractor shall alert the Service Provider/Case Manager and the RBHA in the event it is learned that the Landlord has provided an Eviction Notice to the Tenant. Copies of the Arizona Residential Landlord/Tenants Act regarding evictions will be provided to the Tenant and the Service Provider.

2) Operating Matters.

a. HQS and Inspector Availability. The Contractor shall conduct HQS inspections and complete reports as required by the RBHA and HUD and maintain at least one person on staff who is qualified to perform and who will perform the HQS inspections within ten (10) business days of request. The Contractor shall conduct HQS inspections prior to move-in and on an annual basis. Interim HQS Inspections will be completed as needed.

b. Requiring Tenant to Follow Policies. The Contractor shall require all Contractor staff having direct contact with Consumer to train its staff about the rights of people with serious mental illnesses and have a working knowledge of the Arizona Residential Landlord/Tenant Act (ARLTA) and Fair Housing Laws. The Contractor shall be prepared to and shall act in accordance with the ADHS/DBHS, ARLTA and Fair Housing Laws when violations of the lease occur. The Contractor shall concurrently pursue informal measures of resolving matters, when appropriate, and shall keep the Tenant, Case Manager, and the RBHA Housing Manager informed of all actions taken.

3) **General Matters.**

a. Maintenance of Files. The Contractor shall maintain complete individual files on each Tenant referred to the Contractor and additionally maintain a file on each unit under a Sponsor Based lease.

b. Maintenance of Documents and Papers. The contractor shall ensure that all leases, housing assistance payment contracts, and occupancy agreements are executed, maintained, and performed in compliance with approved HUD and RBHA policies.

c. Hearings and Grievances. The Contractor shall operate an informal and formal hearing process for the resolution of Tenant matters handled by the Contractor. The Contractor shall maintain copies of the ADHS/DBHS and the RBHA grievance procedures and make them available to any applicant or Tenant who has indicated dissatisfaction with the services of the Contractor.

d. Cooperation with Oversight Agencies. The Contractor shall cooperate with all the RBHA, ADHS/DBHS, ADOH, HUD, and other appropriate monitoring activities, including record review training sessions, and site-visits.

e. Cooperation With and Participation on Clinical Team. The Contractor shall cooperate with the RBHA staff, Clinical teams, support service Contractors, and others for the overall management and success of the Housing Program and the Tenants participating in the Program; respond promptly to calls from these persons and promptly report Tenant information to the Case Managers and other appropriate Contractors, especially when Tenants activity is affecting housing eligibility, tenancy status, or is indicative of a clinical problem; cooperate with and initiate as necessary an Individualized Service Planning Process (ISP) or a Staffing for any Tenant who may be jeopardizing his or her housing eligibility by violations of the housing program standards.

f. Meeting Attendance. The Contractor shall attend meetings, including grievance, appeal and ISP hearings. Appropriate notice shall be given to Contractor requesting meeting attendance.

g. Privacy of Tenant. The Contractor shall decline to participate in conversations regarding a Tenant's medical history, and not accept or maintain medical records, except for the minimum amount of information necessary to assess unit accessibility needs, if appropriate. Information that is received by the Contractor from a Tenant or other third party that is of a clinical nature should be referred to the Case Manager or clinical team.

Exhibit III

ADHS Minimum Subcontract Provisions

Section 1 **Evaluation of Quality, Appropriateness, or Timeliness of Services**. The Arizona Health Care Cost Containment System Administration (AHCCCSA), ADHS/DBHS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

Section 2 **Records and Reports**. The Subcontractor shall maintain all forms, records, reports and working papers used in the preparation of reports, files, correspondence, financial statements, records relating to quality of care, medical records, prescription files, statistical information and other records specified by AHCCCSA or ADHS/DBHS for purposes of audit and program management. The Subcontractor shall comply with all specifications for record-keeping established by the AHCCCSA and ADHS/DBHS. All books and records shall be maintained to the extent and in such detail as shall properly reflect each service provided and all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is made to the Subcontractor. Such material shall be subject to inspection and copying by the State, AHCCCSA, ADHS/DBHS and the U.S. Department of Health and Human Services during normal business hours at the place of business of the person or organization maintaining the records.

The Subcontractor agrees to make available at the office of the Subcontractor, at all reasonable times, any of its records for inspection, audit or reproduction, by any authorized representative of the State or Federal governments.

The Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this subcontract except as provided in paragraphs a. and b. below:

a. If this subcontract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

b. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this subcontract, or costs and expenses of this subcontract to which exception has been taken by the State, shall be retained by the Subcontractor until such disputes, litigation, claims or exceptions have been disposed of.

The Subcontractor shall provide all reports requested by AHCCCSA and ADHS/DBHS, and all information from records relating to the performance of the Subcontractor which AHCCCSA and ADHS/DBHS may reasonably require. The Subcontractor reporting requirements may include, but are not limited to, timely and detailed utilization statistics, information and reports.

The Subcontractor shall certify to ADHS/DBHS that it has not engaged in conduct prohibited by section §1128B of the Social Security Act (42 USC 1320a-7b).

Section 3 **Limitations on Billing and Collection Practices**. The Subcontractor shall collect any required co-payment from Title XIX and Title XXI members but services shall not be denied for inability to pay the co-payment. Except for permitted co-payments, the Subcontractor shall not bill nor attempt to collect any fee from, or for, a Title XIX or Title XXI eligible person or member for provision of covered services, and must accept the lesser of its fee or the AHCCCS capped fee as payment in full.

Section 4 **Assignment and Delegation of Rights and Responsibilities**. No payment due the Subcontractor under this subcontract may be assigned without the prior approval of ADHS/DBHS. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from the ADHS/DBHS.

Section 5 **Approval of Subcontracts, Amendments or Termination**. This subcontract is subject to prior approval by the ADHS/DBHS. The Contractor shall notify the ADHS/DBHS in the event of any proposed amendment or termination during the term hereof. Any such amendment or termination is subject to the prior approval of the ADHS/DBHS. Approval of the subcontract may be rescinded by the Director of the ADHS/DBHS for violation of Federal or State laws or rules.

Section 6 **Warranty of Services**. The Subcontractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this Contract.

Section 7 **Subjection of Subcontract**. The terms of this subcontract shall be subject to the applicable material terms and conditions of the Contract existing between the ADHS/DBHS and AHCCCSA for the provision of covered services.

Section 8 **Awards of Other Subcontracts**. AHCCCSA and/or ADHS/DBHS may undertake or award other contracts for additional or related work to the work performed by the Subcontractor and the Subcontractor shall fully cooperate with such other Contractors, Subcontractors, or State employees. The Subcontractor shall not commit or permit any act which shall interfere with the performance of work by any other Contractor, Subcontractor or State employee.

Section 9 **Indemnification by Subcontractor**. The Subcontractor agrees to hold harmless the State, all State officers and employees, AHCCCSA, ADHS/DBHS and other appropriate State agencies, and all officers and employees of AHCCCSA, ADHS/DBHS and all AHCCCS eligible persons in the event of nonpayment to the Subcontractor. The Subcontractor shall further indemnify and hold harmless the State, AHCCCSA, ADHS/DBHS, other appropriate State agencies, AHCCCS Contractors, and their agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the State, AHCCCSA and ADHS/DBHS or its agents, officers or

employees, or AHCCCS Contractors, through the intentional conduct, negligence or omission of the Subcontractor, its agent, officers or employees.

Section 10 **Maintenance of Requirements to do Business and Provide Services**. The Subcontractor shall be registered with AHCCCSA and ADHS/DBHS and shall obtain and maintain all licenses, permits and authority necessary to do business and render services under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

Section 11 **Compliance with Laws and Other Requirements**. The Subcontractor shall comply with all Federal, State and local laws, rules, regulations, standards and Executive Orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract.

Section 12 **Severability**. If any provision of these standard subcontract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

Section 13 **Voidability of Subcontract**. This subcontract is voidable and subject to immediate termination by ADHS/BHS upon the Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subcontract without the prior written approval of ADHS/DBHS.

Section 14 **Confidentiality Requirement**. Federal Law and regulation requires states to protect information regarding eligible persons. The AHCCCS Behavioral Health Policy Manual (Disclosure, Fraud and Abuse Requirements; and, Prohibition Against Disclosure of Confidential Information) provide a detailed description of information that must be protected. Reference also 42 CFR Part 431, Subpart F, ARS §§36-107, 36-2903, 41-1959 and 46-135, and AHCCCS and/or ALTCS Rules.

The Subcontractor shall establish and enforce a security policy which establishes and implements appropriate security controls over confidentiality of personal person information in compliance with all applicable State and Federal laws, regulations and the policies of AHCCCS and the ADHS. Such a security policy shall include but shall not be limited to: internal and external controls as to access to computer, electronically/optically stored and hard copy files and information; appropriate employee training; and agreements on the part of employees to maintain such confidentiality. The Subcontractor's (Facility/Program's) policy shall conform to the following requirements.

1. The Subcontractor's (Facility/Program's) procedures shall comply with A.A.C. R9-R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records.

2. The Subcontractor's (Facility/Program's) procedures shall comply with the Code of Federal Regulations, 42 CFR., Part 2, regarding disclosure of confidential substance abuse treatment information and records.

3. No medical information contained in the Subcontractor's (Facility/Program's) records or obtained from the Contractors, ADHS/DBHS or from others in carrying out its functions under this RFP/Contract shall be used or disclosed by the Subcontractor, its agents, officers, employees or Subcontractors (Facility/Programs), except as is essential to the performance of duties under this RFP/Contract or otherwise permitted under the statutes and rules of the ADHS.

4. Disclosure of medical information, names, or other such information to the Contractor and ADHS/DBHS is deemed essential to the performance of duties under this RFP/Contract.

5. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this RFP/Contract, or any employer of such person shall be made available for any political or commercial purposes.

6. Information received from a Federal agency, or from any person or subcontracted provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. In accordance with Section 318(e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], all information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with a cooperative agreement funded with Federal monies shall not, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by the laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed:

   i. in summary, statistical or other form; or

   ii. for clinical or research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed.

8. The Subcontractor shall comply with the provisions of A.R.S. § 36-663 concerning Human Immunodeficiency Virus related testing; restrictions; exceptions; and A.R.S. § 36-664 concerning confidentiality; exceptions; in providing services under this RFP/Contract.

Section 15 **Grievance Procedures**: Any grievances filed by the Subcontractor shall be adjudicated in accordance with AHCCCS and ADHS/DBHS Rules.

Section 16 **Appeals Procedures**. Any appeals filed by the Facility/Program shall be adjudicated in accordance with AHCCCS rules, policies and procedures and ADHS/DBHS rules, policies and procedures.

Section 17 **Termination of Subcontract**. ADHS/DBHS may, by written notice to the Subcontractor terminate this subcontract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Subcontractor, or any agent or representative of the Subcontractor, to any officer or employee of the State with a view towards securing a Contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Subcontractor; provided, that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in any competent court. If the subcontract is terminated under this section ADHS/DBHS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in the amount of three times the cost incurred by the Subcontractor in providing any such gratuities to any such officer or employee.

Section 18 **Prior Authorization and Utilization Review**. The Subcontractor shall cooperate with the prior authorization, utilization review and quality management standards of the AHCCCS and ADHS/DBHS programs and appropriate federal regulations. The Subcontractor shall only claim Title XIX or Title XXI reimbursement for services that were provided to a Title XIX or Title XXI member in accordance with the standards set forth in this subcontract.

Section 19 **Non-Discrimination Requirements**. If applicable, the Facility/Program shall comply with the:

a. Equal Pay Act of 1963, as amended, which prohibits sex discrimination in the payment of wages to men and women performing substantially equal work under similar working conditions in the same establishment.

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits of, or participation in, Contract services on the basis of race, color, or national origin.

c. Title VII of the Civil Rights Act of 1964, as amended, which prohibits private employers, State and local governments, and educational institutions from discriminating against their employees and job applicants on the basis of race, religion, color, sex, or national origin.

d. Title I of the Americans with Disabilities Act of 1990, as amended, which prohibits private employers and State and local governments from discriminating against job applicants and employees on the basis of disability.

e. Civil Rights Act of 1991, which reverses in whole or in part, several recent Supreme Court decisions interpreting Title VII.

f. Age Discrimination in Employment Act (A.R.S. Title 41-1461, et. seq.): This prohibits discrimination based on age.

g. State Executive Order 99-4 and Federal Order 11246 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities.

h. Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of the employment of qualified persons because of physical or mental handicap.

i. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering Contract services.

Section 20 **Compliance with AHCCCS Rules Relating to Audit and Inspection**. The Subcontractor shall comply with all applicable AHCCCS and ADHS/DBHS Rules and Audit Guide relating to the audit of the Subcontractor's (Facility/Program's) records and the inspection of the Subcontractor's (Facility/Program's) facilities. If the Subcontractor is an inpatient facility, the Subcontractor shall file uniform reports and Title XVIII, Title XIX and Title XXI cost reports with AHCCCSA and ADHS/DBHS.

Section 21 **Certification of Truthfulness of Representation**. By signing this subcontract (Agreement), the Subcontractor certifies that all representations set forth herein are true to the best of its knowledge.

Section 22 **Certification of Compliance - Anti-Kickback and Laboratory Testing**. By signing this subcontract, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Subcontractor provides laboratory testing, it certifies that it has complied with 42 CFR, §411.361 and has sent to AHCCCSA and ADHS/DBHS simultaneous copies of the information required by that rule to be sent to the Health Care Financing Administration.

Section 23 **Conflict in Interpretation of Provisions**. In the event of any conflict in interpretation between provisions of this subcontract and AHCCCS and ADHS/DBHS Minimum Subcontract Provisions, the latter shall take precedence.

Section 24 **Merger, Reorganization and Ownership Change**. A merger, reorganization or change in ownership of a provider which is related or affiliated with the Subcontractor shall require a contract amendment and prior approval of ADHS/DBHS.

Section 25 **Encounter Data Requirement**. If the Subcontractor does not bill ADHS/DBHS (e.g., Subcontractor is capitated), the Subcontractor shall submit encounter data to ADHS/DBHS in a form acceptable to AHCCCSA and ADHS/DBHS.

Section 26 **Clinical Laboratory Improvement Amendments of 1988**. The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver of CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they shall meet all the requirements of 42 CFR 493, Subpart A.

To comply with these requirements, AHCCCSA and ADHS/DBHS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories.

Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse subcontracted providers who do not comply with the above requirements.

Section 27 **Insurance**.
(This provision applies only if the Subcontractor provides services directly to AHCCCS members)
The Subcontractor shall maintain for the duration of this subcontract (Agreement) a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance. The Subcontractor agrees that any insurance protection required by this subcontract, or otherwise obtained by the Subcontractor, shall not limit the responsibility of Subcontractor to indemnify, keep and save harmless and defend the State and AHCCCSA and ADHS/DBHS, their agents, officers and employees as provided herein. Furthermore, the Subcontractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCSA and ADHS/DBHS shall have no responsibility or liability for any such taxes or insurance coverage.

Section 28 **Fraud and Abuse**. If the Subcontractor discovers, or is made aware, that an incident of potential fraud or abuse has occurred, the Subcontractor shall report the incident to ADHS/DBHS, who shall proceed in accordance with the *AHCCCS Health Plans and Contractors Policy for Prevention, Detection and Reporting of Fraud and Abuse.* Incidents involving potential member eligibility fraud should be reported to AHCCCSA, Office of Managed Care, and Member Fraud Unit. All other incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity. (See AHCCCS RuleR9-22-511.)

Section 29 **Compliance with Title XIX, Title XXI and ARS §36-2901**. The subcontractor shall comply with provisions of federal laws and regulations governing the Title XIX and Title XXI programs except for those requirements waived for the state by the federal government. The Subcontractor shall comply with the provisions of ARS §36.2901 et seq. Governing AHCCCSA and ADHS/DBHS and with all applicable rules promulgated by AHCCCSA and ADHS/DBHS.

Section 30 **Restriction on Covered Services**. Covered services provided pursuant to this Contract may be limited, conditioned or terminated by ADHS/DBHS or the Contractor as the result of any breach of the Contract or as the result of any quality assurance review or program undertaken by or at the direction of ADHS/DBHS or AHCCCS.

Section 31 **Duties Upon Termination**.

a. In the event of the termination of the Contract between [Contractor] and the ADHS/DBHS, [subcontracted provider] shall stop all work as of the effective date of the notice of termination from [Contractor].

b. Upon receipt of the notice of termination and until the effective date of the notice of termination, [subcontract provider] shall perform work consistent with the requirements of this Contract and in accordance with a written plan approved by the ADHS/DBHS for the orderly transition of eligible and enrolled persons to another Contractor or to subcontracted providers.

c. All documents, programs, and other information prepared by [subcontracted provider] under the Contract shall be delivered to the ADHS/DBHS upon demand.

EXHIBIT IV

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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CANCELLATION

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

GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3269 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	08/04/2015		
Submitted For:	Malissa Buzan		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015 - 2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 - June 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Contract No. 014-0444 with Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V.

Background Information

For the past 11 years, Gila County Housing has received funding from Pinal-Gila Council for Senior Citizens Area Agency on Aging to provide emergency minor home repairs to eligible clients residing in Gila County.

On July 16, 2013, the Board of Supervisors approved Contract No. 014-0444 for the period July 1, 2013, through June 30, 2014.

On July 15, 2014, the Board of Supervisors approved Amendment No. 1 to Contract No. 014-0444 for the period July 1, 2014, through June 30, 2015.

Evaluation

Amendment No. 2 will amend the contract dated July 1, 2013, to render services from July 1, 2015, through June 30, 2016.

The contract amount is $6,242, which will be used to provide emergency minor home repair to eligible citizens residing in Gila County.

Conclusion

By approving Amendment No. 2 to Contract No. 014-0444, Gila County Housing Services will receive funding to assist eligible citizens with emergency minor home repairs.

Recommendation

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

Suggested Motion

Approval of Amendment No. 2 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V, (PGCSC) and the Division of Community Services, Housing Services, whereby PGCSC will provide funding in the amount of $6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective July 1, 2015, through June 30, 2016.

Attachments

Amendment No. 2 Contract No. 014-0444

Amendment No. 1 Contract No. 014.0444

Contract No. 014-0444 Pinal Gila Council for Senior Citizens Area Agency on Aging

LegalExplanation

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 014-0444 2. AMENDMENT #2 (6/15)	3. EFFECTIVE DATE OF AMENDMENT ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER	4.

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

A. To amend contract dated July 1, 2013.

B. To render services from July 1, 2015 through June 30, 2016, in accordance with the amended contract operating budget and new service levels.

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

9. **GILA COUNTY COMMUNITY SERVICES DIVISION**	10. **PINAL-GILA COUNCIL FOR SENIOR CITIZENS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
TYPED NAME Michael A. Pastor Gila County Board of Supervisors	TYPED NAME Olivia B. Guerrero
TITLE	TITLE President/CEO
DATE Approved as to form:	DATE 7-9-2015

Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #2 (6/15)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 6,242

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2015 to June 30, 2016 is $6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$6,242

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #2 (6/15)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 6,242

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2015 to June 30, 2016 is $6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$6,242

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name:	Contract Number: 014-0444	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2015
Gila County Community Services Division	Amend. #2	From: 7/01/15 To: 6/30/16		

REVENUES

Services	Home Repair (RPR)							GRAND TOTAL
Totals	6,242		0	0	0	0	0	6,242
AREA AGENCY CEILING	6,242							6,242
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	6,242	0	0	0	0	0	0	6,242
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	6,242	0						6,242

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	5,432							5,432
Travel								0
Space								0
Equipment								0
Material/Supplies	810							810
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	6,242	0						6,242
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	6,242	0						6,242
SERVICE TOTAL	6,242	0	0	0	0	0	0	0
No. of Units Direct	24							
No. of Units Purchased								
Unit Rate/Direct	260.08							
Unit Rate/Purchased								
Unit Rate/Contract								

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 014-0444 2. AMENDMENT #1 (7/14)	3. EFFECTIVE DATE OF AMENDMENT ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	4.

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

A. To amend contract dated July 1, 2013.

B. To render services from July 1, 2014 through June 30, 2015, in accordance with the amended contract operating budget and new service levels.

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

9. **GILA COUNTY COMMUNITY SERVICES DIVISION**	10. **PINAL-GILA COUNCIL FOR SENIOR CITIZENS**
SIGNATURE OF AUTHORIZED INDIVIDUAL Michael A. Pastor	SIGNATURE Olivia B. Guerrero
TYPED NAME Michael A. Pastor Chairman, Gila County Board of Supervisors	TYPED NAME Olivia B. Guerrero
July 15, 2014	TITLE President/CEO
DATE Approved as to form: Bryan B. Chambers, Deputy Attorney Principal	DATE 6/20/14

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #1 (7/14)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 6,242

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2014 to June 30, 2015 is $6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$6,242

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services Division (PROVIDER AGENCY NAME), FEI No. 86-6000444 (FEDERAL EMPLOYER IDENTIFICATION NUMBER)

5515 S. Apache Ave., Suite 200, Globe, AZ 85501 (Address) 928-425-7631 (Phone Number)

1.2 Michael A. Pastor (Name of Principal Authorized Signatory) Chairman, Gila Co. Board of Supervisors (Title)

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan (Name) Director (Title) is authorized to sign this Contract and any amendments thereto on behalf of the Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:

Malissa Buzan, Director, Gila County Community Services (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@gilacountyaz.gov

2.2 Daily contact regarding programmatic issues for this contract:

Malissa Buzan, Director, Gila County Community Services (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@gilacountyaz.gov

2.3 Financial contact for issues regarding to this contract:

Nick Montague, Fiscal Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8652 (Phone Number)
FAX: 928-425-9468 E-MAIL: nmontague@gilacountyaz.gov

2.4 The Provider shall address all notices relative to this Contract to the attention of:
2.5

Olivia B. Guerrero, President/CEO
Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

Telephone Number: 520-836-2758
Fax: 520-421-2033
E-Mail: oliviag@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2014
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2015

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

☒ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Home Health Aid
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management	_____ Legal	_____ Nursing
____ FCSP Case Management		_____ Personal Care

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.

C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Home Repair/Renovations	Housing Administrator	1	n/a
	Housing Rehab Specialist	1	n/a
	Director	1	n/a
	Grants Administrator	1	n/a
	Fiscal Manager	1	n/a

Section 5.6

FACILITY LOCATION CHART

Contract Services may be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICES(S) WILL BE PROVIDED.	CONTRACT SERVICE(S)	SUB	Days & Hours of Operation	Geographic Coverage
Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	Home Repair/Renovations		Monday – Friday 8:00am – 5:00pm	All of Gila County, including Globe, Miami, Claypool, Hayden, Winkelman, Roosevelt, Tonto Basin, Young, Gisela, Pine, Strawberry, Payson, Star Valley
Gila County Community Services 107 W. Frontier St, Bldg C Payson, Arizona 85541	Home Repair/Renovations		Monday – Friday 8:00am – 5:00pm	

The Contractor's Administrative office will not be open on those holidays marked below (darken box for applicable holidays):

☒ New Year's Day	☐ Good Friday	☐ Yon Kippur	(Other
☒ Martin Luther King, Jr.'s Birthday	☒ Memorial Day	☐ Columbus Day	☐ Floating Holiday
☐ Lincoln's Birthday	☒ Independence Day	☒ Veteran's Day	☐ _____
☐ Washington's Birthday	☒ Labor Day	☒ Thanksgiving Day	☐ _____
☒ Presidents' Day	☐ Rosh Hashanah	☒ Christmas Day	☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

*Contractor may add/delete facility locations and/or subcontractors pursuant to 4.5.9 of the Scope of Work.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Gila County Community Services Division	Contract Number: 014-0444	FOR PERIOD From: 7/01/14 To: 6/30/15	Prepared by: M. Buzan	Date: July 1, 2014

REVENUES

Services	Home Repair (RPR)							GRAND TOTAL
Totals	6,242	0	0	0	0	0	0	6,242
AREA AGENCY CEILING	6,242							6,242
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	6,242	0	0	0	0	0	0	6,242
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	6,242	0						6,242

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	6,000							6,000
Travel								0
Space								0
Equipment								0
Material/Supplies	242							242
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	6,242	0						6,242
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	5,810	0						5,810
SERVICE TOTAL	5,810	0	0	0	0	0	0	0
No. of Units Direct	24							
No. of Units Purchased								
Unit Rate/Direct	242.08							
Unit Rate/Purchased								
Unit Rate/Contract								

COST ALLOCATION PLAN
FY 2014-2014

Cost	Allocation
Minor Home Repair	24 clients assisted with $250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

Scope of Work
Area Agencies on Aging

22.0 HOME REPAIR AND RENOVATIONS

22.1 Purpose Statement
The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

22.2 Service Description
22.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.
22.2.2 Home repair increases or maintains independence of eligible individuals.
22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.
22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.
22.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall:
22.3.1 Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.
22.3.2 For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.
22.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.
22.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.
22.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:
1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

22.4 Licensure/Certification Requirements – The Contractor shall:
22.4.1 Comply with all federal, state and local licensure/certification requirements.
22.4.2 Ensure that materials and work meet industry standards.
22.4.3 Ensure that all repairs and adaptations conform to state and local building codes.

22.5 Performance Measure
22.5.1 Number of clients that receive services annually.

22.6 Reporting Unit
22.6.1 One unit of service equals one repair or adaptation.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.

1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.

1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.

1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).

1.6

1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.

1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.

1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.

1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.

1.12 **"Days"** means calendar days unless otherwise specified.

1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).

1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.

1.17 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.

1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.

1.20 **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.

1.21 **"PGCSC"** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.

1.22 **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service".

1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.24 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

2.1 **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.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 PGCSC Uniform General Terms and Conditions;
2.3.4 Annex A, Statement or Scope of Work;
2.3.5 Specifications -- Methodology;
2.3.6 Annex B, Budget and Conditions of Payment
2.3.7 Attachments;
2.3.8 Exhibits; and
2.3.9 Documents referenced or included in Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Contractor or their personnel will not be represented by PGCSC.

2.5 **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.

2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 **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.

3. Contract Administration and Operation.

3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor 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 and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;

3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;

3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)"*

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

3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling $300,000 or more ($500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.

3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.

3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.

3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.

4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.

4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.

4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:

4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. 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 by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** 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.

6.3 **Indemnification – Patent and Copyright.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.

7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.

7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

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

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

8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

8.4 **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, PGCSC 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.

8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC 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 Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor 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.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor 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 Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 PGCSC 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 Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration.** 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).

12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.

13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.

13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.

13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.

13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.

14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.

16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.

17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.

17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)

18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 **Equipment.**

19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.

19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.

19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.

20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. **Fair Hearings and Service Recipients' Grievances.**

21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.

22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:

22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.

22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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 State of Arizona and DES in no way warrant 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

23.1.1 **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury 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
• Blanket Contractual Liability – Written and Oral	$1,000,000

- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 **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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona 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 **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.

26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;

26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;

26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.

28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 **Reporting and Client Referral Requirements.**

30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.

30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.

30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.

30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.

30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.

30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 **Substantial Interest Disclosure.**

31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.

31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 **Termination for Any Reason.**

34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.

34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

35.3 OMB Circular A-21 for educational intuitions.

35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.

36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.

39 **Federal Immigration and Nationality Act.**

39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).

42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.

44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 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.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;

2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 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.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 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.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor 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 Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor'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 Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. 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.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. 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 by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. 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."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor 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.

8.2 Stop Work Order.

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

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

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 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 State 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.

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

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to 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 Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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

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

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor 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 Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 The State 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 Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration**

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).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding
AAA

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment; software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"May"** indicates something that is not mandatory but permissible.

1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

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

2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

Code of Conduct.

.1 The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

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

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.

16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 **E-Verify.**

18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 **Fair Hearings and Service Recipients' Grievances.**

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 **Federal Immigration and Nationality Act.**

20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 **Fees and Program Income.**

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 **Fingerprinting.**

22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

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

2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

:1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

24.2.1 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.

24.2.2 The *Insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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, personal injury and broad form contractual liability.

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

- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. This paragraph, **Business Automobile Liability,** shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability,** shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000
  - Disease – Each Employee $ 500,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

5. **Fidelity Bond or Crime Insurance**
Bond or Policy Limit $ 100,000

a. The bond or policy shall be issued with minimum limits of $100,000.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for theft and mysterious disappearance.**

e. The bond or policy shall **contain no requirement for arrest and conviction.**

f. The bond or policy shall cover loss outside the premises of the **Named Insured**

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. 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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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

All certificates and endorsements are to be received and approved by the State of Arizona 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of Insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages 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 Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 **Monitoring.**

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

> "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *Insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*Insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(Insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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 subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
   1. Division/Administration Special Terms and Conditions;
   2. ADES Special Terms and Conditions;
   3. Uniform Terms and Conditions;
   4. Scope of Work or Specification;
   5. Attachments;
   6. Exhibits;
   7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

..0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 **Professional Standards.**

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 **Rate Increase.**

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. **Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 **Relationship of Parties.**

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 **Reporting Requirements.**

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

44.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

45.0 Substantial Interest Disclosure.

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

.0 **Technical Assistance.**

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

DEPARTMENT OF ECONOMIC SECURITY (DES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS & CONDITIONS

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment – Reimbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

5.1 If providing direct services to children or vulnerable adults, the following shall apply:

5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE
DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
   1. Any person who applies for a contract with this State and that person's employees;
   2. All employees of a contractor;
   3. A subcontractor of a contractor and the subcontractor's employees; and
   4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 Effective August 2, 2012:
   1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
   2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:
DAAS Special Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **5.0**, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or
   another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or
   another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.

Pinal-Gila Council for Senior Citizens
Area Agency on Aging
8969 W. McCartney Rd.
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033

CONTRACT BETWEEN **PINAL-GILA COUNCIL FOR SENIOR CITIZENS** (The PGCSC)
and **GILA COUNTY COMMUNITY SERVICES DIVISION**
(The Provider)
located at **5515 South Apache St., Ste. 200, Globe, AZ 85501**

The PROVIDER is:
[ ] Private Non-Profit Corporation
[ ] Corporation
[X] Other: County Government

WHEREAS, THE PGCSC is duly authorized to execute and administer contracts under A.R.S.§41-1953.1 et seq.; and,

WHEREAS, THE PGCSC desires that THE PROVIDER deliver services and THE PROVIDER has agreed to deliver services pursuant to the terms and conditions herein;

THEREFORE, THE PGCSC AND THE PROVIDER agrees to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF THE PGCSC:

SIGNATURE

Olivia B. Guerrero, M.S.
TYPE NAME

EXECUTIVE DIRECTOR
TITLE

6-24-2013
DATE

014-0444
CONTRACT I.D. NUMBER

FOR AND ON BEHALF OF THE PROVIDER:

SIGNATURE

Michael A. Pastor
TYPE NAME

Chairman, Gila County Board of Supervisors
TITLE

7-16-2013
DATE

ATTEST:
Marian E. Sheppard, Clerk of the Board

Approved as to form:

Date: 7-16-2013

Bryan B. Chambers
Deputy Attorney Principal

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 0014-0444

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 5,810

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2013 to June 30, 2014 is $5,810

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$5,810

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with <u>Section 4.04 Payment</u> of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services Division (PROVIDER AGENCY NAME), FEI No. 86-6000444 (FEDERAL EMPLOYER IDENTIFICATION NUMBER)

5515 S. Apache Ave., Suite 200, Globe, AZ 85501 (Address) 928-425-7631 (Phone Number)

1.2 Michael A. Pastor (Name of Principal Authorized Signatory) Chairman, Gila Co. Board of Supervisors (Title)

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan (Name) Interim Director (Title) is authorized to sign this Contract and any amendments thereto on behalf of the Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:
Malissa Buzan, Gila County Community Action/Housing Services Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@co.gila.az.us

2.2 Daily contact regarding programmatic issues for this contract:
Malissa Buzan, Gila County Community Action/Housing Services Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@co.gila.az.us

2.3 Financial contact for issues regarding to this contract:
Bree'na York, Fiscal Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8667 (Phone Number)
FAX: 928-425-9468 E-MAIL: byork@co.gila.az.us

2.4 The Provider shall address all notices relative to this Contract to the attention of:

President/CEO
Pinal-Gila Council for Senior Citizens
8969 W. McCartney Rd., Casa Grande, AZ 85194-7432

Telephone Number: (520) 836-2758
FAX: 520-421-2033
E-Mail: info@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2013
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2014.

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

☒ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Attendant Care
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management – PSA II & V	_____ Legal	_____ Personal Care
____ Family Caregiver Services		

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.

C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Minor Home Repair	Community Action/Housing Services Program Manager	1	n/a
	Housing Rehab Specialist	1	n/a
	Housing Services Administrative Assistant	1	n/a

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services Division 5515 S. Apache Street, Suite 200 Globe, AZ 85501 Phone: (928) 425-7631 Toll Free: 800-304-4452 Fax: (928) 425-9468	Minor Home Repair		Mon – Friday 8am to 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

☒ New Year's Day	☐ Good Friday	☐ Yom Kippur	*(Other Holidays)*
☒ Martin Luther King Jr.'s Birthday	☒ Memorial Day	☐ Columbus Day	☒ Friday after Thanksgiving
☐ Lincoln's Birthday	☒ Independence Day	☒ Veteran's Day	☐ _____
☐ Washington's Birthday	☒ Labor Day	☒ Thanksgiving Day	☐ _____
☒ President's Day	☐ Ros Hashanah	☒ Christmas Day	☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name:	Contract Number: 014-0444	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2013
Gila County Community Action/Housing Services		From:7/01/13 To:6/30/14		

REVENUES

Services:	Home Repair (RPR)							GRAND TOTAL
Totals	5,810	0	0	0	0	0	0	5,810
AREA AGENCY CEILING	5,810							5,810
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	5,810	0	0	0	0	0	0	5,810
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	5,810	0						5,810

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	5,000							5,000
Travel								0
Space								0
Equipment								0
Material/Supplies	810							810
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	5,810	0						5,810
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	5,810	0						5,810
SERVICE TOTAL	5,810	0	0	0	0	0	0	0
No. of Units Direct	24							
No. of Units Purchased								
Unit Rate/Direct	242.08							
Unit Rate/Purchased								
Unit Rate/Contract								

22.0 HOME REPAIR AND RENOVATIONS

22.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

22.2.2 Home repair increases or maintains independence of eligible individuals.

22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

22.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall:

22.3.1 Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

22.3.2 For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.

22.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

22.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

22.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

22.4 Licensure/Certification Requirements – The Contractor shall:

22.4.1 Comply with all federal, state and local licensure/certification requirements.

22.4.2 Ensure that materials and work meet industry standards.

22.4.3 Ensure that all repairs and adaptations conform to state and local building codes.

22.5 Performance Measure

22.5.1 Number of clients that receive services annually.

22.6 Reporting Unit

22.6.1 One unit of service equals one repair or adaptation.

PROPOSERS QUESTIONNAIRE – MINOR HOME REPAIR

All Proposers must answer the following questions. In the space provided respond to the following questions. Responses should be concise and when appropriate measurable.

1. **CLIENT CONTRIBUTIONS:** Explain your method for soliciting contributions from participants, security procedures, accounting and cash handling procedures. Identify staff responsible for implementing this procedure.

All persons receiving assistance through PGCSC Minor Home Repair Funding will be informed of their ability to contribute to the costs of the service. Each person will be given a "Client Contribution Information Form" which enables them to send in their donation. Should a client decide to donate, any funds received by Housing Services Staff will be immediately documented in the program file and then given to the Fiscal Accountant or Fiscal Manager to complete the process to deposit the money into the Minor Home Repair Program account.
Funds derived from donations will be utilized to assist additional persons with Minor Home Repairs.

2. **TARGETING:** How will the provider ensure that those in greatest economic or social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) are given priority in the delivery of service? Please refer to Outreach/Targeting Agreement for further clarification.

Gila County will target those residents aged 60 or over or those under 60 who have a disability. The program will be designed to assist persons who do not have the resources and/or family or friends to assist them with minor home repairs.

3. **OUTREACH:** In addition, identify the specific outreach activities that will be conducted to reach and inform those in greatest social or economic need of the availability of the program. Provide a timetable for completing these activities.

Gila County will perform outreach to advertise the availability of PGCSC Minor Home Repair Funding through several methods. They are as follows:

Once we receive notification of a successful fund award, our timeline for outreach will be:

- Week 2 through Week 4- Media Press Releases – Public Service Announcements will be provided to local newspapers and radio stations on a semi-annual basis to announce the program.
- Week 2 and ongoing - Brochures and Pamphlets – the funding will be included on printed materials that are distributed from the Gila County Community Action/ Housing Services.

4. **INTAKE PROCESS:** Briefly describe the process that is used for intake, to include time frame between intake and assessment, information taken at intake, how determination at intake is made that an assessment is needed and any other information that would help in understanding the intake process.
The intake process begins with a request for assistance, this may be via telephone or in person. A Pre-Application form is filled out at the time of request. This form is submitted to the Housing Assistant on the same day as it is completed. The Housing Assistant reviews the form, contacts the applicant and performs an assessment of the situation. If it is determined that the applicant is eligible to receive assistance, an appointment for services is scheduled. The appointment is usually scheduled within 7 days of the initial assessment. Eligibility determination is finalized at the appointment for services. The Housing Rehab Specialist and/or Housing Program Manager will schedule a visit to the applicant's residence to verify the need for minor home repair. He will inform the Housing Assistant of the needed repairs and the Housing Assistant will contact one of our qualified contractors to schedule the repairs. A site visit will be performed once the contractor indicates the work is completed. The homeowner will be asked to complete a Satisfaction Survey, and the file is closed if the Housing Assistant determines the job is completed satisfactorily.

5. **ASSESSMENT PROCESS:** Briefly describe the assessment process that is used to determine that the work requested for the individual's and/or caregiver's residence is in relation to his/her needs and will improve the safety and increase the individual's ability to live independently.

The Housing Rehab Specialist and/or Program Manager will visit the residence to inspect and determine the extent of the repair needed.

6. **Pandemic (Emergency) Preparedness Plan:** Provide a copy of the provider pandemic/emergency preparedness plan. At a minimum the plan must include: (1) Key succession and performance planning if there is a sudden significant decrease in the contractor's workforce. (2) Alternative methods to ensure there are services or products in the supply chain. (3) An up to date list of company contacts and an organizational chart.

This information may be added as a separate page(s) to the responses for the proposal's questionnaire and should be clearly marked as the Pandemic (Emergency) Preparedness Plan. Or, responses to the minimum requirements may be answered below.

1. **An Emergency Response Plan in the event of a declared pandemic has been developed by the Division of Health and Emergency Services. This is the official plan for all of Gila County. See Attachment A for more information regarding the Gila County D.H.E.S. plan.**
2. **See Gila County's Emergency Response Plan for details of alternative methods to ensure there are services or products in the supply chain.**
3. **An organizational Chart is attached as Attachment B.**

OUTREACH/TARGETING POLICY AGREEMENT

In accordance with the Older Americans Act, as amended, each provider contracting with PGCSC/AAA Region V, agrees to continue their efforts of targeting their services to older persons with greatest economic or social need with particular attention to low-income minorities, older individuals with limited English proficiency, isolated rural elders, Native Americans and severely disabled elderly through various methods such as:

To promote programs which increase service accessibility and availability to the targeted population.

To educate individuals on available benefits and services provided with Older American Act funds and the Area Agency on Aging, social service agencies, and the support service network.

To network with other community agencies that provide support services to enhance the availability of services and resources for the targeted population.

To provide prevention and general intervention services when needed for the targeted population.

To provide advocacy services as needed with/on behalf/or for the targeted population.

To assist in developing policy and system changes within the community to assist the well-being of the targeted population.

To identify the targeted population through various outreach techniques.

To provide information and referral or assistance as needed to the targeted population.

To request technical assistance related to the contract services from PGCSC/AAA, as needed.

To document these services within the Monthly Educational Program/Special Activity Report.

To translate materials and flyers relating to program activates and access, when possible.

To continue the activities that the subcontractor has submitted in their outreach and targeting statement included in this contract.

To provide culturally relevant programs which address the specific needs of the targeted population.

To serve each low-income minority elderly group in at least the same proportion, as they exist in their service boundary area.

To obtain program and/or advisory public input from specific ethnic minority communities, i.e., groups, organization, individuals, institutions, etc.

To provide client access to bilingual and/or bicultural persons/staff to accommodate those elderly who speak limited English.

To use minority volunteers in direct service when possible.

To provide opportunities for staff to obtain training in cultural differences and specific needs of the low-income minority elderly.

Signature 7/30/13
Date

VIII. METHOD OF EVALUATION

Each person assisted with this program will be provided with a Follow-Up Form and a self-addressed, stamped envelope to return to Housing Services. The client is requested to evaluate the quality and timeliness of the service they have received and return the form within 30 days.

The Follow-Up Forms are retained in the client file.

COST ALLOCATION PLAN
FY 2012-2013

Cost	**Allocation**
Minor Home Repair	24 clients assisted with $250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.

1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.

1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.

1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).

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1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.

1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.

1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.

1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.

1.12 **"Days"** means calendar days unless otherwise specified.

1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).

1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.

1.17 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.

1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.

1.20 **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.

1.21 **"PGCSC"** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.

1.22 **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .

1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.24 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

2.1 **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.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 PGCSC Uniform General Terms and Conditions;
2.3.4 Annex A, Statement or Scope of Work;
2.3.5 Specifications -- Methodology;
2.3.6 Annex B, Budget and Conditions of Payment
2.3.7 Attachments;
2.3.8 Exhibits; and
2.3.9 Documents referenced or included in Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Cont5ractor or their personnel will not be represented by PGCSC.

2.5 **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.

2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 **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.

3. Contract Administration and Operation.

3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor 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 and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;

3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;

3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*Insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)"*

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

3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling $300,000 or more ($500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.

3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.

3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.

3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.

4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.

4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.

4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:

4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. 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 by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** 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.

6.3 **Indemnification – Patent and Copyright.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.

7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.

7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

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

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

8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

8.4 **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, PGCSC 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.

8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-c0nforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC 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 Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor 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.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor 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 Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 PGCSC 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 Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration.** 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).

12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.

13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.

13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.

13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.

13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.

14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.

16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.

17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.

17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)

18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 **Equipment.**

19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.

19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.

19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.

20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. **Fair Hearings and Service Recipients' Grievances.**

21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.

22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:

22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.

22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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 State of Arizona and DES in no way warrant 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

23.1.1 **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury 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
• Blanket Contractual Liability – Written and Oral	$1,000,000

- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 **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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona 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 **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.

26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;

26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;

26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.

28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 **Reporting and Client Referral Requirements.**

30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.

30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.

30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.

30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.

30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.

30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 **Substantial Interest Disclosure.**

31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.

31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 **Termination for Any Reason.**

34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.

34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

35.3 OMB Circular A-21 for educational intuitions.

35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.

36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.

39 **Federal Immigration and Nationality Act.**

39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).

42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.

44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 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.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;

2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 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.

2.6 No Parole Evidence. This Contract is intended by the parties **as** a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 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.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor 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 Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor'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 Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days; of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. 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.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. 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 by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. 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."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

1.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor 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.

8.2 Stop Work Order.

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

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

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 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 State 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.

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

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to 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 Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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

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

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor 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 Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 The State 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 Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration**

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).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding
AAA

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"May"** indicates something that is not mandatory but permissible.

1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

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

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

Code of Conduct.

The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

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

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

;0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.

16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

:2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

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

2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 **Indemnification Clause:**

1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 **Insurance Requirements:**

24.2.1 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.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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, personal injury and broad form contractual liability.

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

- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. This paragraph, **Business Automobile Liability,** shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability,** shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000
  - Disease – Each Employee $ 500,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

5. **Fidelity Bond or Crime Insurance**
Bond or Policy Limit $ 100,000

a. The bond or policy shall be issued with minimum limits of $100,000.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for theft and mysterious disappearance.**

e. The bond or policy shall **contain no requirement for arrest and conviction.**

f. The bond or policy shall cover loss outside the premises of the **Named Insured**

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. 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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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

All certificates and endorsements are to be received and approved by the State of Arizona 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages 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 Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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 subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    1. Division/Administration Special Terms and Conditions;
    2. ADES Special Terms and Conditions;
    3. Uniform Terms and Conditions;
    4. Scope of Work or Specification;
    5. Attachments;
    6. Exhibits;
    7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terns and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

44.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

45.0 Substantial Interest Disclosure.

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

48.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

DEPARTMENT OF ECONOMIC SECURITY (DES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS & CONDITIONS

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment – Reimbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

5.1 If providing direct services to children or vulnerable adults, the following shall apply:

5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE
DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
   1. Any person who applies for a contract with this State and that person's employees;
   2. All employees of a contractor;
   3. A subcontractor of a contractor and the subcontractor's employees; and
   4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 Effective August 2, 2012:
   1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
   2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:
DAAS Special Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **5.0**, **delete** and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.

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-3237 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date:	08/04/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	March 03, 2015 to March 02, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No. 1 to Professional Services Contract No. 013015 with EPS Group.

Background Information

On March 3, 2015, the Board of Supervisors approved entering into a contract with EPS Group, a civil engineering firm, for the civil design on the Copper Administration Building. EPS Group will provide the site design which includes layout, plans, and material details for various site improvements. The civil engineer is designing an overall site plan which will include grading, drainage, parking, ADA compliant accesses to the building, sidewalks, stairs, privacy walls, and slope protection. The original contracted amount was $49,966.85 and covered the following scope of work: conceptual design; construction documents; design for the stairs from the Courthouse to the Copper Admin Building; project management/coordination; and reimbursables.

Evaluation

In the original scope of work, the design for the ADA ramps called for metal ramps. The Public Works Division wishes to replace the design for metal ramps with a design for concrete ramps. Concrete ramps require less maintenance than metal. Metal ramps have the potential to contract and expand based on seasonal weather conditions, concrete ramps should remain constant and neither contract or expand. Additionally, concrete ramps will be long lasting and appeal to the overall appearance of the site.

Conclusion

Amendment No. 1 has been issued to change the scope of work in the original civil design for the Copper Administration Building, from metal ADA ramps to concrete ADA ramps. Staff feels the concrete ramps not only will provide a higher level of stability, but will improve the overall appearance of the site. The additional cost for the change in the scope of work is $4,400.

Recommendation

The Finance Division Director and the Public Works Division Director recommend the Board of Supervisors' approval of Amendment No. 1 to modify the scope of work to design concrete ADA ramps rather than metal ADA ramps.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 013015 with EPS Group to modify the scope of work in the original civil design for the Copper Administration Building from metal ADA ramps to concrete ADA ramps at an additional cost of $4,400 for a new total contact amount of $54,366.85.

Attachments

Amendment No. 1-EPS Group

Scope Modification No. 1-EPS Group

Contract No. 013015-EPS Group

Legal Explanation

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 013015

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

PROFESSIONAL SERVICES CONTRACT 013015
CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

EPS GROUP

Effective March 03, 2015, Gila County and EPS Group entered into a contract whereby EPS Group agreed to provide the design and construction documents for the site plans for the Copper Administration Building.

The County desires to modify the original scope of work for the steel ADA ramps to the four access doors of the Copper Administration Building. The County wishes to have concrete ADA ramps, which require less maintenance than steel. EPS Group agrees that for an additional $4,400.00, it will provide the layout, plans and material details for the concrete ADA ramps. The scope of this addition to the original scope of work is more fully described in the letter from Bruce Hallsted, P.E. of EPS Group dated June 18, 2015, which is incorporated by this reference into this Amendment.

Amendment No. 1 will serve to increase the original contract amount of $49,966.85 by $4,400.00 in order to include the additional scope of services added by this Amendment for a new total contract amount of Fifty-four Thousand, Three Hundred, Sixty-Six dollars and 85/100's ($54,366.85).

Contractor will continue to bill for services pursuant to Article V – "Schedule & Fees" of the original contract, but in no event shall charges for the March 03, 2015 to March 02, 2016 contract term exceed $54,366.85 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

GILA COUNTY

BOARD OF SUPERVISORS

Michael A. Pastor, Chairman Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

CONTRACTOR:

EPS GROUP

Authorized Signature

ELIJAH WILLIAMS
Print Name

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

June 18, 2015

Gila County
Attn: Mr. Steve Sanders
745 N. Rose Mofford Way
Globe, AZ 85502
Via email: ssanders@gilacountyaz.gov

RE: Copper Administration Building - Scope Modification 1

Dear Mr. Sanders,

The original scope of work for the Copper Administration Building included design of metal ADA ramps to the four access doors. During the design, the County has indicated a desire to have solid ramps made from concrete or masonry at all four doors. This scope modification includes the design effort for:

1. Design ADA Accessible Ramps to the Copper Administration Building (4 Total) – CMU Block or CIP Concrete, including layout, plans and material details. – Fixed Fee $4,200
2. Structural Engineering Review of new ADA Ramp Details – Fixed Fee $200.

Please call me if there are questions about the work items identified as additional scope items. If the scope modification meets the County's approval, please notify EPS when the scope modification has been approved and the design effort can proceed.

Sincerely,

Bruce Hallsted, P.E.
EPS Group

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
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 402-8743

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

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMININSTRATION BUILDING

THIS AGREEMENT, made and entered into this 3rd day of March, **2015**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and EPS Group of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT**.

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

ARTICLE I – SCOPE OF SERVICES: The Consultant will design and prepare construction documents for the site plans for Gila County's new Copper Administration Building. Improvements are to include parking lots, sidewalks, a CMU wall (or alternate), shotcrete, and drainage items. The consultant will provide a bid ready set of plans and specifications and supporting documentation necessary to clearly convey the intent of the plans, for each of the bid packages defined in the Request for Proposal (RFP), and specific to the relative complexity of the intent being conveyed within the bid package. Larger more complex bid packages will have more complex plans and specifications (more paperwork, bonding, etc.) and the smaller bid packages will have simple plans and specifications.

EPS Group proposes to complete the **Civil Design for Copper Administration Building Project** in accordance with the following Scope of Services:

Task 1 – Conceptual Design

Task 1 will include:

- The preliminary 20% design prepared by Gila County will be evaluated based upon the information provided from the RFP.
- Develop a digital terrain model (DTM) from the survey information supplied by Gila County.
- A refined site plan that includes the following will be created:
  1. Refined site layout based upon traffic circulation, drainage, etc.
  2. A preliminary concept for a CMU wall versus a wrought iron fence. This will compare the aesthetics and the cost of each option.
  3. A preliminary concept for the sidewalk on Monroe Street. Two alternatives will be evaluated and compared. This includes an attached sidewalk with a varying curb height versus a sidewalk that is detached. Cost and impacts of each option will be compared.
  4. Evaluate the location of a trash dumpster.

Task 2 – Construction Documents

Task 2 will include:

- 95% and Final Plan documents: Plans will be submitted at the 95% and Final Plan submittal stages. Plans to include parking lot paving design, signing and striping, sidewalks, drainage items, curb and gutter, a CMU wall (or alternate), and shotcrete.
- Special Provisions/Specifications will be prepared in accordance with Gila County standards.
- Prepare an estimate of probable construction costs.
- Deliverables: Submit a PDF of the 95% plans, Special Provisions, and the construction cost estimate to the County for review. Submit two (2) Full Size, and two (2) Half Size sets of the Final plans, and PDFs of the Special Provisions and the construction cost estimate to the County.
- Distribute the plans to the appropriate utility companies, and the City of Globe for their review and comments.
- Coordinate/Hold Agency comment review/resolution meeting with Gila County and the City of Globe. It is anticipated that this meeting will be an "over the shoulder" review format and would include a site visit.
  NOTE: Plans shall be developed using AutoCAD.

Allowance Task 3 – Stairs from Courthouse to Copper Administration Building

Task 3 will include:

- A preliminary concept for stairs from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  1. Design stages shall include 95%, and Final Plans. The Task 3 plans will be submitted together with the plan sheets in Task 2 as one set of plans.
  2. All submittals shall include an estimate of probable construction cost.
  3. Special Provisions and technical specifications will be included if applicable.

Allowance Task 4 – ADA Accessible Ramp from Courthouse to Copper Administration Building – *NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.*

Allowance Task 5 – Stairs from Juvenile Detention Center to Copper Administration Building – *NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.*

Allowance Task 6 – Project Management and Coordination during Design

Task 6 will include:

- Concept Approval/Kickoff Meeting: It is assumed one (1) meeting will be required to review the Conceptual Design (Task 1) with Gila County staff.
- Comment Resolution Meetings: It is assumed that two (2) comment resolution meetings will be required – one (1) meeting after the 95% plans review by Gila County and one (1) meeting after Permit Review by the City of Globe. A site visit may occur in combination with the 95% plans review.
- Additional Meetings (As Required): Up to three (3) additional meetings could be attended if required. This could include post design meetings.

To be Provided by Gila County:

- Supplemental Survey as needed.
- As-builts/plans for underground utilities.

Exclusions:

- Geotechnical investigations (Unless Allowance Tasks 4 is selected for design).
- Structural Engineering (Unless Allowance Task 4 is selected for design).
- Lighting Design.
- Surveying
- Environmental Documentation
- Landscaping
- Water/Sewer Design
- Gas Tank Relocation
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Coordination: EPS will distribute plans to utility companies. Gila County will handle coordination with the utility companies.
  NOTE: All engineering will be based upon topographic survey and field survey data supplied by Gila County. EPS does not guarantee the validity of the survey.

ARTICLE II – INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (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. This indemnification clause is subject to the limitations imposed by A.R.S. § 34-226. To the extent that the provisions in the indemnification clause exceed those permitted by A.R.S. § 34-226, the provisions of A.R.S. § 34-226 control and those provisions shall be stricken from this Indemnification Clause. All other provisions of the clause shall remain in effect. It is the intent of the parties that the Contractor indemnify the Indemnitee to the maximum extent permitted by A.R.S. § 34-226.

ARTICLE III - 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 and XCU coverage.

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

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

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract.

If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

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

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

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

ARTICLE V – SCHEDULE & FEES:

SCHEDULE & FEE

Upon receipt of the Notice to Proceed, Task 1-Conceptual Design and Task 2-Construction Documents will be completed between February 18, 2015 and March 25, 2015.

Task 3-Allowance Task-Stairs from Courthouse to Copper Administration Building will be completed no later than April 17, 2015 from the date of Notice to Proceed.

Tasks will be invoiced on a Lumped Sum Basis. County shall pay Consultant $48,885 for all Tasks as defined in this contract, plus $1,081.85 for reimbursables. Contractor may invoice for progress payments every 30 days based upon Consultant's good faith estimate of the percent of the design related tasks completed at the time of the invoice. County shall have fourteen calendar days after receiving Consultant's progress invoices to provide notice of any disagreement with the progress estimate. The parties agree to first attempt in good faith to informally negotiate any dispute regarding progress payments.

Task Number	Consultant Task Description	Fee
1	Conceptual Design	$ 7,900
2	Construction Documents	$30,595
3	Stairs from Courthouse to Copper Admin Building	$ 3,240
6	Project Management/Coordination	$ 7,150
	Reimbursables (Based upon breakdown below)	$ 1,081.85
	Total all Tasks and Reimbursables	**$49,966.85**

Reimbursable In-House Costs

95% Submittal
25 – ½ size sheets x 12 sets @$0.30 per sheet.....$90.00

100% Submittal
25 – ½ size sheets x 12 sets @$0.30 per sheet.....$90.00

Deliveries/Mailing.....$ 250.00

Structural Design.....$ 400.00

Mileage
3 trips – 146 miles/trip @$0.575/mile.....$ 251.85

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

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

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

ARTICLE VIII – PAYMENT: The Scope of Services for Design Related Tasks as outlined above will be performed for payment of **$49,966.85**.

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

ARTICLE IX – CONTRACT PERIOD: The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract.

IN WITNESS WHEREOF, two (2) 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.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMININSTRATION BUILDING

GILA COUNTY:

Michael A. Pastor,
Chairman of the Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

EPS GROUP:

Signature of Consultant

ELIJAH WILLIAMS
Print Name

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-3282 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 08/04/2015
Submitted For: Eric Mariscal, Director
Submitted By: Cate Gore, Elections Assistant, Elections Department
Department: Elections Department

Information

Request/Subject

Appointment of a Precinct Committeeman to the Gila County Republican Party.

Background Information

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

Evaluation

The Gila County Republican Committee Chairman has submitted Janell E. Sterner for appointment to the office of precinct committeeman in the Payson #3 precinct. Per statute, the Board of Supervisors has the authority to make this appointment.

Conclusion

The Gila County Republican Committee Chairman has submitted Janell E. Sterner for appointment by the Board of Supervisors to serve as a Precinct Committeeman for the Payson #3 precinct.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the appointment as submitted by the Gila County Republican Committee Chairman.

Suggested Motion

Approval of the following precinct committeeman appointment submitted by the Gila County Republican Committee Chairman: Janell E. Sterner - Payson #3.

Attachments

Rep PC

Statute

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Janell Elizabeth Sterner (Name on Voter Registration) a duly qualified Republican elector residing at

1034 W. Rim View | Payson | AZ | 85541
Address | City | State | Zip

928-363-1290 | | 480-688-6427
Home Phone | Work Phone | Cell Phone

janellsterner@yahoo.com | Fax
Email (Required)

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson 3 CODE NUMBER_____

to fill a vacancy in the same Precinct because:

✓ Legal vacancy has not been filled.

_____ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman | Date Submitted 18 July 2015

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Janell Sterner Date: 7/9/15

Voter Identification Number: 04000 63388

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

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ARF-3259 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 08/04/2015
Submitted For: Eric Mariscal, Director
Submitted By: Cate Gore, Elections Assistant, Elections Department
Department: Elections Department

Information

Request/Subject

Christopher Kohl's Fire District Governing Board Appointment.

Background Information

A.R.S. 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

Sharon Marksbury, a member of the Christopher Kohl's Fire District Board of Directors, tendered her resignation notice effective February 17, 2015. Rosemary Reed agreed to fulfill Ms. Marksbury's unexpired term of office, which expires December 31, 2016.

Conclusion

On March 16, 2015, the Christopher Kohl's Fire District Board of Directors unanimously voted to appoint Rosemary Reed to fulfill Sharon Marksbury' unexpired term of office, which ends on December 31, 2016. Mrs. Marksbury did not provide a resignation letter; however, the Board Member Update form (attached to this agenda item) includes the date the Board of Directors accepted Ms. Marksbury's resignation.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge Sharon Marksbury's resignation from the Christopher Kohl's Fire District's Board of Directors and the appointment of Rosemary Reed to fulfill Ms. Marksbury's unexpired term of office beginning March 16, 2015, through December 31, 2016.

Suggested Motion

Acknowledgment of Sharon Marksbury's resignation from the Christopher Kohl's Fire District Board of Directors and the appointment of Rosemary Reed to fulfill Ms. Marksbury's unexpired term of office effective March 16, 2015, through December 31, 2016.

Attachments

Special District Board Member Update

Minutes of the March 16, 2015 Christopher Kohl's Fire District Board Meeting

Oath of Office for Rosemary Reed

A.R.S. 48-803

Gila County, Arizona

SPECIAL DISTRICT BOARD MEMBER UPDATE

In order to keep Gila County Department of Elections special district records as up to date as possible, please complete the following form whenever there is a resignation and appointment of Board Members in the district.

This form should be completed and submitted **within 30 days** of the jurisdiction board meeting at which the resignation was accepted and the new board member was appointed.

Once the form and attachments are received, the Gila County Department of Elections will proceed to place the change on the next available Board of Supervisors Meeting agenda.

Name of Resigning Board Member	Sharon Marksbury
Date Board Accepted Resignation	Feb. 17, 2015 (too many unexcused absents)
Term Expires	December 2016
New Board Member Name	Rosemary Reed
Date Board Appointed New Member	March 26, 2015
New Board Member Information:	Rosemary Reed
Address	6164 S. Buenaque Rd (Kohls Ranch)
City, State, Zip	Payson AZ 85541
Telephone	928-595-1051
Telephone	928-474-8140
Email	rr.qualityplus@gmail.com
Meeting Minutes for both resignation and the new appointment attached? Circle One. If NO, explain why not and when the information will be sent.	YES (NO) Sharon was very ill in hosp. & would not respond to Board request. 3 unexcused absents!
Loyalty Oath of Office for new member attached? Circle One. If NO, explain why not and when the information will be sent.	(YES) NO
NOTE: A Board Member CANNOT assume his/her duties until they have taken the Loyalty Oath of Office	

MINUTES OF THE REGULAR PUBLIC MEETING OF THE CHRISTOPHER KOHL'S FIRE DISTRICT GOVERNING BOARD.

A Regular Meeting of the Christopher Kohl's District Governing Board convened on Monday, March 16, 2015 at 6:00 pm at the Fire Station 51 Community Room.

Item #1: Call to Order/Pledge of Allegiance

Call to order 6:00 pm, Monday, March 16, 2015, followed by the Pledge of Allegiance.

Item #2: Roll Call

A. Board Members Present: Chairman Deborah Dawson
Treasurer Jeff Daniels (by phone until 6:20 pm)
Clerk Karen Thornton
Board Member Steve Sundra

B. Department Members: Chief Bob Lockhart
Linda Digman
John Digman
Chad St Luka
Rhett Connolly

The following matters were discussed, considered, and approved at the meeting:

BUSINESS

Item #3: Approval of Minutes

A. The Board reviewed the Regular Meeting minutes of February 17, 2015. Steve Sundra made a motion to approve the Regular Meeting minutes of February 17, 2015. Karen Thornton seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton
Nays: None

Item # 4 Reports and Correspondence

A. Chief's Report

Chief Lockhart reviewed call volume, brush loads, public assistance, mileage, and training for January. Burning is continuing when appropriate and will be completed by the December deadline. Firebelles will sponsor a yard sale at Station 51 on Saturday, April 11. Items not sold will be donated to charity. Donations received from Donation and Newsletter mailing total $3570 so far. Steve Sundra presented the Chief with a check from Ponderosa Springs HOA for $1500, bringing the total to $5070. Thank you notes or postcards will be mailed to all donors. Steve Sundra will contact all HOA's, camps, and churches in the district. Two Budget Workshops are scheduled in April. Scheduled dates are published on our website and in the Newsletter. Jeff Daniels (attending by phone) reported that the sound quality of the meeting was very poor. Chief Lockhart will investigate purchase of a Polycom device, which may solve this problem. Chief Lockhart will take vacation time August 6-15, 2015. For more information see the attached Chief's Report.

B. Treasurers Report

A. Treasurer, Jeff Daniels, authorized Linda Digman to read the Treasurer's Report for February. Steve Sundra praised the format of the Profit and Loss Statement. Linda Digman spoke to the issue. Karen Thornton moved to accept the February Treasurer's Report as presented. Steve Sundra seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Steve Sundra, Karen Thornton
Nays: None
Absent: Jeff Daniels

C. Chairman's Report & District Correspondence

Chairman Dawson mentioned the election notice from Gila County for an August 25 election. This is not applicable to the Board at this time. The annual survey of electrical use at Station 51 showed a significant drop in usage. This may be attributed to the new insulation and the new, donated air conditioning unit. A letter from a resident discussing grants and their administration was discussed. Over the years the department has benefited from $380,238 in grants. Grants are closely audited by the state on a quarterly basis. Chad StLuka pointed out that Grant activities provide opportunities for great team building and training. Chairman Dawson directed the Chief to further discuss Grants and Grant Administration with the resident.

OLD BUSINESS

Item #1 Discussion and possible action on filling the Board vacancy created by Sharon Marksbury's illness.

Rosemary Reed, a full-time resident of Kohls Ranch, indicated an interest in filling the open Board position. Her business background and full-time residency will make her a valuable addition to the Board.
Karen Thornton moved to seat Rosemary Reed at the next Board meeting. Steve Sundra seconded the motion.

Vote Results:
Ayes: Deborah Dawson, Steve Sundra, Karen Thornton
Nays: None
Absent: Jeff Daniels

NEW BUSINESS

Item #2 Discussion and possible action on the proposed Budget.

Chief Lockhart distributed a proposed Budget, which reflects an approximate 3% increase in expenses over the previous budget. He mentioned the need to take into consideration the costs of deterioration of equipment and the increased costs of maintenance, Chief Lockhart is hoping to have a fund raiser at either Whispering Hope or R-Bar-C sometime this summer. Karen Thornton mentioned that Board members need time to study the proposed budget and suggested scheduling a Special Meeting to deal with Budget discussions. A Special Meeting was scheduled for March 30, 2015 at 6:00 pm. An Oath of Office for Rosemary Reed will be administered at the beginning of the Special Meeting. Chief Lockhart will notify Board members of a realistic tax rate for the proposed budget before the meeting date.

Item #3 Future Agenda Items

1. Discussion and possible action on the Annual Audit presented by Kay Green. If approved, the Board will accept the Annual Audit and direct that copies be sent to the Gila County Treasurer and District 1 Supervisor.
2. Discussion and possible action on signing a new IGA with Central Yavapai Fire District.
3. Discussion and possible action on Option 3A to prepare Rescue 511's old cab/chassis for resale.
4. Discussion and possible action on the Chief's Job Description in May or June.
5. Discussion and possible action on the proposed Budget.
6. Discussion and possible action on the Brush Load Program and fee schedule.
7. Approval of the February Executive Session Minutes.

Item #4 (Call to the Public)

No comments from the public

Item #5 Adjournment

Karen Thornton moved to adjourn. Steve Sundra seconded the motion.

Vote Results:
Ayes: Deborah Dawson, Steve Sundra, Karen Thornton
Nays: None
Absent: Jeff Daniels

The meeting was adjourned at 7:20 pm.

Approved by D Davis on 4/20 2015

OATH OF OFFICE

Christopher Kuhl's Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:
OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

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

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

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

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

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

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

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

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

Rosemary Reed
Signature

Subscribed and sworn (or affirmed) to before me on this 30th day of March, 2015.
(SEAL)

Linda M Digman
Notary Public

OFFICIAL SEAL
LINDA M. DIGMAN
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires February 1, 2019

48-803. District administered by a district board; report

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

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ARF-3281 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date: 08/04/2015
Submitted For: Eric Mariscal, Director
Submitted By: Cate Gore, Elections Assistant, Elections Department
Department: Elections Department

Information

Request/Subject

East Verde Park Fire District Governing Board Vacancy Appointment.

Background Information

A.R.S. 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

The East Verde Park Fire District governing board member, Polly Weaver, tendered her resignation notice effective February 23, 2015. The East Verde Park Fire District governing board appointed Lesley Reeves to serve out the remainder of the term which expires on December 31, 2016.

Conclusion

On May 18, 2015, the East Verde Park Fire District Board of Directors unanimously voted to appoint Lesley Reeves to fulfill Polly Weaver's unexpired term of office which ends on December 31, 2016. Mrs. Weaver did not provide a resignation letter; however, a Board Member Update form is attached to this agenda item showing that the Board accepted the resignation.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the February 23, 2015, resignation of Polly Weaver and the appointment of Lesley Reeves on May 18, 2015, as the new governing board member for the East Verde Park Fire District, for the term of office that ends December 31, 2016.

Suggested Motion

Acknowledgment of Polly Weaver's resignation from the East Verde Park Fire District Board of Directors and the appointment of Lesley Reeves to fulfill Mrs. Weaver's unexpired term of office effective May 18, 2015, through December 31, 2016.

Attachments

Oath of Office
Minutes
Resignation Date
Statute

OATH OF OFFICE

East Verde Park Fire **District**

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

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

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

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

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

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

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

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

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

Lesley Reeves

Signature

Subscribed and sworn (or affirmed) to before me on this 1ST day of June, 2015

(SEAL)

Joanna Plues

Notary Public

JOANNA PLUES
NOTARY PUBLIC - ARIZONA
Gila County
My Commission Expires
February 10, 2017

East Verde Park Fire District Board
Meeting Minutes from Monday, May 18th, 2015

Call to Order

The regular meeting of the East Verde Park Fire District Board (EVPFD) herein referred to as The Board, was called to order at 5:12 pm by Matalyn Gardner.

Roll Call

Present were Matalyn Gardner, Tamara Kinnaman and Ardith Hogan. Jim Hinton was absent. Guests present were Maggie Means & Lesley Reeves.

Approval of minutes from last meeting

The board reviewed the meeting minutes from the Monday, April 20th, 2015 meeting. No corrections or changes were noted.
Ardith Hogan made a motion the minutes be approved and Matalyn Gardner seconded. All were in favor. Motion passed and minutes accepted.

Financial Report

Ardith Hogan gave the financial report for April of 2015. The beginning balance in January was $40,086.10. The distribution (taxes received) were $9,283.28. The journal fund interest allocation (interest earned on the fund) was $71.29. This resulted in a total income of $9,354.57. No warrants cleared. The ending balance was $49,440.67. The reserve balance was $14,017.13 with interest accumulated of $25.67. The final reserve balance was $14,042.80. Total expenditures for the fiscal year have been $2,005.00.

Tamara Kinnaman made a motion that we accept the financial report as given and Matalyn Gardner seconded. Matalyn Gardner reviewed and signed off on the financial report. All were in favor.

Current Events

The Board now has its budget online at the AFDA (Arizona Fire District Association) Website. As always, all EVP residents are encouraged to attend any meeting.

Correspondence/New Business

1. A notice was received in April from the Gila County Elections

Department that the next available election date is Tuesday, August 25th, 2015. If the Board decides to adopt a fire code, it would need to be placed on the agenda.

2. Correspondence was received from the Gila County Board of Supervisors, Arizona Department of Library, Archives and Public Records regarding Records Management and Retention for Special Districts. The information was shared as a courtesy to update us on the FAQ's for Fire Districts and General Records Management.

3. Matalyn Gardner stated that our Bylaws might currently state that the Board must meet 12 times a year. As this has changed to 6 times per year, the Bylaws will need to be updated to reflect the change. This will be placed on the June Agenda to be discussed/reviewed and take action on.

4. The AFDA (Arizona Fire District Association) has a training coming up for new/elected Board members. As was documented earlier this year, this training is mandatory. The next training is in Tucson taking place June 25th-June 27th. It will be decided soon who will be attending this conference.

5. Matalyn Gardner stated that she had invited Fire Chief Staub to speak at the EVP HOA meeting on May 23rd. Toby Waugh who runs Firewise in Payson will also be attending. She said the Chief will discuss what the Fire Board is and how Firewise and the Fire Board are working together for the community.

Unfinished Business

A. Discussion and or possible action concerning ongoing community fire safety issues.

1. Water Bladder Update

Matalyn stated that the Fire Chief had procured a 20,000 gallon water bladder for EVP. He stated that they will set it up. We will need to purchase the fence to contain the bladder, if one is needed. Matalyn also spoke with Don Nunelly with the Forest Service and he was unsure about the location outside of the EVP gate for placement. He felt it would not be accessable for the fire trucks. Matalyn explained to him that it was the firefighters that had suggested the site. Other areas were discussed. Matalyn will speak with the Chief and have him view potential areas to give his opinion. A lot owned by

EVP resident that's currently for sale will be considered. Margaret Nelson is the owner of the lot. Matalyn will be calling her to discuss a lease/buy proposal.
Update on dumpster dates for brush removal.

2. Polly Weaver's replacement for Fire Board Member.

The two guests in attendance, Maggie Means and Leslie Reeves indicated an interest in serving on the Board. Both ladies stated they would be fine with whoever was chosen. After discussion, Ardith Hogan made a motion that Leslie Reeves be appointed to the position vacated by Polly Weaver. Tamara Kinnaman seconded and all were in favor. If another position is vacated, Maggie Means stated she would be willing to fill that position.

3. Review and action on payment to Arbortech for brush removal.

The bill for the service provided to the community for brush removal paid for by proceeds from the Board was discussed. Arbortech's services, which included chipping, skid steer hours, brush hauling and dump fees resulted in a balance of $4057.77. This included the cost of Arbortech's sub-contracting some of the work with Jon's Yard Service. After viewing the documents presented, Ardith Hogan made a motion that the Board pay the $4057.77 to Arbortech for services provided. Tamara Kinnaman seconded. All were in favor.

4. Discussion and possible action on dumpsters scheduled for future use.
The second dumpster is currently scheduled for July 2-9. The third is scheduled for September 3-10. Firewise will paid for the first, EVPFDB will pay for the second and the third. The cost is $150.00 per dumpster. It was discussed that the brush removal pickup was such a success, with several residents reporting on how easy the process was, that it may be beneficial to include another brush pickup this year. It was stated that residents did a great job on clearing their lots and it motivated others to clean theirs, seeing the brush stacked on the roads. This item will be placed on the June Agenda for further discussion.

5. Consideration and action on proposed 2015-2016 EVP Fire District Board Budget
The preliminary proposed budget was presented by Ardith Hogan. This will be for the fiscal year, beginning on 7/1/2015 and ending 6/30/2016. She estimated the budgets for fiscal years 2016-2017 and 2017-2018. The

proposed budget will be displayed on the EVPFDB board at the EVP Clubhouse and the EVP Library for residents to view, as mandated by law. Tamara Kinnaman made a motion that the preliminary proposed budget be accepted. Matalyn Gardner seconded. All were in favor.

Arizona Legislative Updates Regarding Fire Board Districts

Fire Districts have 90 days to fill replacements on the Board when someone resigns. The Board cannot be lower than a number needed to have a quorum (3 in our case). If the district is unable to fill the position in 90 days the County has 60 days to fill the position or then hire an Administrator (not from the community). A 6 hour training class will be required for all newly elected Board members.
We have decided to meet at least 6 times a year, which may or may not be consecutive in months. Scheduled meetings will be posted on the EVP Clubhouse board regarding Fire Board issues.

Call to the Public

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comments will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Leslie Reeves and Maggie Means were in attendance. Their comments consisted of being considered for the EVPFDB as members.

Future Meeting Dates and Items for Future Agendas

The next EVPFB meeting will be June 29th at 5:00pm.
All residents are encouraged to attend any Fire Board Meeting.
The issues for the next agenda will be:

1. Water Bladder update.
2. Name of Board Member and their term limit.
3. Final Approval of the Annual Budget.
4. Dumpster discussion & possible action.
5. EVPFDB Bylaws. Update to reflect current Fire Board Districts criteria.
6. Resignations of Jim Hinton as a Board Member & Tamara Kinnaman as Clerk. Discussion & possible action regarding appointment of replacements.

Adjournment

Tamara Kinnaman made a motion that the meeting be adjourned. Seconded by Ardith Hogan. All were in favor. Meeting was adjourned at 7:00 pm, Monday, May 18th, 2015.

Respectfully submitted,

Tamara Kinnaman

Tamara Kinnaman
Clerk of the Board of EVPFD

Any person with any disability may request a reasonable accommodation, by contacting any Board Member. Requests should be made as early as possible to arrange the accommodation.

Gila County, Arizona

SPECIAL DISTRICT BOARD MEMBER UPDATE

In order to keep Gila County Department of Elections special district records as up to date as possible, please complete the following form whenever there is a resignation and appointment of Board Members in the district.

This form should be completed and submitted **within 30 days** of the jurisdiction board meeting at which the resignation was accepted and the new board member was appointed.

Once the form and attachments are received, the Gila County Department of Elections will proceed to place the change on the next available Board of Supervisors Meeting agenda.

Name of Resigning Board Member	Polly Weaver
Date Board Accepted Resignation	February 23, 2015
Term Expires	2016
New Board Member Name	Lesley Reeves
Date Board Appointed New Member	May 15, 2015
New Board Member Information:	
Address	278 East Paul Drive
City, State, Zip	Payson, AZ 85541
Telephone	928-951-3076
Telephone	
Email	La_reeves@yahoo.com
Meeting Minutes for both resignation and the new appointment attached? Circle One. If NO, explain why not and when the information will be sent.	(YES) NO
Loyalty Oath of Office for new member attached? Circle One. If NO, explain why not and when the information will be sent.	(YES) NO
NOTE: A Board Member CANNOT assume his/her duties until they have taken the Loyalty Oath of Office	

48-803. District administered by a district board; report

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

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ARF-3271 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: June 2015

Submitted For: Anita Escobedo, Clerk of the Superior Court

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 June 2015.

Suggested Motion

Acknowledgment of the June 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Report for June 2015

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

JUNE 2015

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

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

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 7/7/2015 4:19:28 PM

Criteria : From Date : 6/1/2015 To Date :6/30/2015

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	$20089.86		($21237.29)		($1147.43)	$0.00
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			$27.00		$27.00	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$292157.28			($200.00)	$291957.28	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2606.39		$0.00		$2606.39	$130.32
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$2.00		$2.23		$4.23	$0.21
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$16.00		$17.85		$33.85	$1.69
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$172.28		$75.00		$247.28	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$59.16		$0.00		$59.16	$2.96
		ZATT	ATTORNEY FEE REIMBURSEMENT	$4225.00		$260.00		$4485.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$508.55		$0.00		$508.55	$25.43

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

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	ZFEE	BASE FEES (GENERAL FUND)	$5386.49		$0.00		$5386.49	$269.32
		ZFINE	BASE FINES	$3312.52		$374.69		$3687.21	$184.36
		ZFORF	BOND FORFEITURES				$200.00	$200.00	$10.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	$722.38				$722.38	$36.12
		ZCEF	CLEAN ELECTIONS FUND	$287.85		$165.61		$453.46	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$47.50				$47.50	$2.38
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$2.50				$2.50	$0.13
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$43.84		$0.00		$43.84	$2.19
		ZJDET	COUNTY JUV DETENTION	$182.64		$1878.66		$2061.30	$103.07
		ZCLLF	COUNTY LAW LIBRARY FUND	$2604.73		$0.00		$2604.73	$130.24
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1370.51		$778.16		$2148.67	$107.43
		ZDNAS	DNA STATE SURCHARGE	$168.21		$1.71		$169.92	$8.50
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1179.78		$0.00		$1179.78	$58.99
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$328.35		$0.00		$328.35	$16.42

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

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	ZDREF	DOMESTIC RELATIONS EDUCATION	$136.49				$136.49	$6.82
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1559.33		$0.00		$1559.33	$77.97
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$121.69		$1039.00		$1160.69	$58.03
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$222.50		$0.00		$222.50	$11.13
		ZDCRT	DRUG COURT FEE FUND	$40.00				$40.00	$2.00
		ZDUIA	DUI ABATEMENT FUND	$230.50		$1.25		$231.75	$11.59
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$470.80				$470.80	$23.54
		ZWITN	EXPERT WITNESS FUND	$780.00				$780.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$91.92		$378.18		$470.10	$23.51
		ZEXJU	EXTRA JUV PROBATION ASMNT	$3.85		$348.25		$352.10	$17.61
		ZEXT	EXTRADITION REIMBURSEMENT	$1168.39				$1168.39	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$87.81				$87.81	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$200.52		$115.86		$316.38	$15.82
		ZCC	GEN JURIS CONCILIATION COURT	$1290.59				$1290.59	$64.53
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$4145.51		$526.94		$4672.45	$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

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%	$690.92		$87.83		$778.75	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2072.78		$263.47		$2336.25	$0.00
		ZJF	JAIL (INCARCERATION) FEES			$38.30		$38.30	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1279.47		$0.00		$1279.47	$63.97
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2906.48		$0.00		$2906.48	$145.32
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$118.36		$32.87		$151.23	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$219.82		$66.63		$286.45	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$10.00		$190.28		$200.28	$10.01
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$155.00		$761.05		$916.05	$45.80
		ZJS	JUVENILE PROBATION SERV FEES	$6.15		$810.59		$816.74	$40.84
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$378.41		$215.20		$593.61	$29.68
		ZEMAN	MINOR EMANCIPATION	$46.00				$46.00	$2.30
		ZMISC	MISCELLANEOUS FEES	$80.50		($27.00)		$53.50	$2.68

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

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	ZOS5	OFFCR SAFETY EQUIP -DPS			$4.00		$4.00	$0.20
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$8.00		$4.92		$12.92	$0.65
		ZOVF	OVERPAYMENT FORFEITED	$1.00				$1.00	$0.05
		ZPP	PASSPORT APPLICATION FEES	$1350.00				$1350.00	$67.50
		ZPCOF	PRISON CONSTRUCTION AND	$1390.96		$444.00		$1834.96	$91.75
		ZPRS6	PROB SURCH 2006	$1.72				$1.72	$0.09
		ZPBA	PROBATION FEE ADULT	$12551.15		$5715.47		$18266.62	$913.33
		ZPUBZ	PUBLIC DEFENDER FEES	$29.00				$29.00	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$819.50		$8.44		$827.94	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$94.28				$94.28	$4.71
		ZSTAT	STATE TREASURER - GENERAL FUND	$500.62				$500.62	$25.03
		ZTECH	TECHNICAL REGISTRATION FUND	$23.00				$23.00	$1.15
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$50.00		$125.00		$175.00	$8.75
		ZPRS9	ZPRS9	$128.18		$40.00		$168.18	$8.41
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$161.00				$161.00	$0.00

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

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 : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$7377.31		$6465.85		$13843.16	$0.00
			Total:	**$378473.33**		**$0.00**	**$0.00**	**$378473.33**	**$2864.53**

LESS SHADED AREAS: - 308,567.83

$ 69,905.50

HOLD RECEIPTS MINUS ALLOCATION ADJ. REFUNDS AND OVER PAYMENT FORFEITED: + 1,119.43

$ 71,024.93

LESS F.A.R.E.: - 87.81

$ 70,937.12

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STATE OF ARIZONA)
) ss:
County of Gila)

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

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JUNE, 2015.

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

SUBSCRIBED AND SWORN to before me this 7THTH day of JULY 2015.

Vicki S. Aguilar
Chief Deputy

ARF-3272 **Consent Agenda Item** **4. H.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: June 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for June 2015.

Suggested Motion

Acknowledgment of the June 2015 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's June 2015 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JUNE 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 16 July 2015

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD June 1 - 30 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fees	7349	61
7145.120.3400.99		Recorder Storage	4640	00
7146.120.3400.99		Mining Fee	1	00
7147.120.3400.99		Comp. Svs.	880	00
			12,870	61

Preparer Signature: Krysia Reece Title Chief Deputy

Approved Signature: Sadie Bingham Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	12870 61
Total	12870 61

TREASURER By _____ Date 7/16/15

ORIGINAL OFFICE

127436

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2014-2015**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
Nov	855	3,050.00	13,119.80	4,622.25	2.00	20,794.05
Dec	973	3,510.75	5,976.69	40,499.00	5.00	49,991.44
Jan	1,027	3,632.00	4,636.60	2,659.30	1.00	10,928.90
Feb	1,068	3,926.50	11,987.06	5,037.50	2.00	20,953.06
Mar	1,149	4,201.50	6,957.83	840.00	0.00	11,999.33
Apr	983	3,543.00	4,702.62	830.00	0.00	9,075.62
May	1,017	3,759.00	10,534.11	1,155.00	0.00	15,448.11
June	1,279	4,640.00	7,349.61	880.00	1.00	12,870.61
Total	**12,631**	**46,149**	**106,240.90**	**72,254.92**	**38.00**	**224,683.07**

Fiscal Year All Monies **224,683.07**

GILA COUNTY RECORDER

Report for June 2015

SECTION I		**CREDIT**	**DEBIT**	**TOTAL**
1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$7,076.00	$0.00	$7,076.00
	PAID OUT OF SUSPENSE ACCT	$0.00	$9,606.20	$0.00
	RECORDING FEES	$9,879.70	$0.00	$9,879.70
	REFUNDS-EXCESS FEES		$0.00	$0.00
	INTEREST PD TO ACCT	$0.11		$0.00
Staled Checks		$0.00	$0.00	$0.00
TOTAL 1005 FUNDS		$16,955.81	$9,606.20	$7,349.61
SECTION II				
	7145 FUND (RECORDER)	$4,640.00	$0.00	$4,640.00
	7146 FUND (MINING - 80% STATE TREAS)	$4.00	$4.00	$4.00
	7146 FUND (MINING - 20% RECORDER)	$1.00	$0.00	$1.00
	7147 FUND (COMPUTER SVCS)	$880.00	$0.00	$880.00
TOTAL SEC II FUNDS		$5,525.00	$4.00	$5,525.00
COMBINED TOTALS - TOTAL FEES COLLECTED		$22,480.81	$9,610.20	$12,870.61

Bank Deposit

From06/01/2015To06/30/2015

Deposit Total	$7,148.50	$7,148.50
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$3,880.20	($1,350.00)	$2,530.20
Cash	Cash/Check	$7,148.50	$0.00	$7,148.50
D-1005-120-01-4612-003	Postage(deferred)	$4.00	($4.00)	$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$12.00	($12.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$16.00	($16.00)	$0.00
ETransfer	Electronic Transfers	$5,726.00	$0.00	$5,726.00
	Total	$16,786.70	($1,382.00)	$15,404.70
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$32.00	($32.00)	$0.00
	Total	$32.00	($32.00)	$0.00
Expense				
	Total	$0.00	$0.00	$0.00
Revenue				
1005-120-01-4612-001	Copies	$0.00	($451.00)	($451.00)
1005-120-01-4612-002	Certified Seal	$0.00	($48.00)	($48.00)
1005-120-01-4612-003	Postage	$0.00	($700.20)	($700.20)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($368.00)	($368.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($54.00)	($54.00)
1005-120-01-4612-012	Overpayment	$0.00	($65.00)	($65.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($38.00)	($38.00)
1005-120-01-4612-023	Recording Fee	$0.00	($8,123.50)	($8,123.50)
1005-120-01-4612-026	Refunds	$0.00	($32.00)	($32.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,640.00)	($4,640.00)
7146-120-01-4612	Mining Fees	$0.00	($1.00)	($1.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($4.00)	($4.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($880.00)	($880.00)
eRecording	eRecording	$5,694.00	($5,694.00)	$0.00
	Total	$5,694.00	($21,098.70)	($15,404.70)
	Total	$22,512.70	($22,512.70)	$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$7,148.50	$0.00	$7,148.50
	Range Total	$7,148.50	$0.00	$7,148.50

Bank Deposit

From06/01/2015To06/30/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,127.00	
Check	$6,021.50	
Total Deposit	$7,148.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4096	Jun 1, 2015	6_ReceiptStation2_Mon / 4105	$1,775.80	$1,775.80		Bank Account
4097	Jun 1, 2015	11_Payson_Mon / 4106	$312.00	$312.00		Bank Account
4098	Jun 2, 2015	2_ReceiptStation1_Tue / 4108	$337.00	$337.00		Bank Account
4099	Jun 2, 2015	12_Payson_Tue / 4109	$74.00	$74.00		Bank Account
4100	Jun 3, 2015	3_ReceiptStation1_Wed / 4110	$185.00	$185.00		Bank Account
4101	Jun 3, 2015	13_Payson_Wed / 4111	$239.00	$239.00		Bank Account
4102	Jun 4, 2015	14_Payson_Thu / 4112	$221.00	$221.00		Bank Account
4104	Jun 4, 2015	4_ReceiptStation1_Thu / 4113	$251.50	$251.50		Bank Account
4105	Jun 5, 2015	5_ReceiptStation1_Fri / 4114	$1,111.00	$1,111.00		Bank Account
4106	Jun 5, 2015	15_Payson_Fri / 4115	$166.00	$166.00		Bank Account
4107	Jun 8, 2015	1_ReceiptStation1_Mon / 4117	$788.00	$788.00		Bank Account
4108	Jun 8, 2015	11_Payson_Mon / 4116	$106.00	$106.00		Bank Account
4109	Jun 9, 2015	12_Payson_Tue / 4119	$35.00	$35.00		Bank Account
4110	Jun 9, 2015	2_ReceiptStation1_Tue / 4118	$327.00	$327.00		Bank Account
4116	Jun 10, 2015	3_ReceiptStation1_Wed / 4121	$1,201.00	$1,201.00		Bank Account
4118	Jun 11, 2015	14_Payson_Thu / 4124	$78.00	$78.00		Bank Account
4119	Jun 11, 2015	4_ReceiptStation1_Thu / 4123	$1,080.60	$1,080.60		Bank Account
4120	Jun 12, 2015	5_ReceiptStation1_Fri / 4126	$538.00	$538.00		Bank Account
4121	Jun 12, 2015	15_Payson_Fri / 4125	$28.00	$28.00		Bank Account
4124	Jun 16, 2015	1_ReceiptStation1_Mon / 4128	$889.00	$889.00		Bank Account
4125	Jun 17, 2015	3_ReceiptStation1_Wed / 4129	$768.00	$768.00		Bank Account
4126	Jun 18, 2015	4_ReceiptStation1_Thu / 4130	$946.00	$946.00		Bank Account
4127	Jun 19, 2015	5_ReceiptStation1_Fri / 4131	$593.00	$593.00		Bank Account
4128	Jun 22, 2015	1_ReceiptStation1_Mon / 4132	$1,128.00	$1,128.00		Bank Account
4129	Jun 22, 2015	11_Payson_Mon / 4133	$339.00	$339.00		Bank Account
4130	Jun 23, 2015	2_ReceiptStation1_Tue / 4134	$1,342.00	$1,342.00		Bank Account
4131	Jun 23, 2015	12_Payson_Tue / 4135	$264.00	$264.00		Bank Account
4132	Jun 24, 2015	3_ReceiptStation1_Wed / 4137	$728.00	$728.00		Bank Account
4133	Jun 24, 2015	13_Payson_Wed / 4136	$238.00	$238.00		Bank Account
4134	Jun 25, 2015	4_ReceiptStation1_Thu / 4139	$575.00	$575.00		Bank Account
4135	Jun 25, 2015	14_Payson_Thu / 4138	$240.00	$240.00		Bank Account
4136	Jun 26, 2015	15_Payson_Fri / 4140	$252.00	$252.00		Bank Account
4137	Jun 26, 2015	5_ReceiptStation1_Fri / 4141	$1,246.80	$1,246.80		Bank Account
4138	Jun 29, 2015	11_Payson_Mon / 4143	$191.00	$191.00		Bank Account
4139	Jun 29, 2015	1_ReceiptStation1_Mon / 4142	$861.00	$861.00		Bank Account
4140	Jun 30, 2015	2_ReceiptStation1_Tue / 4144	$877.00	$877.00		Bank Account
4141	Jun 30, 2015	12_Payson_Tue / 4145	$393.00	$393.00		Bank Account
4142	Jun 30, 2015	previousday / 4148	$99.00	$99.00		Bank Account
4159	Jun 15, 2015	1_ReceiptStation1_Mon / 4127	$1,567.00	$1,567.00		Bank Account
4160	Jun 29, 2015	previousday / 4165	$75.00	$75.00		Bank Account
4161	Jun 2, 2015	previousday / 4166	$15.00	$15.00		Bank Account
		Total	$22,480.70	$22,480.70		
		Non-Deposit Total	($15,332.20)	($15,332.20)		

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($28.00)	$0.00	$0.00	($28.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($8.37)	$101.60	($100.00)	($6.77)
ADOT	AZ DEPT OF TRANS	($260.00)	$0.00	$0.00	($260.00)
APS	APS/COPIES	($180.00)	$0.00	$0.00	($180.00)
APSR	APS/RECORDINGS	($293.00)	$0.00	$0.00	($293.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($193.00)	$8.00	$0.00	($185.00)
AWC	ARIZONA WATER COMPANY	($178.00)	$0.00	$0.00	($178.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,442.80)	$32.00	$0.00	($1,410.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,042.00)	$0.00	$0.00	($2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
CRSI	Colorado Records Sooner Inc	($62.00)	$0.00	$0.00	($62.00)
CTS	COMPLETE TITLE SOLUTIONS	($96.00)	$39.00	$0.00	($57.00)
DS	DATA SERVICES	($1,000.00)	$0.00	$0.00	($1,000.00)
EPN	eRecording Partners Network	($1,000.00)	$27.00	($27.00)	($1,000.00)
EQUIT	EQUITY SERVICES	($111.00)	$7.00	$0.00	($104.00)
FARES	CORELOGIC	($1,441.40)	$190.00	$0.00	($1,251.40)
FATM	FIRST AMERICAN MICROFICHE	($346.80)	$258.60	$0.00	($88.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	($549.00)	$0.00	$0.00	($549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	($173.20)	$190.00	($1,250.00)	($1,233.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$164.50	$0.00	$0.00	$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($130.00)	$0.00	$0.00	($130.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDECOMM	INDECOMM	($1,000.00)	$198.00	($198.00)	($1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	($18.00)	$2.00	$0.00	($16.00)
Ingeo	Ingeo - eRecording	($1,127.00)	$688.00	($688.00)	($1,127.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$32.00	($32.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($867.00)	$0.00	$0.00	($867.00)
NewAcct1	Applied Technology Resources Inc	($200.00)	$0.00	$0.00	($200.00)
NTC	NATIONWIDE TITLE CLEARING	($982.00)	$189.00	($189.00)	($982.00)
PIONE	PIONEER TITLE AGENCY FICHE	($5,246.00)	$175.00	$0.00	($5,071.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($4,897.00)	$2,874.00	$0.00	($2,023.00)
Public Works Floodplain	Gila County	($100.00)	$0.00	$0.00	($100.00)
RSSI	RECORD SEARCHING SERVICES INC	($157.00)	$3.00	$0.00	($154.00)

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RUI	RESEARCH UNLIMITED INC	($83.00)	$0.00	$0.00	($83.00)
simplifile	Simplifile - eRecording	($1,089.00)	$4,592.00	($4,592.00)	($1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,100.20)	$0.00	$0.00	($1,100.20)
TD	Timely Documents	($100.00)	$0.00	$0.00	($100.00)
Totals		**($27,271.17)**	**$9,606.20**	**($7,076.00)**	**($24,740.97)**

ARF-3260 **Consent Agenda Item 4. I.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: Payson Regional Constable's Office Monthly Report for June 2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson Regional

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Information

Subject

Payson Regional Constable's Office Monthly Report for June 2015.

Suggested Motion

Acknowledgment of the June 2015 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for June 2015

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

June 2015
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

July 1, 2015

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 **June, 2015**, the Payson Regional Constable's Office:

- Received a total of **168** papers for service
- Drove a total of **1,088** miles
- Collected a total of **$1,110.40** as follows:

• Check Total	$592.00
• Cash Total	$518.40
• Total Deposited	$1,110.40
• Less Writ Fee (2 @ $5.00/each) Collected (Check #2395/Treasurer's Receipt #98416)	($ 10.00)
• Paid to General Fund (Check #2396/Treasurer's Receipt #98417)	$1,100.40
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	$ 875.00
Grand Total Paid to General Fund	**$1,975.40**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

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 2014-2015

2014-2015 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	$1,417.60	$875.00	$2,287.60
AUGUST	222	1,397	$1,749.80	$875.00	$2,624.80
SEPTEMBER	109	1,249	$1,360.40	$875.00	$2,235.40
OCTOBER	160	1,070	$1,307.00	$875.00	$2,182.00
NOVEMBER	159	986	$1,505.20	$875.00	$2,380.20
DECEMBER	113	741	$1,846.80	$875.00	$2,721.80
JANUARY	113	1,828	$831.00	$875.00	$1,706.00
FEBRUARY	88	913	$865.40	$875.00	$1,740.40
MARCH	119	1,140	$1,187.20	$875.00	$2,062.20
APRIL	204	1,345	$867.40	$875.00	$1,742.40
MAY	90	1,171	$1,313.20	$875.00	$2,188.20
JUNE	168	1,088	$1,110.40	$875.00	$1,985.40
YEAR TOTAL:	1,727	14,324	$15,361.40	$10,500.00	$25,861.40

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Payson Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
BKS Investments LLC,	1506PR150	06/26/15	589	68.00
				68.00
Beasley, Paul Garner	1506PR035	06/04/15	575	48.00
				48.00
Carstensen, Mark	1506PR007	06/03/15	566	40.00
				40.00
Cirac, Barbara Jean	1506PR103	06/22/15	583	48.00
				48.00
Crosby & Gladner PC,	1506PR109	06/24/15	586	40.00
	1506PR110	06/24/15	587	24.00
				64.00
Daniels, Debra Lee	1506PR091	06/18/15	581	74.00
				74.00
Dichiara, Christine	1506PR006	06/02/15	567	40.00
				40.00
Evans Dove & Nelson PLC,	1506PR053	06/16/15	576	77.00
				77.00
Greer, Michael Ray	1506PR036	06/05/15	574	40.00
				40.00
Kinzenbaw, David	1506PR135	06/25/15	588	48.00
				48.00
Law Office of Jo Ellen Vork,	1506PR081	06/16/15	578	56.00
				56.00

Oak Park Partners,	1506PR082	06/08/15	579	48.00
				48.00
Sarter, Charles David	1506PR086	06/17/15	580	62.40
				62.40
Sneed, Patricia Ann	1506PR094	06/19/15	582	48.00
				48.00
Track Down Inc,	1506PR008	06/03/15	569	40.00
	1506PR009	06/03/15	570	5.00
	1506PR009	06/03/15	571	32.00
				77.00
Wilkinson, Calvin Leon	1506PR033	06/04/15	572	40.00
	1506PR034	06/04/15	573	40.00
				80.00
Williams Zinman & Parham PC,	1505PR073	06/17/15	585	48.00
	1506PR092	06/19/15	577	48.00
				96.00
Wilson, Bruce	1506PR002	06/02/15	568	48.00
	1506PR107	06/24/15	584	48.00
				96.00
	Total Cash Received:			**1110.40**

Report Includes:
All transaction dates between `06/01/15` and `06/30/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Payson Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
Arrest Warrant	45	45	100.00	0	0.00	0	0.00
Child Custody Packet	1	0	0.00	1	100.00	0	0.00
Criminal Subpoena	66	2	3.03	62	93.94	2	3.03
Civil Summons	4	0	0.00	3	75.00	1	25.00
Civil Subpoena	2	0	0.00	2	100.00	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	6	0	0.00	6	100.00	0	0.00
Notice to Appear; Petition	12	0	0.00	12	100.00	0	0.00
Order of Protection	17	0	0.00	17	100.00	0	0.00
Summons Forcible Detainer	9	0	0.00	9	100.00	0	0.00
Criminal Summons	1	0	0.00	0	0.00	1	100.00
Writ of Restitution	2	0	0.00	1	50.00	1	50.00
Totals	**168**	**47**	**27.98**	**116**	**69.05**	**5**	**2.98**

Report Includes:
All receive dates between `00:00:00 06/01/15` and `23:59:59 06/30/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Amaya, Edurijes

Service Attempt	Attempted By	Served On	Svd?
N AZ HIGHWAY 87 / BIA 101 RD, Payson	White, C	Edurijes Amaya	YES
Time/Date: 11:01:00 06/17/15			
105 E Main Street APT 207, Payson	White, C		NO
Time/Date: 09:12:00 06/19/15			

To Be Served: Azevedo, Daniel J.

Service Attempt	Attempted By	Served On	Svd?
214 N BUDWEISER CIR, Payson	White, C	Daniel Azevedo	YES
Time/Date: 09:00:00 06/04/15			

To Be Served: Balcom, Jessica L.

Service Attempt	Attempted By	Served On	Svd?
302 E AERO DR, Payson	White, C	Jessica Balcom	YES
Time/Date: 11:04:00 06/04/15			

To Be Served: Barr, Les

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:56:00 06/05/15			

To Be Served: Batey, Russell L.

Service Attempt	Attempted By	Served On	Svd?
100 S MCLANE RD, Payson	White, C	Russell Batey	YES
Time/Date: 16:17:00 06/05/15			

To Be Served: Bogatko, Nick

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Brunson, Gingerlee

Service Attempt	Attempted By	Served On	Svd?
1303 N BEELINE HWY, Payson	White, C	Gingerlee Brunson	YES

Time/Date: 15:14:00 06/24/15

To Be Served: Buckner, Brandon

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Burke, Karen

Service Attempt	Attempted By	Served On	Svd?
[redacted]	McClure, J	William Burke	YES

Time/Date: 16:10:00 06/18/15

To Be Served: Burke, William A.

Service Attempt	Attempted By	Served On	Svd?
[redacted]	McClure, J	William Burke	YES

Time/Date: 16:10:00 06/18/15

To Be Served: Cadwell, Josh

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Cahalan, Maureen S.

Service Attempt	Attempted By	Served On	Svd?
703 E Frontier Street #17, Payson	White, C		NO

Time/Date: 10:54:00 06/15/15

To Be Served: Chapman, Clint D.

Service Attempt	Attempted By	Served On	Svd?

, Payson	White, C		NO
Time/Date: 10:25:00 06/01/15			
, Payson	White, C		NO
Time/Date: 16:08:00 06/01/15			
, Payson	White, C		NO
Time/Date: 09:50:00 06/02/15			
, Payson	White, C		NO
Time/Date: 09:55:00 06/02/15			
, Payson	White, C		NO
Time/Date: 09:30:00 06/03/15			
4397 E AZ HIGHWAY 260, Star Valley	White, C		NO
Time/Date: 10:00:00 06/03/15			
, Payson	White, C		NO
Time/Date: 09:26:00 06/10/15			

To Be Served: Chapman, Samantha K.

Service Attempt	Attempted By	Served On	Svd?
405 E FOREST DR, Payson	White, C	Samantha Kay Chapman	YES
Time/Date: 10:34:00 06/02/15			
405 E FOREST DR, Payson	White, C	Samantha Kay Chapman	YES
Time/Date: 11:02:00 06/24/15			

To Be Served: Chevalier, Deborah L.

Service Attempt	Attempted By	Served On	Svd?
212 W BONITA ST, Payson	White, C		NO
Time/Date: 11:22:00 06/09/15			
212 W BONITA ST, Payson	White, C		NO
Time/Date: 10:38:00 06/11/15			
212 W BONITA ST, Payson	White, C	Deborah Lynn Chevalier	YES
Time/Date: 07:01:00 06/12/15			

To Be Served: Clark, Mark

Service Attempt	Attempted By	Served On	Svd?

108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:50:00 06/15/15			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:50:00 06/15/15			

To Be Served: Clifton, Casey J.

Service Attempt	Attempted By	Served On	Svd?
907 W BRIDLE PATH LN, Payson	Cross, J		NO
Time/Date: 15:00:00 06/16/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 11:30:00 06/17/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 15:05:00 06/18/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 19:25:00 06/18/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 18:00:00 06/19/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 09:25:00 06/22/15			
907 W BRIDLE PATH LN, Payson	White, C		NO
Time/Date: 10:00:00 06/22/15			
907 W BRIDLE PATH LN, Payson	White, C	Casey Jones Clifton	YES
Time/Date: 16:12:00 06/22/15			

To Be Served: Contreras, Josefina

Service Attempt	Attempted By	Served On	Svd?
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 10:46:00 06/18/15			
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 10:49:00 06/18/15			
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 16:51:00 06/18/15			

702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 08:57:00 06/19/15			
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 11:20:00 06/22/15			
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 11:21:00 06/22/15			
803 W MAIN ST; COMMUNITY BRIDGES, Payson	White, C		NO
Time/Date: 11:33:00 06/22/15			
702 N LUZERN CIR, Payson	White, C		NO
Time/Date: 09:10:00 06/23/15			
702 N LUZERN CIR, Payson	Michelle Keegan		NO
Time/Date: 15:56:00 06/24/15			
702 N LUZERN CIR, Payson	Michelle Keegan		NO
Time/Date: 16:17:00 06/24/15			
702 N LUZERN CIR, Payson	Michelle Keegan		NO
Time/Date: 16:19:00 06/24/15			
702 N LUZERN CIR, Payson	White, C	Josefina Contreras	YES
Time/Date: 10:12:00 06/25/15			

To Be Served: Craven, Horace M. Jr

Service Attempt	**Attempted By**	**Served On**	**Svd?**
1304 N BEELINE HWY, Space #46, Payson	White, C		NO
Time/Date: 10:44:00 06/02/15			
1304 N BEELINE HWY, Space #46, Payson	White, C		NO
Time/Date: 10:45:00 06/02/15			
1304 N BEELINE HWY, Space #46, Payson	White, C		NO
Time/Date: 10:48:00 06/03/15			
1304 N BEELINE HWY, Space #46, Payson	White, C		NO
Time/Date: 09:51:00 06/10/15			
108 W MAIN ST, Payson	Labonte, C	Horace Macie Craven Jr	YES
Time/Date: 14:06:00 06/11/15			

To Be Served: Crosby, Jeffrey

Service Attempt	Attempted By	Served On	Svd?
807 N PONDEROSA CIR, Payson	White, C		NO
Time/Date: 09:26:00 06/11/15			
807 N PONDEROSA CIR, Payson	White, C	Jeffrey Crosby	YES
Time/Date: 09:57:00 06/11/15			

To Be Served: Cross, James

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 08:56:00 06/16/15			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 16:19:00 06/25/15			

To Be Served: Daniels, Mark W.

Service Attempt	Attempted By	Served On	Svd?
2210 Rainbows End Round Valley, Payson	White, C	Mark Wayne Daniels	YES
Time/Date: 11:25:00 06/19/15			

To Be Served: Digaetano, Vince

Service Attempt	Attempted By	Served On	Svd?
W Aero Dr, Payson	White, C	Vincent Digaetano	YES
Time/Date: 11:03:00 06/04/15			

To Be Served: Dukuly, Ansumana

Service Attempt	Attempted By	Served On	Svd?
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:48:00 06/15/15			

To Be Served: Engler, Donald B.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:56:00 06/05/15			

To Be Served: Engler, Donald B. II

Service Attempt	Attempted By	Served On	Svd?
108 S Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 16:31:00 06/05/15			
108 S Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:50:00 06/15/15			
108 S Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 16:19:00 06/25/15			

To Be Served: Erdman, Dennis A.

Service Attempt	Attempted By	Served On	Svd?
905 S McLane #8, Payson	White, C	Dennis Erdman	YES
Time/Date: 10:09:00 06/11/15			

To Be Served: Feather, Dennis C.

Service Attempt	Attempted By	Served On	Svd?
190 Cornerstone Way #24, Payson	White, C	Dennis Chandler Feather	YES
Time/Date: 11:58:00 06/09/15			

To Be Served: Fisk, Francis D.

Service Attempt	Attempted By	Served On	Svd?
N CEMETERY RD / N AZ HIGHWAY 87, Pine	Eggert, G A	Francis (Frankie) Fisk	YES
Time/Date: 16:50:00 06/23/15			

To Be Served: Fleisch, Kenneth

Service Attempt	Attempted By	Served On	Svd?
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C		NO
Time/Date: 10:43:00 06/17/15			

To Be Served: Ford, Leann

Service Attempt	Attempted By	Served On	Svd?
212 W BONITA ST, Payson	White, C	Leann Ford	YES

Time/Date: 15:37:00 06/25/15

To Be Served: France, John R.

Service Attempt	Attempted By	Served On	Svd?
108 W Main St, Payson	White, C	GCSO Clipboard	YES

Time/Date: 16:19:00 06/25/15

To Be Served: Gear, Brent J.

Service Attempt	Attempted By	Served On	Svd?
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C		NO

Time/Date: 11:21:00 06/04/15

807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Brent Gear	YES

Time/Date: 10:41:00 06/17/15

To Be Served: Gendvilas, Nanette A.

Service Attempt	Attempted By	Served On	Svd?
902 N BEELINE HWY, Payson	White, C	Nanette Gendvilas	YES

Time/Date: 16:31:00 06/11/15

206 W MAIN ST; unit 3, Payson	White, C	Nanette Gendvilas	YES

Time/Date: 15:39:00 06/19/15

To Be Served: Golliglee, Tianna L.

Service Attempt	Attempted By	Served On	Svd?
1102 S SABRINA CT, Payson	White, C		NO

Time/Date: 16:29:00 06/18/15

200 W Frontier St Ste 8, Payson	White, C		NO

Time/Date: 16:35:00 06/18/15

300 W FRONTIER ST; unit 8, Payson	White, C		NO

Time/Date: 16:41:00 06/18/15

1102 S SABRINA CT, Payson	White, C		NO

Time/Date: 16:45:00 06/18/15

200 W Frontier St Ste 8, Payson	White, C		NO

Time/Date: 10:15:00 06/19/15

200 W Frontier St Ste 8, Payson | White, C | NO

Time/Date: 11:21:00 06/22/15

To Be Served: Goodman, Lacee A.

Service Attempt	Attempted By	Served On	Svd?
2602 W PALMER DR, Payson	White, C	Lacee Ann Goodman	YES

Time/Date: 09:48:00 06/16/15

To Be Served: Gray, David W.

Service Attempt	Attempted By	Served On	Svd?
1000 S CEDARCREST CIR, Payson	White, C	David W Gray	YES

Time/Date: 11:08:00 06/23/15

To Be Served: Hale, Wilmer J.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Virgilio Dodd	Wilmer J Hale	YES

Time/Date: 12:15:00 06/02/15

To Be Served: Hanse, Ronald G.

Service Attempt	Attempted By	Served On	Svd?
108 W. Main St, Payson	White, C	GCSO Clipboard	YES

Time/Date: 16:31:00 06/05/15

To Be Served: Herrira, Charyice

Service Attempt	Attempted By	Served On	Svd?
912 S PONDEROSA ST; unit A, Payson	White, C	Charyice Herrira	YES

Time/Date: 15:43:00 06/22/15

To Be Served: Hinton, Dawn C.

Service Attempt	Attempted By	Served On	Svd?
505 E LUKE DR, Payson	White, C	Dawn Christine Hinton	YES

Time/Date: 16:25:00 06/19/15

To Be Served: Hubbell, Ashley N.

Service Attempt	Attempted By	Served On	Svd?
2801 W NICKLAUS DR, Payson	White, C		NO
Time/Date: 09:22:00 06/04/15			
2801 W NICKLAUS DR, Payson	White, C	Ashley Hubbell	YES
Time/Date: 15:28:00 06/04/15			

To Be Served: Hulings, Vincent A.

Service Attempt	Attempted By	Served On	Svd?
202 W PINON CIR, Payson	White, C	Vincent A Hulings	YES
Time/Date: 11:33:00 06/03/15			

To Be Served: Hunsaker, Deborah A.

Service Attempt	Attempted By	Served On	Svd?
[redacted]	White, C	GCSO Clipboard	YES
Time/Date: 08:57:00 06/16/15			

To Be Served: Isaac, Larry S.

Service Attempt	Attempted By	Served On	Svd?
436 N Dealers Choice Rd, Payson	White, C	Larry Isaac	YES
Time/Date: 14:02:00 06/18/15			

To Be Served: Jones, Derek K.

Service Attempt	Attempted By	Served On	Svd?
604 N Snead Dr, Payson	White, C		NO
Time/Date: 11:32:00 06/09/15			
604 N Snead Dr, Payson	White, C	Derek Kim Jones	YES
Time/Date: 10:24:00 06/11/15			

To Be Served: Keller, Amber N.

Service Attempt	Attempted By	Served On	Svd?
220 W CORRAL DR, Payson	White, C		NO
Time/Date: 15:03:00 06/01/15			

To Be Served: Krombeen, Nathan

Service Attempt	Attempted By	Served On	Svd?
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:02:00 06/16/15			

To Be Served: LaBonte, Cole

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 16:19:00 06/25/15			

To Be Served: Lee, Don A.

Service Attempt	Attempted By	Served On	Svd?
4230 Beeline Hwy #20, Pine	White, C	Posted/Mailed	YES
Time/Date: 15:15:00 06/26/15			

To Be Served: Licavoli, Peter V.

Service Attempt	Attempted By	Served On	Svd?
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:02:00 06/16/15			

To Be Served: Madra, Alycea

Service Attempt	Attempted By	Served On	Svd?
905 S MCLANE RD; unit 24, Payson	White, C	Alycea Madra	YES
Time/Date: 10:28:00 06/17/15			

To Be Served: Manning, Luke

Service Attempt	Attempted By	Served On	Svd?
1008 N GILA DR, Payson	White, C		NO
Time/Date: 11:53:00 06/18/15			
1008 N GILA DR, Payson	White, C		NO
Time/Date: 11:55:00 06/18/15			
301 E STHY 260; JACK IN THE BOX, Payson	White, C		NO

Time/Date: 12:05:00 06/18/15

301 E STHY 260; JACK IN THE BOX, Payson	White, C	Luke Manning	YES

Time/Date: 15:20:00 06/18/15

To Be Served: Marchesseault, Andrew

Service Attempt	Attempted By	Served On	Svd?
TAR #31, Payson	White, C	TAR PD Clipboard	YES

Time/Date: 15:52:00 06/26/15

To Be Served: Marston, Kevin

Service Attempt	Attempted By	Served On	Svd?
302 E AERO DR, Payson	White, C		NO

Time/Date: 11:03:00 06/04/15

302 E AERO DR, Payson	White, C		NO

Time/Date: 09:12:00 06/11/15

302 E AERO DR, Payson	White, C		NO

Time/Date: 09:29:00 06/11/15

302 E AERO DR, Payson	White, C		NO

Time/Date: 10:19:00 06/12/15

302 E AERO DR, Payson	White, C	Kevin Marston	YES

Time/Date: 10:21:00 06/12/15

To Be Served: McAnerny, Michael

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Mccormack, Kimberly M.

Service Attempt	Attempted By	Served On	Svd?
8226 W BONNIE BRAE DR, Strawberry	McClure, J	Kimberly McCormack	YES

Time/Date: 20:23:00 06/20/15

To Be Served: McCorry, Peter D.

Service Attempt	Attempted By	Served On	Svd?

1304 N Beeline #8, Payson	White, C	Peter Dennis McCorry	YES
Time/Date: 16:31:00 06/08/15			

To Be Served: McGroarty, Chris

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	White, C	GCSO Clipboard	YES
Time/Date: 08:55:00 06/16/15			

To Be Served: Meredith, David R.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	White, C	David Ryan Meredith	YES
Time/Date: 15:31:00 06/25/15			

To Be Served: Miller, Jeremy T.

Service Attempt	Attempted By	Served On	Svd?
1002 W SADDLE LN, Payson	White, C		NO
Time/Date: 12:13:00 06/18/15			
1002 W SADDLE LN, Payson	White, C		NO
Time/Date: 14:57:00 06/18/15			
1002 W SADDLE LN, Payson	White, C		NO
Time/Date: 14:58:00 06/18/15			
1002 W SADDLE LN, Payson	White, C	Jeremy Miller	YES
Time/Date: 09:10:00 06/19/15			

To Be Served: Miller, Sylvia R.

Service Attempt	Attempted By	Served On	Svd?
111 E STHY 260, Payson	White, C	Sylvia Miller	YES
Time/Date: 12:10:00 06/18/15			

To Be Served: Miloney, Matthew

Service Attempt	Attempted By	Served On	Svd?
100 N TONTO ST; unit 100, Payson	White, C	Matthew Miloney	YES
Time/Date: 08:15:00 06/16/15			

100 N TONTO ST; unit 100, Payson	White, C	Matthew Miloney	YES
Time/Date: 08:15:00 06/16/15			

To Be Served: Montgomery, Steve

Service Attempt	Attempted By	Served On	Svd?
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:02:00 06/16/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 16:09:00 06/18/15			

To Be Served: Moore, Jeannie A.

Service Attempt	Attempted By	Served On	Svd?
311 S MCLANE RD; unit 108, Payson	White, C	Jean Moore	YES
Time/Date: 16:07:00 06/25/15			

To Be Served: Oberoiesen, Elizabeth

Service Attempt	Attempted By	Served On	Svd?
303 S ASH ST; unit 5, Payson	White, C		NO
Time/Date: 10:56:00 06/18/15			
301 S BEELINE HWY; BURGER KING, Payson	White, C		NO
Time/Date: 11:02:00 06/18/15			
303 S ASH ST; unit 5, Payson	White, C		NO
Time/Date: 11:04:00 06/18/15			
301 S BEELINE HWY; BURGER KING, Payson	White, C	Elizabeth Oberoiesen	YES
Time/Date: 11:30:00 06/18/15			

To Be Served: Omoto, Dennis T.

Service Attempt	Attempted By	Served On	Svd?
1107 North Beeline Highway Suite B, Payson	White, C		NO
Time/Date: 15:52:00 06/05/15			
1107 North Beeline Highway Suite B, Payson	White, C	Dennis T Omoto	YES
Time/Date: 10:57:00 06/09/15			

To Be Served: Orms, Christopher O.

Service Attempt	Attempted By	Served On	Svd?
331 W Roundup Rd, Payson	White, C		NO
Time/Date: 10:52:00 06/02/15			
331 W Roundup Rd, Payson	White, C		NO
Time/Date: 16:37:00 06/02/15			
331 W Roundup Rd, Payson	White, C		NO
Time/Date: 09:20:00 06/03/15			
331 W Roundup Rd, Payson	White, C		NO
Time/Date: 11:07:00 06/03/15			
331 W Roundup Rd, Payson	White, C		NO
Time/Date: 10:51:00 06/09/15			

To Be Served: Ortiz, Lorenzo

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:56:00 06/05/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted]	White, C		NO
Time/Date: 16:05:00 06/05/15			
[redacted]	White, C		NO
Time/Date: 11:04:00 06/09/15			
[redacted]	White, C		NO
Time/Date: 09:07:00 06/11/15			
[redacted]	White, C	[redacted]	YES
Time/Date: 17:09:00 06/12/15			
[redacted]	White, C	[redacted]	YES
Time/Date: 16:16:00 06/18/15			

To Be Served: Pacheco, Norma

Service Attempt	Attempted By	Served On	Svd?
607 S COLCORD RD; unit D, Payson	White, C		NO
Time/Date: 16:05:00 06/05/15			
607 S COLCORD RD; unit D, Payson	White, C		NO
Time/Date: 11:04:00 06/09/15			
901 E MILLER RD, Payson	White, C		NO
Time/Date: 09:07:00 06/11/15			
901 E MILLER RD, Payson	White, C	Norma Pacheco	YES
Time/Date: 17:09:00 06/12/15			
901 E MILLER RD, Payson	White, C	Norma Pacheco	YES
Time/Date: 16:16:00 06/18/15			

To Be Served: Palomo, Anthony C.

Service Attempt	Attempted By	Served On	Svd?
705 N HOGAN DR, Payson	White, C		NO
Time/Date: 11:00:00 06/01/15			
106 E BONITA ST, Payson	White, C	Anthony Corella Palomo	YES
Time/Date: 10:17:00 06/02/15			

To Be Served: Payne, Tammy N.

Service Attempt	Attempted By	Served On	Svd?
4230 N AZ HIGHWAY 87 #25; COUNTRY MEADOWS MHP, Pine	White, C	Tammy Noel Payne	YES
Time/Date: 17:00:00 06/22/15			

To Be Served: Prest, Kyrsten D.

Service Attempt	Attempted By	Served On	Svd?
202 W PINON CIR, Payson	Dirks, B C	Kyrsten D Prest	YES
Time/Date: 15:10:00 06/02/15			

To Be Served: Price, Joshua L.

Service Attempt	Attempted By	Served On	Svd?

807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C		NO
Time/Date: 11:21:00 06/04/15			
302 E AERO DR, Payson	White, C		NO
Time/Date: 11:31:00 06/04/15			
302 E AERO DR, Payson	White, C		NO
Time/Date: 09:12:00 06/11/15			
302 E AERO DR, Payson	White, C		NO
Time/Date: 09:29:00 06/11/15			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Joshua Price	YES
Time/Date: 10:29:00 06/12/15			

To Be Served: Ralls, Tanner S.

Service Attempt	Attempted By	Served On	Svd?
3942 Juniper Drive, Strawberry	White, C		NO
Time/Date: 14:37:00 06/15/15			
3942 Juniper Drive, Strawberry	White, C		NO
Time/Date: 14:42:00 06/15/15			
3942 Juniper Drive, Strawberry	White, C		NO
Time/Date: 15:20:00 06/15/15			
3942 Juniper Drive, Strawberry	Michelle Keegan		NO
Time/Date: 11:54:00 06/22/15			
108 W MAIN ST, Payson	Engler, D B	Tanner Ralls	YES
Time/Date: 15:33:00 06/22/15			

To Be Served: Rangel, Shawn D.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Engler, D B	Shawn Rangel	YES
Time/Date: 18:38:00 06/07/15			

To Be Served: Reinert, Joshua J.

Service Attempt	Attempted By	Served On	Svd?

8485 W ANTELOPE DR, Strawberry	White, C	Joshua Reinert	YES
Time/Date: 14:56:00 06/15/15			

To Be Served: Righter, Darlene M.

Service Attempt	Attempted By	Served On	Svd?
141 E Andrew Dr, Payson	White, C	Floyd Alan Righter	YES
Time/Date: 16:26:00 06/15/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted]	White, C	Floyd Alan Righter	YES
Time/Date: 16:26:00 06/15/15			

To Be Served: Romero, Brenda C.

Service Attempt	Attempted By	Served On	Svd?
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C		NO
Time/Date: 11:21:00 06/04/15			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Brenda Romero	YES
Time/Date: 15:44:00 06/05/15			

To Be Served: Rose, Shayla E.

Service Attempt	Attempted By	Served On	Svd?
1303 N EASY ST, Payson	White, C	Shayla Elaine Rose	YES
Time/Date: 12:13:00 06/22/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted]	White, C	Shayla Rose	YES
Time/Date: 12:13:00 06/22/15			

To Be Served: Rowe, Joanne G.

Service Attempt	Attempted By	Served On	Svd?

807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Joanne Rowe	YES
Time/Date: 11:21:00 06/04/15			

To Be Served: Ruettgers, Paul E.

Service Attempt	Attempted By	Served On	Svd?
240 liberty Lane, Payson	White, C		NO
Time/Date: 11:39:00 06/05/15			
240 liberty Lane, Payson	White, C		NO
Time/Date: 11:39:01 06/05/15			
240 liberty Lane, Payson	White, C	Paul Everett Ruettgers	YES
Time/Date: 10:29:00 06/09/15			

To Be Served: Ruggles, Roxanne F.

Service Attempt	Attempted By	Served On	Svd?
8117 W CHERRY ANN LN, Payson	White, C		NO
Time/Date: 13:31:00 06/11/15			
3851 N Bloody Basin Rd, Pine	White, C		NO
Time/Date: 13:59:00 06/11/15			
3851 N Bloody Basin Rd, Pine	White, C		NO
Time/Date: 14:13:00 06/11/15			
3851 N Bloody Basin Rd, Pine	White, C		NO
Time/Date: 14:15:00 06/11/15			
3851 N Bloody Basin Rd, Pine	White, C		NO
Time/Date: 10:12:00 06/12/15			
3851 N Bloody Basin Rd, Pine	White, C		NO
Time/Date: 15:08:00 06/15/15			

To Be Served: Schossler, Mary

Service Attempt	Attempted By	Served On	Svd?
30 Tonto Apache Reservation, Payson	White, C	Mary Schossler	YES
Time/Date: 10:16:00 06/16/15			
30 Tonto Apache Reservation, Payson	White, C	TAR PD Clipboard	YES

Time/Date: 15:52:00 06/26/15

To Be Served: Schwarting, Lois J.

Service Attempt	Attempted By	Served On	Svd?
168 W STANDAGE DR, Payson	White, C	Lois Jane Schwarting	YES

Time/Date: 16:25:00 06/17/15

To Be Served: Scott, Tracy

Service Attempt	Attempted By	Served On	Svd?
1501 N BEELINE HWY; unit 69, Payson	Dirks, B C	Tracy Scott	YES

Time/Date: 19:47:00 06/29/15

To Be Served: Scott, William S.

Service Attempt	Attempted By	Served On	Svd?
1501 N BEELINE HWY; unit 69, Payson	Dirks, B C	William Scott	YES

Time/Date: 19:47:00 06/29/15

To Be Served: Sheehan, Bridgette S.

Service Attempt	Attempted By	Served On	Svd?
703 E Frontier St #39, Payson	White, C	Posted/Mailed	YES

Time/Date: 10:56:00 06/19/15

To Be Served: Sikes, Michele

Service Attempt	Attempted By	Served On	Svd?
N AZ HIGHWAY 87 / BIA 101 RD, Payson	White, C	Michelle Sikes	YES

Time/Date: 11:01:00 06/17/15

251 N BEELINE HWY, Payson	White, C		NO

Time/Date: 15:42:00 06/26/15

30 BIA 101 RD; MAZATZAL CASINO, Payson	White, C		NO

Time/Date: 16:00:00 06/26/15

30 BIA 101 RD; MAZATZAL CASINO, Payson	White, C	Michele Sikes	YES

Time/Date: 11:52:00 06/29/15

To Be Served: Simpson, Michelle M.

Service Attempt	Attempted By	Served On	Svd?
214 E EIDELWEISS CIR, Payson	White, C	Michelle Marie Simpson	YES
Time/Date: 10:50:00 06/05/15			

To Be Served: Skidmore, Alutha M.

Service Attempt	Attempted By	Served On	Svd?
905 S Mclane rd apt 25, Payson	White, C		NO
Time/Date: 09:24:00 06/23/15			
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C		NO
Time/Date: 09:31:00 06/23/15			
107 E LONE PINE DR, Payson	White, C	Alutha Mae Skidmore	YES
Time/Date: 09:45:00 06/23/15			

To Be Served: Skwartz, Ron

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:48:00 06/15/15			

To Be Served: Smith, Angela D.

Service Attempt	Attempted By	Served On	Svd?
801 E Frontier St, Apt 49, Payson	White, C	Vacant, laid on counter	YES
Time/Date: 11:21:00 06/15/15			

To Be Served: Sparks, Shawn C.

Service Attempt	Attempted By	Served On	Svd?
300 W FRONTIER ST; unit 4, Payson	White, C		NO
Time/Date: 16:41:00 06/11/15			
108 W MAIN ST, Payson	White, C	Shawn Sparks	YES
Time/Date: 15:47:00 06/12/15			

To Be Served: Spear, Darlene A.

Service Attempt	Attempted By	Served On	Svd?

[redacted]	White, C		NO
Time/Date: 10:53:00 06/29/15			
[redacted]	White, C		NO
Time/Date: 10:55:00 06/29/15			
[redacted]	White, C	Darlene Spear	YES
Time/Date: 09:53:00 06/30/15			

To Be Served: Stoner, Jarrick A.

Service Attempt	Attempted By	Served On	Svd?
1010 W SADDLE LN, Payson	White, C		NO
Time/Date: 16:26:00 06/05/15			
215 W ESTATE LN, Payson	White, C		NO
Time/Date: 11:41:00 06/22/15			
1010 W SADDLE LN, Payson	White, C	Jarrick Stoner	YES
Time/Date: 12:20:00 06/22/15			

To Be Served: Tank, Darryl Q.

Service Attempt	Attempted By	Served On	Svd?
303 E CHERRY ST, Payson	White, C		NO
Time/Date: 15:52:00 06/22/15			
1100 N BEELINE HWY; unit F, Payson	White, C	Darryl Quintin Tank	YES
Time/Date: 17:34:00 06/22/15			

To Be Served: Terborg, Joseph E.

Service Attempt	Attempted By	Served On	Svd?
1303 N BEELINE HWY, Payson	White, C	Joseph E Terborg	YES
Time/Date: 15:14:00 06/24/15			

To Be Served: Unthank, Melody D.

Service Attempt	Attempted By	Served On	Svd?
100 N TONTO ST; unit B, Payson	White, C		NO

Time/Date: 11:08:00 06/04/15

To Be Served: VanCamp, Matthew C.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Varga, Joni M.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:56:00 06/05/15

To Be Served: Varga, Mike

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

Time/Date: 09:57:00 06/16/15

303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

Time/Date: 14:45:00 06/26/15

To Be Served: Wagstaff, Sherman C.

Service Attempt	Attempted By	Served On	Svd?
3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 11:09:00 06/03/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 11:13:00 06/03/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 10:46:00 06/04/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 11:30:00 06/04/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 11:38:00 06/04/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO

Time/Date: 09:00:00 06/10/15

3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO
Time/Date: 09:10:00 06/10/15			
3696 E AZ HIGHWAY 260; unit 13, Star Valley	White, C		NO
Time/Date: 09:58:00 06/10/15			

To Be Served: Walker, Charles B.

Service Attempt	Attempted By	Served On	Svd?
1406 N ALPINE HEIGHTS DR, Payson	White, C	Charles Bryan Walker	YES
Time/Date: 10:37:00 06/15/15			

To Be Served: Warren, Barbara A.

Service Attempt	Attempted By	Served On	Svd?
75 S EWING TRL, Tonto Basin	White, C		NO
Time/Date: 11:00:00 06/12/15			
445 S OLD HIGHWAY 188; TONTO BASIN ELEMENTARY, Tonto Basin	White, C	Barbara Warren	YES
Time/Date: 11:13:00 06/12/15			

To Be Served: Warren, Dusti L.

Service Attempt	Attempted By	Served On	Svd?
[redacted]	White, C		NO
Time/Date: 11:00:00 06/12/15			
[redacted]	White, C	Dusti Warren	YES
Time/Date: 11:46:00 06/12/15			

To Be Served: Warren, George C. II

Service Attempt	Attempted By	Served On	Svd?
75 S EWING TRL, Tonto Basin	White, C		NO
Time/Date: 11:00:00 06/12/15			
168 E SLEEPY HOLLOW WAY, Tonto Basin	White, C	George Warren	YES
Time/Date: 11:36:00 06/12/15			

To Be Served: Wiggins, Brian K.

Service Attempt	Attempted By	Served On	Svd?

1014 S WESTERLY RD, Payson	White, C		NO
Time/Date: 16:27:00 06/05/15			
1014 S WESTERLY RD, Payson	White, C		NO
Time/Date: 09:08:00 06/11/15			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Brian Wiggins	YES
Time/Date: 09:52:00 06/11/15			

To Be Served: Zerby, Mark W.

Service Attempt	Attempted By	Served On	Svd?
623 W ROUND VALLEY RD, Payson	White, C	Mark Wayne Zerby	YES
Time/Date: 11:01:00 06/15/15			

To Be Served: Zickefoose, Steven

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:02:00 06/16/15			

Report Includes:
All dates between `00:00:00 06/01/15` and `23:59:59 06/30/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions

MILEAGE FOR THE MONTH

June 2015

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
6/1	30			
6/2	32			
6/3	33			
6/4	41			
6/5	55			
6/8	32			
6/9	26			
6/10	34			
6/11	79			
6/12	100			
6/15	119			
6/16	42			
6/17	49			
6/18	51			
6/19	58			
6/22	76			
6/23	31			
6/24	33			
6/25	37			
6/26	51			
6/29	40			
6/30	39			
DAYS	**1088**		**0**	

Total Miles Driven By The Constable's Office **1088** **June** **2015**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 7/1/15

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics, Standards + Training Board writ fees collected

Account Code	Revenue Description	Amount	
T91602061	CESTB - writ fees collected	10	00
	June 2015		
	2 @ 5.00		
	Ck # 2395		
		10	00

Authorized Signature 230 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98416

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

2395
91-527/1221 6128
0703680454

DATE 7/1/15

PAY TO THE ORDER OF Gila County Treasurer $ 10.00

Ten + 00/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Writ Fees Collected - June 230

⑈000002395⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 7/1/15

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees - June 2015

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service Fees Collected	1,100	40
	6/1/15 thru 6/30/15		
		1,100	40

Authorized Signature _____ 230 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98417

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

2396
91-527/1221 6128
0703680454

DATE 7/1/15

PAY TO THE ORDER OF Gila County Treasurer $ 1,100 40

One Thousand One hundred dollars + 40/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service fees Collected-June _____ 230 MP

⑈000002396⑈ ⑆122105278⑆ 0703680454⑈

ARF-3261 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: Payson Regional Constable's Office Annual Report for Fiscal Year 2014-2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson Regional

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Information

Subject

Payson Regional Constable's Office Annual Report for Fiscal Year 2014-2015

Suggested Motion

Acknowledgment of the fiscal year 2014-2015 annual activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Annual Report for Fiscal Year 2014-2015

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

Fiscal Year 2014-2015
ANNUAL REPORT

TABLE OF CONTENTS

COVER LETTER

MONTHLY TOTALS

SERVICE SUMMARY REPORT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

PAYSON REGIONAL CONSTABLE
COLT WHITE

July 2, 2015

GILA COUNTY BOARD OF SUPERVISORS
1400 East Ash Street
Globe, Arizona 85501

Dear Sirs and Madams:

The Payson Regional Constable's Office has prepared its Fiscal Year 2014-2015 Annual Report for your review. This report includes the statistics for 2014-2015 and the service summary report.

Respectfully submitted,

Colt White
Payson Regional Constable

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844-FAX: (928) 468-1509

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 2014-2015

2014-2015 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	$1,417.60	$875.00	$2,287.60
AUGUST	222	1,397	$1,749.80	$875.00	$2,624.80
SEPTEMBER	109	1,249	$1,360.40	$875.00	$2,235.40
OCTOBER	160	1,070	$1,307.00	$875.00	$2,182.00
NOVEMBER	159	986	$1,505.20	$875.00	$2,380.20
DECEMBER	113	741	$1,846.80	$875.00	$2,721.80
JANUARY	113	1,828	$831.00	$875.00	$1,706.00
FEBRUARY	88	913	$865.40	$875.00	$1,740.40
MARCH	119	1,140	$1,187.20	$875.00	$2,062.20
APRIL	204	1,345	$867.40	$875.00	$1,742.40
MAY	90	1,171	$1,313.20	$875.00	$2,188.20
JUNE	168	1,088	$1,110.40	$875.00	$1,985.40
YEAR TOTAL:	1,727	14,324	$15,361.40	$10,500.00	$25,861.40

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Payson Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
App & Affidavit for Default	1	0	0.00	1	100.00	0	0.00
Amended Order of Protection	2	0	0.00	2	100.00	0	0.00
Arrest Warrant	514	504	98.05	0	0.00	10	1.95
Civil Citation	7	0	0.00	6	85.71	1	14.29
Child Custody Packet	16	0	0.00	16	100.00	0	0.00
Criminal Subpoena	501	2	0.40	468	93.41	31	6.19
Civil Summons	40	0	0.00	28	70.00	12	30.00
Civil Complaint	1	0	0.00	1	100.00	0	0.00
Civil Subpoena	12	0	0.00	12	100.00	0	0.00
Divorce Packet	15	0	0.00	14	93.33	1	6.67
Eviction	2	0	0.00	1	50.00	1	50.00
Eviction Notice	1	0	0.00	1	100.00	0	0.00
Five Day Notice	5	0	0.00	5	100.00	0	0.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	9	0	0.00	8	88.89	1	11.11
Injunction Against Harassment	67	0	0.00	64	95.52	3	4.48
Injunction Against Wrkplc Harr	2	0	0.00	1	50.00	1	50.00
Letter	1	0	0.00	1	100.00	0	0.00
Notice and Summons	13	0	0.00	13	100.00	0	0.00
Notice	7	0	0.00	7	100.00	0	0.00
Notice to Appear; Petition	116	0	0.00	109	93.97	7	6.03
Notice To Vacate Premises	1	0	0.00	1	100.00	0	0.00
Order of Protection	137	0	0.00	128	93.43	9	6.57
Order	1	0	0.00	1	100.00	0	0.00
Order to Show Cause	10	0	0.00	8	80.00	2	20.00
Order to Appear	5	0	0.00	4	80.00	1	20.00
Petition for Hearing	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	25	0	0.00	21	84.00	4	16.00
Subpoena Duces Tecum	4	0	0.00	3	75.00	1	25.00
Summons Forcible Detainer	89	0	0.00	89	100.00	0	0.00
Summons	6	0	0.00	3	50.00	3	50.00
Criminal Summons	88	0	0.00	49	55.68	39	44.32
Thirty Day Notice	2	0	0.00	2	100.00	0	0.00
Writ of Execution	2	0	0.00	2	100.00	0	0.00
Writ of Garnishment Earnings	11	0	0.00	11	100.00	0	0.00
Writ of Garnishment Non Earnin	3	0	0.00	2	66.67	1	33.33
Writ of Restitution	8	0	0.00	7	87.50	1	12.50
Totals	**1726**	**506**	**29.32**	**1091**	**63.21**	**129**	**7.47**

Report Includes:
All receive dates between `00:00:00 07/01/14` and `23:59:59 06/30/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

ARF-3264 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: June 2015

Submitted For: Mary Navarro, Justice Court Operations Mgr

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for June 2015

Suggested Motion

Acknowledgment of the June 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice of the Peace Monthly Report

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: June, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$7,909.77**
RECEIVED DURING THE MONTH	**$6,046.17**
DISBURSED DURING THE MONTH	**$6,334.16**
BALANCE AT THE END OF THE MONTH	**$7,621.78**

Justice of the Peace

Financial Clerk

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

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

JUNE, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 239.97	$ 11.70	$ 222.27
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 970.09	$ 48.51	$ 921.58
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 90.00	$ 4.50	$ 85.50
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,923.12		$ 2,923.12
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,876.04	$ -	$ 1,876.04
Game and Fish - Wildlife	ZGF		STATE	$ 21.84	$ 1.10	$ 20.74
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,618.70	$ 80.94	$ 1,537.76
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 100.55	$ 5.03	$ 95.52
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 2,182.25	$ 109.12	$ 2,073.13
Alternative Dispute Resolution	ZADR		T848-2061	$ 45.83	$ 2.30	$ 43.53
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ 85.50	$ 4.28	$ 81.22
Confidential Address Assessment - Local	ZCAA2			$ 4.50	$ 0.23	$ 4.27
Citizens Clean Elections	ZCEF		T888-2061	$ 1,818.62		$ 1,818.62
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 8,606.36	$ 430.32	$ 8,176.04
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,610.00	$ 80.50	$ 1,529.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 994.35	$ 49.72	$ 944.63
DUI Abatement	ZDUIA		T889-2061	$ 271.01	$ 13.56	$ 257.45
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 343.27	$ 17.17	$ 326.10
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 78.23	$ 3.92	$ 74.31
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 949.08	$ 47.46	$ 901.62
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 16,183.26	$ 809.17	$ 15,374.09
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,270.54	$ 63.53	$ 1,207.01
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 1,006.61	$ 50.34	$ 956.27
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 652.86	$ -	$ 652.86
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 152.66	$ -	$ 152.66
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,218.15	$ -	$ 1,218.15
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 349.51	$ 17.48	$ 332.03
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,616.87	$ -	$ 1,616.87
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 90.00	$ 4.50	$ 85.50
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 126.00	$ -	$ 126.00
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 84.00	$ -	$ 84.00
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 28.18	$ 1.41	$ 26.77
Law Enforcement Boating Safety Fund	ZLEAB			$ -	$ -	$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 402.65	$ 20.14	$ 382.51
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,380.57	$ 119.03	$ 2,261.54
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 1,591.26	$ 79.57	$ 1,511.69
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 198.89	$ 9.95	$ 188.94
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 54.22	$ 2.72	$ 51.50
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 105.88	$ 5.30	$ 100.58
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 581.84	$ 29.10	$ 552.74
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 20.00	$ 1.00	$ 19.00
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14		0953-2061	$ 4.00	$ 0.20	$ 3.80
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 17.54	$ 0.88	$ 16.66
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 3.69	$ 0.19	$ 3.50
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ 0.54	$ 0.03	$ 0.51
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ 8.00	$ 0.40	$ 7.60
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 102.47	$ 5.13	$ 97.34
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 341.29	$ 17.07	$ 324.22
Prison Construction Fund	ZPCOF		T908-2061	$ 4,437.38	$ 221.87	$ 4,215.51
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 65.17	$ 3.26	$ 61.91
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 4,139.95	$ 207.00	$ 3,932.95
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 53.97	$ 2.70	$ 51.27
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 224.05		$ 224.05
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,945.18	$ -	$ 2,945.18
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,963.44	$ -	$ 1,963.44

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

JUNE, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 416.54	$ 20.83	$ 395.71
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA		T957-2061	$ 327.03	$ 16.36	$ 310.67
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	$ 0.64	$ 0.04	$ 0.60
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 8.24	$ 0.42	$ 7.82
TOTALS				$ 67,996.38	$ 2,619.98	$ 65,376.40
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 65,376.40
				TOTAL RESTITUTION RECEIVED		$ 1,540.88
				TOTAL RECEIPTS THIS MONTH		$ 69,537.26

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/1/2015	8857	$ 9,755.66	ARIZONA STATE TREASURER
7/1/2015	8858	$ 58,232.30	GILA COUNTY TREASURER
7/1/2015	8859	$ 0.60	GILA COUNTY SHERIFF D.A.R.E.
7/1/2015	8861	$ 7.82	CITY POLICE SUSPENDED PLATES
		$ 67,996.38	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of JUNE, 2015.

Jesse E. Bolinger
Justice of the Peace

Subscribed and Sworn to before me this 2nd day of July, 2015.

Susan LeMae Williams
Notary Public

My Commission Expires: February 12, 2017

SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

ARF-3257 **Consent Agenda Item 4. L.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: June 2015 and FY 14-15 Annual Report

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe Regional

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Information

Subject

Globe Regional Constable's Office Monthly Report for June 2015 and Annual Report Fiscal Year 14-15.

Suggested Motion

Acknowledgment of the June 2015 monthly activity report and the Annual Fiscal Year 14-15 report submitted by the Globe Regional Constable's Office.

Attachments

June 2015

Fiscal Year 14-15

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: July 1, 2015

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of June 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	**119**
TOTAL MILES FOR MONTH	**1011**

Globe Constable assisted/other: Bailiff in	**1**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
Total Monies Collected for the Month	**$585.80**	
Warrant letters mailed	**46**	

Respectfully submitted,

RUBEN A. MANCHA

GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 7-1-2015

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Accounts FUND # _____

REMITTING AGENCY Globe Regional Constable #321

BILLING PERIOD June 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
T915- -2061	CASH	CESTB Writ Fee	10 00
1005.3321.3405.80	CASH	Service Fee	155 00
	1310		40 00
	9849		80 80
	3330		87 00
	6447		69 00
	1073		40 00
	6148		48 00
	6556		56 00
			585 80

Preparer Signature: Kimberly Buot Title Constable Clerk

Approved Signature: Rik Mahn Title _____

SUMMARY OF DEPOSIT

Currency	165
Coins	
Checks	420 80
Total	585 80

8@20=160
1@5=5
165

TREASURER By _____ Date 7/1/15

ORIGINATING OFFICE

119031

GLOBE REGIONAL CONSTABLE OFFICE				
FEES COLLECTED				
MAY 2015				
DATE	RECEIVED FROM	PROCESS NUMBER CASE NUMBER	AMOUNT	CHECK / MO / CASH
6/1/2015	Darryl Dalley	1506CO001 J0403CV2015-205	87.00	Check
6/1/2015	Regina Labonte	1506CO004 & 003 J0403CV2015-137	40.00	Cash
6/4/2015	Jorge Marin	1506CO027 J0403CV2015-237	40.00	Cash
6/5/2015	Kristy Badilla	1506CO028 J0403CV2015-238	37.00	Cash
6/9/2015	John Perlman	1506CO050 J0403CV2015-251	48.00	Check
6/102015	Michael Langford	1506CO057 GC201500023	40.00	Check
6/4/2015	Collins & Collins	1506CO026 JD201500008	56.00	Check
6/15/2015	Dawn Chase	1506CO070 J0403CV2015-257	48.00	Cash
6/23/2015	William Clemmens	1506CO101	40.00	Check
6/18/2015	Jennings, Haug, Cunnigham	1506CO088 J0403CV2015-191	80.80	Check
6/26/2015	Judith Colvin	1506CO121 J0403CV2015-251	69.00	Check
			$585.80	

Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
Arrest Warrant	46	40	86.96	0	0.00	6	13.04
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	3	1	33.33	2	66.67	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	3	100.00	0	0.00
Letter	1	1	100.00	0	0.00	0	0.00
Notice to Appear; Petition	9	0	0.00	9	100.00	0	0.00
Order of Protection	8	2	25.00	6	75.00	0	0.00
Order to Show Cause	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	3	0	0.00	3	100.00	0	0.00
Subpoena Duces Tecum	24	2	8.33	20	83.33	2	8.33
Summons Forcible Detainer	6	1	16.67	5	83.33	0	0.00
Summons	1	0	0.00	1	100.00	0	0.00
Criminal Summons	8	1	12.50	2	25.00	5	62.50
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Totals	**119**	**48**	**40.34**	**58**	**48.74**	**13**	**10.92**

Report Includes:
All receive dates between `00:01:00 06/01/15` and `23:59:00 06/30/15`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`

Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Alonzo, Darlene

Service Attempt	Attempted By	Served On	Svd?
740 W SULLIVAN ST, Miami	Taylor, R C	M. Flores	YES
Time/Date: 10:40:00 06/10/15			

To Be Served: Armendariz, Patrice R.

Service Attempt	Attempted By	Served On	Svd?
125 W LANE ST, Globe	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 10:30:00 06/16/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Globe	Mancha, R A	[redacted]	YES
Time/Date: 15:35:00 06/05/15			
[redacted], Globe	Mancha, R A	[redacted]	YES
Time/Date: 15:35:00 06/05/15			

To Be Served: Barajas, Denise

Service Attempt	Attempted By	Served On	Svd?
175 N PINE ST, Globe	Taylor, R C	Denise Barajas	YES
Time/Date: 10:50:00 06/09/15			
175 N PINE ST, Globe	Taylor, R C	B. McCreary	YES
Time/Date: 11:20:00 06/23/15			

To Be Served: Berumen, Joshua J.

Service Attempt	Attempted By	Served On	Svd?
125 W LANE ST, Globe	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 10:30:00 06/16/15			

To Be Served: Boyd, Michael

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Mancha, R A	Dispatcher McQuire	YES
Time/Date: 15:07:00 06/08/15			

To Be Served: Brewer, Anthony E. Jr

Service Attempt	Attempted By	Served On	Svd?
5382 Mill Ave, Globe	Mancha, R A	Anthony Brewer	YES
Time/Date: 11:42:00 06/10/15			

To Be Served: Brundrett, Douglas

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Taylor, R C	Beth McCreary	YES
Time/Date: 10:50:00 06/09/15			

To Be Served: Butler, Michael A.

Service Attempt	Attempted By	Served On	Svd?
350 N STAGECOACH TRL; unit 41 minnow cove, Roosevelt	Taylor, R C	Michael Butler	YES
Time/Date: 10:09:00 06/17/15			
41 Minnow Cove, Roosevelt	Taylor, R C		NO
Time/Date: 10:10:00 06/25/15			
1400 E ASH ST, Globe	Mancha, R A		NO
Time/Date: 13:40:00 06/25/15			
1470 N CHERRY AVE, Globe	Mancha, R A	Michael Butler	YES
Time/Date: 13:56:00 06/25/15			

To Be Served: Bysor, Mark A. II

Service Attempt	Attempted By	Served On	Svd?
350 N STAGECOACH TRL; ROOSEVELT RESORT MHP, Roosevelt	Taylor, R C		NO
Time/Date: 11:25:00 06/18/15			

To Be Served: Castaneda, Abraham J.

Service Attempt	Attempted By	Served On	Svd?
175 North Pine Street, Globe	Taylor, R C	B. Bonita	YES

Time/Date: 09:48:00 06/22/15

To Be Served: Castaneda, AJ

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Taylor, R C	B. McCreary	YES

Time/Date: 11:20:00 06/23/15

To Be Served: Champney, Shannon L.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	Shannon Champney	YES

Time/Date: 10:40:00 06/01/15

To Be Served: Charles, Keith E.

Service Attempt	Attempted By	Served On	Svd?
1100 South Street, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:40:00 06/18/15

To Be Served: Digeno, Leonard M.

Service Attempt	Attempted By	Served On	Svd?
187 S PROSPECT AVE, Miami	Taylor, R C	Leonard Michael Digeno	YES

Time/Date: 11:20:00 06/10/15

To Be Served: Dorame, Alex

Service Attempt	Attempted By	Served On	Svd?
305 W SUNSET ST, Miami	Taylor, R C	Posted	YES

Time/Date: 11:40:00 06/01/15

To Be Served: Dybdahl, Lynn M.

Service Attempt	Attempted By	Served On	Svd?
8835 Six Shooter, Globe	Taylor, R C	William Dybdahl	YES

Time/Date: 12:45:00 06/11/15

To Be Served: Dybdahl, William M. III

Service Attempt	Attempted By	Served On	Svd?
8385 S Six Shooter Canyon Rd, Globe	Taylor, R C	William Dybdahl	YES
Time/Date: 12:45:00 06/11/15			

To Be Served: Earven, Steven R.

Service Attempt	Attempted By	Served On	Svd?
1339 S Daybreak Drive/Box 211 Clypl Az, Globe	Taylor, R C	Posted on door	YES
Time/Date: 11:10:00 06/26/15			

To Be Served: Earven, Steven M.

Service Attempt	Attempted By	Served On	Svd?
1339 S Daybreak Dr, Globe	Taylor, R C	Steven Earven	YES
Time/Date: 09:50:00 06/10/15			

To Be Served: Ellsworth, Samantha R.

Service Attempt	Attempted By	Served On	Svd?
1775 N BROAD ST; UNIT 29, Globe	Taylor, R C		NO
Time/Date: 09:55:00 06/22/15			
1775 N BROAD ST; UNIT 29, Globe	Mancha, R A	Samantha Rae Ellsworth	YES
Time/Date: 16:23:00 06/22/15			

To Be Served: Ensworth, Joshua L.

Service Attempt	Attempted By	Served On	Svd?
5611 E Block Ave Spc 18, Globe	Taylor, R C		NO
Time/Date: 10:20:00 06/15/15			
5611 E Block Ave Spc 18, Globe	Taylor, R C		NO
Time/Date: 10:45:00 06/15/15			

To Be Served: Folau, Oulono

Service Attempt	Attempted By	Served On	Svd?
1100 South St, Globe	Taylor, R C	Pat Dodd	YES

Time/Date: 10:10:00 06/04/15

To Be Served: [redacted].

Service Attempt	Attempted By	Served On	Svd?
[redacted], Miami	Taylor, R C	[redacted]	YES

Time/Date: 12:20:00 06/11/15

To Be Served: Gamboa, Tom

Service Attempt	Attempted By	Served On	Svd?
DPS Hwy 60/77, Globe	Taylor, R C	M. Sneezy	YES

Time/Date: 09:40:00 06/02/15

To Be Served: Garcia, Patsy J.

Service Attempt	Attempted By	Served On	Svd?
1700 E ASH ST; TACO BELL, Globe	Taylor, R C	Patsy Jo Garcia	YES

Time/Date: 12:05:00 06/23/15

To Be Served: Garcia De Velarde, Maria S.

Service Attempt	Attempted By	Served On	Svd?
304 N BROAD ST; La Luz Del Dia Bakery, Globe	Taylor, R C	Maria Garcia De Velarde	YES

Time/Date: 10:30:00 06/04/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted] Globe	Taylor, R C	[redacted]	YES

Time/Date: 11:45:00 06/11/15

To Be Served: Gilmore, Heather D.

Service Attempt	Attempted By	Served On	Svd?
5407 E PINAL CANYON DR, Globe	Mancha, R A	Heather Gilmore	YES

Time/Date: 12:10:00 06/05/15

To Be Served: Gilmore, Olga R.

Service Attempt	Attempted By	Served On	Svd?
904 N Side, Globe	Taylor, R C	Olga Gilmore	YES
Time/Date: 10:35:00 06/02/15			
904 N Side, Globe	Taylor, R C	Olga Gilmore	YES
Time/Date: 11:45:00 06/11/15			

To Be Served: Hamlet, Todd L.

Service Attempt	Attempted By	Served On	Svd?
4414 E BROADWAY, Claypool	Taylor, R C	Todd Hamlet	YES
Time/Date: 12:00:00 06/09/15			
4414 E BROADWAY, Claypool	Taylor, R C	Todd Hamlet	YES
Time/Date: 12:01:00 06/09/15			

To Be Served: Hernandez, Paula D.

Service Attempt	Attempted By	Served On	Svd?
164 S Reppy, Miami	Taylor, R C		NO
Time/Date: 09:30:00 06/09/15			
164 S Reppy, Miami	Taylor, R C		NO
Time/Date: 11:10:00 06/10/15			
164 S Reppy, Miami	Taylor, R C		NO
Time/Date: 13:40:00 06/15/15			
164 S Reppy, Miami	Taylor, R C		NO
Time/Date: 10:10:00 06/22/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Globe	Taylor, R C	[redacted]	YES
Time/Date: 15:15:00 06/03/15			

To Be Served: Marin, Andrew S.

Service Attempt	Attempted By	Served On	Svd?
7496 Weaver Circle, Globe	Taylor, R C		NO
Time/Date: 12:30:00 06/04/15			

To Be Served: Martinez, Silvestre L.

Service Attempt	Attempted By	Served On	Svd?
259 E APACHE ST, Globe	Taylor, R C		NO
Time/Date: 10:30:00 06/11/15			

To Be Served: Maunder, Justin

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Taylor, R C	B. Bonita	YES
Time/Date: 09:48:00 06/22/15			
Globe PD 175 N Pine St, Globe	Taylor, R C	B. McCreary	YES
Time/Date: 11:20:00 06/23/15			

To Be Served: McCoy, Carl

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:40:00 06/18/15			

To Be Served: McGroarty, Chris

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:40:00 06/18/15			

To Be Served: Medina, Staci

Service Attempt	Attempted By	Served On	Svd?
5915 S NELL DR, Globe	Taylor, R C	Staci Medina	YES
Time/Date: 10:20:00 06/08/15			
5915 S NELL DR, Globe	Mancha, R A		NO
Time/Date: 14:35:00 06/10/15			
5915 S NELL DR, Globe	Mancha, R A		NO
Time/Date: 16:52:00 06/10/15			
5915 S NELL DR, Globe	Mancha, R A	Staci Medina	YES
Time/Date: 08:39:00 06/11/15			

To Be Served: Mendoza, Joshua R.

Service Attempt	Attempted By	Served On	Svd?
541 W HACKNEY AVE; UNIT 24, Globe	Taylor, R C		NO
Time/Date: 10:25:00 06/26/15			
541 W HACKNEY AVE; UNIT 24, Globe	Taylor, R C	Joshua Robert Mendoza	YES
Time/Date: 11:55:00 06/26/15			

To Be Served: Morris, Jerry M.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	Jerry Morris	YES
Time/Date: 13:20:00 06/04/15			

To Be Served: Ortiz, Christina M.

Service Attempt	Attempted By	Served On	Svd?
1229 E CRESTWOOD DR, Globe	Mancha, R A	Christina Ortiz	YES
Time/Date: 13:45:00 06/08/15			

To Be Served: Pazzi, Nicholas A.

Service Attempt	Attempted By	Served On	Svd?
500 Boston, Globe	Taylor, R C		NO
Time/Date: 10:20:00 06/15/15			
1145 E CEDAR ST, Globe	Taylor, R C		NO
Time/Date: 10:50:00 06/15/15			

To Be Served: Pearsall, Amanda M.

Service Attempt	Attempted By	Served On	Svd?
1408 E. Birch St., Globe	Taylor, R C		NO
Time/Date: 10:15:00 06/03/15			
1408 E. Birch St., Globe	Taylor, R C		NO
Time/Date: 10:15:00 06/03/15			
1408 E. Birch St., Globe	Taylor, R C	Amanda Pearsall	YES
Time/Date: 10:30:00 06/03/15			

1408 E. Birch St., Globe	Taylor, R C	Amanda Pearsall	YES

Time/Date: 10:30:00 06/03/15

To Be Served: Peru, Phillip L. SR

Service Attempt	Attempted By	Served On	Svd?
953 S LINDA VISTA DR, Globe	Taylor, R C	Posted & Certified Mailed	YES

Time/Date: 10:05:00 06/02/15

To Be Served: Prater, Noreen

Service Attempt	Attempted By	Served On	Svd?
1100 South St, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:40:00 06/18/15

To Be Served: Ramirez, Guadalupe P.

Service Attempt	Attempted By	Served On	Svd?
348 S DEVEREAUX ST, Globe	Taylor, R C		NO

Time/Date: 09:50:00 06/11/15

To Be Served: Rivera, BB

Service Attempt	Attempted By	Served On	Svd?
Copper Canyon Ranches, Globe	Taylor, R C	BB Rivera	YES

Time/Date: 12:20:00 06/11/15

To Be Served: Roberts, Kevin

Service Attempt	Attempted By	Served On	Svd?
1100 South Street, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:40:00 06/18/15

To Be Served: Rodriguez, Gabriel J.

Service Attempt	Attempted By	Served On	Svd?
816 S Highland DR, Globe	Taylor, R C	Gabriel Rodriguez	YES

Time/Date: 09:35:00 06/25/15

To Be Served: Rubalcava, Celina M.

Service Attempt	Attempted By	Served On	Svd?
164 S REPPY AVE, Miami	Taylor, R C	Celina Rubalcava	YES
Time/Date: 11:25:00 06/09/15			

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Globe	Taylor, R C	[redacted]	YES
Time/Date: 12:55:00 06/02/15			

To Be Served: Tarango, Arthur

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST; Gila County Jail, Globe	Taylor, R C	Arthur Tarango	YES
Time/Date: 12:00:00 06/10/15			

To Be Served: Trujillo, Frank R.

Service Attempt	Attempted By	Served On	Svd?
1730 E Ash, Globe	Mancha, R A	Frank Trujillo	YES
Time/Date: 12:10:00 06/07/15			
1730 E Ash, Globe	Taylor, R C		NO
Time/Date: 11:20:00 06/16/15			
1730 E Ash, Globe	Taylor, R C		NO
Time/Date: 11:20:00 06/16/15			
1730 E Ash, Globe	Taylor, R C	Frank Trujillo	YES
Time/Date: 12:10:00 06/16/15			
1730 E Ash, Globe	Mancha, R	Frank Trujillo	YES
Time/Date: 12:10:00 06/17/15			

To Be Served: Tucker, Malorie R.

Service Attempt	Attempted By	Served On	Svd?
264 N. Davis Canyon, Miami	Taylor, R C		NO
Time/Date: 10:58:00 06/08/15			
264 N. Davis Canyon, Miami	Taylor, R C		NO
Time/Date: 10:58:00 06/08/15			

264 N. Davis Canyon, Miami	Taylor, R C		NO
Time/Date: 10:58:00 06/08/15			
264 N. Davis Canyon, Miami	Taylor, R C		NO
Time/Date: 10:58:00 06/08/15			
264 N. Davis Canyon, Miami	Taylor, R C		NO
Time/Date: 10:58:00 06/09/15			

To Be Served: Vasquez, Enrique

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Mancha, R A	Mario Sanchez - Sanchez	YES
Time/Date: 15:20:00 06/04/15			

To Be Served: Velasquez, Angel P.

Service Attempt	Attempted By	Served On	Svd?
5687 Burnham, Globe	Taylor, R C	Angel Velasquez	YES
Time/Date: 10:55:00 06/02/15			

To Be Served: Velasquez, April M.

Service Attempt	Attempted By	Served On	Svd?
5687 S BURNHAM ST, Globe	Taylor, R C	April Velasquez	YES
Time/Date: 10:55:00 06/02/15			

To Be Served: Wilson, Michael A.

Service Attempt	Attempted By	Served On	Svd?
1400 E ASH ST, Globe	Mancha, R A	Michael Wilson	YES
Time/Date: 09:30:00 06/25/15			

To Be Served: Wolford, Denise M.

Service Attempt	Attempted By	Served On	Svd?
3800 S COOLEY RANCH RD, Winkelman	Mancha, R A		NO
Time/Date: 10:35:00 06/18/15			
3800 S COOLEY RANCH RD, Winkelman	Mancha, R A		NO
Time/Date: 12:41:00 06/19/15			

1400 E ASH ST, Globe	Mancha, R A		NO
Time/Date: 11:53:00 06/22/15			
5 U.S. 70, San Carlos	Mancha, R A	Denise Wolford	YES
Time/Date: 16:06:00 06/22/15			

To Be Served: Worley, Mika A.

Service Attempt	Attempted By	Served On	Svd?
220 W WESTRIDGE DR, Globe	Taylor, R C	Mika Worley	YES
Time/Date: 13:00:00 06/08/15			

Report Includes:
All dates between `00:01:00 06/01/15` and `23:59:00 06/30/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE

FISCAL YEAR JULY 1, 2014 THRU JUNE 30, 2015

Date	Monies Collected	Mileage (Constable)	Mileage Dep. Const.	Jury Trials / Baliff for Court Hearings	Total Services	Warrant Letters Mailed
Jul. 14	$534.40	934	0	0	112	0
Aug. 14	$284.00	204	0	0	43	0
Sep. 14	$263.00	266	0	0	51	0
Oct. 14	$202.00	203	0	0	44	0
Nov. 14	$183.00	195	0	0	21	0
Dec. 14	$399.00	125	370	0	44	0
Jan. 15	$690.80	350	475	1	61	1
Feb. 15	$535.20	121	634	2	93	29
Mar. 15	$876.95	314	682	2	101	18
Apr. 15	$552.00	549	509	2	123	37
May. 15	$527.00	396	706	0	150	50
Jun. 15	$585.80	399	612	1	119	46
Totals	$5,633.15	4056	3988	8	962	181

Above is the yearly totals for 7/1/14 thru 6/30/15 for the Globe Regional Constable Office

ARF-3278 **Consent Agenda Item 4. M.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: June 2015

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region, Justice Court-Payson Regional

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Information

Subject

Payson Regional Justice of the Peace's Office monthly report for June 2015.

Suggested Motion

Acknowledgment of the June 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Monthly Report June 2015

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JUNE, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 77.76	$ 3.89	$ 73.87
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	$ 44.96		$ 44.96
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 35.32	$ 1.78	$ 33.84
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 1.88	$ 0.09	$ 1.79
Citizens Clean Elections	ZCEF	0838000-000-000-2061-00	T888-2061	$ 1,137.15		$ 1,137.15
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 5,343.91	$ 267.20	$ 5,076.71
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	$ 2,170.00	$ 108.50	$ 2,061.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 647.28	$ 32.36	$ 614.92
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 581.74	$ 29.09	$ 552.65
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	$ 1,625.90	$ 81.30	$ 1,544.60
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 9,695.72	$ 484.79	$ 9,210.93
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 795.81	$ 39.79	$ 756.02
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 110.37	$ 5.52	$ 104.85
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 412.09	$ 20.60	$ 391.49
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004815	$ 304.36		$ 304.36
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 258.66	$ 12.93	$ 245.73
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 565.24		$ 565.24
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 592.45	$ 29.62	$ 562.83
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 1,649.16		$ 1,649.16
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 690.49	$ 34.52	$ 655.97
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,478.09	$ 73.90	$ 1,404.19
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 977.57	$ 48.88	$ 928.69
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 122.24	$ 6.11	$ 116.13
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 11.76	$ 0.59	$ 11.19
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 85.56	$ 4.28	$ 81.28
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 378.91	$ 18.95	$ 359.96
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 4.91	$ 0.25	$ 4.66
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ 0.43	$ 0.02	$ 0.41
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 7.16	$ 0.36	$ 6.80
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 20.27	$ 1.01	$ 19.26
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ 30.00	$ 1.50	$ 28.50
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 65.47	$ 3.27	$ 62.20
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 2,495.85	$ 124.79	$ 2,371.06
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ 14.93	$ 0.75	$ 14.18
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 1,359.66	$ 67.98	$ 1,291.68
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X15201301004777	$ 1,004.76		$ 1,004.76
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 669.84		$ 669.84
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA			$ 205.28	$ 10.26	$ 195.02
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 133.48	$ 6.67	$ 126.81
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 715.15	$ 35.76	$ 679.39
DUI Abatement	ZDUIA		STATE	$ 250.00	$ 12.50	$ 237.50
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 37.50	$ 1.88	$ 35.62
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,169.83		$ 1,169.83
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 612.91		$ 612.91
Game and Fish - Wildlife	ZGF		STATE	$ 69.91	$ 3.50	$ 66.41
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 948.91	$ 47.45	$ 901.46
Registrar of Contractors	ZRCA		STATE	$ 107.36	$ 5.37	$ 101.99
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 230.43	$ 11.52	$ 218.91
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 50.00		$ 50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 337.94	$ 16.90	$ 321.04
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 41.62	$ 2.08	$ 39.54
TOTALS				$ 40,378.34	$ 1,658.51	$ 38,719.83
					TOTAL ADJUSTED BALANCE VERIFICATION	$ 38,719.83

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/2/15	5414	$ 35,816.93	GILA COUNTY TREASURER
	5415	$ 4,150.83	ARIZONA STATE TREASURER
	5416	$ 50.00	GILA COUNTY BAD CHECK PROGRAM
	5417	$ 321.04	SHERIFF SUSPENDED PLATES AND HURF
	5418	$ 39.54	CITY POLICE SUSPENDED PLATES AND HURF
		$ 40,378.34	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JUNE, 2015.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: June 2015

CRIMINAL TRAFFIC	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	**115**	**4**	**152**	**271**
Filed	**22**	**0**	**45**	**67**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**137**	**4**	**197**	**338**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**17**	**1**	**21**	**39**
TOTAL TERMINATIONS	**17**	**1**	**21**	**39**
Statistical Correction	0	0	0	**0**
Pending End of Month	**120**	**3**	**176**	**299**

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

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
204	11	0	**215**	**0**	**3**	**3**	0	**212**

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

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

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Default Judg-ment	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
395	255	0	650	0	11	206	217	0	433

Civil Traffic Hearings Held: **1**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	**56**	Trans In	**0**	**TOTAL**	**56**

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LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: June 2015

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	577	60	0	637	3	59	62	*0*	575
Failure to Appear (Non-Traffic)	47	0	0	47	0	0	0	*0*	47
TOTAL	624	60	0	684	3	59	62	0	622

TRIALS HELD

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

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
35	7	0	42	0	10	10	0	32

Felony Preliminary Hearings Held: 0 Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 155

LOCAL NON-CRIMINAL ORDINANCES

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

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: June 2015

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	**56**	**22**	**234**	**312**
Filed	**5**	**10**	**33**	**48**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**61**	**32**	**267**	**360**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**2**	**6**	**14**	**22**
TOTAL TERMINATIONS	**2**	**6**	**14**	**22**
Statistical Correction	0	0	0	**0**
Pending End of Month	**59**	**26**	**253**	**338**

Small Claims Hearings Held/Defaults: **3**

Civil Court Trials Held: **7**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0**

Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	**21**	**19**	**2**	**21**
Harassment	**13**	**10**	**2**	**12**

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

Order of Protection: **8**

Injunction Against: **7**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0**

Fugitive Complaints Filed: **0**

Juvenile Hearings Held: **0**

Search Warrants Issued: **7**

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LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: June 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	131
Serious Violations	4
All Other Violations	414
TRAFFIC TOTAL	**549**

CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	531
CRIMINAL TOTAL	**569**

MAIL BY THE 20TH WORKING DAY OF MONTH:

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

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

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little

Name of Preparer

7-15-15

Date of Preparation

Printed: 07/15/15 07:48:17AM

ARF-3230 **Consent Agenda Item 4. N.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: 07/07/15, 07/14/15, 07/21/15 and 07/18/15

Submitted For: Erica Raymond, Human Resources Assistant

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources Department

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Information

Subject

Human Resources reports for the weeks of July 7, 2015, July 14, 2015, July 21, 2015, and July 18, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of July 7, 2015, July 14, 2015, July 21, 2015, and July 18, 2015.

Attachments

HR Summary Report

07/07/15 Human Resources Report

07/14/15 Human Resources Report

07/21/15 Human Resources Report

07/28/15 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
DEPARTURES	**95**	8	18	7	12	11	20	19					
NEW HIRES REGULAR STATUS	**58**	9	9	8	9	2	8	13					
NEW HIRES TEMPORARY STATUS	**16**	3	2	2	4	0	4	1					
NEW VOLUNTEERS	**0**	0	0	0	0	0	0	0					
DEPARTMENTAL TRANSFERS	**32**	6	4	4	4	3	3	8					
END PROBATIONARY PERIOD	**41**	2	2	10	5	8	8	6					
OTHER ACTIONS	**48**	11	2	1	10	5	9	10					
REQUEST TO POST	**71**	7	14	5	9	5	18	13					
Total Transactions	**361**	**46**	**51**	**37**	**53**	**34**	**70**	**70**	**0**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
JULY 7, 2015

DEPARTURES:

1. Delia Ronquillo – Community Services – Administrative Clerk Senior – 06/30/15 – Workforce Investment Act Fund – DOH 12/02/13
2. Penny Miller – Community Services – Career and Employment Specialist – 06/30/15 – Workforce Investment Act Fund – DOH 05/10/12
3. Melvina Takala-Griffin – Community Services - Administrative Clerk Senior – 06/30/15 – Workforce Investment Act Fund – DOH 01/10/11
4. Christina Throop – Community Services – WIA Program Manager – 06/30/15 – Workforce Investment Act Fund – DOH 10/04/99
5. Pamela Beerens – Library Districts – Public Services Librarian – 08/07/15 – Library District Grants(.30)/Library Assistance(.70) Funds – DOH 04/28/14

NEW HIRES:

6. Megan Winters – Probation – Administrative Clerk Senior – 07/13/15 – Diversion Consequences(.20)/General(.80) Funds – Replacing Heather Lutye
7. Dennis Roupe Jr – Sheriff's Office – Detention Officer – 07/20/15 – General Fund – Replacing Richard Taylor
8. Chastity Van Buskirk – Clerk of Superior Court – Associate Jury Commissioner – 07/13/15 – General Fund – Replacing Debra Williams

END PROBATIONARY PERIOD:

9. Barbara Romero – Probation – Administrative Clerk Senior – 07/21/15 – State Aid Enhancement Fund

DEPARTMENTAL TRANSFERS:

10. Amy Farley – Probation – Deputy Probation Officer 1 – 07/01/15 - From Juvenile Standards Probation Fund – To Diversion Intake Fund – Replacing John Park
11. Antonella Campos – Public Fiduciary – From Finance Specialist – To Public Fiduciary Services Specialist – 07/13/15 – General Fund – Replacing Christopher Mooney

OTHER ACTIONS:

12. Cynthia Romance – Probation – From Probation Manager – To Deputy Probation Officer IV/Juvenile Manager – 07/13/15 – Diversion Intake Fund - Change in title
13. Heather Boyer - Probation – From Probation Manager – To Deputy Probation Officer IV/Adult Manager – 07/13/15 – Diversion Intake Fund - Change in title

REQUEST TO POST:

14. Library District – Public Services Librarian – Vacated by Pamela Beerens
15. Sheriff's Office – Civil Clerk – Vacated by Patricia Dodd
16. Information Technology – IT Support Specialist
17. Health and Emergency Services – Community Health Specialist – Vacated by Leslie Mora

HUMAN RESOURCES ACTION ITEMS
JULY 14, 2015

DEPARTURES:

1. Steven McGill – Public Works – Rural Addressing Analyst – 07/24/15 – General Fund – DOH 09/30/13
2. Daniel Sterling – Public Works – Automotive Mechanic – 07/31/15 – Public Works Fund – DOH 06/23/14
3. Anthony Dosela Jr. – Probation – Juvenile Detention Officer – 07/06/15 – General Fund – DOH 06/29/15
4. Arthur Power IV – Public Works – Building Maintenance Technician – 08/06/15 – Facilities Management Fund – DOH 09/15/14
5. Patricia Freeman – Community Services – Temporary WEX Participant – 06/30/15 – Workforce Investment Act Programs Fund – DOH 03/16/15
6. Myrna Valentine – Community Services – Temporary WEX Participant – 06/30/15 – Workforce Investment Act Programs Fund – DOH 10/27/14

NEW HIRES:

7. Michael Scannell – Board of Supervisors – Deputy County Manager – 07/27/15 – General Fund – Replacing John Nelson
8. Anna Rippy – Payson Regional Justice Court – Justice Court Clerk Associate – 07/27/15 – General Fund – Replacing Amy Wacker

END PROBATIONARY PERIOD:

9. Jared Fergason – Assessor's Office – CAMA Program Administrator – 07/05/15 – General Fund

DEPARTMENTAL TRANSFERS:

10. Shealene Stidham – Recorder's Office – From Recorder's Clerk Senior – To Voter Registration Coordinator – 07/13/15 – General Fund – Replacing Cecelia Gonzales

OTHER ACTIONS:

11. Wayne Morgan – Assessor's Office – Property Appraiser 1 – 07/20/15 – General Fund – Extending probationary period an additional three months
12. Megan Winters – Probation – Administrative Clerk Senior – 07/20/15 – Diversion Consequences(.20)/General(.80) Funds – Revising date of hire from 07/13/15 to 07/20/15

REQUEST TO POST:

13. Public Works – Automotive Mechanic – Vacated by Daniel Sterling
14. Public Works – Building Maintenance Technician – Vacated by Arthur Power IV
15. Community Services – Administrative Clerk Senior – Vacated by Lydia Morales
16. Public Works – Rural Addressing Analyst – Vacated by Steven McGill
17. Public Fiduciary – Public Fiduciary Finance Specialist – Vacated by Antonella Campos

HUMAN RESOURCES ACTION ITEMS
JULY 21, 2015

DEPARTURES:

1. Juanita Martinez – Library District – Temporary Early Literacy Community Liaison – 06/30/15 – Library District Grants Fund – DOH 07/30/14
2. Carolyn Haro – Library District – Temporary Early Literacy Community Liaison – 06/30/15 – Library District Grants Fund – DOH 07/28/14
3. Robin Holt – Library District – Temporary Early Literacy Community Liaison – 06/30/15 – Library District Grants Fund – DOH 08/06/12
4. David Kell – Sheriff's Office – Detention Officer Sgt. – 07/21/15 – General Fund – DOH 11/12/07

NEW HIRES:

5. Bryan Whitney – Health and Emergency Services – From Temporary Public Health Emergency Preparedness Planner – To Emergency Communications Coordinator – 07/20/15 – From Bio Terrorism Fund – To General Fund – New position
6. Anthony Martinez – Sheriff's Office – 911 Dispatcher – 07/27/15 – General Fund – New position
7. Christopher Mathews – Sheriff's Office - 911 Dispatcher – 07/27/15 – General Fund – New position
8. Wayne Sukosky – Sheriff's Office – 911 Dispatcher – 07/27/15 – General Fund – New position

END PROBATIONARY PERIOD:

9. Matthew Greve – County Attorney's Office – Deputy County Attorney – 08/02/15 – General Fund
10. Carol Tanner – Health and Emergency Services – Medical Case Manager – 07/26/15 – HIV Consortium Fund
11. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 07/26/15 – Health Service Fund

DEPARTMENTAL TRANSFERS:

12. Steven Sanders – Public Works – From Acting Director of Public Works – To Director of Public Works – 07/13/15 – Public Works Fund – Replacing Steve Stratton
13. Susan Pontel – Assessor's Office – From Mapping Technician – To Cartography GIS Analyst – 07/27/15 – General Fund – Replacing Judy Esteves

OTHER ACTIONS:

14. Bradley Allison – Library District – Temporary Early Literacy Community Liaison – 07/01/15 – Library District Grants Fund – Grant extended through 06/30/16
15. Stephanie Dean – Library District – Temporary Early Literacy Community Liaison – 07/01/15 – Library District Grants Fund – Grant extended through 06/30/16
16. Candelaria Brown – Library District – Temporary Early Literacy Program Coordinator – 07/01/15 – Library District Grants Fund – Grant extended through 06/30/16
17. Paula Horn – Health and Emergency Services – Deputy Director of Health – 07/01/15 – Various Funds – Change in fund codes
18. Jessica Moul – Health and Emergency Services – Administrative Clerk Senior – 07/01/15 – Health Service Fund – Change in fund codes

HUMAN RESOURCES ACTION ITEMS
JULY 28, 2015

DEPARTURES:

1. Jack Mathews – Sheriff's Office – Detention Officer – 07/20/15 – General Fund – DOH 05/09/05
2. Lauren Ramirez – County Attorney's Office – Deputy County Attorney Senior – 08/14/15 – General Fund – DOH 05/06/13
3. Antoinette Gonzales – Public Works – Custodian – 07/31/15 – Facilities Management Fund – DOH 05/01/08
4. Candelaria Brown – Library District – Temporary Early Literacy Program Coordinator – 07/16/15 – Library District Grants Fund – DOH 04/20/15

NEW HIRES:

5. Dylan Richardson – Sheriff's Office – 911 Dispatcher – 08/03/15 – General Fund – Replacing Gabrielle Lininger
6. Vanessa Bryce – Sheriff's Office – 911 Dispatcher – 08/03/15 – General Fund – Replacing Annamaria Schutter
7. Griselda Ruiz – Globe Regional Justice Court – Justice Court Clerk – 08/10/15 – General Fund – Replacing Shayla Rincon
8. Jeannette Castillo – Globe Regional Justice Court – Justice Court Clerk Associate (.60) – 08/03/15 – General Fund – Replacing Miriam Jones

TEMPORARY HIRES TO COUNTY SERVICES:

9. Briana Goss – Sheriff's Office – Temporary Accounting Clerk Specialist – 07/29/15 – General Fund – Replacing Ashlie Enfield-Goss

END PROBATIONARY PERIOD:

10. Mark Brooks – Public Works – Lube Specialist – 08/10/15 – Public Works Fund

DEPARTMENTAL TRANSFERS:

11. Lisa Modglin – From Sheriff's Office(.50)/Information Technology(.50) – To Information Technology – IT Support Specialist – 08/03/15 – General Fund
12. Jefferson Dalton – County Attorney's Office – From Deputy County Attorney Principal – To Civil Bureau Chief – 08/31/15 – General Fund – Replacing Bryan Chambers
13. Travis Shields – County Attorney's Office – Deputy County Attorney – 08/31/15 – General Fund – Replacing Jefferson Dalton

OTHER ACTIONS:

14. Joshua Beck – Health and Emergency Services – Emergency Management/Public Health Emergency Preparedness Manager – 07/01/15 – From Bio Terrorism Program(.60)/General(.40) Funds – To Bio Terrorism Program(.50)/General(.50) Funds – Change in fund codes

REQUEST TO POST:

15. Public Works – Custodian – Vacated by Antoinette Gonzales
16. Library District – Temporary Early Literacy Program Coordinator – Vacated by Candelaria Brown
17. County Attorney's Office – Deputy County Attorney Senior – Vacated by Lauren Ramirez
18. County Attorney's Office – Deputy County Attorney Principal – Vacated by Travis Shields

ARF-3280 **Consent Agenda Item 4. O.**

Regular BOS Meeting

Meeting Date: 08/04/2015

Reporting Period: July 17, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Week Ending 7-17-15.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the week of July 13, 2015, through July 17, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Week Ending 7-17-15

Amendment No. 2-Superior Cleaning Equipment

Amendment No. 2-Rim Communications

Support & Maintenance Agreement 38204CONSVR-HOV Services

Amendment No. 3-Globe Exterminators

Service Agreement No. 051815-Cintas Fire Protection

Service Agreement No. 050415-Cintas Fire Protection

Amendment No. 3 to Service Agreement No. 042312-Sun Devil Fire

Authorization to utilize City of Avondale Contract No. 13412-Stanley Security

Authorization to utilize City of Avondale Contract No. 13412-Stanley Security

Authorization to utilize State contract-Creative Communications

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COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

July 13, 2015 thru July 17, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Superior Cleaning Equipment, Inc.	Amendment No. 2 to Services Agreement No. 073113 Preventive Maintenance Service for Pressure Washers	$1,500.00	7-1-15 to 6-30-16	7-15-15	Expires	**Amendment No. 2** will serve to extend the contract from July 01, 2015 to June 30, 2016. The contract provides preventive maintenance service for the pressure washer in Globe, AZ.
105.340.RC/4-2011 Rim Communications	Amendment No. 2 to Lease Agreement No. 1005.340.RC/4-2011 Site Lease Five Mile Hill Radio Equipment	$13,687.34	07-01-15 to 06-30-16	7-15-15	Expires	**Amendment No. 2** will serve to extend the term of the contract from July 01, 2015 to June 30, 2016. Rim Communications provides our monthly site rental for the Five Mile Hill radio equipment.
38204CONSVR HOV Services	Support & Maintenance Agreement for equipment in the Recorder's Office	$1,015.00	07-21-15 to 07-19-16	7-15-15	Expires	Support and maintenance agreement for the Minolta RP605Z, Minolta RFC11 Roll Film Carrier, Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.
121014 Globe Exterminators	Amendment No. 3 to Service Agreement No. 121014 Pest Control Service for Southern Gila County Gila County Facilities	Increase original contract amount by $475.00 for a new total contract amount of $9,655.00	02-18-15 to 02-17-16	7-15-15	Option to renew for two additional one year periods	**Amendment No. 3** will serve to increase the contract amount by $475.00, to cover costs of bee removal already incurred and to leave funding available for approximately two additional bee removal situations, or other pest removal situations not covered by regularly scheduled services.

July 13, 2015 thru July 17, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
051815 Cintas Fire Protection	Service Agreement No. 051815 Fire Extinguisher Inspection and Service Northern Gila County	$2,000.00	7-01-15 to 6-30-16	7-15-15	Option to renew for two additional one year periods	Contractor to provide fire equipment protection inspections and service on an annual and as needed basis for approximately 95 extinguishers in various locations in Northern Gila County.
050415 Cintas Fire Protection	Service Agreement No. 050415 Fire Extinguisher Inspections and Service Southern Gila County	$4,000.00	7-01-15 to 6-30-16	7-15-15	Option to renew for two additional one year periods	Contractor to provide fire equipment protection inspections and service on an annual and as needed basis for approximately 255 extinguishers in various locations in Southern Gila County.
042312 Sun Devil Fire Equipment	Amendment No. 3 to Service Agreement No. 042312 Sun Devil Fire Equipment Inc., a Cintas Fire Protection Company, Fire Extinguisher Inspections Southern Gila County	Increase original contract amount by $642.48 for a new total contract amount of $4,142.48	5-1-14 to 4-30-15	7-15-15	Expires	**Amendment No. 3** has been issued to increase the contract amount by an additional $642.48 due to the purchase of fire extinguishers to replace those that tested as defective and were unable to be repaired, or to purchase new ones due to ACIP requests. Purchased fire extinguishers were purchased prior to contract expiration date of 04-30-15, but were not billed by Sun Devil Fire until June 2015.
13412 Stanley Security Solutions	Authorization to utilize City of Avondale Contract No. 13412	Not to exceed $1,787.06	Expires 30 days from date of Purchase Order	7-15-15	Expires	This is for the front door to the Payson Dispatch/Detention to replace existing card reader with a keypad/card reader. Program and test to ensure 100% online to work with either credential. This will allow other Agencies to use the keypad code to access the building after hours or when Dispatch is too busy to let them in through the door.

July 13, 2015 thru July 17, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security Solutions	Authorization to utilize City of Avondale Contract No. 13412	Not to exceed $1,441.30	Expires 30 days from date of Purchase Order	7-15-15	Expires	A new security exit device is needed that will allow anyone on the inside of the secure area, to open the vehicle gate to allow emergency vehicles and equipment into the gated area. The new device will eliminate the need to fine someone with the proper access to allow emergency entrance.
ADSPO13-056086 Creative Communications	Authorization to utilize State Contract No. ADSP013-056086	$3,413.43	Expires 30 days from date of Purchase Order	7-15-15	Expires	The office of Emergency Management employs a communications system that receives emergency alert messages wirelessly from the National Weather Service and retransmits the message from the Signal Peak tower site to citizens of Gila County. This method of delivery of emergency messages provides citizens with life-saving information. The transmit antenna at the Signal Peak tower site was found to be damaged and in need of replacement.

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 073113

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

SERVICE AGREEMENT NO. 073113
PREVENTIVE MAINTENANCE SERVICE FOR PRESSURE WASHERS
SUPERIOR CLEANING EQUIPMENT, INC.

Effective August 21, 2013, Gila County and Superior Cleaning Equipment, Inc. entered into a contract whereby Superior Cleaning Equipment, Inc. agreed to provide preventive maintenance service for the pressure washer, in Globe, Arizona.

Amendment No. 1 to Service Agreement 073113 was executed on October 7, 2014 to extend the term of the contract for one additional year from July 1, 2014 to June 30, 2015. Amendment No. 1 also increased the contract amount from Eight Hundred dollars and no/100's ($800.00) to One Thousand Five Hundred dollars and no/100's ($1,500.00), to add service and repair.

The contract expires on June 30, 2015. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, for a contract amount of not to exceed One Thousand Five Hundred dollars and no/100's ($1,500.00), without prior written approval from the County.

Amendment No. 2 to Service Agreement No. 073113 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year from July 1, 2015 to June 30, 2016.

All other terms and conditions of the original agreement, including previously executed Amendments, shall remain the same and apply during the July 1, 2015 to June 30, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of July, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 7/15/15

SUPERIOR CLEANING EQUIPMENT, INC.:

Signature

Lou Ann Rickett

Print Name

AMENDMENT NO. 2 to LEASE AGREEMENT 1005.340.RC/4-2011

The following amendments are hereby incorporated into the agreement for the below project

GILA COUNTY
AND
RIM COMMUNICATIONS
SITE LEASE
FIVE MILE HILL RADIO EQUIPMENT

Effective July 1, 2011, Gila County and Rim Communications entered into a Lease Agreement whereby Gila County is leasing the Five Mile Communications Site, Strawberry, AZ.

Amendment No. 1 to Lease Agreement No. 1005.340.RC/4-2011 was executed on September 02, 2014 extending the term of Lease Agreement No. 1005.340.RC/4-2011 for an additional one (1) year term, from July 1, 2014 to June 30, 2015.

Lease Agreement No. 1005.340.RC/4-2011 expires on June 30, 2015. Per Item #3 of the Site Lease Agreement, upon agreement of both parties, the lease may be extended for two (2) additional one (1) year terms.

Amendment No. 2 to Lease Agreement No. 1005.340.RC/4-2011 will exercise the option to renew the term of the Lease Agreement for one (1) one (1) year term, from July 1, 2015 to June 30, 2016. Total annual compensation shall not exceed Thirteen Thousand, Six Hundred Eighty-Seven dollars and 34/100's ($13,687.34).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2015 to June 30, 2016 renewal period.

IN WITNESS WHEREOF. two (2) identical counterparts of this amendment. each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of July ,2015.

GILA COUNTY

Don E. McDaniel Jr.., County Manager

RIM COMMUNICATIONS

Signature

Print Name Steve Bingham

HOV Services
Exceed Expectations
LASON SYSTEMS INC

Support and Maintenance Agreement

6/17/2015

Installation Location

GILA COUNTY
RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

SADIE JO BINGHAM 928 402 8740

Description

Agreement #: 38204CONSVR
Type: Premium Hardware
Amount: $1,015.00
Effective: 7/21/2015 through 7/19/2016
Payment Terms: Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description	LASON Tag #	Serial #
Minolta RP605Z	3566-18040	369227
MINOLTA RFC11 ROLL FILM CARRIER		2197
MINOLTA FC5 FICHE CARRIER		615617

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511
ATTACHMENT "A" TO SERVICE AGREEMENT NO. 38204CONSVR, BY MENTION MADE A BINDING PART OF THIS AGREEMENT .

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: _____

P.O. Date: _____

Signature: [signature]

Date: 7/15/15

Printed Name: DON E. MCDANIEL, JR.

Title: COUNTY MANAGER

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

RETURN TO

HOV Services/LASON Service Administration
11850 Hempstead Highway, Suite 270
Houston, TX 77092
Fax: 713-957-4858

Signature: [signature]
Authorized HOV Services/LASON Representative

Date: 07/21/2015

HOVServices
Exceed Expectations
LASON SYSTEMS INC

Support and Maintenance Agreement

Terms and Conditions

1. This agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover: support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. HOV Services will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads,, pick /feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

Premium Hardware Support and Maintenance Agreement, HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

4.3 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training. except as provided herein.

4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Beltsville Maryland or Anaheim California. All travel expense for such services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training. except as provided herein.

5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

6. This agreement does not cover service, parts, components or repairs due to misuse, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-HOV Services personnel, parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.

7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of this Preventive Maintenance Agreement, Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.

8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are sold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.

9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.

10. At the end of the contract period, HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Service's control. Customer shall receive a minimum of thirty, (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement

11. This agreement constitutes the entire agreement between HOV Services and the Customer No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern 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.

L. 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.

Amy Reeves — 6-17-15

HOV Services, Inc. — Date

Director of Maint. + Svcs.

Title

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 121014

The following amendments are hereby incorporated into the agreement for the below project

PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY

GILA COUNTY FACILITIES

Effective February 18, 2015, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide pest control service for Gila County Facilities from February 18, 2015 through February 17, 2016.

Amendment No. 1 to Service Agreement No. 121014 was executed on March 18, 2015 to increase the original contract amount from Seven Thousand Nine Hundred Forty dollars and no/100's ($7,940.00), by Six Hundred Forty dollars and no/100's ($640.00), for a new contract total of Eight Thousand Five Hundred Eighty dollars and no/100's ($8,580.00).

Amendment No. 2 to Service Agreement No. 121014 was executed on April 28, 2015 to increase the original amended amount from Eight Thousand Five Hundred Eighty dollars and no/100's ($8,580.00), by Six Hundred dollars and no/100's ($600.00), for a new contract total of Nine Thousand One Hundred Eighty dollars and 00/100's ($9,180.00)

Facilities would like to increase the contract amount by an additional Four Hundred Seventy-Five dollars and no/100's ($475.00) to cover the cost of bee removal already incurred and to leave funding available for approximately two additional bee removal situations, or other pest removal situations not covered by regularly scheduled services.

Amendment No. 3 to Service Agreement No. 121014 will serve to increase the contract amount by an additional $475.00. Consequently, the contract is amended to increase the contract amount by $475.00 for a new total contract amount of Nine Thousand Six Hundred Fifty-Five dollars and no/100's ($9,655.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 18, 2015 to February 17, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of July, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 7/15/15

GLOBE EXTERMINATORS

Signature

William D. Roten III

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 051815

FIRE EXTINGUISHER INSPECTION AND SERVICE NORTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 15th day of July, **2015**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cintas Fire Protection, of the City of Phoenix, 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 Department** 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: The contractor shall provide for the annual fire extinguisher inspection of the estimated 95 fire extinguishers located at Gila County facilities in Northern Gila County. The quantity may vary during the term of the agreement as extinguishers may be removed and others added at different locations depending on the needs of the County. At no time during the agreement shall the contractor remove or add any equipment without receiving prior approval of the County Facilities Manager. Additionally, at County discretion, the County may choose to purchase new fire extinguishers from time to time.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 051815** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 051815**, 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 jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

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

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

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

ARTICLE 14- TERM: The term of the agreement shall commence on July 01, 2015, and continue in full force and effect up through and including June 30, 2016, unless terminated, canceled or extended as otherwise provided herein. Gila County shall have the right, at its sole option, to renew the agreement 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 agreement shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $2,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 051815 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: 7/15/15

CINTAS FIRE PROTECTION

Signature

Robin C. Anderson

Print Name

REQUEST FOR QUOTE NO. 051815
GILA COUNTY

FIRE EXTINGUISHER INSPECTIONS

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Contractor to provide fire equipment protection inspections and service on an annual and as needed basis for approximately 95 fire extinguishers in Northern Gila County.

Location: Various Locations
Northern Gila County-Timber Region

Scope of Work and Specifications:

- **Inspect all of the estimated 95 fire extinguishers located in various facilities in Northern Gila County.**
- **Quantity may vary during the term of the agreement as extinguishers may be removed and others added at different locations depending on the needs of the County.**
- **At no time during the agreement shall the contractor remove or add any equipment without receiving prior approval of the County Facilities Manager.**
- **Contractor shall provide for any necessary repair and maintenance of said fire extinguishers.**
- **If at any time during the term of the agreement an extinguisher needs to be replaced the contractor must notify the Facilities Manager or designee prior to replacement.**
- **Contractor shall provide a "Not to Exceed" price for the following, as well as a cost per size and type of extinguisher for:**
  - **Annual inspection per each**
  - **6 year maintenance per each/per size**
  - **12 year maintenance per each/per size**
  - **Recharge service per size/type**
  - **Hydro testing (ABC or C02)**
  - **New Extinguishers per size/type**

- **SEE ATTACHED LIST OF LOCATIONS.**

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on June 10, 2015 to,
Jeannie Sgrol, jsgrol@gilacountyaz.gov, fax 928-402-4386
"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Cintas Fire Protection

Contractor Address: 2929 W. Clarendon Ave.
Phx, AZ 85017

Contractor Phone #: 623-245-0636 Email Address: swier@cintas.com

Contractor Signature: Daniel J. Swier

Daniel J. Swier

PLEASE ATTACH DETAIL QUOTE.

CINTAS
FIRE SERVICE PROFESSIONALS

7/7/2015

COMPANY: GILA COUNTY
1400 E. ASH STREET
ATTN: ACCOUNTS PAYABLE
GLOBE,AZ 85501

PROJECT: GILA COUNTY (NORTHERN)
RFQ NO. 051815
MULTIPLE LOCATIONS,AZ

PHONE: (928) 402-4218 FAX: (928) 425-7058 PHONE: FAX:

ATTENTION: JEANNIE SGROI

Thank you for the opportunity to submit a proposal for the fire equipment protection needs of ***NORTHERN GILA COUNTY.***

	FREQUENCY	QUANTITY	UNIT COST	TOTAL
FIRE EXTINGUISHERS INSPECTION PER NFPA 10:				
All Sizes / Types	Annually	approx. 95	$ 6.00 ea.	$ 570.00
			Or	
			Per location, flat rate is $60 if less than 10 extinguishers	
2.5lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 12.50 ea.	
12 year Hydrotest (includes recharge)	If needed	unknown	$ 24.50 ea.	
5lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 15.00 ea.	
12 year Hydrotest (includes recharge)	If needed	unknown	$ 27.00 ea.	
10lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 19.00 ea.	
12 year Hydrotest (includes recharge)	If needed	unknown	$ 31.00 ea.	
5lb. Co2 Extinguisher Maintenance:				
5 year test includes hydrotest	If needed	unknown	$ 19.00 ea.	
Co2 Agent (per pound)	If needed	unknown	$ 4.00 ea.	
K-Class 6L Extinguisher Maintenance:				
5 year test includes hydrotest	If needed	unknown	$ 27.00 ea.	
K-class Agent (per liter)	If needed	unknown	$ 17.95 ea.	
Replacement Fire Extinguishers:				
2.5lb ABC Dry Chemical Amerex	If needed	unknown	$ 29.00 ea.	
5lb ABC Dry Chemical Amerex	If needed	unknown	$ 49.00 ea.	
10lb ABC Dry Chemical Amerex	If needed	unknown	$ 79.00 ea.	
5lb. Co2 Clean Agent Amerex	If needed	unknown	$141.00 ea.	

We are licensed, insured, bonded and registered with the State of Arizona Registrar of Contractor's office. **TERMS: NET 30**

77525

30

DANIEL SWIER, BDA

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 050415

FIRE EXTINGUISHER INSPECTIONS AND SERVICE
SOUTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 15th day of July, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cintas Phoenix Fire Protection, of the City of Phoenix, 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 Department** 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: The contractor shall provide for the annual fire extinguisher inspection of the estimated 255 fire extinguishers located at Gila County facilities in Southern Gila County. The quantity may vary during the term of the agreement as extinguishers may be removed and others added at different locations depending on the needs of the County. At no time during the agreement shall the contractor remove or add any equipment without receiving prior approval of the County Facilities Manager. Additionally, at County discretion, the County may choose to purchase new fire extinguishers from time to time.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 050415** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 050415**, 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> 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 jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

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

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

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

ARTICLE 14– TERM: The term of the agreement shall commence on July 01, 2015, and continue in full force and effect up through and including June 30, 2016, unless terminated, canceled or extended as otherwise provided herein. Gila County shall have the right, at its sole option, to renew the agreement 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 agreement shall remain the same and apply during the renewal period.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $4,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 050415 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: 7/15/15

CINTAS PHOENIX FIRE PROTECTION

Signature

Robin C. Anderson

Print Name

REQUEST FOR QUOTE NO. 050415
GILA COUNTY

FIRE EXTINGUISHER INSPECTIONS

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Contractor to provide fire equipment protection inspections and service on an annual and as needed basis for approximately 255 fire extinguishers in Southern Gila County.

Approx. → 16 Locations P# 77523

Location: Various Locations
Gila County

Scope of Work and Specifications:

- **Inspect all fire extinguishers in County buildings and vehicles on an annual basis.**
- **Approximate total of extinguishers is 255.**
- **Contractor shall also perform maintenance and repair as needed upon County request.**
- **Contractor shall provide a "Not to Exceed" price for the following, as well as a cost per size and type of extinguisher for:**
  - **annual maintenance inspection**
  - **recharge per size of extinguisher**
  - **6 year maintenance cost**
  - **Hydrostatic test cost (12 year cycle) per size and type**
  - **Cost of replacement extinguishers of each type and size.**

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on May 22, 2015 to,
Jeannie Sgrol, jsgrol@gilacountyaz.gov, fax 928-402-4386
"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Cintas Corp. No. 2

Contractor Address: 2929 W. Clarendon Ave.

Contractor Phone #: 602-705-1469 Email Address: SwierD@Cintas.com

Contractor Signature: [signature]

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST	$ See attached
MATERIAL COST	$ See attached
SALES TAX PERCENTAGE	varies by location

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

5/22/2015

CINTAS
FIRE SERVICE PROFESSIONALS

COMPANY: GILA COUNTY
1400 E. ASH STREET
ATTN: ACCOUNTS PAYABLE
GLOBE,AZ 85501

PROJECT: GILA COUNTY (SOUTHERN)
RFQ NO. 050415
MULTIPLE LOCATIONS,AZ

PHONE: (928) 402-4218 FAX: (928) 425-7056 PHONE: FAX:

ATTENTION: JEANNIE SGROI

Thank you for the opportunity to submit a proposal for the fire equipment protection needs of ***SOUTHERN GILA COUNTY.***

	FREQUENCY	QUANTITY	UNIT COST	TOTAL
FIRE EXTINGUISHERS INSPECTION PER NFPA 10:				
All Sizes / Types	Annually	approx. 255	$ 6.00 ea.	$1530.00
			Or	
			Per location, flat rate is $60 if less than 10 extinguishers	
2.5lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 12.50 ea.	
12 year Hydrotest (Includes recharge)	If needed	unknown	$ 24.50 ea.	
6lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 15.00 ea.	
12 year Hydrotest (Includes recharge)	If needed	unknown	$ 27.00 ea.	
10lb. ABC Extinguisher Maintenance:				
6 year Maintenance or Recharge	If needed	unknown	$ 19.00 ea.	
12 year Hydrotest (Includes recharge)	If needed	unknown	$ 31.00 ea.	
5lb. Co2 Extinguisher Maintenance:				
5 year test Includes hydrotest	If needed	unknown	$ 19.00 ea.	
Co2 Agent (per pound)	If needed	unknown	$ 4.00 ea.	
K-Class 6L Extinguisher Maintenance:				
5 year test Includes hydrotest	If needed	unknown	$ 27.00 ea.	
K-class Agent (per liter)	If needed	unknown	$ 17.95 ea.	
Replacement Fire Extinguishers:				
2.5lb ABC Dry Chemical Amerex	If needed	unknown	$ 29.00 ea.	
5lb ABC Dry Chemical Amerex	If needed	unknown	$ 49.00 ea.	
10lb ABC Dry Chemical Amerex	If needed	unknown	$ 79.00 ea.	
5lb. Co2 Clean Agent Amerex	If needed	unknown	$141.00 ea.	

We are licensed, insured, bonded and registered with the State of Arizona Registrar of Contractor's office. **TERMS: NET 30**

77523

30

DANIEL SWIER, BDA

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 042312

The following amendments are hereby incorporated into the agreement for the below project

GILA COUNTY
AND
SUN DEVIL FIRE EQUIPMENT INC A CINTAS FIRE PROTECTION COMPANY
FIRE EXTINGUISHER INSPECTIONS – SOUTHERN GILA COUNTY

Effective May 23, 2012, Sun Devil Fire Equipment, Inc. entered into a contract whereby Sun Devil Fire Equipment, Inc. agreed to provide Fire Extinguisher Inspections to various locations in Southern Gila County.

AMENDMENT NO. 1 to Service Agreement No. 042312 was executed on March 13, 2013, to extend the term of the contract for one (1) year from May 1, 2013 to April 30, 2014.

AMENDMENT NO. 2 to Service Agreement No. 042312, was executed on June 11, 2014, to extend the term of the contract for one (1) year from May 1, 2014 to April 30, 2015.

Public Works would like to increase the contract amount by an additional Six Hundred Forty-Two dollars and 48/100's ($642.48) to cover charges incurred over the original amount of the contract, due to the purchase of fire extinguishers to replace those that tested as defective and were unable to be repaired, or to purchase new ones due to ACIP requests, newly remodeled areas, or theft.

Amendment No. 3 to Service Agreement No. 042312 will increase the contract amount by an additional Six Hundred Forty-Two dollars and 48/100's ($642.48).

Contractor will continue to bill for services pursuant to Article 15, but in no event shall charges for the May 1, 2014 to April 30, 2015 extension exceed $4,142.48 without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the May 1, 2014 to April 30, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of July, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 7/15/15

SUN DEVIL FIRE EQUIPMENT, INC.:

A CINTAS FIRE PROTECTION COMPANY

Signature

Robin C. Anderson

Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Install REX addition to Card Access System for Security Gate

Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences) A new security exit device is needed that will allow anyone on the inside of the secure area, to open the vehicle gate to allow emergency vehicles and equipment into the gated area. The need for this device became apparent due to an incident involving Tri City Ambulance needing to access the Southside of the Building and someone with vehicle gate access had to go out thru the main gate and open the gate from the card reader at the outer gate pedestal. The new device will be located just outside the Justice Court private entrance and will eliminate the need to find someone with the proper access to allow emergency entrance.

Contract End Date: 30 Days after Purchase Order issued.

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $1,441.30 includes sales tax

Contract Information

Firm Name: Stanley Security Solutions

Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue

Phone No: 480-216-9273

City: Tempe **State:** AZ **Fax:** _____ **Email:** malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Controlled Assets Machin & Equip $1000 to $4999.99

Fund Code: 1124.201.140.4141.40
Project No. FM_0101SEC-Fence

Type of Funds:
☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 15th **day of** July _____**. 2015.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

Quote: Q-00643322

GILA COUNTY
1400 E ASH ST
GLOBE, AZ 85501

Remit to:
Stanley Convergent Security Solutions
Dept Ch 10651
Palentine, IL 60055-4210

Proposal Generated: 7/8/2015

Qty	Description	Part Number	Unit Price	Total Price
1	Pushbutton, Weatherproof, Silk Screened w/ PUSH TO UNLOCK, Single Gang, Form Z, MOM, Illuminated, 12 / 24 VDC	DY-6175	$170.00	$170.00
	Equipment Total			**$170.00**

	Total Price
Labor, Wiring, and Firestop	$580.00
Final Testing, Adjust, and Programming	$410.00
Engineering	$0.00
Project Management, Drawings, and Documentation	$0.00
Account Administration	$35.00
Labor & Additional Total	**$1,025.00**
12-Month Warranty	**$170.00**
Actual Install Sale Price	**$1,365.00**
Tax	$76.30
Final Total	$1,441.30

All terms and conditions of City of Avondale Contract No.13412 apply

EXECUTIVE SUMMARY FORM

Contract Name: Install REX addition to Card Access System for Security Gate

Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences) A new security exit device is needed that will allow anyone on the inside of the secure area, to open the vehicle gate to allow emergency vehicles and equipment into the gated area. The need for this device became apparent due to an incident involving Tri City Ambulance needing to access the Southside of the Building and someone with vehicle gate access had to go out thru the main gate and open the gate from the card reader at the outer gate pedestal. The new device will be located just outside the Justice Court private entrance and will eliminate the need to find someone with the proper access to allow emergency entrance.

Contract End Date: 30 Days after Purchase Order issued.

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $1,441.30 includes sales tax

Contract Information

Firm Name: Stanley Security Solutions

Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue

Phone No: 480-216-9273

City: Tempe **State:** AZ **Fax:** _____ **Email:** malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Controlled Assets Machin & Equip $1000 to $4999.99

Fund Code: 1124.201.140.4141.40
Project No. FM_0101SEC-Fence

Type of Funds:
☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 15th **day of** July _____**. 2015.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

Quote: Q-00643322

GILA COUNTY
1400 E ASH ST
GLOBE, AZ 85501

Remit to:
Stanley Convergent Security Solutions
Dept Ch 10651
Palentine, IL 60055-4210

Proposal Generated: 7/8/2015

Qty	Description	Part Number	Unit Price	Total Price
1	Pushbutton, Weatherproof, Silk Screened w/ PUSH TO UNLOCK, Single Gang, Form Z, MOM, Illuminated, 12 / 24 VDC	DY-6175	$170.00	$170.00
	Equipment Total			**$170.00**

	Total Price
Labor, Wiring, and Firestop	$580.00
Final Testing, Adjust, and Programming	$410.00
Engineering	$0.00
Project Management, Drawings, and Documentation	$0.00
Account Administration	$35.00
Labor & Additional Total	**$1,025.00**
12-Month Warranty	**$170.00**
Actual Install Sale Price	**$1,365.00**
Tax	$76.30
Final Total	$1,441.30

All terms and conditions of City of Avondale Contract No.13412 apply

EXECUTIVE SUMMARY FORM

Contract Name: Wireless Radio Tower Antenna Replacement **Contract No.:** ADSPO13-056086 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) The office of Emergency Management employs a communications system that receives emergency alert messages wirelessly from the National Weather Service and retransmits the message from the Signal Peak tower site to citizens of Gila County. This method of delivery of emergency messages provides citizens with life-saving information. The transmit antenna at the Signal Peak tower site was found to be damaged and thus we are out of compliance.

Contract End Date: 30 Days after Purchase Order issued. **Renewal Option:** ☐ Yes ☒ No

Maximum Dollar Limit: $3,413.43

Contract Information

Firm Name: Creative Communications **Contact Person:** Doug Buxbaum

Address: 3332 E. Broadway Road **Phone No:** 602-358-4155

City: Phoenix **State:** AZ **Fax:** _____ **Email:** Doug.buxbaum@creativecom

Fund: Emergency Response/Emergency Services/Repair and maintenance supplies-Communication Equipment

Fund Code: 1119.106.4130.80

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: n/a **Date Returned:** _____

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Creative Communications, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSPO13-056086, for LMR Base Station Antennas, Microwave Antennas approved this 15th **day of** July **. 2015.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

Proposal

CREATIVE COMMUNICATIONS
Solutions Through Innovative Technology

3332 E. BROADWAY RD PHOENIX, AZ 85040

Proposed To	Date
Gila County	7/10/2015
	Proposed By: Doug Buxbaum
ATTN: Todd Whitney	
Phone / Fax	Phone (602) 358-4155 • Fax (602) 955-1049

Qty	Description	Unit Price	Total
1	528208 2.25 DB gain antenna	$897.75	$897.75
1	434646 Top antenna sway brace	$361.25	$361.25
1	SHOP SUPPLIES	$25.00	$25.00
1	Tower Crew to replace broken antenna with new	$1,299.00	$1,299.00
1	Labor 1 man 8 hours $90 per hour	$720.00	$720.00

Monthly Repeater Charge Per Radio	
TOTAL REPEATER CHARGE	

Total Purchase amount does not include Monthly Repeater Charge, New System Initial Charges, Lease Total, or Shipping.

NEW SYSTEM INITIAL CHARGES	
System Activation Fee	
Frequency Coordination Fee	
FCC License Fee	
TOTAL INITIAL FEES	

LEASE AMOUNT	
Sub Total	
Equipment Total	
LEASE TOTAL	

Equipment Cost	$3,303.00
Sub Total	$3,303.00
Tax 8.60%	$110.43
Equipment Total	
Installation Cost	
TOTAL PURCHASE	$3,413.43

ARF-3268 **Executive Session Item 7. A.**

Regular BOS Meeting

Meeting Date:	08/04/2015		
Submitted For:	Bryan Chambers, Deputy County Attorney/Civil Bureau Chief		
Submitted By:	Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, County Attorney		
Department:	County Attorney		
Fiscal Year:	2015	Budgeted?:	Yes
Contract Dates Begin & End:	NA	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

CSL Payson, LLC. appealed the Tax Year 2014 assessed property valuation for property it owns in Payson (the Majestic Rim Senior Living Facility). The Assessor's Office, and County Attorney's Office have negotiated a proposed settlement of that appeal subject to Board of Supervisors' approval.

Background Information

CSL Payson, LLC. appealed the Tax Year 2014 assessed property valuation for property it owns in Payson (the Majestic Rim Senior Living Facility). The Assessor's Office, and County Attorney's Office have negotiated a proposed settlement of that appeal subject to Board of Supervisors' approval.

Evaluation

The proposed settlement would resolve the tax appeal. The Gila County Assessor's Office has reviewed the proposed settlement. The Board has the authority to either approve or reject the proposed settlement. If the Board rejects the settlement, the County Attorney's Office would then prepare for trial in Arizona Tax Court.

Conclusion

The Board may either approve or reject the proposed settlement.

Recommendation

The Gila County Attorney's Office recommends approval of the proposed settlement agreement.

Suggested Motion

Information/Discussion/Action to approve a proposed settlement agreement (Stipulated Judgment) between CSL Payson, LLC and Gila County which would resolve the tax appeal CSL Payson, LLC. v. Gila County, NO. TX2014-000308. Pursuant to A.R.S. § 38-431.03(A)(3)-(4), the Board may vote to go into executive session to receive legal advice from its attorney or to instruct in order to consider its position and instruct its attorney to resolve the litigation. **(Bryan Chambers)**

Attachments

Proposed Settlement
Stipulated Judgment
Notice of Settlement

James R. Nearhood – 004594
Michael R. Fletcher – 027239
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Attorneys for Plaintiff

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

CSL-PAYSON, LLC, Plaintiff, vs. GILA COUNTY, a political subdivision of the State of Arizona, Defendant.	NO. TX2014-000308 **STIPULATION FOR JUDGMENT** (Assigned to the Honorable Christopher Whitten)

The parties hereby stipulate that the Court may enter the Stipulated Judgment as set forth in Exhibit "A" attached hereto in full and final disposition of this action.

DATED this _____ day of _____, 2015.

NEARHOOD LAW OFFICES, PLC

/s/ James R. Nearhood
James R. Nearhood - #004594
Michael R. Fletcher - #027239
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062
Attorneys for Plaintiff

GILA COUNTY ATTORNEY'S OFFICE

/s/ Bryan B. Chambers (with permission)
Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant

ORIGINAL e-filed this _____ day of _____, 2015, with:

The Clerk of the Court
Maricopa County Superior Court

COPY of the foregoing **MAILED** this _____ day of _____, 2015, to:

Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant

By: */s/ Jody Genteman*

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

CSL-PAYSON, LLC, Plaintiff, vs. GILA COUNTY, a political subdivision of the State of Arizona, Defendant.	NO. TX2014-000308 **STIPULATED JUDGMENT** (Assigned to the Honorable Christopher Whitten)

The parties having stipulated to the entry of Judgment and good cause appearing:

IT IS ORDERED, ADJUDGED AND DECREED,

1. The full cash value of Gila County tax parcel number 302-35-253B (the "Parcel") shall be changed as follows:

a. For the 2014 tax year, the full cash value of the Parcel shall be changed to $3,350,000.

b. For the 2015 tax year, the full cash value of the Parcel shall be changed to $3,350,000.

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Scottsdale, Arizona 85250-6062

2. The limited property value of the Parcel for the 2014 and 2015 tax years shall be derived in accordance with the provisions of A.R.S. §42-13301 to §42-13304, as applicable.

3. For the 2014 and 2015 tax years, the classification of the Parcel shall be changed to Class 4, subject to a 10% assessment ratio.

4. The taxes on the Parcel for the 2014 and 2015 tax years shall be calculated based on the full cash values and limited property values, and the change in classification and assessment ratio, set forth in paragraphs 1, 2 and 3 above.

5. Plaintiff has paid in full the real property taxes assessed against the Parcel for the 2014 tax year. Defendant shall refund to Plaintiff an amount equal to any excess in taxes levied, assessed and paid as a result of the reductions in the 2014 full cash and/or limited property values, and the change in classification and assessment ratio, as set forth above, plus interest at the legal rate of 3% pursuant to A.R.S. § 42-16214(A)(3), as amended by 2014 Ariz. Legis. Serv. Ch. 249 (S.B. 1352) eff. July 24, 2014, payable from the date of overpayment until the Judgment is paid in full. Such refund shall first be applied to any prior year's taxes, interest and penalties that are unpaid and delinquent on the Parcel. Any balance of the refund shall be paid to the Client Trust Account of Nearhood Law Offices, PLC by the Gila County Treasurer upon receipt of an approved resolution adjusting the tax roll to the Judgment values as processed by the Gila County Assessor.

6. In the event Plaintiff pays all of the taxes assessed against the Parcel for the 2015 tax year prior to the recalculation of the tax, Defendant shall refund to Plaintiff an amount equal to any excess in taxes levied, assessed and paid as a result of the reductions in the 2015

full cash and/or limited property values, and the change in classification and assessment ratio, as set forth above, plus any accrued interest calculated in accordance with paragraph 5 above. Such refund shall first be applied to any prior year's taxes, interest and penalties that are unpaid and delinquent on the Parcel. Any balance of the refund shall be paid to the Client Trust Account of Nearhood Law Offices, PLC by the Gila County Treasurer upon receipt of an approved resolution adjusting the tax roll to the Judgment values as processed by the Gila County Assessor.

7. In the event Plaintiff pays the first half of the taxes assessed against the Parcel for the 2015 tax year prior to the recalculation of the tax, any tax refund due Plaintiff plus any accrued interest calculated in accordance with paragraph 5 above shall first be applied to the second-half of taxes due for the 2015 tax year, and shall then be applied to any prior year's taxes, interest and penalties that are unpaid and delinquent on the Parcel. Any balance of the refund after the application of such payments shall be paid to the Client Trust Account of Nearhood Law Offices, PLC by the Gila County Treasurer.

8. The above amounts shall be calculated by the Gila County Treasurer and shall be paid by Gila County.

9. The parties shall bear their own costs and attorney's fees.

10. This Judgment is the result of a settlement between the parties and shall not be used by either party for any other purpose except as a determination of values and classification for the 2014 and 2015 tax years.

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11. Subject to the exceptions provided by A.R.S. §42-16002, the reduced full cash value and change in classification of the Parcel for the 2015 tax year, as determined by this Judgment, will be its full cash value and classification for the following tax year, unless the full cash value as determined by the Gila County Assessor for the following tax year is lower, in which event the full cash value shall be the lower value.

12. That no further matters remain pending. This Judgment is entered pursuant to Rule 54(c), Arizona Rules of Civil Procedure.

DONE IN OPEN COURT this _____ day of _____, _____.

JUDGE OF THE SUPERIOR COURT

_____

APPROVED AS TO FORM AND SUBSTANCE:

GILA COUNTY ATTORNEY'S OFFICE

/s/ Bryan B. Chambers (with permission)
Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant Gila County

NEARHOOD LAW OFFICES, PLC

/s/ James R. Nearhood
James R. Nearhood - #004594
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062
Attorneys for Plaintiff

NEARHOOD LAW OFFICES, PLC
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062

ORIGINAL e-Filed this _____ day of _____, 2015, with:

The Clerk of the Court
Maricopa County Superior Court

COPY of the foregoing **MAILED** this _____ day of _____, 2015, to:

Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant Gila County

By: */s/ Jody Genteman*

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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

CSL-PAYSON, LLC, Plaintiff, vs. GILA COUNTY, a political subdivision of the State of Arizona, Defendant.	NO. TX2014-000308 **NOTICE OF PROPOSED SETTLEMENT** (Assigned to the Honorable Christopher Whitten)

In accordance with Rule 5.1(c), Arizona Rules of Civil Procedure, the parties hereby notify the Court that Plaintiff has agreed to the terms and conditions of Defendant's proposed conditional settlement recommendation and endorsed its consideration by the Gila County Board of Supervisors ("Board"). The settlement recommendation is conditioned upon approval by the Board, and is void in the event the Board does not give its approval. A.R.S. §11-251(14).

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Accordingly, the parties stipulate and request that the Court place this matter on the Dismissal Calendar for 120 days to allow the parties sufficient time to present the settlement recommendation to the Board, and if approved, to complete the necessary settlement documentation and form of judgment.

RESPECTFULLY SUBMITTED this _____ day of _____, 2015.

NEARHOOD LAW OFFICES, PLC

/s/ James R. Nearhood
James R. Nearhood - #004594
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062
Attorneys for Plaintiff

GILA COUNTY ATTORNEY'S OFFICE

/s/ Bryan B. Chambers (with permission)
Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant

ORIGINAL e-Filed this ____ day of _____, 2015, with:

The Clerk of the Court
Maricopa County Superior Court

/ / /

/ / /

NEARHOOD LAW OFFICES, PLC
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062

COPY of the foregoing **MAILED** this
____ day of _____, 2015, to:

Bryan B. Chambers
Deputy County Attorney
GILA COUNTY ATTORNEY'S OFFICE
1400 E. Ash Street
Globe, Arizona 85501
Attorneys for Defendant Gila County

By: */s/ Jody Genteman*

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