

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, DECEMBER 1, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE
- INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of four employees for December's "Spotlight on Employees" Program, as follows: Dezirae Williams, Bethany Cheney, Celena Cates, and Todd Whitney. **(Michael O'Driscoll)** Recognized
 - B. Presentation from Erin Collins and Associates staff updating member county boards of supervisors regarding the Arizona Local Employee Benefit Trust (AZLGEBT) Wellness Program and changes in the coming program year. Presented
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action for the public sale of a portion of S. Marion Canyon (aka Miami Street) as shown on Official Map No. 25, Gila County Records, and to accept a bid in the amount of \$209 from John and Barbara Stemm for that portion of S. Marion Canyon (aka Miami Street) adjacent to parcel 206-03-175. **(Steve Sanders)** Sold

4. **REGULAR AGENDA ITEMS:**

- | | | |
|----|--|----------------------|
| A. | Information/Discussion/Action to adopt Ordinance No. 2015-04, an amendment to the Gila County Planning and Zoning Ordinance, to allow for the establishment of accessory dwelling units in all single family residential districts and to delete references to guest houses. (Bob Gould) | Adopted |
| B. | Information/Discussion/Action to canvass the results of the Miami Unified School District No. 40 election that was held on November 3, 2015, in Gila County, Arizona and declare the results official. (Eric Mariscal) | Declared
Official |
| C. | Information/Discussion/Action to accept an Application and Citizens' Petition to begin the process to abandon a portion of Blake, Coplen, and Hobart Streets. (Steve Sanders) | Accepted |
| D. | Information/Discussion/Action to approve a purchase requisition to Pioneer Title Agency in the amount of \$44,956.83 for the purchase of three parcels of land in Tonto Basin to be used for right-of-way for the Tonto Creek Bridge, and authorize the Chairman's signature on all documents needed to complete the purchase. (Steve Sanders) | Approved |
| E. | Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following boards, committees and organizations for calendar year 2016: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers; 2) Correctional Officers Retirement | Reappointed |

Plan Local Board for Sheriff's Office Dispatchers; 3) Public Safety Personnel Retirement System Local Board; 4) Gila County Board of Health; 5) Gila County Local Emergency Planning Committee; 6) Central Arizona Governments Regional Council; 7) County Supervisors Association Legislative Policy Committee; 8) Eastern Arizona Counties Organization; 9) San Carlos Apache Tribe Partnership Steering Committee; 10) Coalition of Arizona/New Mexico Counties; 11) Gila Community College Allied Health Care Advisory Committee; and 12) Gila Community College Industry and Mining Advisory Board.
(Don McDaniel)

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

- | | | |
|----|--|----------|
| A. | Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract #ADHS16-098369) with the Arizona Department of Health Services to integrate Phase 3 grants (Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health Services) into one contract entitled "Healthy People Healthy Communities." | Approved |
| B. | Approval of a Memorandum of Agreement between Arizona Community Action Association and Gila County Community Services to receive a one-time lump sum of \$7,539 to cover the costs incurred by Gila County Community Services in the operation of the CAP60 case management software. | Approved |

- | | | |
|----|--|--------------|
| C. | Approval of the reappointment of Mike Hanich and Peter Oddonetto to the Gila County Building Safety Advisory and Appeals Board for another 4-year term of office beginning January 1, 2016, through December 31, 2019. | Approved |
| D. | Acknowledgment of the October 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. | Acknowledged |
| E. | Acknowledgment of the October 2015 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |
| F. | Acknowledgment of the October 2015 monthly activity report submitted by the Clerk of the Superior Court's Office. | Acknowledged |
| G. | Acknowledgment of October 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. | Acknowledged |
| H. | Approval of the November 17, 2015, Board of Supervisors' meeting minutes. | Approved |
| I. | Acknowledgment of the Human Resources reports for the weeks of November 3, 2015, November 10, 2015, November 17, 2015, and November 24, 2015. | Acknowledged |
| J. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 2, 2015, through November 6, 2015; November 9, 2015, through November 13, 2015; and, November 16, 2015, through November | Acknowledged |

20, 2015.

- | | | |
|------|--|-------------|
| K. | Approval of finance reports/demands/transfers for the weeks of November 24, 2015, and December 1, 2015. | Approved |
|
 | | |
| 6. | 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. | No Comments |
|
 | | |
| 7. | 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 information presented. | Presented |

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)((3)

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

ARF-3456

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr., Human Resources Department

Department: Human Resources Department

Information

Request/Subject

December 2015 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize four employees for December 2015 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four employees for December's "Spotlight on Employees" Program, as follows: Dezirae Williams, Bethany Cheney, Celena Cates, and Todd Whitney. **(Michael O'Driscoll)**

Attachments

Nomination Form: D. Williams

Nomination Form: B. Cheney

Nomination Form: C. Cates

Nomination Form: T. Whitney



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Raymond, Erica

From: Beck, Josh
Sent: Monday, October 26, 2015 9:42 PM
To: McPherson, Shelley; Raymond, Erica
Cc: O'Driscoll, Michael
Subject: Another Employee(s) Spotlight Award
Attachments: HIA final_comp[1].pdf; HIA Team SPOTLIGHT Nomination form 11-14.pdf

Michael and I would also like to submit this request for an Employee Spotlight Award for the team of Dezirae Williams, Bethany Cheney, and Celena Cates.

Their work to promote, and educate, the public on the many health and financial benefits that would be associated with the construction of the Pinal Creek Trail took great teamwork and an abundance of initiative. Most importantly the quality of the end product, The Pinal Creek Trail Health Impact Assessment Recommendation Paper (and the promotional material that went with it) earned the team first place for the Statewide 2015 Health Education and Media Marketing Yearly (HEMMY) award from the Arizona Public Health Association.

The Gila County Department of Health and Emergency Management had the opportunity to conduct research for a Health Impact Assessment (HIA) in the Globe community. An HIA is meant to measure the health outcomes, both positive and negative, of a proposed project in a community. The Pinal Creek Trail Health Impact Assessment team hosted a community walking event at the site of Globe's first Disc Golf course. The event was designed to educate the public on the Pinal Creek Trail efforts and the health benefits of getting the recommended amounts of physical activity per week. Nearly 200 people of all ages visited the park, some participating in the walking event and others playing disc golf. An onsite bounce house provided entertainment for children under the age of ten, while the older children accompanied the adults in walking the trails and course. The education booth provided materials about the benefits of physical activity and the chronic disease rates of Gila County residents. A storyboard with Gila County specific health statistics, information about the Pinal Creek Trail Project and a summary of the Health Impact Assessment process were displayed for community members. Volunteers from Gila County Department of Health answered questions, handed out prizes and registered participants for the event. The project has received praise from the State Health Department, Globe City Manager Brent Billingsley, and the Project Champion Supervisor Pastor.

For their fortitude in completing this project, and in recognition of their HEMMY award, Michael and I support their nomination for this award.

Joshua Beck MS MPH, President
Arizona Public Health Association
Manager
Offices: Emergency Management

Public Health Emergency Preparedness
Epidemiology & Communicable Disease
Nutrition and Physical Activity
Gila County Division of Health and Emergency Services
5515 South Apache Avenue, Suite 400
Globe, AZ 85501
Office: 928-402-8805 Fax: 928-425-7714
Cell: 928-200-6796
jbeck@gilacountyaz.gov

“The character of a business person is not defined by their bank account, but defined by what they are willing to do for their people.”
—Marcus Lemonis



SPOTLIGHT

on Employees

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SPOTLIGHT

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SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Raymond, Erica

From: Beck, Josh
Sent: Monday, October 26, 2015 9:05 PM
To: Raymond, Erica; McPherson, Shelley
Cc: O'Driscoll, Michael
Subject: Employee Spotlight Award
Attachments: Todd Whitney SPOTLIGHT Nomination form 11-14.pdf

Good evening,

On Mr. O'Driscoll and my behalf, we would like to submit Todd Whitney for an Employee Spotlight Award:

We recently received a letter of praise for Todd Whitney's dedication to customer service and initiative in solving a major communications issue in Northern Gila County. The Town of Payson and the Rim Country Broadband Team welcomed Todd as an Emergency Management team member. They praised his experience as the Gila County Emergency Management Communications Specialist and his can do attitude. Within the first two weeks, Todd solved a major problem with Banner Payson Medical Center commutations during outages. Banner is a paperless origination and sends all CT scans to Chicago for review by telemedicine. During the latest 13-hour broadband outage in the Rim Country, three patients from Banner Payson Medical Center incurred the cost of a flight to Phoenix for scans at the cost of \$15,000 each. Todd's fast response and initiative have led to the addition of satellite internet capabilities to send any future CT scans during outages. This is just one of the many ideas and solutions that he has brought to the table within a short two weeks. Todd's passion for customer service resulted in a call received from Mr. Lance Porter, CEO of Banner Payson Medical Center, giving thanks to Mr. Whitney as a true professional and a pleasure to work with.

Given that this is only one of a many major accomplishments that Todd has completed for Gila County and received praise, we both wholeheartedly support his nomination.

Joshua Beck MS MPH, President

Arizona Public Health Association

Manager

Offices: Emergency Management

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Epidemiology & Communicable Disease

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ARF-3480

Presentation Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Arizona Local Government Employee Benefit Trust Wellness Update Presentation

Background Information

Gila County joined Arizona Local Government Employee Benefit Trust (AZLGEBT) on July 1, 1999. AZLGEBT provides medical, prescription, dental, vision, disability, life insurance and a wellness program for eligible Gila County employees and dependents. AZLGEBT works to strike a balance between costs and benefits, encourage healthy behaviors rather than simply paying claims, and innovate in financing, technology, programming, and explore opportunities to assure the success of the trust.

Staff with Erin Collins and Associates is making this presentation to share information regarding the Wellness Program, highlighting a changing focus for the coming Wellness Program year.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation from Erin Collins and Associates staff updating member county boards of supervisors regarding the Arizona Local Employee Benefit Trust (AZLGEBT) Wellness Program and changes in the coming program year.

Attachments

AZLGEBT 12-1-15



AZLGEBT Wellness Program Re-Structuring

January 2016

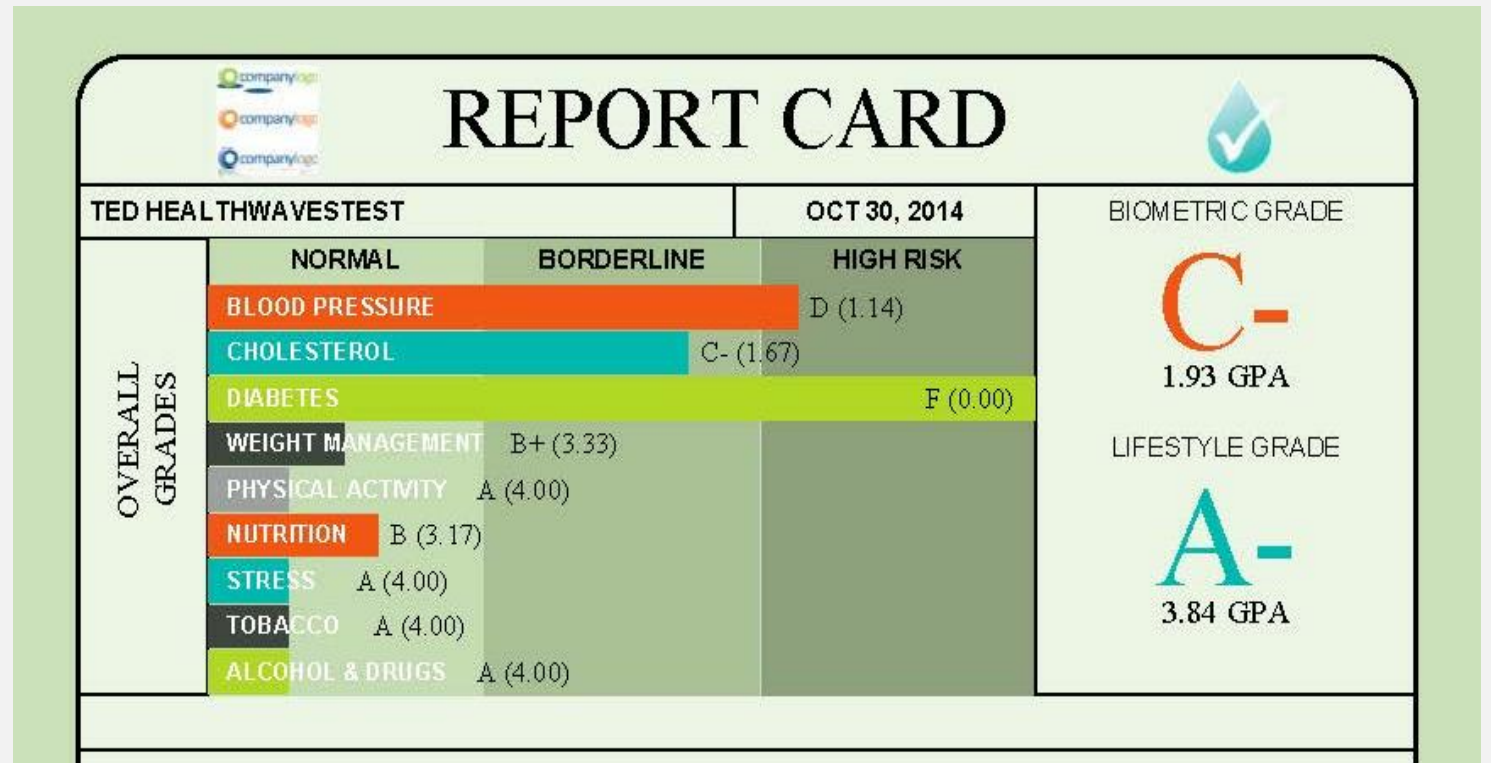


What's Happening (Overview)?

- New Health Risk Assessment (HRA) and scoring system...
- Paired with:
 - Health Coaches
 - Goals set and progress measured over time
 - FitBits
- Focus on evidence based measurement
 - Biometrics > Self Reporting
- More direct link back to claims data

Health Risk Assessment

- Results are easy to interpret through a letter grade system
- Provides objective levels of health measure
- Compares biometric data to self-reported data
- Shortened questionnaire
- Online access
- Participate in the HRA to earn a \$10 per pay period premium waiver



Addition of Nurse Consultations

- Statistics continue to show that our population is
 - Overweight,
 - Obese,
 - Sedentary,
 - Lacking healthy nutrition,
 - And highly medicated.
- AZLGEBT's HRA data supports this, but the wellness program provides no long term mechanism for behavior change
- Moderate and High risk employees, as defined by the individual's HRA results, will meet quarterly with a nurse to set and work toward S.M.A.R.T. health goals
 - Specific, Measurable, Achievable, Relevant, Time-based
- Nurse consultations will:
 - Provide guidance and supervision for necessary health modifications
 - Deliver resources for achieving long term health goals
 - Address the individual's health risks

Addition of FitBit Activity Trackers

What is a FitBit?

The FitBit is a tool to help motivate movement through daily tracking of your habits! When it comes to reaching goals, steps are just the beginning. Fitbit tracks every part of your day – daily movement, exercise, food, weight and sleep – to help you find your fit, stay motivated, and see how small steps make a big impact.



Who can get one and how?

- ALL employees who participate in the HRA can earn a FitBit
- Moderate and High risk employees will need to complete their HRA, attend an initial nurse consult and set two (2) S.M.A.R.T. health goals with the nurse
- Low risk members will need to complete their HRA and an online wellness survey
- Once employees complete the steps listed above, they will receive a unique code used to order their FitBit tracking device!
- AZLGEBT will pay 100% of the discounted cost of the FitBit Zip!
 - Employees can purchase a higher model by paying the difference



Title and Content Layout with SmartArt

Complete the HRA to earn a \$10 per pay period Premium Waiver



Receive a Biometric Health Grade from Healthwaves



Low Risk Members – Complete the Online Wellness Survey

Moderate & High Risk Members – Complete the Initial Nurse Consult and set 2 Health Goals



Receive a Unique Ordering Code, get a FitBit and start moving!

Why FitBits?

- Fitness is not just about gym time, it's all the time.
- FitBit trackers will replace AZLGEBT's short term wellness challenges and focus instead on motivating employees to move every day
- Somewhere between first tries and finish lines, pillow fights and pushing limits, is where we find wellbeing
- How we spend our day determines when we reach our goals
- Seeing our progress against the group and our peers will help employees see what's really possible
- Get motivated and get moving!

What's About the Other Wellness Programs?

- Sweet Savings Diabetes Program?
 - Unchanged
- Screenings
 - Various forms of cancer
 - Cardiac
 - Organ, etc.
 - No change!

Questions?



ARF-3394

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Public Sale for a portion of S. Marion Canyon (aka Miami Street) as shown on Official Map No. 25, Gila County Records, Gila County, AZ.

Background Information

On April 7, 2015, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process to dispose of an unnecessary public roadway being a portion of S. Marion Canyon (aka Miami Street). Staff began the necessary notifications and public postings of the Board's decision.

There is one parcel of land that abuts the portion of S. Marion Canyon (aka Miami Street) being abandoned. The adjacent landowners have been contacted and given the option to exercise preference rights before the proposed date of the sale or to appear at the public sale and submit a bid for that portion of S. Marion Canyon (aka Miami Street) adjacent to their property.

John and Barbara Stemm have submitted a bid in the amount of \$209 for the portion of S. Marion Canyon (aka Miami Street) adjacent to their property. This bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in Gila County.

No other bids have been received; however, bids may be accepted at the public sale.

Evaluation

S. Marian Canyon (aka Miami Street) was created when Miami Map No. 3, Official Map No. 29, Gila County Records, was recorded in 1910. This portion of the road serves no purpose and does not provide access to anyone in the area.

The County will benefit from the sale of the road by having the property go on the County's tax rolls.

Conclusion

Abandonment of this road will not deny anyone access to private property in the area.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors accept the bid from John and Barbara Stemm for the subject property.

Suggested Motion

Information/Discussion/Action for the public sale of a portion of S. Marion Canyon (aka Miami Street) as shown on Official Map No. 25, Gila County Records, and to accept a bid in the amount of \$209 from John and Barbara Stemm for that portion of S. Marion Canyon (aka Miami Street) adjacent to parcel 206-03-175. **(Steve Sanders)**

Attachments

Public Notice of Sale Acknowledgment 9-22-15

Stemm Area Map

Notice of Sale

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fairgrounds
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Rural Addressing



Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8521
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Division

At least sixty days before the date of the sale, a notice of sale describing the roadway or portion of the roadway to be sold was posted at intervals of no more than one mile and in at least three places on or along the side of the roadway. A copy of that notice is attached. The date the notice was posted was: 9-22-15. The notice made specific reference to A.R.S. Section 28-7204 and stated that a person may submit purchase offers and that abutting owners have preference rights pursuant to A.R.S. Title 28, Chapter 20, Article 8 (Article 8 is titled: Disposition of Public Roadways). The notice was delivered or mailed to abutting owners of record whose addresses were known or readily discoverable as follows:

Name: John & Barbara Stemm Address: 6105 S Marion Canyon Miami, Az Date of Mailing: 9-14-15

County Authorized Signature: [Signature]

STATE OF ARIZONA)

) ss.

COUNTY OF Gila)

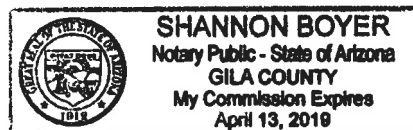
ACKNOWLEDGMENT

On this 12th day of October 2015, before me, the undersigned Notary Public, personally appeared Steve Sanders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

[Signature]
Notary Public



Stemm*

Map Classic Workspace

L80 STANDARD Standard Standard

ByLayer ByLayer ByLayer ByColor



**NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204**

NOTICE IS HEREBY GIVEN that STEVE SANDERS, Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 1st day of December, 2015 at 10:00 o'clock at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, a portion of the roadway as described in the attached EXHIBIT "A".

TAKE FURTHER NOTICE that any person may submit purchase offers, however abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use.

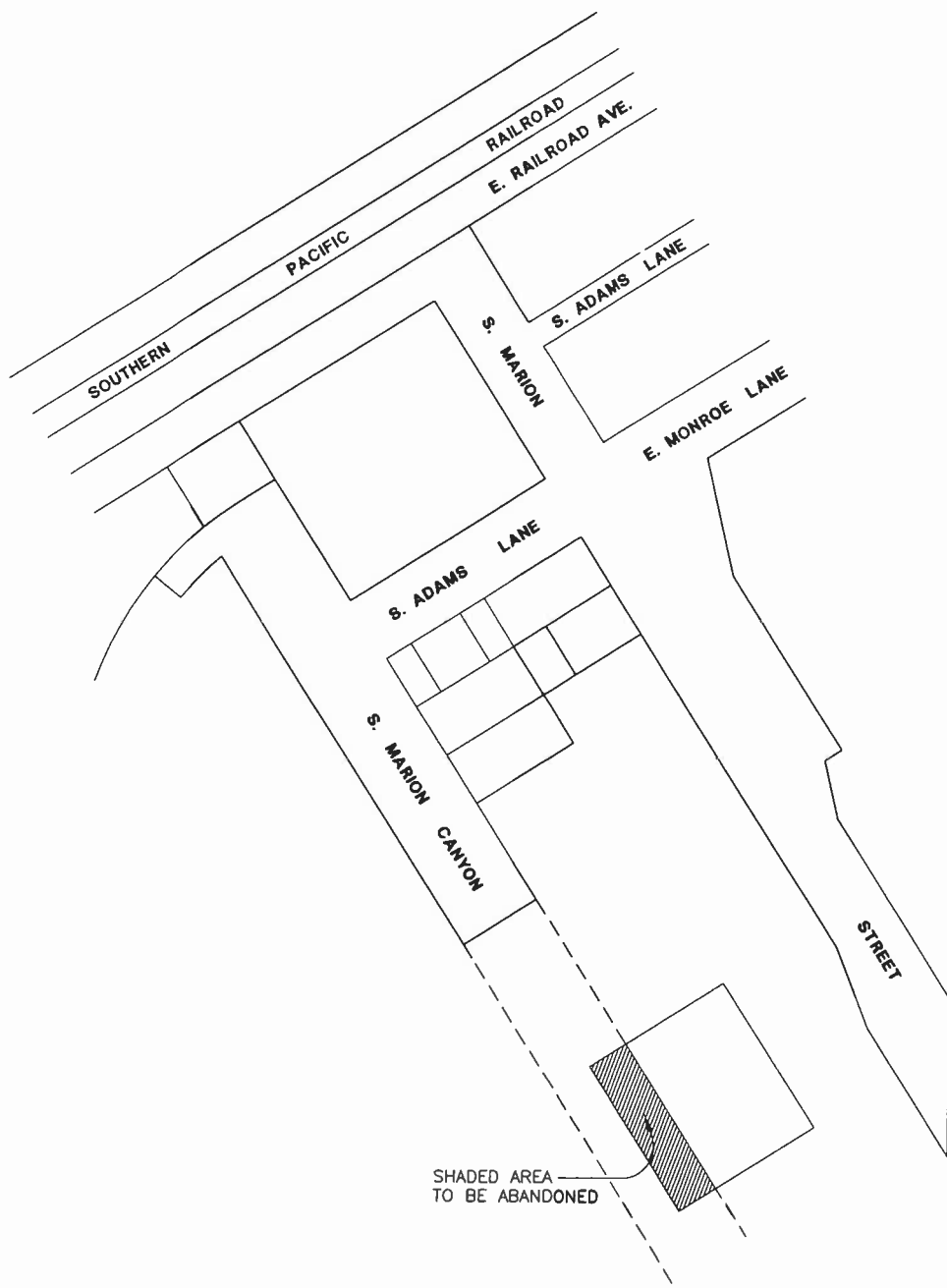
TAKE FURTHER NOTICE that the abutting owner can exercise preference rights before the proposed date of sale by written notice to MARIAN SHEPPARD, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

DATED this 14th day of September, 2015.

By: 
MARIAN SHEPPARD, Clerk of the Board

TO BE PUBLISHED:

Arizona Silver Belt: Wednesday, September 23, 2015
Wednesday, September 30, 2015



Regular BOS Meeting

Meeting Date: 12/01/2015
Submitted For: Robert Gould, Community Development Division Director
Submitted By: Robert Gould, Community Development Division Director, Community Development Division
Department: Community Development Division Division: Planning and Zoning

InformationRequest/Subject

Adopt as amended Zoning Ordinance No. 2015-04, an amendment to the Gila County Zoning Ordinance to allow Accessory Dwelling Units in the Unincorporated areas of Gila County.

Background Information

During the September 15, 2015, Board of Supervisors meeting, Zoning Ordinance No. 2015-04 which pertains to Accessory Dwelling Units (ADUs) was tabled and sent back to the Planning & Zoning Commission for further consideration. Concern was raised by the Board's attorney regarding the potential liability of allowing park models to be used as a permanent dwelling unit.

Evaluation

The current Zoning Ordinance allows guest houses, but there are several restrictions such as no kitchen facilities and they have to be non-rental units. This is almost impossible to enforce and not necessary as it doesn't impact the residential character of a neighborhood. We have removed these restrictions while emphasizing the need to maintain the single family residential character; it helps with affordable housing, and allows elderly citizens to have a home close to their children when needed.

Conclusion

Community Development Division staff believe that amending the Zoning Ordinance to include language which addresses ADUs would be beneficial to the residents of Gila County. It is believed that any adverse issue that may arise regarding an ADU can be adequately managed.

Recommendation

The Planning and Zoning Commission held a public meeting regarding this application on October 27, 2015, and unanimously recommends approval of the amendment to the Zoning Ordinance to the Board of Supervisors. Any reference to the use of park models as a permanent dwelling unit has been deleted from this ordinance.

Suggested Motion

Information/Discussion/Action to adopt Ordinance No. 2015-04, an amendment to the Gila County Planning and Zoning Ordinance, to allow for the establishment of accessory dwelling units in all single family residential districts and to delete references to guest houses. **(Bob Gould)**

Attachments

Final Ordinance 2015-04

Red-lined Ordinance 2015-04

Staff Report



**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA
COUNTY, ARIZONA
ORDINANCE NO. 2015-04**

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A
DEFINITION FOR AN ACCESSORY DWELLING UNIT
(ADU) AND ADDING SECTION 104.B.2 FOR REGULATING
ACCESSORY DWELLING UNITS AND DELETING
SECTIONS 104.C.1 AND 104.2.A.4.a AND AMENDING
SECTIONS 104.2.F.3.a AND 104.2.G.3.a FOR GUEST
QUARTERS.

WHEREAS, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

WHEREAS, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 102, and 104; and

WHEREAS, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

WHEREAS, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

WHEREAS, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 102
DEFINITIONS**

Accessory Dwelling Unit (ADU): An ADU is a small self-contained dwelling, typically with its own entrance, cooking, and bathing facilities, that shares the site of a larger, single-unit dwelling. ADUs may

be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

SECTION 104

ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts except where noted otherwise:

A. INTENT AND PURPOSE

To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.

B. DISTRICT STIPULATIONS AND PROVISIONS

2. ACCESSORY DWELLING UNITS:

- a.** There are three (3) different categories or types of Accessory Dwelling Units:
 - i.** Attached Unit
 - ii.** Detached Unit
 - iii.** Interior Unit
- b. Regulations for accessory dwelling units**
 - i.** In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot.
 - ii.** The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
 - iii.** Minimum lot area for an ADU shall be 5,000 square feet.
 - iv.** The primary use must already be established prior to permitting an accessory dwelling unit.
 - v.** No more than one entrance per story shall be located in each building façade that faces a street;
 - vi.** The property owner must reside in the primary or accessory unit.
 - vii.** The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
 - viii.** A deck or balcony is permitted as a portion of any story of the accessory building; provided:
 - a)** The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.

- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations;
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;

c. Development Standards

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the zoning district.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

d. Design Standards

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

104. C. USES PERMITTED SUBJECT TO A USE PERMIT

1. Bed and breakfast establishments, subject to the following conditions:

- a. Applicants for a use permit shall be the property owner.
- b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
- c. The maximum duration of stay of any one guest shall be ten (10) days.
- d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
- e. All parking must be accommodated on the site.
- f. All meals or snacks provided to guests shall be served in a common dining area.
- g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
- h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.

2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:

a. Water Storage Tanks

- i. Shall be no taller than sixteen (16) feet.
- ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
- iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.

- b. Water Wells
 - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - 1. Shall be made secure and vandal proofed.
 - c. Electrical and Natural Gas Facilities
 - 1. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - 2. Shall be made secure and vandal proofed.
3. Home Occupations.

Section 104.2.A.4.a

4. Uses Permitted Subject to a Use Permit:

- a. Bed and breakfast establishments, subject to the following conditions:
 - i. Applicants for a use permit shall be the property owner.
 - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - iii. The maximum duration of stay of any one guest shall be ten (10) days.
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 - v. All parking must be accommodated on the site.
 - vi. All meals or snacks provided to guests shall be served in a common dining area.
 - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
- b. The keeping of individual animals not classified as household pets or domestic farm-type animals.
- c. Non-commercial kennels.
- d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
 - i. Water Storage Tanks:
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 - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed.

- e. Home Occupations.

Section 104.2.F.3.a

- 3. Permitted Uses:
 - a. One main residence.

Section 104.2.G.3.a

- 3. Permitted Uses
 - a. One single family dwelling on any lot or parcel of land.

PASSED AND ADOPTED this 1st day of December 2015

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA
COUNTY, ARIZONA
ORDINANCE NO. 2015-04**

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A
DEFINITION FOR AN ACCESSORY DWELLING UNIT
(ADU) AND ADDING SECTION 104.B.2 FOR REGULATING
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WHEREAS, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

WHEREAS, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

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be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

SECTION 104

ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts **except where noted otherwise**:

A. INTENT AND PURPOSE

To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.

B. DISTRICT STIPULATIONS AND PROVISIONS

2. ACCESSORY DWELLING UNITS:

a. There are three (3) different categories or types of Accessory Dwelling Units:

- i.** Attached Unit
- ii.** Detached Unit
- iii.** Interior Unit

b. Regulations for accessory dwelling units

- i.** In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot.
- ii.** The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
- iii.** Minimum lot area for an ADU shall be 5,000 square feet.
- iv.** The primary use must already be established prior to permitting an accessory dwelling unit.
- v.** No more than one entrance per story shall be located in each building façade that faces a street;
- vi.** The property owner must reside in the primary or accessory unit.
- vii.** The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
- viii.** A deck or balcony is permitted as a portion of any story of the accessory building; provided:
 - a)** The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.

- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations;
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;
- xi. ~~Park Models (Recreational Park Trailers) are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:~~
 - ~~a) The trailer tongue must be removed~~
 - ~~b) Must provide adequate off-street parking and legal access to that parking.~~
 - ~~c) Setup/installation must follow same requirements as those for a manufactured home and any requirements of the Park Model manufacturer~~
 - ~~d) Must have exterior skirting~~
 - ~~e) Must be connected to permanent wastewater system~~
 - ~~f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model~~
 - ~~g) Must meet all zoning, building and wastewater setback requirements~~
 - ~~h) Cannot be attached to the principal building and must meet the minimum 10-foot separation requirement from other structures~~
 - ~~i) Must meet all floodplain requirements~~
 - ~~j) Must place smoke detector in bedroom.~~
 - ~~k) Cannot be a primary residence, only an ADU~~
 - ~~l) Park models are the only type of recreational vehicle to be used as an ADU~~

c. Development Standards

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the zoning district.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

d. Design Standards

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

104. C. USES PERMITTED SUBJECT TO A USE PERMIT

- ~~1. A detached guest house accessory to the main dwelling only, subject to the following conditions:~~
 - ~~a. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~

- ~~b. The total square footage of the guest house shall not exceed 800 square feet.~~
- ~~c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~

1. Bed and breakfast establishments, subject to the following conditions:

- a. Applicants for a use permit shall be the property owner.
 - b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - c. The maximum duration of stay of any one guest shall be ten (10) days.
 - d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - e. All parking must be accommodated on the site.
 - f. All meals or snacks provided to guests shall be served in a common dining area.
 - g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
- 2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:**
- a. Water Storage Tanks
 - i. Shall be no taller than sixteen (16) feet.
 - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
 - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
 - b. Water Wells
 - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - 1. Shall be made secure and vandal proofed.
 - c. Electrical and Natural Gas Facilities
 - 1. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - 2. Shall be made secure and vandal proofed.
- 3. Home Occupations.**

Section 104.2.A.4.a

4. Uses Permitted Subject to a Use Permit:

- ~~a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:~~

- ~~i. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~
- ~~ii. The total square footage of the guest house shall not exceed 800 square feet.~~
- ~~iii. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~
- a. Bed and breakfast establishments, subject to the following conditions:
 - i. Applicants for a use permit shall be the property owner.
 - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
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 - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - v. All parking must be accommodated on the site.
 - vi. All meals or snacks provided to guests shall be served in a common dining area.
 - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
- b. The keeping of individual animals not classified as household pets or domestic farm-type animals.
- c. Non-commercial kennels.
- d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
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 - iii. Electrical and Natural Gas Facilities
 - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed.
- e. Home Occupations.

Section 104.2.F.3.a

3. Permitted Uses:

- a. One main residence, ~~and one detached, non-rental guest house with separate kitchen and sanitary facilities~~

Section 104.2.G.3.a

3. Permitted Uses

- a. One single family dwelling on any lot or parcel of land. ~~which may, in addition, contain quarters for servants or non-paying quests or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.~~

PASSED AND ADOPTED this 1st day of December 2015

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

PLANNING & ZONING COMMISSION

STAFF REPORT



OCTOBER 27, 2015

PRESENTED BY: GOULD, ROBERT

GILA COUNTY

COMMUNITY DEVELOPMENT DIRECTOR

Scott Buzan has polled 10 counties in regards to the allowance of Park Models as dwelling units. Seven counties have responded.

Three of the seven counties do allow Park Models to be used as permanent housing units. The remaining four either allow them as temporary with a use permit or only in RV Parks.

The following are the results from Scott's poll.

9/25/15

Below are results of an email poll I conducted with various Arizona jurisdictions on any requirements they may have concerning the installation of park models on residential zoned property or if used as accessory dwelling units.

I polled 10 jurisdictions with emphasis on those in the southern part of the state and received seven responses.

RESULTS:

City of Apache Junction: Allowed on a temporary basis with an administrative use permit renewed yearly. They have a policy that deals with park models which is attached to this report.

Bullhead City: Only allowed in RV parks.

Cochise County: Other than in RV parks, they are allowed as approved accessory living quarters which include guesthouses and quarters for the ill, elderly or disabled, or their caretaker. Attached is their Application for Accessory Living Quarters which provides additional information.

Graham County: They do allow park models on residential parcels as long as there are no CC&R's restricting them as well as RV parks. As for use as an accessory dwelling, he was not aware of any currently being used as such but thought they would be allowed as a temporary caretaker residence.

City of Mesa: Only allowed in RV parks.

Maricopa County: Only allowed in approved parks.

Pima County: Allowed as dwelling units in zones where manufactured homes are permitted but not as accessory buildings since they do not have accessory dwellings in their zoning code. They do permit guest houses but they are required to be site built.

Respectfully submitted

by: Scott Buzan

Based on the results of this survey staff recommendation is to allow Park Models with a temporary use permit only.

The Planning and Zoning Commission met on October 27 to review the proposed ordinance to add Accessory Dwelling Units to permitted uses in all single family residential zoning districts, with a particular focus on allowing the use of Park Models for accessory dwelling units.

After a review of the data collected by Scott Buzan where he queried other counties on the use of Park Models for permanent housing units the Commission came to the conclusion that they were not ready at this time to include Park Models in the Accessory Dwelling Unit ordinance, but would like to continue to review the potential for allowing this to happen.

The Commission made the motion to recommend the approval of the ordinance but not to include any mention of the use of park models at this time. They stated they wanted to come back at a later date on this issue.

ARF-3442

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

Information

Request/Subject

Official Canvass of the November 3, 2015 election results for Miami Unified School District No. 40.

Background Information

ARS 16-642 (A) states, "The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election."

ARS 16-642 (B) states, "The governing body of a special district as defined in Title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made."

ARS 15-493 states, "The official returns shall be delivered to the county board of supervisors or the appropriate county elections officer. Within thirty days after the election, the county board of supervisors or the county elections officer shall canvass the results of the election and shall file duplicate copies of the certificate of the result of the election with the clerk of the board of supervisors and with the governing board of the school district."

Evaluation

The Gila County Elections Department and the Gila County Recorder's Office conducted an election for the Miami Unified School District (MUSD) No. 40 on November 3, 2015. On November 16, 2015, the MUSD Board of Directors canvassed the election per statutory requirement. The next step in the statutory process is for the MUSD Board of Directors to present the official canvass of the election to the Board of Supervisors,

which has been done. A copy of the election results is attached to this agenda item.

Conclusion

The Board of Supervisors is required by statute to be presented with a certified copy of the official canvass of the election at the next regularly scheduled meeting of the Board of Supervisors.

Recommendation

The Gila County Elections Director recommends that the Board of Supervisors review the canvass of the Miami Unified School District No. 40 and declare the results of the election official.

Suggested Motion

Information/Discussion/Action to canvass the results of the Miami Unified School District No. 40 election that was held on November 3, 2015, in Gila County, Arizona and declare the results official. **(Eric Mariscal)**

Attachments

Miami Unified School District No. 40 Election Results

Agenda 11-17-15

ARS 16-642

ARS 15-493

Letter to Miami Area School District No. 40



CANVASS OF ELECTION RESULTS

MIAMI UNIFIED SCHOOL DISTRICT #40

CONSOLIDATED ELECTION

NOVEMBER 3, 2015

GILA COUNTY, ARIZONA

GILA COUNTY, ARIZONA

**MIAMI UNIFIED SCHOOL DISTRICT # 40 CONSOLIDATED ELECTION
NOVEMBER 3, 2015**

CONTENTS

- **VOTER TURN-OUT**
- **TOTAL BALLOTS
ELECTION RESULTS
DETAIL ALL RACES**
- **PROVISIONAL BALLOTS
SUMMARY**

VOTER TURN-OUT

MIAMI UNIFIED SCHOOL DISTRICT #40

- DISTRICT VOTER TURNOUT

GILA COUNTY ARIZONA

MIAMI UNIFIED SCHOOL DISTRICT DISTRICT CONSOLIDATED ELECTION

NOVEMBER 3, 2015

M.U.S.D. #40 VOTER TURNOUT

DISTRICT	NO. REG. VOTERS	TOTAL BALLOTS TABULATED	% TURNOUT
M.U.S.D. #40	3,165	898	28.4

TOTAL BALLOTS
ELECTION RESULTS DETAIL ALL RACES

Election Summary Report
GILA COUNTY CONSOLIDATED ELECTIONS
Summary For Jurisdiction Wide, All Counters, All Races
Unofficial Results

Date:11/04/15
Time:10:48:42
Page:1 of 1

Registered Voters 3238 - Cards Cast 923 28.51%

Num. Report Precinct 3 - Num. Reporting 3 100.00%

Miami Unified School District No. 40

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	898/3165	28.4 %
Total Votes	799	
YES	582	72.84%
NO	217	27.16%

PROVISIONAL BALLOTS
SUMMARY

GILA COUNTY, ARIZONA

MIAMI UNIFIED SCHOOL DISTRICT # 40 CONSOLIDATED ELECTION

NOVEMBER 3, 2015

PROVISIONAL BALLOT REJECTION SUMMARY

MIAMI UNIFIED SCHOOL DISTRICT # 40

DISTRICT M.U.S.D. #40	TOTAL PROVISIONALS	REJECTED	VERIFIED FOR TABULATION	NOTES
TOTAL	1	0	1	

REJECTION REASONS:

- (0) NOT REGISTERED
- (0) EARLY BALLOT / MULTIPLE BALLOTS
- (0) WRONG PRECINCT/JURISDICTION
- (0) NO IDENTIFICATION
- (0) NO SIGNATURE
- (0) SIGNATURE DOES NOT MATCH
- (0) INCOMPLETE AFFIDAVIT
- (0) EMPTY AFFIDAVIT
- (0) TOTAL REJECTIONS

**MIAMI AREA UNIFIED SCHOOL DISTRICT NO. 40
GOVERNING BOARD MEETING & PUBLIC MEETING**

November 17, 2015

Miami High School Library

4739 E. Ragus Road, Miami, AZ 85539

6:30 P.M.

AGENDA

- A. Call to Order, Pledge of Allegiance
- B. Roll call of Members, Welcome To Guests
- C. Approval of Agenda
- D. Minutes October 13, 2015
- E. Call to the Audience – The Open Meeting Law (OML) permits public bodies to allow members of the public to comment at meetings during a properly conducted “open call to the public.” At properly conducted open calls to the public, individual members of the future agenda, but they may not dialogue with the presenter or collectively discuss, consider, or decide any item not listed on the agenda. Public bodies may impose reasonable time, place, and manner restrictions on speakers, but any content-based restrictions must be narrowly tailored to effectuate a compelling state interest. Pursuant to certain Arizona statutes, disruptive attendees of meetings may be removed to permit the public body to continue to conduct the public’s business.
- F. Reports and Correspondence
 - 1. Administration Reports
 - Sherry Dorathy, Superintendent
 - 1. Election Results
 - 2. LKIMS Playground Update
 - 3. State Lawsuit Funding
 - 4. Dr. Dorathy’s Evaluation
 - Lisa Marquez
 - 1. State Lawsuit Budget
 - Glen Lineberry, MJHS Principal
 - 1. K-9 visit, Sheriff’s visit

Administrator reports are included in your packet. Please ask individual administrators if you have any questions.

 - 2. Communication “To and From the Board”
 - 3. Presentation: MJSHS Fishing With Attitude
- G. Old Business

1. Discussion, Consideration and Action on Naming the Auditorium

H. New Business

1. Ratification of Warrants
2. Student and Auxiliary Reports
3. Discussion, Consideration and Action on Donations
4. Discussion, Consideration and Action on the Teacher Evaluation System Statement of Assurance for the 2016-2017 SY:
5. Discussion, Consideration and Action on Final HIA report
6. Discussion, Consideration and Action on the JOM IGA
7. Discussion, Consideration, and Action on CVIT IGA
8. Discussion, Consideration and Action on Insurance Rates Correction
9. Discussion, Consideration and Action on Revised Athletic Code
10. Discussion, Consideration and Action on Revised Policy Regulation HA-R
11. Discussion, Consideration and Action on Election Results
12. Discussion, Consideration, and Action on Issues Surrounding Staff Roles in Drug, Searches/Interrogation, and Medical Marijuana Policies

I. Personnel

1. Discussion, Consideration and Action on Certified Contract Addendum
2. Discussion, Consideration and Action on Certified Resignation
3. Discussion, Consideration and Action Certified Contract
4. Discussion, Consideration and Action on Classified Resignation
5. Discussion, Consideration and Action on Supplemental Pay Forfeiture
6. Discussion, Consideration and Action on Classified Work Agreement for 2015-2016 SY
7. Discussion, Consideration and Action on Supplemental Contracts for 2016-2017 SY
8. Discussion, Consideration and Action on Volunteer for 2016-2017 SY
9. Discussion, Consideration and Action on Supplemental Resignation.
10. Discussion, Consideration and Action on Athletic Director and Assistant Athletic Director
11. Discussion, Consideration and Action on Interim Athletic Director Position

J. Executive Session

Legal Consultation/Advise/Instruction to Attorney pursuant ARS § 38-431.03 (A) (3) and (A) (4)

(1) Update on CV 2015-013307

(2) Update on File Number: 500823

(3) Information from Attorney

*Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Julia Asanovich at (928) 425-3271. Requests should be made as early as possible to allow time to arrange the accommodation.

*Executive Session A.R.S. § 38-431.03(A) – Any and/or all items on this agenda (1.) for the purpose of discussions or considerations of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee. In accordance with the law, any such discussion or consideration shall occur in the public meeting upon the demand of the administrator, with the exception of salary discussions.

*The Board may vote to hold an executive session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with its attorney on any matter listed on the agenda. The Board's attorney may appear in person or telephonically.

*A complete copy of the meeting agenda can be found on the Miami USD website: miamiusd40.org. Additional information regarding this agenda can be obtained from Julia Asanovich at 4739 E. Ragus Road, Miami, AZ 85539 twenty-four (24) hours in advance of the Board meeting.

Arizona State Legislature

Bill Number Search: 

Fifty-second Legislature - First Regular Session

[Email a Member](#) | [Email Webmaster](#)[change session](#) | [printer friendly version](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**16-642. Canvass of election; postponements**

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

Arizona State Legislature

Bill Number Search: 

Fifty-second Legislature - First Regular Session

[Email a Member](#) | [Email Webmaster](#)[change session](#) | [printer friendly version](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**15-493. Canvass of votes; certification of result**

The official returns shall be delivered to the county board of supervisors or the appropriate county elections officer. Within thirty days after the election, the county board of supervisors or the county elections officer shall canvass the results of the election and shall file duplicate copies of the certificate of the result of the election with the clerk of the board of supervisors and with the governing board of the school district.

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John D. Marcanti, District III
(928) 402-8726
jmarcanti@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4344
dmcdaniel@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

December 1, 2015

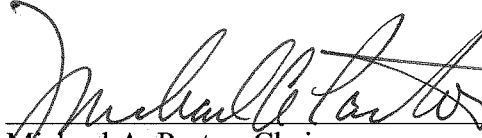
Governing Board
Miami Area Unified School District No. 40
P.O. Box 2070
Miami, AZ 85539

Dear Governing Board:

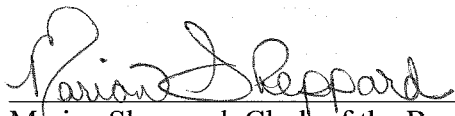
I, the undersigned, being the Chairman of the Gila County Board of Supervisors do hereby certify that on Tuesday, December 1, 2015, the Gila County Board of Supervisors did canvass the returns of the November 3, 2015, Election held within Gila County, Arizona, and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, on this 1st day of December, 2015.

Gila County Board of Supervisors


Michael A. Pastor, Chairman

Attest:


Marian Sheppard, Clerk of the Board

ARF-3471

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 12/01/2015
Submitted For: Steve Sanders, Director
Submitted By: Patti Dremmler, Administrative Clerk Specialist, Public Works Division
Department: Public Works Division Division: Roads

Information

Request/Subject

Gila County Public Works received an application and petition to begin the process to abandon a portion of Blake, Coplen, and Hobart Streets as shown on the map of Arlington Heights, Official Map No. 31, Gila County Records.

Background Information

Arlington Heights subdivision was recorded in April 1911. Some of the roads in the subdivision have never been constructed due to the topography of the land. Through the years there have been previous abandonments of these roads by past Boards of Supervisors. A portion of Blake and Coplen was abandoned in 1973 by Resolution 72-2-2. A portion of Hobart was abandoned in 1978 by Resolution 78-6-1.

Evaluation

Abandoning these roads will not deny anyone access to their property.

Conclusion

It is in the best interest of all involved to begin the process to abandon portions of Blake, Coplen, and Hobart Streets.

Recommendation

It is the recommendation of the Public Works Division Director that the Board begin the process to abandon portions of Blake, Coplen, and Hobart Streets.

Suggested Motion

Information/Discussion/Action to accept an Application and Citizens' Petition to begin the process to abandon a portion of Blake, Coplen, and Hobart Streets. **(Steve Sanders)**

Attachments

Map

Aerial

Plat

Application and Petition

HOBART

207-18-038B

20

BLAKE

AREAS TO BE
ABANDONED

207-18-033F

COPLEN

48

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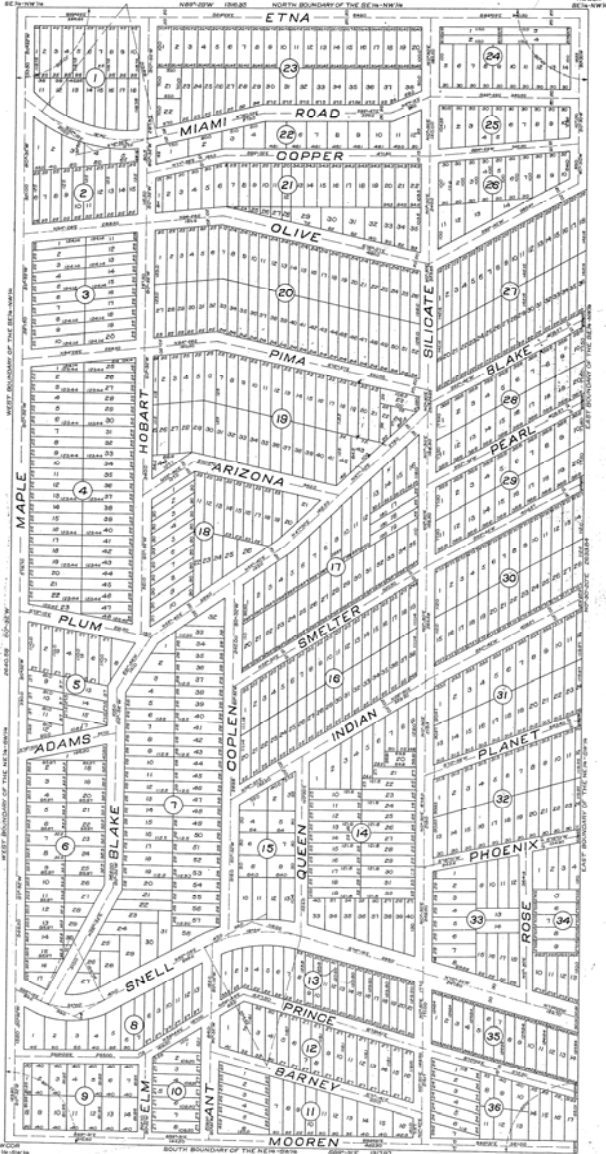
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Filed at the request of J. B. Stenworth on the 20 day of January, A.D.
1911 at 50 minutes past 10 o'clock A.M.

Presented to the Board of Supervisors of Gile Co. July 20th 1881,
and approved.
F. L. Dyer.

Redrawn from the original map and the scale reduced from 60 feet x inch 1500 feet x inch on the 29 day of November A.D. 1865.

ALL CENTER LINES PARALLEL TO BLOCK LINES AND EQUIDISTANT FROM THEM

TOWNSITE OF
ARLINGTON HEIGHTS

SECTION 28, T₁N, R₁SE G & B RB & M.
BATCHELL-VAN WAGENEN & CO ENGINEERS

V. APPLICATION AND PETITION

Gila County Engineering Department

Application for

☒ Right-of-Way Abandonment ☐ Extinguishment of Easement

Name: Ronald E Attaway

Mailing Address: 607 W Euclid Ave

City: Globe State: AZ Zip: 85501

Phone: (928) 425-3595

Assessor's Parcel Number 207-18-033F

Describe the reason for the request: Abandon Road ways within
Property Boundaries so I can erect a metal Building
and avoid Right of way Issues in Future

LOCATION INFORMATION:

Section: 26 Township: 1N Range: 15E

Road Name: Blake, Hobart, Copen

List any known utilities in the requested abandonment area: City of Globe water,
Southwest Gas, Arizona Public Service.

Ronald E Attaway

Signature of Applicant*

04-06-2015

Date

*Applicant is required to be the current owner (or a legally authorized representative of the owner, proof of which must be submitted with this form) of a property adjacent to the requested roadway or easement.

FOR DEPARTMENTAL USE ONLY				
Application Fee \$500.00	Amount Received:	Date:	Receipt No.:	Received by:
	<u>\$500</u>	<u>11-5-15</u>		<u>W. Beyer</u>

PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
<u>R. D. E. [Signature]</u>	<u>607 W. Euclid Ave</u>	<u>3-23-2015</u>
<u>EUGENE ATENWAY</u>	<u>6163 COPPER AV</u>	<u>3-23-2015</u>
<u>Chrisanna [Signature]</u>	<u>607 W. Euclid Ave</u>	<u>3-23-2015</u>
<u>[Signature]</u>	<u>659 E. Blake</u>	<u>3-30-15</u>
<u>Begonia Wagner</u>	<u>659 E. Blake St</u>	<u>3-30-15</u>
<u>Andre Wagner</u>	<u>641 W. BLAKE ST</u>	<u>8-6-15</u>
<u>Debra Green</u>	<u>172 Pima St</u>	<u>8-9-15</u>
<u>Debra Green</u>	<u>172 Pima St.</u>	<u>8-9-15</u>
<u>Valerie [Signature]</u>	<u>641 BLAKE ST.</u>	<u>8/9/15</u>
<u>Remona Sluyter</u>	<u>641 Blake St</u>	<u>8/9/15</u>
<u>J.P. Wilson</u>	<u>800 SILICATE</u>	<u>8/9/15</u>
<u>Kathy S. Wilson</u>	<u>800 Silicate</u>	<u>8/9/15</u>

Regular BOS Meeting

Meeting Date: 12/01/2015
Submitted For: Steve Sanders, Director
Submitted By: Patti Dremmler, Administrative Clerk Specialist, Public Works Division
Department: Public Works Division Division: Engineering

InformationRequest/Subject

Purchase requisition to acquire a right-of-way needed for a bridge over Tonto Creek in Tonto Basin.

Background Information

In April 2009, Gila County entered into IGA/JPA09-132I with the Arizona Department of Transportation for the design of a bridge over Tonto Creek in Tonto Basin, Arizona.

The design is 95% percent complete. Before the design can be finalized a Right-Of-Way (ROW) needs to be acquired for the bridge and roadway approaches to the bridge. A ROW on Tonto National Forest Land has already been acquired. The remaining ROW on private property has been identified and appraised following the guidelines of the Uniform Relocation Act.

On June 5, 2012, the Board of Supervisors authorized staff to submit offer letters and copies of the appraisals to the property owners identified as having property needed for the bridge and roadway approaches.

On August 18, 2014, the Board of Supervisors approved the purchase of three of the needed parcels of land for the bridge project.

The purchase was completed with two of the three owners:

The owner of parcel 201-14-001L (Jacobs) had agreed to the price of \$10,000 for his property, consisting of 10,862 sq. ft. The price breakdown came out to \$0.92 per sq. ft. When Jacobs found out his neighbor (Henderson) had asked for \$6000 for his property, which consisted of 4414 sq. ft., with a price breakdown of \$1.36 per sq. ft. Mr. Jacobs changed his mind and requested the same compensation per sq. ft. as his neighbor. This increased his price from \$10,000 which the Board approved during the meeting of August 8, 2014, to \$14,772.32 for an additional cost \$4772.32.

The owner of parcel 201-14-001K (Henderson) had agreed to a price of \$6000. This was for right-of-way needed for the bridge. The owner also stated that the road and bridge would divide his property and asked the County to purchase the remaining property to the north of the road. This property is approximately 0.267 acres or 11,631 sq. ft. The price of this additional property is \$15,818.16. The property is used as a road to provide access to several homes in the area. The County will bring this road into the County's Maintained Roadway System and receive HURF (Highway User Revenue Funds) revenue for maintenance of the road. The price agreed upon for this parcel is the same price per sq. ft. that the owner agreed to for the parcel needed for the bridge. It was decided that with this additional purchase request to wait and purchase both parcels at the same time instead of trying to incorporate the parcel needed for the bridge into the purchase request that went to the Board on August 8, 2015.

Evaluation

Acquisition of these properties is critical to finalize the design of the Bridge over Tonto Creek Project. Once all needed right-of-way has been acquired, the plans can be finalized and Public Works can begin applying for federal funds that may be available to assist with the construction of the project.

There is one additional parcel that remains to be acquired and Public Works is in negotiations for that parcel. Discussions with the owner have been positive and it is believed that a mutual agreement can be reached. Public Works staff does not want to delay the acquisition of the three properties; therefore, it is recommended that the Board proceed with their acquisition at this time. Hopefully a request to purchase the additional parcel will be presented to the Board in the near future.

Conclusion

Escrow has been opened at Pioneer Title Agency in Payson on three properties needed for the bridge and roadway approaches. The cost breakdown is shown below for each property:

Fees for parcel no. 201-14-001L (Jacobs)

Purchase Price \$14,772.32

Escrow Fee \$326.00

Standard Owners Title Policy \$420.00

Recording Fee \$25.00

Total Jacobs: \$15,543.32

Fees for parcel no. 201-14-001K (Henderson North Portion)

Purchase Price \$21,871.51

Escrow Fee \$326.00

Standard Owners Title Policy \$420.00

Recording Fee \$25.00

Henderson north parcel \$22,642.51

Fees for parcel no. 201-14-001K (Henderson South Portion)

Purchase Price \$6,000

Escrow Fee \$326

Standard Owners Title Policy \$420

Recording Fee \$25

Henderson south parcel \$6,771

Total cost for the three parcels \$44,956.83

Funds for the purchase will come from the County's ½ cent transportation excise tax.

Recommendation

It is the recommendation of the Director of Public Works that the Board approve a purchase requisition to Pioneer Title Agency in the amount of \$44,956.83 for the purchase of three parcels of land that is needed in Tonto Basin for the right-of-way for the Tonto Creek Bridge.

Suggested Motion

Information/Discussion/Action to approve a purchase requisition to Pioneer Title Agency in the amount of \$44,956.83 for the purchase of three parcels of land in Tonto Basin to be used for right-of-way for the Tonto Creek Bridge, and authorize the Chairman's signature on all documents needed to complete the purchase. **(Steve Sanders)**

Attachments

No file(s) attached.

ARF-3427

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 12/01/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Appointment or reappointment of members of the Board of Supervisors to various boards, committees and organizations.

Background Information

Each year, members of the Board of Supervisors are provided the opportunity to serve on other boards, committees and organizations by virtue of their membership on the Board of Supervisors. They are elected/appointed by their peers to represent the interests of Gila County on the following boards, committees, and organizations:

On December 2, 2014, the Board of Supervisors (BOS) appointed the following BOS members to serve during 2015, as follows:

1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers-**Supervisor Pastor**; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers-**Supervisor Pastor**; 3) Public Safety Personnel Retirement System Local Board-**Supervisor Marcanti**; 4) Gila County Board of Health-**Supervisor Pastor**; 5) Gila County Local Emergency Planning Committee-**Supervisor Marcanti**; 6) Central Arizona Governments Regional Council-**Supervisor Pastor**; 7) County Supervisors Association Legislative Policy Committee-**Supervisor Martin**; 8) Eastern Arizona Counties Organization-**Supervisor Martin**; 9) San Carlos Apache Tribe Partnership Steering Committee-**Supervisor Marcanti**; 10) Coalition of Arizona/New Mexico Counties-**Supervisor Martin**; and 11) Allied Health Care Advisory Committee-**Supervisor Pastor**.

In October 2015, Gila Community College asked Supervisor Pastor to serve on the Industry and Mining Advisory Committee as a County Supervisor and a representative of Gila County government, so the Board of Supervisors will need to also approve that appointment.

Evaluation

It is important for the Board to be represented on the listed boards, committees and organizations.

Conclusion

It is appropriate for the Board of Supervisors to review its representation on the various boards, commissions and committees as listed on this agenda item for consideration of serving during calendar year 2016.

Recommendation

It is recommended that the Board discuss the various boards, committees and organizations and appoint or reappoint members to serve for 2016.

Suggested Motion

Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following boards, committees and organizations for calendar year 2016: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers; 3) Public Safety Personnel Retirement System Local Board; 4) Gila County Board of Health; 5) Gila County Local Emergency Planning Committee; 6) Central Arizona Governments Regional Council; 7) County Supervisors Association Legislative Policy Committee; 8) Eastern Arizona Counties Organization; 9) San Carlos Apache Tribe Partnership Steering Committee; 10) Coalition of Arizona/New Mexico Counties; 11) Gila Community College Allied Health Care Advisory Committee; and 12) Gila Community College Industry and Mining Advisory Board. **(Don McDaniel)**

Attachments

No file(s) attached.

Regular BOS Meeting

<u>Meeting Date:</u>	12/01/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Nancy Rutherford Health Programs Manager Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u> <u>Begin & End:</u>	January 1, 2016 to June 30, 2016	<u>Grant?:</u>	Yes
<u>Matching</u> <u>Requirement?:</u>	No	<u>Fund?:</u>	Replacement

InformationRequest/Subject

Approval of Amendment #1 to an Intergovernmental Agreement (IGA) (Contract No. ADHS16-098369) with the Arizona Department of Health Services (ADHS).

Background Information

The ADHS has integrated multiple grants into one IGA and the title of the new integrated contract is called "Healthy People Healthy Communities." Implementation of this IGA will be completed in three (3) phases. Phase 1: The Tobacco Free, Chronic Disease, and Health in Arizona Policy Initiative (HAPI) grants were integrated and implemented on July 1, 2015; Phase 2: The Public Health Services block grants were integrated and implemented on October 1, 2015; and, Phase 3: The Teen Pregnancy Prevention, Family Planning, and the Maternal and Child Health grants will be integrated and completed by June 30, 2016.

The original Contract No. ADHS15-094962 was signed by the Board of Supervisors on June 9, 2015, and then due to a system change at ADHS the contract number was changed to No. ADHS16-098369 and approved by the Board of Supervisors on September 15, 2015.

Evaluation

Amendment No. 1 integrates the Phase 3 grants into one contract entitled "Healthy People Healthy Communities." The total amount of the new contract will be \$360,682 and it will be administered by the Gila County Health Department.

Conclusion

Approval of Amendment No. 1 will continue the integration process and place Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health Services into the Healthy People Healthy Communities grant.

Recommendation

It is the recommendation of the Gila County Health and Emergency Services Division Director that the Board of Supervisors approve Amendment No. 1 to an IGA (Contract #ADHS16-098369) with ADHS.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract #ADHS16-098369) with the Arizona Department of Health Services to integrate Phase 3 grants (Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health Services) into one contract entitled "Healthy People Healthy Communities."

Attachments

ADHS16-098369 Amendment 1

ADHS15-094962 Amendment 1

Original Contract ADHS15-094962

Approval as to Form



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No **1**

Healthy People Healthy Communities

Effective January 1, 2016, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders the following is amended:
 - 1.1. Replace Agreement Price Sheet Phase Three (3) page Thirty-Three (33) with Price Sheet of this Amendment One (1). Total Price Sheet amount is \$360,682.00.

Continued on next page.

Gila County Health Department		CONTRACTOR SIGNATURE	
Contractor Name		Contractor Authorized Signature	
1400 E Ash ST – Gila County Finance		Michael A. Pastor	
Address		Printed Name	
Globe,	AZ	Chairman, Board of Supervisors	
City	State	Title	
85501			
CONTRACTOR ATTORNEY SIGNATURE		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		State of Arizona	
Signature		Signed this _____ day of _____ 20____	
Jefferson R. Dalton			
Date			
Printed Name		Procurement Officer	
Deputy Gila County Attorney, Civil Bureau Chief			
Attorney General Contract No P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona		Reserved for use by the Secretary of State	
Signature		Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	
Assistant Attorney General			
Printed Name: JO ANN HANDY			



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Tracey Thomas

Contract No: ADHS16-098369

Amendment No 1

GILA COUNTY

PRICE SHEET PHASE ONE (1)

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

PHASE ONE (1) ACTION PLAN (Tobacco and Chronic Disease)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752.00	\$6,752.00
TOTAL		1	\$6,752.00	\$6,752.00

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817.66	\$119,270.64
TOTAL		4	\$29,817.66	\$119,270.64

CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244.34	\$8,977.36
TOTAL		4	\$2,244.34	\$8,977.36

PHASE ONE (1) ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700.00	\$8,700.00
TOTAL		1	\$8,700.00	\$8,700.00

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$8,762.00	\$35,048.00
TOTAL		4	\$8,762.00	\$35,048.00



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No. **1**

GILA COUNTY

PRICE SHEET PHASE TWO (2)

PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016

PHASE TWO (2) ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000 00	\$7,000 00
TOTAL		1	\$7,000.00	\$7,000.00

PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$10,460 00	\$31,380.00
TOTAL		3	\$10,460.00	\$31,380.00



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No **1**

GILA COUNTY

PRICE SHEET PHASE THREE (3)

PHASE 3: JANUARY 1, 2016 - JUNE 30, 2016

PHASE THREE (3) ACTION PLAN (Family Planning)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Family Planning	EA	1	\$3,400.00	\$3,400.00
TOTAL		1	\$3,400.00	\$3,400.00

FAMILY PLANNING

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit F 1.1.1)	QTR	2	\$3,400.00	\$6,800.00
TOTAL		2	\$3,400.00	\$6,800.00

ACTION PLAN (Maternal Child Health)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Maternal Child Health	EA	1	\$12,500.00	\$12,500.00
TOTAL		1	\$12,500.00	\$12,500.00

MATERNAL CHILD HEALTH

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit G 1.1.1)	QTR	2	\$12,500.00	\$25,000.00
TOTAL		2	\$12,500.00	\$25,000.00

ACTION PLAN (Teen Pregnancy Prevention)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase III – Action Plan – Teen Pregnancy Prevention	EA	1	\$31,951.00	\$31,951.00
TOTAL		1	\$31,951.00	\$31,951.00



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No **1**

TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit E 1.1.1)	QTR	2	\$31,951.50	\$63,903.00
TOTAL		2	\$31,951.50	\$63,903.00

PHASE ONE (1), PHASE TWO (2), PHASE THREE (3) GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
TOTAL				\$360,682.00



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Lorraine Ball-Schwarzwald

Contract No: ADHS15-094962

Amendment No. 1

Healthy People Healthy Communities

Effective upon signature of both parties, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders the following is amended:

1.1. Due to a system change Agreement No. ADHS15-094962 is changed to Agreement No. ADHS16-098369.

1.2. Delete the Scope of Work, Provision 9. Deliverables and replace with the following:

9. Deliverables

9.1. The County shall submit the deliverables listed below to the ADHS Program Coordinator:

9.1.1. Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

9.1.2. A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

Continued on next page.

Gila County Health Department

Contractor Name

1400 E Ash ST – Gila County Finance

Address

Globe

AZ

85501

City

State

Zip

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

Printed Name

Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Assistant Attorney General

Printed Name:

Date

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 6 day of October 20 15

Procurement Officer

Reserved for use by the Secretary of State

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Lorraine Ball-Schwarzwald

Contract No: **ADHS15-094962**

Amendment No. 1

- 9.1.3. A final CER invoice not later than forty-five (45) days following the end of each contract year;
- 9.1.4. Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.1.5. Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
- 9.1.6. Collaborate and participate with ADHS on the development of a logic model;
- 9.1.7. For YEAR 1 Phase I, submit an annual action plan and budget plan by August 15 for programs selected in Phase I (Tobacco, Chronic Disease, and HAPI).
- 9.1.8. For YEAR 1 Phase II, submit an annual action plan and budget plan by November 15 for programs selected in Phase II (Preventive Health and Health Services Block Grant/Public Health Accreditation).
- 9.1.9. For Year 1 Phase III, submit an annual action plan and budget plan by February 15 for programs selected in Phase III (Teen Pregnancy Prevention, Family Planning, Maternal and Child Health)
- 9.1.10. For Years 2 – 5, submit an annual action plan and budget plan by August 15.
- 9.1.11. Submit an Annual Report forty-five (45) days following the end of each Contract year;
- 9.1.12. Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 9.1.13. Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS15-094962

ARIZONA DEPARTMENT OF
HEALTH SERVICES

1740 W Adams ST, RM 303
Phoenix, Arizona 85007

(602) 542-1040
(602) 542-1741 FAX

Project Title: Healthy People Healthy Communities

Begin Date: July 1, 2016

Geographic Service Area: GILA COUNTY

Termination Date: June 30, 2020

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952, and 36-182.
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference, as a part of this Contract, from the effective date of the Amendment as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name:
Address: _____

FOR CLARIFICATION, CONTACT:

Name: Nancy Rutherford

Phone: (928) 402-8517

Fax No: (928) 425-0794

Email: nrutherford@gilacountyaz.gov

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Michael A. Pastor 6-9-15
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman, Board of Supervisors
Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS15-094962 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 1 day of July, 20 15

Nancy Rutherford
Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Bryan Chambers 6-9-15
Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Patricia Callaghan 6/29/15
Signature Date

Assistant Attorney General: Patricia Callaghan

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "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.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "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 this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

2. Contract Type.

This Contract shall be:

 X Fixed Price.

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. 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.
- 3.3. 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:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments;
 - 3.3.4. Referenced Documents.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS 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.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price Contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

- 4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent, any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. *Title and exclusive copyright* to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under Arizona Board of Regents (ABOR) Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act the Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that were advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. 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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. Tax Indemnification. The 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 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.
- 5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current Internal Revenue Service (I.R.S.) Form **W-9**, on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

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6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments 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.

7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
 - 7.3.1. Liability and Definition. 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
 - 7.3.2. Exclusions. *Force Majeure shall not include the following occurrences:*
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. 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

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7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice.* 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* 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.

7.4. 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 for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. 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.

8.5. Survival of Rights and Obligations after Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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.

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8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1. 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.

9.2. Stop Work Order.

9.2.1. *Terms.* 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 a period up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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.

9.2.2. *Cancellation or Expiration.* 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.

9.3. Non-Exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. 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.

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- 10.2. 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, securing the Contract or an Amendment to the Contract, or receiving 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.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.
- 10.4. Termination Without Cause.
- 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles (GAAP) up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

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10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State, in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

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17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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1. Background

The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) will set forth a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.

The AzHIP has two (2) flagship goals to address the fifteen (15) public health issues: Healthy Communities, and Healthy People. The AzHIP defines healthy communities as interventions at the community or society level, targeting policy, systems and environmental approaches that shape the communities in which we live. Healthy People are interventions at the individual level, targeting individual behavior and promoting their making healthy choices.

These goals can be accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, we implement evidence based preventative health strategies, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

In order to best implement these goals, the Division of Public Health – Prevention Services has led a process to align strategies and improve integration of public health prevention programs. The Bureaus of Tobacco and Chronic Disease, Women's and Children's Health, Health Systems Development, and Nutrition and Physical Activity, Office of the Director - Local Health Liaison, and Office of Assistant Director have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

3. Objectives

Counties will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live.
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

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4. Scope of Work

This IGA offers a variety of evidence-based strategies designed to impact policy, system and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based strategies that influence individual behaviors, policy, organizational practices, systems and environment through the following program areas:

- 4.1 Commercial Tobacco Use;
- 4.2 Chronic Disease Prevention and control strategies to address the four leading causes of disease related death (Cancer, heart disease, pulmonary disease, and Alzheimer's);
- 4.3 Procurement of Healthy Foods;
- 4.4 Healthy Community Design;
- 4.5 School Health;
- 4.6 Worksite Wellness;
- 4.7 Clinical Care;
- 4.8 Children with Special Health Care Needs;
- 4.9 Public Health Accreditation Preparation;
- 4.10 Teen Pregnancy;
- 4.11 Title V Family Planning; and
- 4.12 Maternal and Child Health.

5. Evidence-Based Strategies

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:

- 5.1 Exhibit A – Tobacco;
- 5.2 Exhibit B - Chronic Disease;
- 5.3 Exhibit C - Health in Arizona Policy Initiative (HAPI);
- 5.4 Exhibit D - Public Health Accreditation Preparation;

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5.5 Exhibit E - Teen Pregnancy Prevention;

5.6 Exhibit F - Family Planning; and

5.7 Exhibit G - Maternal and Child Health.

6. Evaluation

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

7. Tasks

The County shall provide all of the tasks listed below:

- 7.1 Develop and implement an Annual Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies, and
- 7.4 Participate in the development of a shared comprehensive evaluation plan.

8. Requirements

The County shall meet the requirements listed below:

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing changes will be reported to the ADHS Program Coordinator within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the ADHS Program Coordinator for approval; and
- 8.4 Comply with all federal reporting requirements.

9. Deliverables

- 9.1 The County shall submit the deliverables listed below to the ADHS Program Coordinator:
 - 9.1.1 Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
 - 9.1.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

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- 9.1.3 A final CER invoice not later than forty-five (45) days following the end of each contract year;
- 9.1.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.1.5 Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
- 9.1.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.1.7 Submit an Annual Action Plan by August 15;
- 9.1.8 Submit an Annual Budget Plan by August 15;
- 9.1.9 Submit an Annual Report forty-five (45) days following the end of each Contract year;
- 9.1.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 9.1.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

9.2 ADHS will:

- 9.2.1 Review, provide feedback and approve the Annual Action Plan(s) within thirty (30) days of submittal;
- 9.2.2 Provide evidence-based strategies and supporting resources;
- 9.2.3 Provide a Quarterly Reporting Template;
- 9.2.4 Provide the Annual Action Plan Template;
- 9.2.5 Provide a Budget Plan Template;
- 9.2.6 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 9.2.7 Provide Outcome Measures;
- 9.2.8 Provide a Financial Guidance Document;
- 9.2.9 Provide feedback, technical assistance and training to support the approved Annual Action Plan(s), Reporting and Evaluation(s);
- 9.2.10 Access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and/or subject matter experts related to the strategy for which the County received funding;
- 9.2.11 Coordinate and conduct site visits; and
- 9.2.12 Provide the list of Title V priorities that the County may develop strategies.

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10. Approvals

ADHS must approve:

- 10.1 The Annual Action Plan and any subsequent changes or updates to the Action Plan, that will be implemented during the next Contract period, shall be submitted to ADHS for approval.
- 10.2 The quarterly Contractor's Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement.
- 10.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan.
- 10.4 All marketing materials (The use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 10.5 Quarterly Reports.
- 10.6 All evaluation components that involve human subjects.
- 10.7 Exhibit A - G –Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).
 - 10.7.1 **Exhibit A– Tobacco**
 - 10.7.2 **Exhibit B – Chronic Disease**
 - 10.7.3 **Exhibit C - Health in Arizona Policy Initiative (HAPI);**
 - 10.7.4 **Exhibit D – Public Health and Health Services Block Grant**
 - 10.7.5 **Exhibit E – Teen Pregnancy Prevention**
 - 10.7.6 **Exhibit F – Family Planning**
 - 10.7.7 **Exhibit G– Maternal and Child Health**

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

11. Deliverables and Delivery Schedule

NOTICES, CORRESPONDENCE, AND REPORTS

- 11.1 Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Sherry Haskins
Program Manager
Arizona Department of Health Services
150 N. 18th Avenue, Suite 300
Phoenix, AZ 85007
Sherry.Haskins@azdhs.gov
602-364-0606

- 11.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Main Contact for Program Management Correspondence	Name: Nancy Rutherford Title: Health Programs Manager Email: nrutherford@gilacountyaz.gov Phone: (928)402-8517
Main contact for finance Management Correspondence	Name: Sarah Chavez Title: Fiscal Accounting Clerk Email: schavez@gilacountyaz.gov Phone: (928)402-4332

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO
ADHS15-094962	

Evidence-Based Strategies for Tobacco

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

1.1 Program Strategy(s):

- 1.1.1 Utilize community outreach, education and policy advocacy at the community level to prevent youth tobacco use.
- 1.1.2 Promote the use of cessation treatments among adult and youth smokers.
- 1.1.3 Engage in peer-based approaches to prevent commercial tobacco use.
- 1.1.4 Improve public awareness of the risks of secondhand smoke/vapors.
- 1.1.5 Assist in tobacco enforcement activities.
- 1.1.6 Other evidence-based related strategy.

1.2 Tobacco Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website <http://www.azdhs.gov/diro/reports/strategicplan.htm> (http://tobaccofreearizona.com/reports/pdf/tfa_strategic-plan.pdf) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>).

Listed below are specific tasks and requirements related to the Program Strategy Options for tobacco.

1.3 Cessation Activity:

- 1.3.1 The County will work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan.
- 1.3.2 The County will participate in quarterly calls with the ASHLine CDT Representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance needs.

1.4 Prevention – Youth Coalition:

- 1.4.1 The County will work with BTCD selected contractor for youth coalition to develop and implement a Youth Coalition Action Plan.
- 1.4.2 The County will ensure youth coordinators and youth participate in trainings twice a year and will work with BTCD on any technical assistance needs.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO
ADHS15-094962	

1.5 Enforcement:

1.5.1 Attorney General's Counter Strike Program:

The County shall:

1.5.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program.

1.5.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks, youth must be 16 or 17 years of age, possess a valid Arizona State Identification Card and must be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year.

1.5.1.3 Facilitate and conduct in their county the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.5.1.4 Maintain quarterly communication with the Attorney General's Office Youth Tobacco Program.

1.5.2 Food & Drug Administration – Tobacco Control Act (TCA) Program/SYNAR:

The County shall:

1.5.2.1 Participate in the ADHS-FDA TCA program for youth underage buys throughout each fiscal year.

1.5.2.2 Promote and recruit youth from the community to participate in the FDA youth underage buys, number of inspections will be based on FDA requirements and may vary from year to year.

1.5.2.3 Required to have at least two (2) youth available for inspections at all times.

1.5.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county.

1.5.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT B EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE

Evidence-Based Strategies for Chronic Disease

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Chronic Disease

1.1 Program Strategy/s:

- 1.1.1 Improve public awareness of Alzheimer's disease and available resources for patients, caregivers and/or family members and health care providers.
- 1.1.2 Improve public awareness of risk factors and detection of pulmonary disease.
- 1.1.3 Promote and implement the Million Hearts Initiative.
- 1.1.4 Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model.
- 1.1.5 Support the work of schools to implement School Health Index/School Health Assessment and/or school wellness plans.
- 1.1.6 Other evidence-based related strategy.

1.2 Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf>).

Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

1.3 Alzheimer's/Dementia:

- 1.3.1 The County will work with the Alzheimer's Association- Desert Southwest Chapter to increase public awareness of Alzheimer's/Dementia including the warning signs of Alzheimer's disease to patients, caregivers and/or family members and health care providers.
- 1.3.2 The County will work with the Alzheimer's Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer's Association from provider's offices.

1.4 Chronic Lower Pulmonary Disease:

- 1.4.1 The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT B EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE
ADHS15-094962	

1.4.2 The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma.

1.4.3 The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

1.5 Cardiovascular Disease:

1.5.1 The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative.

1.5.2 Increase intervention and participation in disease management programs.

1.6 Chronic Disease Self-Management:

1.6.1 The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s)).

1.6.2 The County will ensure that staff is trained.

1.6.3 The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

1.7 School Health:

1.7.1 The County will coordinate school health activities with any other funding received for school health activities (such as HAPI or Arizona Nutrition Network).

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)	
ADHS15-094962		
EXHIBIT C		
EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)		

Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)

Counties may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Health in Arizona Policy Initiative (HAPI)

1.1 Program Strategy/s:

1.1.1 Procurement of Healthy Foods:

- 1.1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines.
- 1.1.1.2 Establish contract and bid writing standards to promote healthy food and beverages.
- 1.1.1.3 Establish healthy vending policies within institutions.
- 1.1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace.
- 1.1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar.
- 1.1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher.

1.1.2 Healthy Community Design:

- 1.1.2.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit.
- 1.1.2.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing.
- 1.1.2.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives.
- 1.1.2.4 Establish sites for community gardens in institutional settings and/or underserved areas.

1.1.3 School Health:

- 1.1.3.1 Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings.
- 1.1.3.2 Improve the nutrition quality of foods and beverages served in schools.
- 1.1.3.3 Improve the quality and amount of physical education and/or physical activity in

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT C
	EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

schools.

1.1.3.4 Target outreach and enrollment efforts to populations disproportionately uninsured.

1.1.4 Healthy Worksites:

1.1.4.1 Increase opportunities for physical activity in the workplace.

1.1.4.2 Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors.

1.1.4.3 Provide disease self-management classes to employees.

1.1.4.4 Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans.

1.1.4.5 Increase the number of employees that utilize preventive health screenings within employer health plans.

1.1.4.6 Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services.

1.1.4.7 Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management.

1.1.5 Clinical Care:

1.1.5.1 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models.

1.1.5.2 Integrate peer-support/promotora models into the healthcare institutional setting.

1.1.5.3 Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers).

1.1.5.4 Integration or implementation of patient-centered medical home (PCMH) model of primary care.

1.1.5.5 Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training.

1.1.5.6 Increase the number of health care systems that develop and implement a language access plan.

1.1.5.7 Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT C EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)
ADHS15-094962	

1.1.6 Children and Youth with Special Health Care Needs:

- 1.1.6.1 Promote inclusion of focus on children and youth/young adults with special health care needs.
- 1.1.6.2 Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs.
- 1.1.6.3 Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs.
- 1.1.6.4 Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level.
- 1.1.6.5 Other evidence-based related strategy.

1.2 HAPI Specific Tasks and Requirements:

- 1.2.1 A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children.
- 1.2.2 The County will coordinate school health activities with any other funding received for school health activities (such as Chronic Disease or Arizona Nutrition Network).

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT D EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH ACCREDITATION PREPARATION
ADHS15-094962	

Evidence-Based Strategies for Public Health Accreditation Preparation

The County must select a minimum of two (2) strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Preventive Health and Health Services Block Grant

1.1 Program Strategies:

- 1.1.1 Establish and Monitor a System of Performance Management.
- 1.1.2 Build a Culture of Quality Improvement.
- 1.1.3 Workforce Development.
- 1.1.4 Use award funds for Public Health Accreditation Board (PHAB) Fees.
- 1.1.5 Monitor and measure progress towards accomplishing goals in the County Health Improvement Plan.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15- 094962	EXHIBIT E
	EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

Evidence-Based Strategies for Teen Pregnancy Prevention

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Teen Pregnancy Prevention

1.1 Program Strategies:

- 1.1.1 Implement with fidelity an abstinence plus evidence-based or promising practice program through curriculum delivery to youth ages 11-19 years which may include parent-youth curriculum for guardians of youth ages 11-19. Programs must be culturally relevant, medically accurate and include process and outcome evaluations as outlined in the Teen Pregnancy Prevention Program Policy & Procedures manual.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT F EVIDENCE-BASED STRATEGIES FOR FAMILY PLANNING
ADHS15- 094962	

Evidence-Based Strategies for Family Planning

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Family Planning

1.1 Program Strategies:

- 1.1.1 Implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15- 094962	EXHIBIT G
	EVIDENCE-BASED STRATEGIES FOR MATERNAL AND CHILD HEALTH

Evidence-Based Strategies for Maternal and Child Health

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Maternal and Child Health (MCH)

1.1. Program Strategies:

- 1.1.1. The Contractor shall implement multi-faceted, evidence-based or evidence informed strategies at the county level that address state priorities as identified through Arizona's 2016 Title V Maternal and Child Health (MCH) Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the areas to be selected National Performance Measures, which will in turn influence the National Outcome Measures.

2. Maternal and Child Health Specific Tasks and Requirements:

Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services." Additionally, media and/or printed educational materials will also adhere to the required wording as follows: "This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau, under grant number 93.994 and title for \$ (to be filled in by Grantee upon receipt of grant award). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.

Contract Number	Intergovernmental Agreement (IGA)
ADHS15- 094962	

Attachment 1

PRICE SHEET PHASE 1

GILA COUNTY

PRICE SHEET PHASE ONE (1)

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

PHASE ONE (1) ACTION PLAN Tobacco and Chronic Disease

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE (UOM)	QUANTITY	UNIT COST	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752	\$6,752
TOTAL		1	\$6,752	\$6,752

TOBACCO

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817.66	\$119,270.64
TOTAL		4	\$29,817.66	\$119,270.64

CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244.34	\$8,977.36
TOTAL		4	\$2,244.34	\$8,977.36

PHASE ONE (1) ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700	\$8,700
TOTAL		1	\$8,700	\$8,700

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$8,762	\$35,048
TOTAL		4	\$8,762	\$35,048

Contract Number	Intergovernmental Agreement (IGA)
ADHS15- 094962	

Attachment 2

PRICE SHEET PHASE 2

GILA COUNTY

PRICE SHEET PHASE TWO (2)

PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016

PHASE TWO (2) ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.	\$7,000.
PHASE 2 ACTION PLAN TOTAL		1	\$7,000.	\$7,000.

PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$10,460	\$31,380
PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT TOTAL		3	\$10,460	\$31,380

PHASE ONE AND PHASE TWO GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1 & 2 GRAND TOTAL				\$217,128

PHASE ONE AND PHASE TWO TOTAL

ITEM / SERVICE DESCRIPTION				TOTAL
PHASE 1 & 2 TOTAL				\$217,128

Contract Number	Intergovernmental Agreement (IGA) Attachment 3 PRICE SHEET PHASE 3
ADHS15-094962	

GILA COUNTY

PRICE SHEET PHASE THREE (3)

PHASE 3: JANUARY 1, 2016 – JUNE 30, 2016

PHASE THREE (3) TO BE DETERMINED

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
TOTAL				

PHASES ONE, TWO and THREE: GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1, 2 & 3 GRAND TOTAL				



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-3482

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted For: Malissa Buzan, Director

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

Department: Community Services Division

Fiscal Year: 2015/2016 Budgeted?: Yes

Contract Dates July 1, 2015 Grant?: No

Begin & End: through June
30, 2016

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Memorandum of Agreement (MOA) between the Arizona Community Action Association (ACAA) and Gila County Community Services

Background Information

The Department of Economic Security (DES) issued funds to the ACAA to be used for a one time distribution to all ACAA partners for the cost incurred in the operation of the CAP60 case management software for the fiscal year 2015/2016.

The Board of Supervisors tabled the approval of this agenda item at its November 17, 2015, meeting at the request of the Community Services Division Director. At that time it was believed that Jeff Dalton, Deputy County Attorney and Civil Bureau Chief, had a concern with the MOA; however, he later confirmed that he did not have any issue with the agreement but that was not conveyed to the BOS before the meeting. The MOA is in correct form to be approved by the Board of Supervisors.

Evaluation

The purpose of this MOA is to establish terms and conditions under which ACAA agrees to provide a one time payment of \$7,539 to Gila County Community Services for CAP60 case management software. By receiving this payment, Gila County Community Services agrees to deliver the Case Management (CMT) Monthly, Low Income Home Energy Assistance Program (LIHEAP) Annual, and the Results Oriented Management and Accountability (ROMA) reports.

Conclusion

By the Board of Supervisors approving this MOA, it will ensure ACAA in providing payment to Gila County Community Services which will enable them to utilize the CAP60 case management software.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this MOA between the Arizona Community Action Association and Gila County Community Services.

Suggested Motion

Approval of a Memorandum of Agreement between Arizona Community Action Association and Gila County Community Services to receive a one-time lump sum of \$7,539 to cover the costs incurred by Gila County Community Services in the operation of the CAP60 case management software.

Attachments

Memorandum of Agreement with Arizona Community Action Association



Arizona Community Action Association

Memorandum of Agreement Between Arizona Community Action Association and the Gila County Community Services

1. **PARTIES.** This Memorandum of Agreement (MOA) is made and entered into by and between the Arizona Community Action Association (ACAA) and the GILA COUNTY COMMUNITY SERVICES.
2. **PURPOSES OF THE MOA.** The purpose of this MOA is to establish the terms and conditions under which ACAA agrees to provide payment, to GILA COUNTY COMMUNITY SERVICES, to enable GILA COUNTY COMMUNITY SERVICES to continue to utilize CAP60's case management software platform.
3. **TERM OF THE MOA.** This MOA shall be effective from July 1, 2015 until June 30, 2016.
4. **PAYMENT TERMS.** ACAA agrees to pay GILA COUNTY COMMUNITY SERVICES a one-time lump sum of \$7,539 to cover the costs incurred by GILA COUNTY COMMUNITY SERVICES in the operation of the CAP60 case management software for State Fiscal Year 2016 (July 1, 2015-June 30, 2016).
5. **RESPONSIBILITIES OF ACAA.** ACAA agrees to the following provisions:
 - a. Submit payment to GILA COUNTY COMMUNITY SERVICES in the amount of \$7,539 upon receipt of signed MOA.
6. **RESPONSIBILITIES OF GILA COUNTY COMMUNITY SERVICES.** GILA COUNTY COMMUNITY SERVICES agrees to the following provisions:
 - a. To ensure the Agency contract held with CAP60, the database provider, includes the delivery of the DES Case Management Monthly Report, Low Income Home Energy Assistance Program (LIHEAP) Annual (except Weatherization data), and the Results Oriented Management and Accountability (ROMA) IS reports.
 - b. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
 - c. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it

verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7. **EFFECTIVE DATE AND SIGNATURE.** This MOA shall be agreed to and effective upon the signature of ACAA and GILA COUNTY COMMUNITY SERVICES authorized officials.

Arizona Community Action Association

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

GILA COUNTY COMMUNITY SERVICES

Name and Title (Please Print)

Signature

Date

ARF-3485

Consent Agenda Item

5. C.

Regular BOS Meeting

Meeting Date: 12/01/2015

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Re-appointments

Background Information

Mike Hanich and Peter Oddonetto currently serve on the Gila County Building Safety Advisory and Appeals Board. Their terms of office will expire on December 31, 2015. Both Mr. Hanich and Mr. Oddonetto have agreed to serve another 4-year term of office on this governing board.

Evaluation

It would be beneficial to Gila County for the Board of Supervisors to re-appoint Mr. Hanich and Mr. Oddonetto to the Gila County Building Safety Advisory and Appeals Board. There are certain statutory requirements for the representation on this governing board from the following categories and the person must be licensed in Arizona: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade. Mr. Hanich is an architectural draftsman and Mr. Oddonetto is a general contractor.

Conclusion

The Board of Supervisors has the responsibility to appoint members to this governing board; therefore, the Board should consider re-appointing Mr. Hanich and Mr. Oddonetto for another 4-year term as they have graciously offered to serve another term of office.

Recommendation

It is recommended that the Board of Supervisors consider re-appointing Mr. Hanich and Mr. Oddonetto to the Gila County Building Safety Advisory and Appeals Board for another four years.

Suggested Motion

Approval of the reappointment of Mike Hanich and Peter Oddonetto to the Gila County Building Safety Advisory and Appeals Board for another 4-year term of office beginning January 1, 2016, through December 31, 2019.

Attachments

Gila County Building Safety Advisory and Appeals Board Member List

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to the BOS on 12/1/15)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Perry Schall-Plumber	D	C (10/22/13)	1 year, 7 months	01/01/14 – 12/31/17	01/01/14 – 12/31/17
Clint Miller-Architect	D	C (10/22/13)	13 months	01/01/14 – 12/31/17	01/01/14 – 12/31/17
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	7 years, 9 months	01/01/16 – 12/31/19	01/01/16 – 12/31/19
Walter Del Campo-Electrical Contractor	D	B (Peter Havens) (06/25/13)	-	06/25/13-12/31/16	01/01/13-12/31/16
Bruce Binkley-Architect	D	C (11/18/14)	1 year, 8 months	01/01/15-12/31/18	01/01/15-12/31/18
Bob O'Connor-HVAC Contractor	D	C (11/18/14)	6 years, 9 months	01/01/15-12/31/18	01/01/15-12/31/18
Peter Oddonetto-General Contractor	D	C (01/24/12)	7 years, 9 months	01/01/16-12/31/19	01/01/16-12/31/19

¹ Appointment Information:

- Date of creation: October 23, 2007
- Per A.R.S. 11-862 – Board must have 5 but not more than 7 members from the following categories and must be licensed in AZ: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade.
- Per Gila County Building Ordinance, Section 4(B)(2) – Board members must be residents of Gila County but cannot be employees of Gila County government.
- Appointed by the BOS with 4-year terms of office...staggered so that at least one but no more than two terms expire each year.

² Appointment Designation:

- Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- Supervisory Appointment: Member unrestricted by district.
- Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- New Appointment
- Existing vacancy created by (provide name)
- Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3469

Consent Agenda Item

5. D.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: October 2015

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr., Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for October 2015.

Suggested Motion

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

Attachments

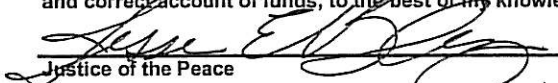
Globe Justice Court Monthly Report for October 2015

OCT., 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZOPRF		STATE	\$ 97.17	\$ 4.86	\$ 92.31
Drug and Gang Enforcement Fines	ZDE0J		STATE	\$ 120.54	\$ 6.03	\$ 114.51
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 15.00	\$ 0.75	\$ 14.25
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,357.46	\$ -	\$ 3,357.46
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,539.15	\$ -	\$ 1,539.15
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,804.11	\$ 90.21	\$ 1,713.90
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZROA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 68.80	\$ 3.44	\$ 65.36
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,113.50	\$ 55.68	\$ 1,057.82
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 52.20	\$ 2.61	\$ 49.59
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 14.25	\$ 0.72	\$ 13.53
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 0.75	\$ 0.04	\$ 0.71
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,210.98	\$ -	\$ 1,210.98
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 5,785.10	\$ 289.26	\$ 5,495.84
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,707.00	\$ 85.35	\$ 1,621.65
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 664.91	\$ 33.25	\$ 631.66
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 84.15	\$ 4.21	\$ 79.94
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 390.36	\$ 19.52	\$ 370.84
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 71.34	\$ 3.57	\$ 67.77
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,040.63	\$ 52.04	\$ 988.59
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 12,284.00	\$ 614.20	\$ 11,669.80
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	\$ 835.35	\$ 41.77	\$ 793.58
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311-3400.17	X10501311-4861	\$ 1,439.61	\$ 71.99	\$ 1,367.62
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	\$ 661.79	\$ -	\$ 661.79
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 173.66	\$ -	\$ 173.66
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,232.45	\$ -	\$ 1,232.45
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 397.51	\$ 19.88	\$ 377.63
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,376.99	\$ -	\$ 1,376.99
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	\$ 100.20	\$ -	\$ 100.20
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 66.80	\$ -	\$ 66.80
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 103.91	\$ 5.20	\$ 98.71
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 496.64	\$ 24.84	\$ 471.80
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 1,597.59	\$ 79.88	\$ 1,517.71
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,238.28	\$ 61.92	\$ 1,176.36
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 154.73	\$ 7.74	\$ 146.99
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 40.29	\$ 2.02	\$ 38.27
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 57.99	\$ 2.90	\$ 55.09
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 502.36	\$ 25.12	\$ 477.24
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control	ZOS10	942-2061	T953-2061	\$ 3.64	\$ -	\$ 3.64
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 1.55	\$ 0.08	\$ 1.47
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 4.21	\$ 0.22	\$ 3.99
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 4.11	\$ 0.21	\$ 3.90
TriCity Fire Department (TRIF)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ 0.77	\$ 0.04	\$ 0.73
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ 0.42	\$ 0.03	\$ 0.39
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 45.68	\$ 2.29	\$ 43.39
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 295.89	\$ 14.80	\$ 281.09
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 2,490.38	\$ 124.52	\$ 2,365.86
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 108.03	\$ 5.40	\$ 102.63
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,137.30	\$ 156.87	\$ 2,980.43
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 41.79	\$ 2.09	\$ 39.70
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 134.76	\$ -	\$ 134.76
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,686.40	\$ -	\$ 2,686.40
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,790.93	\$ -	\$ 1,790.93
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	\$ 11.21	\$ 0.57	\$ 10.64
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 270.40	\$ 13.52	\$ 256.88
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -

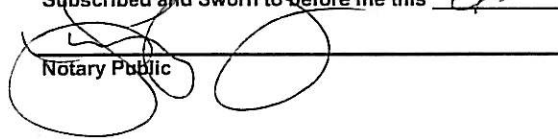
HURF - to City Police	ZHRFC	CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP	CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC	CITY POLICE	\$ -	\$ -	\$ -
TOTALS			\$ 53,019.02	\$ 1,934.34	\$ 51,084.68
			TOTAL ADJUSTED BALANCE VERIFICATION		\$ 51,084.68
			TOTAL RESTITUTION RECEIVED		\$ 763.84
			TOTAL RECEIPTS THIS MONTH		\$ 53,782.86

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/5/2015	8992	\$ 7,954.76	ARIZONA STATE TREASURER
11/5/2015	8993	\$ 45,064.26	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 53,019.02	TOTAL DISTRIBUTIONS THIS MONTH

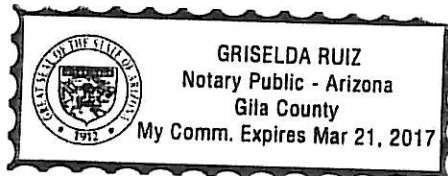
I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of OCT., 2015.


Justice of the Peace

Subscribed and Sworn to before me this 10TH day of November, 2015.


Notary Public

My Commission Expires: March 21, 2017



GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: October, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$7,029.10
RECEIVED DURING THE MONTH	\$10,680.50
DISBURSED DURING THE MONTH	\$8,608.50
BALANCE AT THE END OF THE MONTH	\$9,101.10


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.

ARF-3476

Consent Agenda Item

5. E.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: October 2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk, Constable - Payson Regional

Information

Subject

Payson Regional Constable's Office Monthly Report for October 2015.

Suggested Motion

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

Attachments

Payson Regional Constable's Office Monthly Report for October 2015

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

October 2015 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEEs COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

November 3, 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 **October, 2015**, the Payson Regional Constable's Office:

- ♦ Received a total of **285** papers for service
- ♦ Drove a total of **961** miles
- ♦ Collected a total of **\$993.60** as follows:

- Check Total \$456.00
- Cash Total \$537.60
- Total Deposited \$993.60


- Less Writ Fee (3 @ \$5.00/each) Collected
(Check #2407/Treasurer's Receipt #98425) (\$ 15.00)

- Paid to General Fund
(Check #2408/Treasurer's Receipt #98426) \$978.60

- 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 **\$1,853.60**

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 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	\$1,345.00	\$875.00	\$2,220.00
AUGUST	202	1,029	\$1,396.24	\$875.00	\$2,271.24
SEPTEMBER	104	791	\$1,383.00	\$875.00	\$2,258.00
OCTOBER	285	961	\$993.60	\$875.00	\$1,868.60
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	705	3,659	\$5,117.84	\$3,500.00	\$8,617.84



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Barry A Standifird PC,	1510PR037	10/13/15	676	40.00

				40.00
CPM Corporation,	1509PR102	10/06/15	675	21.00

				21.00
Collins & Collins LLP,	1510PR056	10/15/15	681	96.00

				96.00
Dawson, Kenneth	1510PR010	10/02/15	672	48.00
	1510PR067	10/19/15	685	48.00

				96.00
Evans Dove & Nelson PLC,	1510PR095	10/23/15	686	77.00

				77.00
Grandjean, Jennifer Danae	1510PR031	10/07/15	678	40.00

				40.00
Hinton, Jan	1510PR055	10/15/15	680	68.00

				68.00
JJL Process Corp,	1510PR098	10/23/15	688	69.00

				69.00
Lloyd Law Group PLLC,	1510PR129	10/27/15	689	40.00
	1510PR129	10/29/15	690	8.00

				48.00
Platt, Jeffrey Wayne	1510PR062	10/16/15	682	16.00
	1510PR062	10/16/15	683	24.00

				40.00

Richey, Vickie	1510PR030	10/07/15	677	68.00

				68.00
Santana, Desiree Ellen	1510PR142	10/30/15	691	40.00

				40.00
Sexton, Rick Carol	1510PR026	10/05/15	673	48.00

				48.00
Tautkus, Alan	1510PR054	10/15/15	679	48.00

				48.00
Thompson Montgomery & DeRose,	1510PR097	10/23/15	687	69.60

				69.60
Trainor, Wendy	1510PR027	10/06/15	674	48.00
	1510PR066	10/19/15	684	77.00

				125.00

	Total Cash			993.60
	Received:			

Report Includes:

All transaction dates between `10/01/15` and `10/31/15`, 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

<u>ProcessDescription</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	146	146	100.00	0	0.00	0	0.00
Criminal Subpoena	74	2	2.70	55	74.32	17	22.97
Five Day Notice	1	0	0.00	0	0.00	1	100.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	0	0.00	1	100.00
Injunction Against Harassment	4	0	0.00	4	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice of Hearing	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	29	0	0.00	29	100.00	0	0.00
Order of Protection	6	0	0.00	6	100.00	0	0.00
Summons and Complaint	2	0	0.00	2	100.00	0	0.00
Summons Forcible Detainer	8	0	0.00	8	100.00	0	0.00
Criminal Summons	8	1	12.50	6	75.00	1	12.50
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Totals	285	149	5.56	116	80.56	20	13.89

Report Includes:

All receive dates between `00:00:00 10/01/15` and `23:59:59 10/31/15`, 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: Adler, Jason J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 S MCLANE RD; unit 43, Payson	Clark, M A	Jason Jay Adler	YES

Time/Date: 09:50:00 10/02/15

To Be Served: Adler, Ronald J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16603 N Hwy 87 space 4/HCR 1 Box 1229/Rye, Michelle Keegan Payson			NO

Time/Date: 11:48:00 10/28/15

To Be Served: Ahlman, Shelby M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
163 W SALLY MAY CIR, Tonto Basin	Hensley, T J		NO

Time/Date: 15:59:00 10/16/15

163 W SALLY MAY CIR, Tonto Basin	Hensley, T J	Shelby Ahlman	YES
----------------------------------	--------------	---------------	-----

Time/Date: 17:55:00 10/16/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 S MARIPOSA CIR, Payson	White, C	[REDACTED]	YES

Time/Date: 11:41:00 10/06/15

To Be Served: Antich, Jim

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 W RED BARON RD; FRITO LAY, Payson	White, C		NO

Time/Date: 11:14:00 10/06/15

1304 W RED BARON RD; FRITO LAY, Payson	White, C		NO
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Time/Date: 11:00:00 10/08/151304 W RED BARON RD; FRITO LAY,
Payson

White, C

NO

Time/Date: 14:05:00 10/13/151304 W RED BARON RD; FRITO LAY,
Payson

White, C

NO

Time/Date: 15:16:00 10/14/15**To Be Served:** Axlund, Erik**Service Attempt****Attempted By****Served On****Svd?**

201 North Colcord Road, Payson

Michelle Keegan

NO

Time/Date: 09:56:00 10/27/15**To Be Served:** Baltz, Karen**Service Attempt****Attempted By****Served On****Svd?**

108 W Main St, Payson

Michelle Keegan

NO

Time/Date: 09:56:00 10/27/15**To Be Served:** Blake, Joel M.**Service Attempt****Attempted By****Served On****Svd?**

611 Granite Dells, Payson

White, C

Joel Blake

YES

Time/Date: 15:40:00 10/14/15**To Be Served:** Blakeney, Jennifer M.**Service Attempt****Attempted By****Served On****Svd?**

202 E FRONTIER ST; unit A, Payson

White, C

NO

Time/Date: 15:14:00 10/13/15

202 E FRONTIER ST; unit A, Payson

White, C

NO

Time/Date: 16:00:00 10/14/15

202 E FRONTIER ST; unit A, Payson

Todd, Travis

NO

Time/Date: 09:55:00 10/18/15

202 E FRONTIER ST; unit A, Payson

Michelle Keegan

NO

Time/Date: 09:50:00 10/19/15

202 E FRONTIER ST; unit A, Payson

Michelle Keegan

NO

Time/Date: 11:51:00 10/19/15

To Be Served: Boucher, Aleatha M.**Service Attempt****Attempted By****Served On****Svd?**

8250 W JUNIPER PL, Payson

Havey, M T

Aleatha Boucher

YES

Time/Date: 20:00:00 10/07/15**To Be Served:** Cadwell, Josh**Service Attempt****Attempted By****Served On****Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 09:23:00 10/16/15**To Be Served:** Carlson, Jeff**Service Attempt****Attempted By****Served On****Svd?**

801 E FRONTIER ST; unit 14, Payson

White, C

NO

Time/Date: 14:10:00 10/13/15

401 E STHY 260; SAFEWAY, Payson

White, C

Jeff Carlson

YES

Time/Date: 14:39:00 10/13/15**To Be Served:** Chagolla, Robert**Service Attempt****Attempted By****Served On****Svd?**

108 W Main Street, Payson

Dirks, B C

GCSO Clipboard

YES

Time/Date: 16:40:00 10/01/15**To Be Served:** Chevalier, Deborah L.**Service Attempt****Attempted By****Served On****Svd?**

103 W ALPINE CIR, Payson

White, C

Deborah Lynn Chevalier

YES

Time/Date: 10:54:00 10/13/15

103 W ALPINE CIR, Payson

White, C

Deborah Lynn Chevalier

YES

Time/Date: 10:54:00 10/13/15**To Be Served:** Clark, Steven D.**Service Attempt****Attempted By****Served On****Svd?**

701 E WADE LN, Payson

White, C

Steven Douglas Clark

YES

Time/Date: 15:19:00 10/07/15

To Be Served: Daugherty, Curtis F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E MCKAMEY ST; unit 1-2, Payson	White, C	Curtis F Daugherty	YES

Time/Date: 12:13:00 10/06/15**To Be Served:** Davies, Jesse T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 North Beeline, Payson	White, C	PPD Clipboard	YES

Time/Date: 11:34:00 10/27/15

303 North Beeline, Payson	Engler, D B	PPD Clipboard	YES
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Time/Date: 10:10:00 10/30/15**To Be Served:** Deaton, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 10:10:00 10/30/15**To Be Served:** DeRango, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES

Time/Date: 15:47:00 10/13/15

201 North Colcord Road, Payson	Michelle Keegan		NO
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Time/Date: 09:56:00 10/27/15**To Be Served:** Deschaaf, Chad

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 North Beeline Hwy, Payson	Michelle Keegan		NO

Time/Date: 09:56:00 10/27/15

303 North Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES
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Time/Date: 10:10:00 10/30/15**To Be Served:** Dirks, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
<hr/>			
To Be Served: Doyle, Walter T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	White, C	Walter Thomas Doyle	YES
Time/Date: 10:00:00 10/05/15			
<hr/>			
To Be Served: Edwards, Jennifer			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 N BEELINE HWY; FOUR SEASONS; unit White, C 18, Payson		Posted/Mailed	YES
Time/Date: 10:38:00 10/07/15			
801 E Frontier Street #6, Payson	John France		NO
Time/Date: 13:40:00 10/19/15			
905 N BEELINE HWY; FOUR SEASONS; unit John France 18, Payson		Joyce Roberson	NO
Time/Date: 14:05:00 10/19/15			
905 N BEELINE HWY; FOUR SEASONS; unit Scott, T K 18, Payson		Joyce Roberson	YES
Time/Date: 14:20:00 10/20/15			
<hr/>			
To Be Served: Engelhart, James J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
811 N GRANITE DR, Payson	White, C		NO
Time/Date: 14:48:00 10/13/15			
811 N GRANITE DR, Payson	White, C		NO
Time/Date: 14:49:00 10/13/15			
120 S TONTO ST; unit 12, Payson	White, C	James J Engelhart	YES
Time/Date: 15:07:00 10/13/15			
<hr/>			
To Be Served: Engler, Donald B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

303 N Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 10:10:00 10/30/15			
<hr/>			
To Be Served: Engler, Donald B. II			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 S Main Street, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
<hr/>			
To Be Served: Enlund, William J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
913 S Ridgeway St, Payson	White, C		NO
Time/Date: 10:00:00 10/06/15			
913 S Ridgeway St, Payson	White, C	Willian Enlund	YES
Time/Date: 14:31:00 10/13/15			
<hr/>			
To Be Served: Ernst, Douglas			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
<hr/>			
To Be Served: Escobedo, Nicholas M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4043 E EWING RANCH RD, Tonto Basin	Hensley, T J	Nick Escobedo	YES
Time/Date: 19:00:00 10/02/15			
<hr/>			
To Be Served: Everetts, Larry			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3584 N AZ HIGHWAY 87; unit 13, Pine	White, C	Posted/Mailed	YES
Time/Date: 16:05:00 10/07/15			
<hr/>			
To Be Served: Fillmore, Roxanna J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5732 N AZ HIGHWAY 288; unit 6, Roosevelt	Olivarez, G T		NO

Time/Date: 11:57:00 10/01/15

5732 N AZ HIGHWAY 288; unit 6, Roosevelt Olivarez, G T

NO

Time/Date: 12:46:00 10/02/15

To Be Served: Frericks, John

Service Attempt

Attempted By

Served On

Svd?

4230 N AZ HIGHWAY 87; COUNTRY
MEADOWS MHP, Pine

Michelle Keegan

NO

Time/Date: 09:56:00 10/27/15

To Be Served: Garrett, Jamie

Service Attempt

Attempted By

Served On

Svd?

108 West Main Street, Payson

Jamie Garrett

CJ Garrett

YES

Time/Date: 16:15:00 10/29/15

To Be Served: Garvin, Donald J.

Service Attempt

Attempted By

Served On

Svd?

303 N. Beeline, Payson

White, C

PPD Clipboard

YES

Time/Date: 15:00:00 10/13/15

303 N. Beeline, Payson

Engler, D B

PPD Clipboard

YES

Time/Date: 10:10:00 10/30/15

To Be Served: Gerard, Jon S.

Service Attempt

Attempted By

Served On

Svd?

208 E JUNIPER ST, Payson

Havey, M T

NO

Time/Date: 17:05:00 10/16/15

208 E JUNIPER ST, Payson

White, C

NO

Time/Date: 10:49:00 10/27/15

208 E JUNIPER ST, Payson

Cross, J

NO

Time/Date: 20:58:00 10/30/15

208 E JUNIPER ST, Payson

Halenar, R

Jon Gerard

YES

Time/Date: 11:27:00 10/31/15

To Be Served: Gilan, Norman R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
209 E ZURICH DR, Payson	White, C	Norman R Gilan	YES
Time/Date: 10:41:00 10/13/15			
To Be Served: Grandjean, Jennifer D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
701 E Wade Lane, Payson	White, C		NO
Time/Date: 15:19:00 10/07/15			
505 S BEELINE HWY; WENDYS, Payson	White, C	Jennifer Danae Grandjean	YES
Time/Date: 15:32:00 10/07/15			
To Be Served: Guerrero, Jonathyn R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
602 N Colcord, Payson	Havey, M T		NO
Time/Date: 16:26:00 10/16/15			
905 S MCLANE RD; unit 40, Payson	Chagolla, R		NO
Time/Date: 16:50:00 10/17/15			
905 S MCLANE RD; unit 40, Payson	White, C	Jonathyn Guerrero	YES
Time/Date: 17:05:00 10/17/15			
To Be Served: Hall, Cassie R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 S MARIPOSA CIR, Payson	White, C	Cassie Renee Hall	YES
Time/Date: 11:41:00 10/06/15			
To Be Served: Hansen, Michael			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:00:00 10/13/15			
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 10:10:00 10/30/15			
To Be Served: Hazelo, Jason			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:25:00 10/06/15			
303 N Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 10:10:00 10/30/15			
To Be Served: Hipes, Dale			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 S CRESCENT MOON, Payson	Engler, D B	Dale Hipes	YES
Time/Date: 14:20:00 10/28/15			
To Be Served: Hoffman, Billy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:25:00 10/06/15			
To Be Served: Hopson, Larry D. SR			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 W Elm St, Payson	White, C		NO
Time/Date: 10:57:00 10/06/15			
203 W Elm St, Payson	White, C	Larry Hopson	YES
Time/Date: 10:52:00 10/07/15			
To Be Served: Hughes, Bryan M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E GARRELS DR; unit B, Star Valley	Halenar, R		NO
Time/Date: 19:00:00 10/18/15			
109 E GARRELS DR; unit B, Star Valley	John France		NO
Time/Date: 14:10:00 10/19/15			
109 E GARRELS DR; unit B, Star Valley	Michelle Keegan		NO
Time/Date: 10:00:00 10/23/15			
714 S BEELINE HWY, Payson	John France		NO
Time/Date: 09:15:00 10/26/15			

3870 E AZ HIGHWAY 260, Star Valley	White, C		NO
Time/Date: 14:03:00 10/27/15			
3870 E AZ HIGHWAY 260, Star Valley	Engler, D B		NO
Time/Date: 11:20:00 10/29/15			
3780 E AZ HIGHWAY 260, Star Valley	Engler, D B		NO
Time/Date: 11:00:00 10/30/15			
S SPRAUGE DR & S MOONLIGHT DR, Star Valley	Halenar, R	Bryan M Hughes	YES
Time/Date: 10:45:00 10/31/15			
<hr/>			
To Be Served: Hughes, Tatum N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E Garrels #B, Star Valley	Clark, M A	Posted on door	YES
Time/Date: 11:00:00 10/02/15			
109 E Garrels #B, Star Valley	John France		NO
Time/Date: 13:40:00 10/19/15			
109 E Garrels #B, Star Valley	Todd, Travis	Posted @ residence	YES
Time/Date: 12:24:00 10/20/15			
<hr/>			
To Be Served: Johnson, Gina L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
607 S COLCORD RD; Unit B, Payson	White, C	Charli Childers	YES
Time/Date: 10:18:00 10/16/15			
<hr/>			
To Be Served: Jones, Joseph G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
802 N BEELINE HWY, Payson	Chagolla, R		NO
Time/Date: 16:32:00 10/26/15			
802 N BEELINE HWY, Payson	White, C		NO
Time/Date: 14:25:00 10/27/15			
<hr/>			
To Be Served: Kerszykowski, Leonard G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

108 W Main St -Work, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
To Be Served: Kjellstrom, Benjamin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:47:00 10/13/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:47:00 10/13/15			
To Be Served: Koch, Heidee L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
900 S BEELINE HWY; CHILIS BAR AND GRILL, Payson	Engler, D B	Heidee L Koch	YES
Time/Date: 11:20:00 10/30/15			
To Be Served: Labadie, Elena M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 S Mariposa St, Payson	Cross, J	Elena Labadie	YES
Time/Date: 20:19:00 10/30/15			
To Be Served: Lee, Jacob			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 10:10:00 10/30/15			
To Be Served: Licavoli, Peter V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 14:50:00 10/27/15			
To Be Served: Liddle, George			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
306 S STONE CREEK CIR, Payson	Clark, M A	George Liddle	YES

Time/Date: 10:14:00 10/01/15

To Be Served: Liles, Robert M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
123 Forest Dr/POB 354, Tonto Basin	Hensley, T J	Robert M Liles	YES

Time/Date: 19:45:00 10/02/15

To Be Served: Linkey, Garth J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 10:10:00 10/30/15

To Be Served: Lynn, Jordyn

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4344 N AZ HIGHWAY 87; unit 20, Pine	White, C	Posted/Mailed	YES

Time/Date: 10:55:00 10/16/15

To Be Served: Marchesseault, Andrew

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
TAR #31, Payson	Harkenss, J	TAR Clipboard	YES

Time/Date: 16:11:00 10/28/15

To Be Served: Martin, Bradley

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES

Time/Date: 14:27:00 10/30/15

To Be Served: McAnerny, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 10:10:00 10/30/15

To Be Served: McClure, Jeff A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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108 W MAIN ST, Payson	White, C	GCSO Clipboard	YES
Time/Date: 15:27:00 10/13/15			

To Be Served: Meredith, Jared

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 09:23:00 10/16/15			

To Be Served: Meredith, Mathew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 N CORNERSTONE WAY SPC 15, Star Valley	White, C		NO
Time/Date: 13:50:00 10/27/15			
300 E AERO DR, Payson	White, C		NO
Time/Date: 13:56:00 10/27/15			
108 W MAIN ST, Payson	Jamie Garrett	Mathew J Meredith	YES
Time/Date: 16:57:00 10/27/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 15, Star Valley	White, C		NO
Time/Date: 13:50:00 10/27/15			
190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 15, Star Valley	White, C		NO
Time/Date: 13:56:00 10/27/15			
108 W MAIN ST, Payson	Jamie Garrett	Mathew J Meredith	YES
Time/Date: 16:57:00 10/27/15			

To Be Served: Miller, Mary E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6330 W HARDSCRABBLE MESA RD; unit 4, Pine	Michelle Keegan		NO
Time/Date: 13:43:00 10/27/15			

6330 W HARDSCRABBLE MESA RD; unit 4, Engler, D B
Pine

Mary Miller-Ashley

YES

Time/Date: 14:50:00 10/28/15

To Be Served: Mize, Theresa M.

Service Attempt

Attempted By

Served On

Svd?

110 W Roundup, Payson

Todd, Travis

Theresa Mize

YES

Time/Date: 10:18:00 10/18/15

To Be Served: Montgomery, Steve

Service Attempt

Attempted By

Served On

Svd?

108 W MAIN ST, Payson

Dirks, B C

DPS Clipboard

YES

Time/Date: 14:27:00 10/30/15

To Be Served: Mullins, Nate

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

Engler, D B

PPD Clipboard

YES

Time/Date: 10:10:00 10/30/15

To Be Served: [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

112 E PHOENIX ST, Payson

White, C

Maria Munoz

YES

Time/Date: 12:01:00 10/07/15

To Be Served: Munoz, Maria

Service Attempt

Attempted By

Served On

Svd?

112 E PHOENIX ST, Payson

White, C

Maria Munoz

YES

Time/Date: 12:01:00 10/07/15

To Be Served: Newman, Pamela R.

Service Attempt

Attempted By

Served On

Svd?

200 W FRONTIER ST, Payson

Todd, Travis

Pamela Rose Newman

YES

Time/Date: 15:03:00 10/19/15

To Be Served: NOGGLE, LAURIE

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 15, Payson	Clark, M A		NO
Time/Date: 09:55:00 10/02/15			
905 S MCLANE RD; unit 15, Payson	Todd, Travis		NO
Time/Date: 12:47:00 10/03/15			
905 S MCLANE RD; unit 15, Payson	White, C		NO
Time/Date: 10:21:00 10/05/15			
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Laurie Noggle	YES
Time/Date: 09:45:00 10/06/15			

To Be Served: Nottingham, Cherry L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
280 W Oxbow Trl, Payson	Halenar, R	Cherry L Nottingham	YES
Time/Date: 12:18:00 10/31/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
280 W OXBOW TRL, Payson	Halenar, R	Cherry L Nottingham	YES
Time/Date: 12:18:00 10/31/15			

To Be Served: Nye, Thomas C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
9406 Pine Cone Trail, Pine	Scott, T K		NO
Time/Date: 09:40:00 10/01/15			
9406 Pine Cone Trail, Pine	Michelle Keegan		NO
Time/Date: 15:30:00 10/01/15			
9406 Pine Cone Trail, Pine	Michelle Keegan		NO
Time/Date: 13:25:00 10/02/15			
116 S JOAN DR, Payson	White, C		NO
Time/Date: 10:40:00 10/06/15			
9406 Pine Cone Trail, Pine	White, C		NO

Time/Date: 16:20:00 10/07/15

To Be Served: O'Daniel, Racquel L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
517 N Colcord Rd, Payson	Havey, M T		NO

Time/Date: 21:07:00 10/30/15

517 N Colcord Rd, Payson	Halenar, R	Racquel L Odaniel	YES
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Time/Date: 11:15:00 10/31/15

To Be Served:

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
517 N COLCORD RD, Payson	Havey, M T		NO

Time/Date: 21:07:00 10/30/15

517 N COLCORD RD, Payson	Halenar, R	Racquell O'Daniel	YES
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Time/Date: 11:15:00 10/31/15

To Be Served: O'Donnell, Glenda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
142 E STHY 260; BASHAS, Payson	White, C		NO

Time/Date: 13:45:00 10/13/15

914 E LONE PINE CIR, Payson	White, C		NO
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Time/Date: 13:57:00 10/13/15

914 E LONE PINE CIR, Payson	White, C	Glenda O'Donnell	YES
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Time/Date: 13:58:00 10/13/15

To Be Served: Oestmann, Jimmy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES

Time/Date: 14:27:00 10/30/15

To Be Served: Olvera, Serena

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
812 E LONE PINE CIR, Payson	White, C	Serena Olvera	YES

Time/Date: 11:51:00 10/07/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
812 E LONE PINE CIR, Payson	White, C	[REDACTED]	YES

Time/Date: 11:51:00 10/07/15**To Be Served:** Palmer, Melvin M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4731 Ernies Road, Strawberry	Michelle Keegan		NO

Time/Date: 09:56:00 10/27/15**To Be Served:** Papineau, Leroy P. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 S Mariposa Street, Payson	Cross, J	Leroy Papineau	YES

Time/Date: 20:21:00 10/30/15**To Be Served:** Passalacqua, Francois A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
30 BIA 101 RD; MAZATZAL CASINO, Payson	Havey, M T	Francois A Passalacqua	YES

Time/Date: 23:23:00 10/30/15**To Be Served:** Patrick, Joseph T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Tonto Apache Reservation #9, Payson	Marchesseault	Joseph Patrick	YES

Time/Date: 15:20:00 10/16/15**To Be Served:** Payson Magistrate Court

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	White, C	Yvette Hoffman	YES

Time/Date: 11:50:00 10/13/15**To Be Served:** Payson Unified School District

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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902 West Main Street, Payson	Havey, M T		NO
Time/Date: 16:25:00 10/28/15			
902 West Main Street, Payson	Engler, D B	Sandee Koon	YES
Time/Date: 09:48:00 10/29/15			
<hr/>			
To Be Served: Pederson, Andy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1009 E STHY 260, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
<hr/>			
To Be Served: Petite, Nick			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
892 S TONTO CREEK DR; Gisela, Payson	Halenar, R	Nick Petite	YES
Time/Date: 13:00:00 10/19/15			
<hr/>			
To Be Served: Petite, Robert G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
892 Tonto Creek Dr/HCI Box 1132V, Payson	Halenar, R	Robert Petite	YES
Time/Date: 13:00:00 10/19/15			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
121 E CEDAR LN, Payson	White, C		NO
Time/Date: 12:11:00 10/07/15			
121 E CEDAR LN, Payson	White, C		NO
Time/Date: 12:16:00 10/07/15			
121 E CEDAR LN, Payson	White, C		NO
Time/Date: 08:37:00 10/08/15			
205 S STONE CREEK CIR, Payson	White, C	[REDACTED]	YES
Time/Date: 11:01:00 10/08/15			
<hr/>			
To Be Served: Plues, Joanna			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

121 E CEDAR LN, Payson	White, C		NO
Time/Date: 12:11:00 10/07/15			
121 E CEDAR LN, Payson	White, C		NO
Time/Date: 12:19:00 10/07/15			
121 E CEDAR LN, Payson	White, C		NO
Time/Date: 08:37:00 10/08/15			
205 S STONE CREEK CIR, Payson	White, C		YES
Time/Date: 11:01:00 10/08/15			

To Be Served: Quesenberry, Shenoh

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
802 W Bridle Path, Payson	Havey, M T		NO
Time/Date: 16:46:00 10/16/15			
1110 N WILLIAM TELL CIR, Payson	Halenar, R	Shenoa Quesenberry	YES
Time/Date: 19:15:00 10/18/15			

To Be Served: Ricke, Ryan J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1015 W BRIDLE PATH LN, Payson	Havey, M T	Ryan Ricke	YES
Time/Date: 18:13:00 10/16/15			

To Be Served: Robb, Gabrielle M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
611 E GRANITE DELLS RD, Payson	White, C		NO
Time/Date: 15:40:00 10/14/15			
8180 W STALLION RD, Payson	White, C		NO
Time/Date: 11:35:00 10/16/15			
8180 W STALLION RD, Payson	White, C		NO
Time/Date: 11:40:00 10/16/15			
8180 W STALLION RD, Payson	Halenar, R		NO
Time/Date: 19:15:00 10/18/15			
8180 W STALLION RD, Payson	Michelle Keegan		NO
Time/Date: 13:10:00 10/27/15			

8180 W STALLION RD, Payson	Michelle Keegan	NO
Time/Date: 08:21:00 10/28/15		

To Be Served: Roberson, Joyce M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N Beeline hwy #54, Payson	Todd, Travis		NO
Time/Date: 14:45:00 10/19/15			
1304 N Beeline hwy #54, Payson	Todd, Travis		NO
Time/Date: 12:40:00 10/20/15			
108 W MAIN ST, Payson	Baltz, K A	Joyce Roberson	YES
Time/Date: 13:30:00 10/20/15			

To Be Served: Rose, Shayla E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
620 E STHY 260; FARGOS STEAKHOUSE, Payson	White, C	Shayla Elaine Rose	YES
Time/Date: 11:27:00 10/07/15			

To Be Served: Roxberry, Kelly J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E FRONTIER ST; unit 37, Payson	Newman, W D	Vacant/Left at residence	YES
Time/Date: 10:58:00 10/23/15			

To Be Served: Skaggs, Scott T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			

To Be Served: Speakes, Debra K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 E Dealers Choice Rd, Star Valley	White, C	Debra Speakes	YES
Time/Date: 10:29:00 10/08/15			

To Be Served: Thiele, Jessica F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 W Wade, Payson	Cross, J	Jessica Thiele	YES
Time/Date: 18:35:00 10/30/15			
To Be Served: Thomason, Henry A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			
To Be Served: Tiegen, Charles			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 09:23:00 10/16/15			
To Be Served: VanCamp, Matthew C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 10:10:00 10/30/15			
To Be Served: Varga, Joni M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:34:00 10/27/15			
To Be Served: Varga, Mike			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Engler, D B	PPD CLipboard	YES
Time/Date: 10:10:00 10/30/15			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 E LONGHORN RD; unit 1, Payson	White, C	Rosa Vasquez	YES
Time/Date: 11:38:00 10/07/15			

To Be Served: Vasquez, Rosa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 E LONGHORN RD; unit 1, Payson	White, C	Rosa Vasquez	YES
Time/Date: 11:38:00 10/07/15			

To Be Served: Walker, Charles B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1406 N ALPINE HEIGHTS DR, Payson	Clark, M A		NO
Time/Date: 09:27:00 10/01/15			
1406 N ALPINE HEIGHTS DR, Payson	Clark, M A		NO
Time/Date: 09:40:00 10/02/15			
1406 N ALPINE HEIGHTS DR, Payson	Havey, M T		NO
Time/Date: 21:10:00 10/02/15			
BONITA & S BEELINE HWY, Payson	Todd, Travis	Charles Walker	YES
Time/Date: 07:45:00 10/03/15			

To Be Served: Wallis, Lynn T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2805 W Palmer Drive, Payson	Havey, M T		NO
Time/Date: 21:17:00 10/30/15			
2805 W Palmer Drive, Payson	Halenar, R	Lynn Wallis	YES
Time/Date: 11:40:00 10/31/15			

To Be Served: Weidenback, Cameron

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES
Time/Date: 14:27:00 10/30/15			

To Be Served: Wheeler, Doug

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 10/27/15			

To Be Served: Witt, Coda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Hutsell, C R	FS LEO Clipboard	YES
Time/Date: 09:45:00 10/29/15			

To Be Served: Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:47:00 10/13/15			
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 11:45:00 10/27/15			
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 14:50:00 10/27/15			
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 14:50:00 10/27/15			

Report Includes:

All dates between `00:00:00 10/01/15` and `23:59:59 10/31/15`, 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

October 2015

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
10/1		21		
10/2		85		
10/5	31	3		
10/6	42			
10/7	75	2		
10/8	26			
10/13	49			
10/14	20			
10/16	61	69		
10/17		2		
10/18	108	24		
10/19		70		
10/20		20		
10/23	104	2		
10/26		4		
10/27	43			
10/28		19		
10/29		17		
10/30		38		
10/31		26		
DAYS	559	402	0	

**Total Miles Driven By
The Constable's Office**

961

October 2015

DATE 11/3/15


GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics Standards + Training Board writ fees collected

Account Code	Revenue Description	Amount
T91162061	CESTB - writ fees collected October 2015	15 00
	3 @ 5 ⁰⁰	
	ck # 2407	
		15 00

Authorized Signature  Title #324 PRCO

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98425

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

2407
91-527/1221 6128
0703680454

DATE 11/3/15

PAY TO THE ORDER OF Gila County Treasurer \$ 15⁰⁰
Fifteen & no/100's

DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR writ fees



⑈0000002407⑈ ⑆122105278⑆ 0703680454⑈

DATE 11/3/15

DEPOSIT TO FUND Gila County Treasurer

FUND #

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees - October 2015

Authorized Signature

Title #324 PIRCC

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By

Date _____

TREASURER

98426

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

2408

91-527/1221 6128
0703680454

DATE 11/3/15

PAY TO THE ORDER OF Gila County Treasurer

\$ 978⁶⁰

Nine hundred seventy-eight + $60/100$'s

DOLLARS



Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees - October

①0000002408① ②122105278② 0703680454②

ARF-3478

Consent Agenda Item

5. F.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: October 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

Information

Subject

Clerk of the Superior Court's Office Monthly Report for October 2015.

Suggested Motion

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

Attachments

Clerk of Superior Court October 2015

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

CLERK'S REPORT
FOR
OCTOBER 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.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", is written over a horizontal line.

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

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 11/9/2015 11:17:38 AM

Criteria : From Date : 10/1/2015 To Date :10/31/2015

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 :									
		618001887	BANK OF THE WEST - BOND ACCOUNT			\$0.00		\$0.00	\$0.00
		5555	HOLD ACCOUNT	\$3627.97		(\$2125.00)		\$1502.97	\$0.00
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			\$4500.00		\$4500.00	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$10881.25			(\$5000.00)	\$5881.25	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$15.00				\$15.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2727.70				\$2727.70	\$136.39
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$13.77		\$1.00		\$14.77	\$0.74
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$110.15		\$8.00		\$118.15	\$5.91
		ZVAPB	30% INTERSTATE COMPACT	\$7.50				\$7.50	\$0.38
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$188.07				\$188.07	\$0.00

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

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	ZADR	ALTER. DISPUTE RESOLUTION FUND	\$61.94				\$61.94	\$3.10
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$4354.00				\$4354.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$480.00				\$480.00	\$24.00
		ZFEE	BASE FEES (GENERAL FUND)	\$5648.49				\$5648.49	\$282.42
		ZFINE	BASE FINES	\$3917.97		\$194.81		\$4112.78	\$205.64
		ZFORF	BOND FORFEITURES			(\$4500.00)	\$5000.00	\$500.00	\$25.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$421.32				\$421.32	\$21.07
		ZCEF	CLEAN ELECTIONS FUND	\$146.24		\$4.48		\$150.72	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$25.65				\$25.65	\$1.28
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$1.35				\$1.35	\$0.07
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$46.00				\$46.00	\$2.30
		ZJDET	COUNTY JUV DETENTION	\$64.52				\$64.52	\$3.23
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2725.85				\$2725.85	\$136.29
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$696.17		\$25.10		\$721.27	\$36.06
		ZDNAS	DNA STATE SURCHARGE	\$94.01		\$2.69		\$96.70	\$4.84

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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	ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1219.72				\$1219.72	\$60.99
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$343.42				\$343.42	\$17.17
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$181.70				\$181.70	\$9.09
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1618.10				\$1618.10	\$80.91
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$45.97				\$45.97	\$2.30
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$232.96				\$232.96	\$11.65
		ZDCRT	DRUG COURT FEE FUND	\$80.00				\$80.00	\$4.00
		ZDUJA	DUI ABATEMENT FUND	\$255.00				\$255.00	\$12.75
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$626.86				\$626.86	\$31.34
		ZWITN	EXPERT WITNESS FUND	\$1080.00				\$1080.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$29.23				\$29.23	\$1.46
		ZEXT	EXTRADITION REIMBURSEMENT	\$50.00				\$50.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$88.19				\$88.19	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$246.74				\$246.74	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$102.34		\$3.14		\$105.48	\$5.27

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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	ZCC	GEN JURIS CONCILIATION COURT	\$1414.16				\$1414.16	\$70.71
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$2692.13		\$27.37		\$2719.50	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$448.69		\$4.56		\$453.25	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1346.08		\$13.68		\$1359.76	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$8.20		\$8.20	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1338.87				\$1338.87	\$66.94
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3041.55				\$3041.55	\$152.08
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$217.09		\$7.00		\$224.09	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$403.17		\$13.00		\$416.17	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$23.60		\$124.65		\$148.25	\$7.41
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$94.40		\$498.58		\$592.98	\$29.65
		ZJS	JUVENILE PROBATION SERV FEES	\$103.14				\$103.14	\$5.16
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$192.23		\$6.78		\$199.01	\$9.95

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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	ZMISC	MISCELLANEOUS FEES	\$72.45				\$72.45	\$3.62
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$8.00		\$4.00		\$12.00	\$0.60
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$47.08				\$47.08	\$2.35
		ZOVF	OVERPAYMENT FORFEITED	\$7.00		(\$7.00)		\$0.00	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$1175.00				\$1175.00	\$58.75
		ZPCOF	PRISON CONSTRUCTION AND	\$662.91				\$662.91	\$33.15
		ZPRS6	PROB SURCH 2006	\$0.27				\$0.27	\$0.01
		ZPBA	PROBATION FEE ADULT	\$9159.22		\$435.00		\$9594.22	\$479.71
		ZPUBZ	PUBLIC DEFENDER FEES	\$25.00				\$25.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$696.88				\$696.88	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$98.79				\$98.79	\$4.94
		ZSTAT	STATE TREASURER - GENERAL FUND	\$17.86				\$17.86	\$0.89
		ZTECH	TECHNICAL REGISTRATION FUND	\$85.46				\$85.46	\$4.27
		ZVAF	VICTIMS ASSISTANCE FUND	\$17.50				\$17.50	\$0.88
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$57.00		\$100.00		\$157.00	\$7.85
		ZGFDU	XTRA DUI ASSMT	\$25.00				\$25.00	\$1.25
		ZPRS9	ZPRS9	\$263.12		\$20.00		\$283.12	\$14.16

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

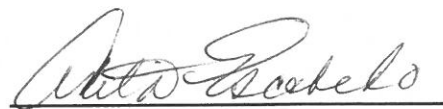
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$182.50		\$7.00		\$189.50	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$13739.21		\$622.96		\$14362.17	\$0.00
Total:				\$80154.51		\$0.00	\$0.00	\$80154.51	\$2079.98
LESS SHADED AREAS:								-27,719.62	
								\$52,434.89	
LESS HOLD RECEIPTING:								- 1,502.97	
								\$50,931.92	
LESS F.A.R.E.								- 334.93	
								\$50,596.99	

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STATE OF ARIZONA)
) ss:
County of Gila)

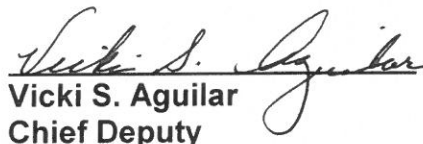
ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

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 OCTOBER, 2015.



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

SUBSCRIBED AND SWORN to before me this 9TH day of NOVEMBER 2015.



Vicki S. Aguilar
Chief Deputy

ARF-3500

Consent Agenda Item

5. G.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: October 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

Information

Subject

Payson Regional Justice of the Peace's Office October 2015 monthly activity report.

Suggested Motion

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

Attachments

October 2015

PAYSON JUSTICE COURT TREASURER'S RECAP FY2015

OCTOBER, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 96.42	\$ 4.82	\$ 91.60
Arson Detection Reward Fund 41-2187D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 12.75	\$ -	\$ 12.78
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 35.62	\$ 1.78	\$ 33.84
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 1.88	\$ 0.09	\$ 1.79
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,400.28	\$ -	\$ 1,400.29
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 6,380.82	\$ 329.03	\$ 6,251.59
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-00	X105-4809	\$ 4,880.00	\$ 234.00	\$ 4,446.00
DNA State Surcharge 3% 12-118.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 823.27	\$ 41.18	\$ 782.11
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 721.55	\$ 36.06	\$ 665.47
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 2,257.72	\$ 113.39	\$ 2,154.33
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 12,398.85	\$ 619.94	\$ 11,778.91
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 979.90	\$ 49.00	\$ 930.90
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 4.77	\$ 0.24	\$ 4.53
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 1,187.59	\$ 59.38	\$ 1,128.21
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 837.11	\$ -	\$ 837.11
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 320.84	\$ 18.04	\$ 304.80
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,183.19	\$ -	\$ 1,183.19
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 734.61	\$ 36.73	\$ 697.88
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 1,405.47	\$ -	\$ 1,405.47
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4888	\$ 773.86	\$ 38.69	\$ 735.17
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,820.17	\$ 91.01	\$ 1,729.16
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,497.96	\$ 74.60	\$ 1,423.08
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 187.25	\$ 9.38	\$ 177.89
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 6.12	\$ 0.31	\$ 5.81
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 75.77	\$ 3.79	\$ 71.98
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 655.14	\$ 32.76	\$ 622.38
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		\$ 12.00	\$ 0.60	\$ 11.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 21.70	\$ 1.09	\$ 20.61
Adult Probation Fee	ZPBA	4042000-335-000-3405-50	X25001335-4835	\$ 100.00	\$ 5.00	\$ 95.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 12.00	\$ 0.60	\$ 11.40
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,658.83	\$ 182.93	\$ 3,475.70
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5.38	\$ 0.28	\$ 5.30
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,192.01	\$ 59.60	\$ 1,132.41
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X15201301004777	\$ 1,104.51	\$ -	\$ 1,104.51
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004884	\$ 736.34	\$ -	\$ 736.34
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victims Rights Enforcement Fund	ZVREA			\$ 351.63	\$ -	\$ 351.63
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANF		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 17.00	\$ 0.85	\$ 16.15
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 863.34	\$ 43.17	\$ 820.17
DUI Abatement	ZDUIA		STATE	\$ 435.00	\$ 22.75	\$ 432.25
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 37.50	\$ 1.88	\$ 35.62
FARE Special Collection Fee 18%	ZFAR1		STATE	\$ 873.99	\$ -	\$ 873.99
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 520.75	\$ -	\$ 520.75
Game and Fish - Wildlife	ZGF		STATE	\$ 50.87	\$ 2.54	\$ 48.33
HURF 1 26-5439, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 26-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,379.67	\$ 143.98	\$ 2,735.69
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHVY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 656.67	\$ 32.85	\$ 624.12
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 14.47	\$ 0.72	\$ 13.75
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 54,052.72	\$ 2,291.34	\$ 51,761.38
				TOTAL ADJUSTED BALANCE VERIFICATION		
				\$ 51,761.38		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/3/15	5515	\$ 47,931.89	GILA COUNTY TREASURER
	5516	\$ 6,107.08	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	5517	\$ 13.75	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 54,052.72	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 OCTOBER, 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: October 2015

CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)
			TOTAL (d)
Pending 1st of Month	119	2	202
Filed	6	1	30
Transferred In	0	0	0
SUBTOTAL	125	3	232
Transferred Out	0	0	0
Other Terminations	10	0	34
TOTAL TERMINATIONS	10	0	34
Statistical Correction	0	0	0
Pending End of Month	115	3	198

*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
235	24	0	259	0	4	4	0	255

****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
702	151	0	853	0	29	283	312	0	541

Civil Traffic Hearings Held: 3

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	15	Trans In	0	TOTAL	15				

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year:

October 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)
585	33	0	618	0	54	54	0	564
50	6	0	56	0	3	3	0	53
635	39	0	674	0	57	57	0	617

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

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)
34	9	0	43	0	12	12	0	31

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial; Appearances:

106

	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: October 2015

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	29	6	189	224
Filed	5	10	52	67
Transferred In	0	0	0	0
SUBTOTAL	34	16	241	291
Transferred Out	0	0	0	0
Other Terminations	2	6	22	30
TOTAL TERMINATIONS	2	6	22	30
Statistical Correction	0	0	0	0
Pending End of Month	32	10	219	261

Small Claims Hearings Held/Defaults: 1 Civil Court Trials Held: 8

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	10	10	0	10
Harassment	7	6	1	7

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 6 Injunction Against: 3

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0 Fugitive Complaints Filed: 1

Juvenile Hearings Held: 0 Search Warrants Issued: 4

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

October 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	134
Serious Violations	6
All Other Violations	455
TRAFFIC TOTAL	595

CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	542
CRIMINAL TOTAL	580

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)


Name of Preparer

11-20-15
Date of Preparation

ARF-3494

Consent Agenda Item

5. H.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: November 17, 2015

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Information

Subject

November 17, 2015, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the November 17, 2015, Board of Supervisors' meeting minutes.

Attachments

11-17-15 BOS Meeting Minutes

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

Date: November 17, 2015

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jacque Griffin, Assistant County Manager, Librarian; Jefferson R. Dalton, Deputy County Attorney and Civil Bureau Chief; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Eric Mariscal led the Pledge of Allegiance and Pastor Jim Harper of the Mountain Bible Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of the City of Globe Public Service Answering Point closure and transition of dispatch services to the Gila County Sheriff's Office.

Debra Williams, 9-1-1 Coordinator, provided a slide presentation of the Globe Police Department's Public Service Answering Point closure, and highlighted the success of the transition of these services to the Gila County Sheriff's Office. She also explained the fundamental workings of the 9-1-1 services operations, and the benefits realized by responders, the public and by 9-1-1 dispatchers. Chairman Pastor asked some questions, which were answered.

J. Adam Shepherd, Sheriff, acknowledged the members of local area fire departments, 9-1-1 dispatch, and Mark Nipp, City of Globe Police Chief, who were present in the audience and he asked if anyone wanted to provide any comments or if there were any questions regarding this subject. Vice-Chairman Martin thanked the group for their leadership and commented that the transition of these services to the Sheriff's Office will better serve the public and it is a better use of everyone's time. Supervisor Marcanti inquired if, in the future, the Town of Miami chooses to be included in this partnership; would the Sheriff's Office have the resources to be able to include the Town of Miami? Sheriff Shepherd replied that the plan is for the entire region to be centralized; therefore, the Town of Miami may join the partnership at any time. Chairman Pastor inquired whether northern Gila County would be affected. Sheriff Shepherd replied that the phone service is lacking the technology necessary to accomplish combining these services; however, this is something that is being prepared for in the northern part of the County.

Chairman Pastor inquired if any of the fire department attendees would like to comment. Nick Renon, Tri-City Fire District Chief, stated that the collaborations with the Sheriff's Office have been great, and that this partnership has solved major communication issues. He added that he would like to continue Tri-City Fire District's partnership with the County.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action for the public sale of a portion of Canal Street as shown on Official Map No. 45 and to accept a bid in the amount of \$145.00 from Clyde Elmer for that portion of Canal Street adjacent to parcel 207-07-028D.

Steve Sanders, Public Works Division Director, stated that Canal Street is located in Midland City, which is between Globe and Claypool. Canal Street was never built from the time it was platted. Abandonment of this portion of Canal Street will take care of a building that is encroached onto Canal Street. Mr. Elmer owns the property on both sides of the subject property; therefore, he has preferential rights to bid on it. Mr. Elmer submitted a bid which meets the requirements established by the current Gila County policy on the abandonment of roadways in Gila County. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a bid in the amount of \$145.00 from Clyde Elmer for the purchase of a portion of Canal Street as shown on Official Map No. 45.

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve Intergovernmental Agreement No. C-50-16-008-M-00 between Maricopa County and Gila County regarding the use of Maricopa County's Sheriff's Office Basic Training Academy for the period of June 29, 2015, through June 30, 2018.

Mike Johnson, Undersheriff (via ITV in Payson), stated that this Intergovernmental Agreement (IGA) is simply an extension of the method of operation with regard to training academy classes which have occurred over the past several years. The only noticeable change in the IGA is that Gila County will now be invoiced \$500 per recruit to help offset training costs which, in the past, has been absorbed by Maricopa County. The Gila County Sheriff's Office recommends approval of the IGA to continue the relationship with the Maricopa County Sheriff's Office in providing training of recruits during the 24-week basic police academy held at the Maricopa County Sheriff's Office. Vice-Chairman Martin stated that \$500 is "cheap for the price of what we've been getting" and she understands that Maricopa County wanted to recoup its costs. Supervisor Marcanti agreed and stated that "it would cost quite a bit of money to set up our own training center."

Jeff Dalton, Deputy Gila County Attorney and Civil Bureau Chief, stated that there is some required statutory language missing from the IGA; therefore, he is unable to sign it as being "approved as to form." Sheriff Shepherd and Undersheriff Johnson offered comments supporting approval of the IGA, which is being presented to the Board due to the \$500 cost for each recruit now being charged by Maricopa County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. C-50-16-008-M-00.

B. Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle.

Johnny Sanchez, Chief Deputy Sheriff, stated that acquiring the DUI (driving under the influence) van will benefit the entire County. Each of the local area law enforcement agencies, with the exception of the San Carlos Apache Tribe, have submitted letters of support for the receipt of this DUI van from the Governor's Office of Highway Safety (GOHS). He added that the vehicle will be housed and maintained by the Gila County Sheriff's Office and that it will be driven by Sheriff's Office deputies. Mr. Sanchez stated that this is the first time this type of agreement is being implemented in Gila County and he

believes it will bring all law enforcement agencies together for the benefit of the citizens. The cost of the 2015 transit van is approximately \$34,715 and the GOHS is adding approximately \$52,120 in equipment to the vehicle at no cost to Gila County. The County will be responsible for regular maintenance of the vehicle and the GOHS will pay for any major repairs the van may need.

Vice-Chairman Martin stated that she is glad the County is obtaining this vehicle. Supervisor Marcanti inquired if the equipment to be added to the DUI van will be certified. Mr. Sanchez replied that the equipment is certified with the Department of Public Safety and that testing and processing will be done at the scene. Chairman Pastor inquired if the officers performing the DUI testing are certified. Mr. Sanchez replied that the Sheriff's Office is working to certify additional officers, and he added that the intent of using the DUI van is for all law enforcement agencies to work together as needed.

Mr. Dalton stated that this is an agreement between two governmental agencies; therefore, it is an intergovernmental agreement (IGA) and subject to the terms of such. His concern is that certain statutory language is missing from the agreement. The GOHS has titled the agreement as a Memorandum of Understanding. Gila County requested the GOHS to change the agreement to an IGA; however, that request was denied. Chairman Pastor stated that the County Attorney's comments will be included in the minutes.

Vice-Chairman Martin stated that she believes that the items from the Sheriff's Office are newsworthy and she asked Debra Williams, 9-1-1 Coordinator, to work with Janice Cook, Administrative Services Manager, to write articles for both items to be posted on the County's website as she believes "the stories need to be told, and told well." Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Memorandum of Understanding Agreement No. 2015-405D-502.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 041015-1 whereby the Gila County Sheriff's Office shall continue to provide law enforcement services to the Town of Star Valley for the period of July 1, 2015, through June 30, 2016, with compensation in the amount of \$383,273.

Sheriff Shepherd provided information that this intergovernmental agreement (IGA) with the Town of Star Valley has been in effect since 2009. He stated that the IGA has been working very well. The County Finance Department notified the Sheriff's Office that the IGA expired and re-negotiations with the Town of Star Valley need to occur. Due to a lack of time to prepare a new IGA, it has been decided to operate under the original terms of the existing IGA for an additional year to allow time to negotiate a new IGA with the Town of Star

Valley. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. 041015-1.

D. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS16-110815) between the Arizona Department of Health Services and Gila County Health and Emergency Services in the amount of \$95,517 a year to implement a prescription drug overdose and prevention program in Gila County for the period of September 1, 2015, through August 31, 2020.

Michael O'Driscoll, Health and Emergency Services Division Director, provided information that on June 9, 2015, the Board of Supervisors approved the request to apply for the funding as described above. The grant funding has been awarded; therefore, he requested that the Board approve this item to accept the funding in the amount of \$95,517 per year for five years. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement (Contract No. ADHS16-110815).

E. Information/Discussion/Action to select the firm of Election Systems & Software for the future purchase of voting equipment to be utilized at vote centers, precinct polling sites, Gila County Recorder's Office, and Gila County Elections Department, and further to instruct staff to negotiate the purchase for a not to exceed amount of \$395,000.

Eric Mariscal, Elections Director, provided information that the Gila County Elections Department and the Gila County Recorder's Office have reviewed the voting equipment that has been demonstrated by Election Systems & Software, Robis Elections Inc., and Unisyn Voting Solutions Inc. Upon review of the products supplied by those vendors, there is only one company that has a complete voting system that will allow Gila County to pursue the transition from precinct based voting to vote centers. For vote centers to work, the electronic poll book, ballot on demand printers and accessible voting units are essential. Only Election Systems & Software has all of the components necessary to ensure the effective and seamless operation of vote centers on Election Day. It is the recommendation of the Gila County Elections Director and the Gila County Recorder that the Board of Supervisors select Election Systems & Software as the vendor. In addition to the \$277,000 already set aside, additional funding in the approximate amount of \$118,000 will be required for this purchase. The Board asked Mr. Mariscal some questions regarding the funding.

Mr. Mariscal introduced Paul Griego from Unisyn, who began to speak about the Unisyn Election equipment. With permission from Chairman Pastor, County Manager Don McDaniel advised that this agenda item was not scheduled as a public hearing. He added that since the other vendors who had also provided a presentation to the Board at a previous meeting were not allowed to speak further about their product, Mr. Griego would not be offered that opportunity. Chairman Pastor thanked Mr. Griego for his comments and requested a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously selected the firm of Election Systems & Software for the future purchase of voting equipment to be utilized at vote centers, precinct polling sites, Gila County Recorder's Office, and Gila County Elections Department, and instructed staff to negotiate the purchase for a not to exceed amount of \$395,000.

F. Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of Elaine Way which is adjacent to Lot 9 Christopher Creek Haven Plat Five, an area east of Payson.

Mr. Sanders stated that this property is located in the Christopher Creek area. A portion of the house, stairs, upper deck and a building encroach into the right-of-way; however, it is not actually located where the roadway exists, but rather where vehicles travel. Upon Board approval, a meeting will be scheduled with the neighboring homeowners to decide how much of the roadway will be abandoned. At that time a fee will be set and the homeowners in the area will be notified as to the exact amount of roadway that will be abandoned. Chairman Pastor inquired as to the number of feet that will be abandoned, to which Mr. Sanders replied that it would be less than 100 feet. Chairman Pastor asked if permits were obtained at the time the building was constructed. Mr. Sanders replied that he didn't know if the property was permitted; however, a survey a few years ago showed that it was extended into the right-of-way, and it is only that portion, as part of the lot, that will be abandoned. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a Citizens' Petition in order to begin the process to abandon a portion of Elaine Way.

G. Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of W. Cocopah Lane which is adjacent to Lot 14 Geronimo Estates Unit One, an area north of Payson.

Mr. Sanders stated that Cocopah Lane was previously known as Arrowhead Drive, Geronimo Estates, and it is located just south of Control Road and approximately 15 miles north of Payson. Property ownership changed for Lot 14 and a recent survey showed that a fence, propane tank and a portion of the carport was in the right-of-way. The owners have removed the fence and the

propane tank. Upon Board approval, the next step in the process will be to abandon a 5 x 50 feet area, which will not encroach into the roadway or cause harm to anyone using the road. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted a Citizens' Petition in order to begin the process to abandon a portion of W. Cocopah Lane.

H. Information/Discussion/Action to approve Professional Services Contract No. 041515-7 in order to retain the services of Steven E. Burk, Attorney, for the period of July 1, 2015, through June 30, 2016; who assists the Superior Court in Gila County as a public defender on an annual basis.

Kendall Rhyne, Chief Probation Officer and Superior Court Administrator, stated that in 2014 the Superior Court attorney contracts were revised to include liability insurance. He stated that attorney Steven E. Burk now has liability insurance, which was the reason for the delay on this contract. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Professional Services Contract No. 041515-7.

I. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 103015-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and, further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Mr. McDaniel stated that the County has been a supporter of the Pinal-Gila Council for Senior Citizens Area Agency for many years and a large portion of the funds are used for home-delivered meals. Each year the Board approves this funding request and staff recommends continuing with the funding. Supervisor Marcanti indicated his support to provide this funding, and he stated that it's unfortunate that the federal government continues to reduce funding for counties, which affects these types of programs. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved an Agreement-Economic Development Grant (Agreement No. 103015-1).

J. Information/Discussion/Action to adopt Resolution No. 15-11-02 regarding the 2016 legislative priorities and to authorize the Chairman's signature on letters to be mailed to state legislators requesting consideration and support of legislative priorities which are outlined in the resolution.

Mr. McDaniel stated that since 2009, actions taken by state government have impacted Gila County by approximately \$5.1 million; additionally, the current structure of the Public Safety Personnel Retirement System is unsustainable which is causing concern. Gila County also faces significant risk from the uncertain funding related to Payment in Lieu of Taxes and the Secure Rural Schools programs. Despite declining assessed property values, the County has retained its \$4.19 tax rate. Resolution No. 15-11-02 addresses the Board's concerns; therefore, staff recommends adoption of the resolution and approval of the letters to state legislators. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 15-11-02 and authorized the Chairman's signature on letters to be mailed to state legislators. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office.)**

Item 5 – 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 application submitted by the Gila County Gem & Mineral Society, Inc. (Society) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for the Society's annual Gem & Mineral Show to be held on January 15-17, 2016, and not waive the security fees.

B. Approval of an application submitted by the Gila County Cattle Growers Association (GCCGA) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for GCCGA's Holiday Dinner-Dance and Salute to Ranching to be held on December 5, 2015, and not waive the security fees.

C. Acknowledgment of Tom Sexton's resignation from the Pleasant Valley Fire District Board of Directors and the appointment of Stan Marshall to fulfill Mr. Sexton's unexpired term effective September 16, 2015, through December 31, 2018.

D. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services which amends the price sheets for the Women, Infants and Children Program and the Breastfeeding Peer Counseling Program for the contract period of October 1, 2015, through September 30, 2016.

E. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency

Services Division and the Arizona Department of Health Services which amends the price sheet for the Commodity Supplemental Foods Program and the Senior Farmers' Market Nutrition Program for the contract period of October 1, 2015, through September 30, 2016.

F. Approval of Amendment No. 1 to Contract No. 01142015 between the Arizona Community Action Association and Gila County Community Services Division which provides a total of \$3,965 of additional Southwest Gas Energy Share funds and extends the contract date to June 30, 2016.

G. Approval of a HOME Program Close-Out Report for Arizona Department of Housing Owner Occupied Housing Rehabilitation Contract No. 309-13 which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.

H. Approval of a Memorandum of Agreement between Arizona Community Action Association and Gila County Community Services to receive a one-time lump sum of \$7,539 to cover the costs incurred by Gila County Community Services in the operation of the CAP60 case management software.

I. Approval of Amendment No. 6 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to \$27,150 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

J. Approval of Amendment No. 3 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to \$30,547 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

K. Approval of Amendment No. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to \$89,826 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

L. Approval of the Rental Housing Bridge Subsidy Program Agreement - Close-out Version between Health Choice Integrated Care, LLC and Gila

County dba Gila County Public Housing Authority, which will allocate funds in the amount of \$27,090 to be used to help Gila County residents who meet the program qualifications for the period of October 1, 2015, through June 30, 2016.

M. Approval to appoint the following individuals to the Gila County Board of Health for a term of office beginning November 17, 2015, through December 31, 2019: Lance Porter, M.D., Linda Scoville, Denise Hansen and Rick Heron.

N. Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Constable's Office.

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

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

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

R. Acknowledgment of the August 2015 monthly activity report submitted by the Recorder's Office.

S. Acknowledgment of the September 2015 monthly activity report submitted by the Recorder's Office.

T. Approval of the October 20, 2015, and October 27, 2015, Board of Supervisors' meeting minutes.

U. Acknowledgment of the Human Resources reports for the weeks of October 6, 2015, October 13, 2015, October 20, 2015, and October 27, 2015.

OCTOBER 6, 2015

DEPARTURES:

1. Amy LaFleur – Sheriff's Office – 911 Dispatcher – 10/08/15 – General Fund – DOH 10/16/06
2. Nancy Hinojos – Clerk of Superior Court – Court Clerk – 10/02/15 – General Fund – DOH 09/08/15
3. Linda Lemon – Clerk of Superior Court – Courtroom Clerk Technician – 10/09/15 – General Fund – DOH 07/28/08

TEMPORARY HIRES TO COUNTY SERVICES:

4. Carl Melford – Health and Emergency Services – Temporary Executive Administrative Assistant – 10/19/15 – General Fund

END PROBATIONARY PERIOD:

5. Shaunae Casillas – Health and Emergency Services – Community Health Specialist – 10/01/15 – Tobacco Free Environment Fund

6. Travis Todd – Sheriff's Office – Deputy Sheriff – 09/29/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Bethany Cheney – Health and Emergency Services – From Worksite Wellness Coordinator (.50) – To Community Health Policy Analyst – 10/12/15 – From Population Health Policy Initiative Fund – To Population Health Policy Initiative Fund(.50)/Supplemental Nutrition Assistance Program Education(.50) Funds

OTHER ACTIONS:

8. Joshua Beck – Health and Emergency Services – Emergency Management/Public Health Emergency Preparedness Manager – 10/05/15 – From Bio Terrorism Program (.30)/General(.70) Funds – To Various Funds – Change in fund codes – Change in fund codes

REQUEST TO POST:

9. Recorder's Office – Recorder's Clerk – Vacated by Rhonda Rolf

10. Public Works – Building Maintenance Technician – Vacated by Arthur Power IV

11. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Linda Lemon

12. Community Development – Temporary Administrative Clerk – Vacated by Patsy Clayton

OCTOBER 13, 2015

DEPARTURES:

1. Chris Phillips – Health and Emergency Services – Community Health Specialist – 10/15/15 – Teen Pregnancy Prevention Services – DOH 07/02/07

2. John McCrory – Public Works – Flood Control Technician – 10/16/15 – General Fund – DOH 06/02/14

3. Stacie Allison – Finance – Accountant Senior – 10/23/15 – General Fund – DOH 09/25/06

4. Bernadette Ortiz – Public Works – Rural Addressing Analyst – 10/08/15 – General Fund – DOH 09/14/15

TEMPORARY HIRES TO COUNTY SERVICES:

5. Mary Stemm – Library District – Temporary Library Assistant Senior – 10/07/15 – Library Assistance Fund

NEW HIRES:

6. Mark De Los Reyes – Assessor's Office – Property Appraiser 1 – 10/19/15 – General Fund – FY 16 budgeted position

END PROBATIONARY PERIOD:

7. Jade Kaufman – Community Development – Permit Technician – 10/27/15 – General Fund

8. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 10/20/15 – Health Service Fund

DEPARTMENTAL TRANSFERS:

9. Jerry M. Moore – From Public Works – To Community Development – From Building Maintenance Technician – To Zoning and Building Inspector – 10/19/15 – From Facilities Management Fund – To General Fund – Replacing Mark Kaufman

OTHER ACTIONS:

10. Estelle Belarde – Community Services – Housing Services Administrator – 07/01/15 - From Housing Fund – To Housing(.50)/Housing Rehabilitation(.50) Funds – Change in fund codes

REQUEST TO POST:

11. Public Works – Rural Addressing Analyst – Vacated by Bernadette Ortiz

12. Finance – Accountant Senior – Vacated by Stacie Allison

13. Health and Emergency Services – Community Health Specialist – Vacated by Chris Phillips

14. Public Works – Flood Control Technician – Vacated by John McCrory

OCTOBER 20, 2015

DEPARTURES:

1. Robert Gould – Community Development – Director of Community Development – 12/31/15 – General Fund – DOH 09/04/06

NEW HIRES:

2. Paul Curzon – Assessor's Office –Mapping Technician – 11/02/15 – General Fund – Replacing Susan Pontel

3. Donna Krah – Probation – Surveillance Officer – 10/26/15 – General (.50)/Adult Probation Service Fees (.50) Funds – Replacing Danny McKeen

TEMPORARY HIRES TO COUNTY SERVICES:

4. Felicia Trembath – Health and Emergency Services – Temporary Public Health and Emergency Preparedness Planner – 10/26/15 – Bio Terrorism Program Fund – Replacing B. Todd Whitney

END PROBATIONARY PERIOD:

5. Jessica Moul – Health and Emergency Services – Administrative Clerk Senior – 10/27/15 – Health Service Fund

6. Wayne Morgan – Assessor's Office – Property Appraiser 1 – 10/07/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Susan Williams – From Globe Regional Justice Court – To School Superintendent's Office – From Accounting Clerk Senior – To Administrative Assistant – 10/26/15 – General Fund – Replacing Natalie Lister

OTHER ACTIONS:

8. Nancy Rutherford – Health and Emergency Services – Health Programs Manager – 10/19/15 – Various Funds – Change in fund codes

REQUEST TO POST:

9. Sheriff's Office – Records Clerk – Vacated by Rose Holiday

OCTOBER 27, 2015

NEW HIRES:

1. Lauren Molzen – Health and Emergency Services – Animal Care Worker – 11/02/15 – Rabies Control Fund – Replacing Amanda Olvera

2. Richard Dwyer – Assessor's Office – Property Appraiser 1 – 10/26/15 – General Fund – Replacing Joseph Williams

END PROBATIONARY PERIOD:

3. Adela Johnson – County Attorney's Office – Legal Secretary – 11/04/15 – General Fund

4. Heather Lutye – County Attorney's Office – Legal Secretary Senior – 11/18/15 – General Fund

DEPARTMENTAL TRANSFERS:

5. Jessica Palmer – Health and Emergency Services – From Animal Regulations Enforcement Officer – To Community Health Specialist – 11/02/15 – From Rabies Control Fund – To Teen Pregnancy Prevention Services Fund – Replacing Nancy Rutherford

REQUEST TO POST:

6. Globe Regional Justice Court – Accounting Clerk Senior – Vacated by Susan Williams

V. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 12, 2015, through October 16, 2015; October 19, 2015, through October 23, 2015; and, October 26, 2015, through October 30, 2015.

W. Approval of finance reports/demands/transfers for the weeks of October 27, 2015, November 3, 2015, November 10, 2015, and November 17, 2015.

October 27, 2015

\$1,839,076.83 was disbursed for County expenses by check numbers 273177 through 273330.

November 3, 2015

\$201,820.75 was disbursed for County expenses by check numbers 273331 through 273426.

November 10, 2015

\$2,064,988.97 was disbursed for County expenses by check numbers 273427 through 273569.

November 17, 2015

\$140,789.75 was disbursed for County expenses by check numbers 273570 through 273623. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda Action Items 5A – 5W excluding 5H which was tabled.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

7. 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 information presented.

Each Board member and the County Manager presented information on current events.

Item 8 – EXECUTIVE SESSION ITEMS: (Should the Board of Supervisors vote to go into executive session on any of the items listed below, no action will be taken by the Board while in executive session.)

At 11:28 a.m. upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into executive session.

A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding TX 2013-000185 the SATR Holdings LLC v. Gila County and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

At 11:47 a.m. Chairman Pastor reconvened the meeting. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously instructed the County Attorney's Office to proceed as directed in executive session.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:48 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3235

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: 11/03/15, 11/10/15, 11/17/15, and 11/24/15

Submitted For: Erica Raymond, Human Resources Assistant

Submitted By: Erica Raymond, Human Resources Assistant Sr.,
Human Resources Department

Information

Subject

Human Resources reports for the weeks of November 3, 2015, November 10, 2015, November 17, 2015, and November 24, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of November 3, 2015, November 10, 2015, November 17, 2015, and November 24, 2015.

Attachments

HR Summary Report

11/03/15 Human Resources Report

11/10/15 Human Resources Report

11/17/15 Human Resources Report

11/24/15 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	126	8	18	7	12	11	20	19	7	9	8	7	
NEW HIRES REGULAR STATUS	98	9	9	8	9	2	8	13	10	13	5	12	
NEW HIRES TEMPORARY STATUS	23	3	2	2	4	0	4	1	1	2	3	1	
NEW VOLUNTEERS	0	0	0	0	0	0	0	0	0	0	0	0	
DEPARTMENTAL TRANSFERS	58	6	4	4	4	3	3	8	6	13	4	3	
END PROBATIONARY PERIOD	78	2	2	10	5	8	8	6	11	9	8	9	
OTHER ACTIONS	69	11	2	1	10	5	9	10	9	4	3	5	
REQUEST TO POST	108	7	14	5	9	5	18	13	11	10	10	6	
Total Transactions	560	46	51	37	53	34	70	70	55	60	41	43	0

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 3, 2015

DEPARTURES:

1. Jason Fajardo – Sheriff's Office – Detention Officer – 10/20/15 – General Fund – DOH 07/14/14

NEW HIRES:

2. Donald Hayes III – Sheriff's Office – 911 Dispatcher – 11/09/15 – General Fund – Replacing Marina Cohn
3. Megan Dillon – Sheriff's Office – Public Health Nurse – 11/09/15 – General Fund – Replacing Jessica Madrid
4. David Tavares – Sheriff's Office – Detention Officer – 11/09/15 – General Fund – Replacing Cynthia Reid

END PROBATIONARY PERIOD:

5. Keith Charles – Sheriff's Office – Deputy Sheriff – 10/20/15 – General Fund
6. Amy Farley – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 11/10/15 – State Aid Enhancement Fund
7. Beverly Valenzuela – Sheriff's Office – Records Clerk (.48) – 10/06/15 – General Fund
8. Gabriel Lagunas – Sheriff's Office – Detention Officer – 09/01/15 – General Fund
9. Dwight Payne – Sheriff's Office – IT Support Specialist – 07/21/15 – General Fund
10. Lowell Brown – Sheriff's Office – Detention Officer – 02/10/15 – General Fund

DEPARTMENTAL TRANSFERS:

11. John Garrett – From Community Development – To Health and Emergency Services – Environmental Engineer Manager – 11/16/15 – General Fund
12. Svanhildur Jafestdottir – From Community Development – To Health and Emergency Services – Environmental Engineering Specialist – 11/16/15 – General Fund

REQUEST TO POST:

13. Public Works – Building Maintenance Technician – Vacated by Jerry M. Moore

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 10, 2015

NEW HIRES:

1. Jonathan Bearup – Superior Court – Deputy Court Administrator – 11/16/15 – General Fund – Replacing Jonathan Bearup
2. Audrey Schmitt – Recorder's Office – Recorder's Clerk – 11/30/15 – General Fund – Replacing Rhonda Rolf
3. Stella Gore – Health and Emergency Services – Administrative Clerk Senior – 11/16/15 – Immunization Fund – Replacing Debra Blevins
4. Manuel Abeyta – Health and Emergency Services – Public Health Nurse – 11/20/15 – Immunization(.95)/TB(.05) Funds – Replacing Ramona Scales

END PROBATIONARY PERIOD:

5. John Scott – Public Works – Automotive Mechanic – 11/27/15 – Public Works Fund
6. Arthur Epperson II – Public Works – Vehicle and Equipment Maintenance Supervisor – 11/18/15 – Public Works Fund

OTHER ACTIONS:

7. Michael O'Driscoll – Health and Emergency Services – Director of Health and Emergency Services – 11/02/15 – Various Funds – Change in fund codes
8. Bethany Cheney – Health and Emergency Services – Community Health Policy Analyst – 10/19/15 – From Population Health Policy Initiative(.50)/Supplemental Nutrition Assistance Program Ed.(.50) Funds – To Supplemental Nutrition Assistance Program Ed. Fund – Change in fund codes
9. Joshua Beck – Health and Emergency Services – Emergency Management/Public Health and Emergency Preparedness Manager – 11/02/15 – Various Funds – Change in fund codes

REQUEST TO POST:

10. Health and Emergency Services – Animal Control Officer – Vacated by Jessica Palmer

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 17, 2015

DEPARTURES:

1. Evelyn Guevera – Community Services – Administrative Clerk Senior – 11/07/15 – CAP(.40)/GEST(.60) Funds – DOH 08/10/15
2. Stephanie Dean – Library District – Temporary Library Community Liaison – 10/31/15 – Library District Fund – DOH 10/04/12
3. Mary Charles – Sheriff's Office – Detention Officer – 11/13/15 – General Fund – DOH 04/14/14
4. Ramon Garcia – Probation – Chief Deputy Probation Officer – 11/30/15 - General(.80)/Adult Intensive Probation Supervision(.20) Funds – DOH 08/26/85

NEW HIRES:

5. Eric Dawson – Probation – Juvenile Detention Officer(.48) – 11/23/15 - General Fund – Replacing Michael Lorka
6. Roy Bruno – Probation – Juvenile Detention Officer – 11/23/15 - General Fund – Replacing Emelle Silvers
7. Kristin Hulbert – Clerk of Superior Court – Courtroom Clerk Technician – 11/23/15 – General Fund – Replacing Sally Denny

END PROBATIONARY PERIOD:

8. Emily Leverance – Probation – Grant Project Assistant – 12/15/15 – Juvenile Evening/Weekend Resources Center Fund

DEPARTMENTAL TRANSFERS:

9. Marion R. Barajas – Public Works – From Building Maintenance Technician – To Building Maintenance Technician Senior – 11/23/15 - Facilities Management Fund – Replacing William McDaniel

OTHER ACTIONS

10. Ernest Salcido – Constituent Services 2 – Temporary Laborer – 11/24/15 – General Fund – Extend temporary employment an additional week
11. Frank Gonzales - Constituent Services 2 – Temporary Laborer – 01/05/16 – General Fund – Extend temporary employment an additional week

REQUEST TO POST:

12. Community Development – Director of Community Development – Vacated by Robert Gould
13. Library District – Temporary Library Community Liaison – Vacated by Stephanie Dean
14. Public Works – Road Maintenance/Equipment Operator Senior – Vacated by David Slaughter

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 24, 2015

DEPARTURES:

1. Rebecca Guadiana – Clerk of Superior Court – Courtroom Clerk Technician – 11/20/15 – General Fund – DOH 05/19/03
2. Nichelle Ridenour – Superior Court – Administrative Clerk Senior – 11/06/15 – Court Appointed Special Advocate(.50)/Court Improvement Project(.50) Funds – DOH 12/22/14

NEW HIRES:

3. Laura Real – Clerk of Superior Court – Courtroom Clerk Technician – 11/30/15 – General Fund – Replacing Linda Lemon
4. Melanie Sabbatino-Tackett – Superior Court – Administrative Clerk Senior – 11/30/15 - Court Appointed Special Advocate(.50)/Court Improvement Project(.50) Funds – Replacing Nichelle Ridenour

TEMPORARY HIRES TO COUNTY SERVICES:

5. Christine Lopez – Community Development – Temporary Administrative Clerk – 11/30/15 – General Fund

REQUEST TO POST:

6. Health and Emergency Services – Community Health Specialist – New position

ARF-3483

Consent Agenda Item 5. J.

Regular BOS Meeting

Meeting Date: 12/01/2015

Reporting Period: November 6, 2015; November 13, 2015; and November 20, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 11-6-15; 11-13-15; and 11-20-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 2, 2015, through November 6, 2015; November 9, 2015, through November 13, 2015; and, November 16, 2015, through November 20, 2015.

Attachments

Contracts Under \$50K Report

Amendment No. 1-Elledge

Government Obligation Contract-KS StateBank

Maintenance Agreement-Konica Minolta

Professional Services Contract No. 102215-Caruso Turley Scott

Contract Agreement Form-Modular Solutions, Ltd.

Professional Services Contract No. 100915-Caruso Turley Scott

Service Agreement No. 102315-Quality Crane Services

OpenGov Intelligence Software Agreement

Service Agreement No. 111015-Speedie & Associates

ERS Fire Interface Module-Spillman Technologies, Inc.

Pawned Property Module-Spillman Technologies, Inc.

CAD Mapping-1 seat license-Spillman Technologies, Inc.

Contract Agreement for additional scope for redesign of foundation plan

Warranty Plan-Goserco Inc.-Payson Sheriff's Office

Warranty Plan-Goserco Inc-Globe Sheriff's Office

Service Agreement No. 110515-Empire Southwest

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

November 2, 2015 thru November 6, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
071415 Samantha Sue Elledge	Professional Services Contract No. 071415 Samantha Sue Elledge, PLLC	Increase original contract amount of \$10,000 for a new total contract amount of \$30,000.00	7-1-15 to 6-30-16	11-3-15	Option to renew for 2 additional one-year periods	Contractor provides Indigent Dependency legal services to the Gila County Superior Court.
3348901 KS StateBank	Government Obligation Contract to purchase a new copier	\$3,889.80	11-1-15 to 10-31-18	11-3-15	Expires	Replace the non-working copier for the Juvenile Detention Center with a new Bizhub C-224e copier.
Konica Minolta Business Solutions	Service and Maintenance Agreement on Bizhub C- 224e copier	\$327.60/year + sales tax + \$0.0502 per color copy	11-1-15 to 10-31-18	11-3-15	Expires	Service and maintenance agreement for new copier for the Juvenile Detention Center. Maintenance includes all supplies (except paper), toner, parts, labor and service calls.
102215 Caruso Turley Scott, Inc.	Professional Services Contract No. 102215 Payson Courthouse- Structural Review	\$6,350.00	11-4-15 to 6-30-16	11-4-15	Expires	Contractor shall provide structural engineering and drafting services, as required, to review opening up the South West section of the 1 st floor space of the Payson Courthouse for a new courtroom.

November 9, 2015 thru November 13, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
GSA Contract GS07F7199L Modular Solutions	Authorization to utilize GSA Cooperative Contract for Prefabricated Structures and Outdoor Smoking Shelters	Not to exceed \$27,500.00	11-9-15 to 12-31-15	11-9-15	Expires	Contractor shall provide factory oversight, as required by the Office of Manufactured Homes (OMH) and shall prepare a complete stamped set of architectural recertification plans to be approved by OMH for the Copper Admin Building.
100915 Caruso Turley Scott, Inc.	Professional Services Contract No. 100915 Former NAPA Building- Structural Review	\$2,700.00	11-10-15 to 11-27-15	11-10-15	Expires	Contractor shall perform a structural review of the building at 110 W. Main Street in Payson to identify any evidence of past or future structural problems.
102315 Quality Crane Services, Inc.	Service Agreement No. 102315 Annual Crane Inspections	\$4,480.00	11-10-15 to 11-9-16	11-10-15	Option to renew for two additional one-year periods	Contractor to perform annual OSHA inspections of the mobile cranes mounted on the service trucks and the fixed cranes in the Payson and Globe shops.
OpenGov, Inc.	Amendment No. 2 to Service Agreement No. 022514-1 Forensic Center Facility for Gila County Medical Examiner	Increase original agreement of \$4,900 by \$3,650 for a new total agreement amount of \$8,550.	7-1-15 to 6-30-18	11-10-15	Automatically renews for three additional one-year periods	OpenGov, Inc. provides proprietary web applications that make Gila County financial data available, through an online portal, for the purpose of Transparency. Amendment #1 has been issued to change the Effective Date of the original contract and to place a cap on how many years the service will automatically renew.

November 16, 2015 thru November 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
111015 Speedie and Associates	Service Agreement No. 111015 Geotechnical Investigation- Copper Administration Building	\$4,950.00	11-18-15 to 12-17-15	11-16-15	Expires	Contractor shall perform a geotechnical investigation of the Copper Administration Building site for permitting and design purposes.
QUO-07130-D7L8J0 Spillman Technologies	Quote and Purchase Addendum to Contract	\$8,424.00	11-18-15 to 11-17-16	11-18-15	Expires	The Gila County Sheriff's Office wishes to purchase Spillmans' "ERS Fire Interface" software module> This is the link in Spillman software between the Sheriff's Office and the various Fire Departments that the County provides Dispatch services to. The 1 st year of maintenance, included in the price, covers all upgrades and live phone support services for the entire year.
QUO-07032-V9Q8F7 Spillman Technologies	Quote and Purchase Addendum to Contract	\$11,519.00	11-18-15 to 11-17-16	11-18-15	Expires	The Gila County Sheriff's Office wishes to purchase Spillmans' "Pawned Property" software module to reduce the amount of time it takes to enter pawn tickets. It currently takes up to 30 minutes to enter one pawn ticket into three different programs. The Sheriff's Office receives an average of 600-700 pawn tickets a month. With the upgraded software, each pawn ticket will only need to be entered once to be fully searchable and attached to the person who pawns an item. The 1 st year of maintenance included in the price, covers all upgrades and live phone support services for the entire year.

November 16, 2015 thru November 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
QUO-08244-F1Y1Z5 Spillman Technologies	Quote and Purchase Addendum to Contract	\$23,625.00	11-18-15 to 11-17-16	11-18-15	Expires	The Gila County Sheriff's Office wishes to purchase Spillmans' "CAD Mapping" software module. This module goes hand in hand with the Mobile Module already purchased by the Sheriff's Office. CAD Mapping will display calls and the Patrol units on a map, where both the Dispatchers and Patrol Deputies can see where the unit is. The Sheriff's Office already has the Geobase Mapping which is what CAD Mapping uses to display the information. The 1 st year of maintenance, included in the price, covers all upgrades and live phone support services for the entire year.
GSA Contract GS07F7199L Modular Solutions	Authorization to utilize GSA Cooperative Contract for Prefabricated Structures and Outdoor Smoking Shelters	Not to exceed \$1,500.00	11-9-15 to 12-31-15	11-18-15	Expires	Contractor shall provide a re-design of the foundation plan, based on information provided by Gila County to produce a complete stamped set of architectural recertification plans to be approved by OMH for the Copper Admin Building. The cost of \$1,500 will come out of a \$5,000 contingency item which was added to the original agreement on 11-9-15.
Goserco, Inc.	Extended Warranty Plan for Voice Logging Recorder	\$4,339.37	1-1-16 to 12-31-16	11-18-15	Expires	Extended Warranty Plan for Voice Logging Recorder for the Gila County Sheriff's Office/Jail Control Center in Payson, AZ.

November 16, 2015 thru November 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Goserco, Inc.	Extended Warranty Plan for Voice Logging Recorder	\$4,530.80	1-1-16 to 12-31-16	11-18-15	Expires	Extended Warranty Plan for Voice Logging Recorder for the Gila County Sheriff's Office/Jail Control Center in Globe, AZ.
110515 Empire Southwest, LLC	Service Agreement No. 110515 Emergency Repair-Generator for 911 Call Center	Not to exceed \$2,488.65	11-18-15 to 12-17-15	11-18-15	Expires	Due to the inconsistency of the generator powering up and running, it was necessary to have Empire Southwest perform testing on the generator located at the Sheriff's Office 911 Dispatch Center. Once the problem was identified, the repairs were made. The generator is a vital piece of equipment for the 911 Call Center in the event that their main source of power goes out.



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

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

**PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES**

SAMANTHA SUE ELLEDGE, PLLC

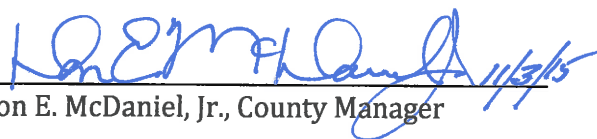
Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of \$10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 will serve to increase the contract amount by Twenty-Thousand dollars and no/100's (\$20,000), for a new total contract amount of Thirty Thousand dollars and no/100's (\$30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the case loads warrant.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2015 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 03rd day of NOVEMBER, 2015.

GILA COUNTY:


Don E. McDaniel, Jr., County Manager


Samantha Sue Elledge, PLLC.

GOVERNMENT OBLIGATION CONTRACT

Obligor

Gila County, Arizona
1400 East Ash Street
Globe, Arizona 85501

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of November 1, 2015

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligor hereby represents and warrants that Obligor complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligor or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.


Section 10.12 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.13 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

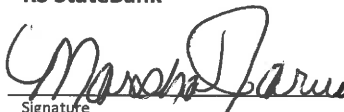
Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

KS StateBank

 11/5/15

Signature
DON E. MCDANIEL, JR., COUNTY MANAGER
Printed Name and Title



Signature
Marsha Jarvis, Senior Vice President
Printed Name and Title

Gila County, Arizona

Attested By Authorized Individual:

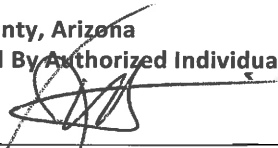

Signature
JEFF HESSENIUS, FINANCE DIRECTOR
Printed Name and Title

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 1, 2015, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

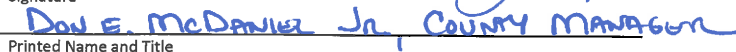
Date of First Payment: At Closing
 Original Balance: \$3,471.65
 Total Number of Payments: Thirty-Six (36)
 Number of Payments Per Year: Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$108.05	\$0.00	\$108.05	Not Available
2	1-Dec-15	\$108.05	\$22.40	\$85.65	Not Available
3	1-Jan-16	\$108.05	\$21.83	\$86.22	\$3,419.87
4	1-Feb-16	\$108.05	\$21.25	\$86.80	\$3,320.28
5	1-Mar-16	\$108.05	\$20.67	\$87.38	\$3,220.45
6	1-Apr-16	\$108.05	\$20.09	\$87.96	\$3,120.37
7	1-May-16	\$108.05	\$19.51	\$88.54	\$3,020.04
8	1-Jun-16	\$108.05	\$18.92	\$89.13	\$2,919.46
9	1-Jul-16	\$108.05	\$18.32	\$89.73	\$2,818.64
10	1-Aug-16	\$108.05	\$17.73	\$90.32	\$2,717.57
11	1-Sep-16	\$108.05	\$17.12	\$90.93	\$2,616.25
12	1-Oct-16	\$108.05	\$16.52	\$91.53	\$2,514.68
13	1-Nov-16	\$108.05	\$15.91	\$92.14	\$2,412.85
14	1-Dec-16	\$108.05	\$15.30	\$92.75	\$2,310.77
15	1-Jan-17	\$108.05	\$14.68	\$93.37	\$2,208.44
16	1-Feb-17	\$108.05	\$14.06	\$93.99	\$2,105.86
17	1-Mar-17	\$108.05	\$13.43	\$94.62	\$2,003.02
18	1-Apr-17	\$108.05	\$12.80	\$95.25	\$1,899.93
19	1-May-17	\$108.05	\$12.17	\$95.88	\$1,796.58
20	1-Jun-17	\$108.05	\$11.53	\$96.52	\$1,692.98
21	1-Jul-17	\$108.05	\$10.89	\$97.16	\$1,589.12
22	1-Aug-17	\$108.05	\$10.24	\$97.81	\$1,485.00
23	1-Sep-17	\$108.05	\$9.59	\$98.46	\$1,380.63
24	1-Oct-17	\$108.05	\$8.93	\$99.12	\$1,276.00
25	1-Nov-17	\$108.05	\$8.27	\$99.78	\$1,171.11
26	1-Dec-17	\$108.05	\$7.61	\$100.44	\$1,065.96
27	1-Jan-18	\$108.05	\$6.94	\$101.11	\$960.55
28	1-Feb-18	\$108.05	\$6.27	\$101.78	\$854.88
29	1-Mar-18	\$108.05	\$5.59	\$102.46	\$748.95
30	1-Apr-18	\$108.05	\$4.91	\$103.14	\$642.75
31	1-May-18	\$108.05	\$4.22	\$103.83	\$536.29
32	1-Jun-18	\$108.05	\$3.53	\$104.52	\$429.57
33	1-Jul-18	\$108.05	\$2.83	\$105.22	\$322.58
34	1-Aug-18	\$108.05	\$2.13	\$105.92	\$215.33
35	1-Sep-18	\$108.05	\$1.43	\$106.62	\$107.81
36	1-Oct-18	\$108.05	\$0.53	\$107.52	\$0.00

Gila County, Arizona



Signature



Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 1, 2015, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Bizhub C224e Copier with Accessories

Physical Address of Equipment after Delivery : 1425 E South Street

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Gila County, Arizona
1400 East Ash Street
Globe, Arizona 85501

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ One (1) Bizhub C224e Copier with Accessories
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$3,471.65.

3. Loss Payee

- ◆ KS StateBank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

or

Email: kkuckelman@ksstatebank.com

Please complete the information below and return this form along with the Contract.

Gila County, Arizona

Insurance Company: Arthur J. Gallagher & Co.

Agent's Name: Rose Unruh

Telephone #: 480-845-6209

Fax #: 602-244-2242

Address: 8800 E. Chaparral Road # 230

City, State Zip: Scottsdale, AZ 85250

Email: Rose_Unruh@AJG.com

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3348901	Payment Amount \$108.05	Frequency of Payments Monthly
Beginning Month _____ Year _____	Day of Month 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account

☐ Checking

☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Gila County, Arizona	
Signature	Printed Name and Title
Tax ID Number 86-6000444	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 10-08-2015

BILL TO:

GILA COUNTY, ARIZONA
ATTN: ACCOUNTS PAYABLE
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3348901	At Closing	At Closing	\$108.05

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF NOVEMBER 1, 2015	PAYMENT AMOUNT: \$108.05
ONE (1) BIZHUB C224E COPIER WITH ACCESSORIES	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$108.05
	TOTAL DUE

INVOICE

DATE SENT: 10-08-2015

BILL TO:

GILA COUNTY, ARIZONA
ATTN: ACCOUNTS PAYABLE
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3348901	12-01-2015	12-01-2015	\$108.05

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF NOVEMBER 1, 2015	PAYMENT AMOUNT: \$108.05
ONE (1) BIZHUB C224E COPIER WITH ACCESSORIES	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$108.05
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Gila County, Arizona		2 Issuer's employer identification number (EIN) 86 6000444	
3 Number and street (or P.O. box if mail is not delivered to street address) 1400 East Ash Street		Room/suite	
4 City, town, or post office, state, and ZIP code Globe, Arizona 85501		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information Ms. Betty Hurst, Buyer		7 Telephone number of officer or legal representative (928) 402-4355	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>			
8a Issue price of obligation(s) (see instructions)	8a	3,699	79
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	11/01/2015		
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d	3,699	79
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ►	<input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ►	<input type="checkbox"/>		
12 Vendor's or bank's name:	KS StateBank		
13 Vendor's or bank's employer identification number:	48 0760380		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Digitally signed by H. Evan Howe

Date: 2015.10.09 11:20:44 -05'00'

Date

Check ☐ if self-employed

PTIN

H. Evan Howe**H. Evan Howe****10/08/2015****P01438994**

Firm's Name ►

Baystone Financial LLC

Firm's EIN ►

48-1223987

Firm's Address ►

12980 Metcalf, Suite 310, Overland Park, KS 66213

Phone no.

(800) 752-3562**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**ATTACHMENT "A" to GOVERNMENT OBLIGATION CONTRACT
DATED November 1, 2015
FOR FINANCING ONE (1) BIZHUB C224E COPIER**

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

Kansas State Bank of Manhattan


Individual Authorized to Sign

MARSHA JARVIS

Print Name

SENIOR VICE PRESIDENT

Title

10/23/2015

Date



October 07, 2015

Formal Proposal

OBLIGOR: GILA COUNTY

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Three (3) Year term.

EQUIPMENT: NEW COPIER

Acquisition Cost:	\$3,256.71	Term:	Three (3) Years	First Payment Due:	At Closing
Sales Tax:	\$214.94	Payment Mode:	Monthly in Advance	Payment Amount:	\$108.05
Trade In:	\$0.00	Interest Rate:	7.990%		
Principal Balance:	\$3,471.65	Rate Factor:	0.031125		

- ♦ The copier equipment must be under a service contract for a period of time that at least matches or exceeds the contract purchase term.
- ♦ This transaction must be credit approved, documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before November 06, 2015. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- ♦ This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- ♦ Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- ♦ This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- ♦ Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.

BAYSTONE GOVERNMENT FINANCE

William Bauman

GILA COUNTY

Signature:

Typed Name & Title:

Date:

[Handwritten Signature]
DAN E. McDANIEL, JR.
11/4/15

5225 N Central Avenue, Suite 218, Phoenix, AZ 85012
Local: (602) 650-1184 Toll Free: 888-345-0071 Fax: (602) 650-1194
wbauman@bfgfinancial.net
www.baystone.net



ARIZONA COOPERATIVE PURCHASING

KMBS 085612

10/16/15

PAGE 1

Attn: David Ratcliffe
Konica Minolta Business Solutions U.S.A.,
4415 East Cotton Center Blvd. Suite 150
Phoenix AZ 85040

Mem PO# GC
Attr: Gila County
Ship to: Gila County

VENDOR: Review this purchase order for compliance with the terms, conditions and prices in your applicable MESC contract. Acceptance of the purchase order shall indicate compliance. Contact your Mohave Procurement Specialist if you find errors or omissions.

Vendor Fax # 602-234-2406

Member Ph #

QTY	Item #	Description	Price	Ext. Price
1		3-Year lease for a BizHub C224e copier from	\$3,256.70	\$3,256.70
		Konica thru Baystone (Non-Contract)		

Total of Materials, Services, and Construction

\$3,256.70

Labor

Travel Hours

Total

\$3,256.70

Non-Admin Items	Per Diem
	Bond
	Permits
	Shipping
	Other Non-Admin Fee Items
	Trade In Amount

Special Billing Instructions: DO NOT bill Mohave for this order. See above for billing instructions. Contact Griselda Cruz with any questions.

Authorized Signature

Purchase verification: It is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

NOTE: All merchandise FOB "Ship To" Destination. NO P.O. Increase without Mohave Approval. Unless otherwise stated this p.o. is cancelled after <<poExp>>. Pursuant to terms & conditions of MESC Bid Contract 101-KMBS-0127.

Maintenance Agreement

Customer Information																																																																															
Sold to Acct #:			Payer/Bill to Acct #:			Ship to Acct #:																																																																									
Name: <u>GILA COUNTY</u>			Name: <u>GILA COUNTY</u>			Name: <u>GILA COUNTY PROBATION</u>																																																																									
Attn/Dept:			Attn/Dept:			Attn/Dept: <u>ANITA ZARAGOZA</u>																																																																									
State/Rm:			State/Rm:			State/Rm:																																																																									
Address: <u>1400 E. ASH STREET</u>			Address: <u>1400 E. ASH STREET</u>			Address: <u>1426 E. SOUTH STREET</u>																																																																									
City: <u>GLOBE</u>			City: <u>GLOBE</u>			City: <u>GLOBE</u>																																																																									
State: <u>AZ</u> Zip: <u>85501</u>			State: <u>AZ</u> Zip: <u>85501</u>			State: <u>AZ</u> Zip: <u>85501</u>																																																																									
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Tax Exemption Number:			Tax Exemption Certificate must be attached when applicable.																																																																									
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			PO Number:			PO Expiration Date:		PO must be attached when applicable.																																																																							
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO			PO Contact:			Email:		Ph:																																																																							
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Name:			Email:		Ph:																																																																							
Coverage / Billing Options																																																																															
Coverage Options:					Wide Format																																																																										
Select Options: <input checked="" type="checkbox"/> Supply Inclusive <input checked="" type="checkbox"/> Staples Included <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support* * Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.					Select Options: <input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*																																																																										
Billing Options: Initial Term in Months: <input checked="" type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____ Flat Rate Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually Meter Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Aggregate Volume: <input type="checkbox"/> B/W <input type="checkbox"/> Color					Wide Format <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Monthly																																																																										
Effective Date: On Install <input type="checkbox"/> Date: <u>1-29-16</u> CR All Devices Billing Day: <input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)																																																																															
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**MyKMBS.com
Access Request Form**

Customer Name: GILA COUNTY

Business Class: ☐ Corporate Acct ☐ National ☒ Government ☐ Branch

New or Existing Customer: ☐ New ☒ Existing

SAP Account #: 0004474978/0004474978
Required Field

Serial Number(s):
(include at least one)

1	_____	4	_____	7	_____
2	_____	5	_____	8	_____
3	_____	6	_____	9	_____

USER

Role: ☐ Fleet Manager* ☒ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only
If Fleet Manager or Local Manager is selected, also check one of the following:
☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: BETTY
Required
Email: BHURST@GILACOUNTYAZ.GOV
Required

Last Name: HURST
Required

USER

Role: ☐ Fleet Manager* ☒ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only
If Fleet Manager or Local Manager is selected, also check one of the following:
☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: ANITA
Required
Email: AZARGOZ@GILACOUNTYAZ.GOV
Required

Last Name: ZARAGOZA
Required

USER

Role: ☐ Fleet Manager* ☐ Local Manager** ☐ Meters Only ☐ Order Supplies Only ☐ Service Calls Only
If Fleet Manager or Local Manager is selected, also check one of the following:
☐ Set-up to view all locations ☐ Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____
Required
Email: _____
Required

Last Name: _____
Required

* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports.

** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card.

Have customer alert Nether IT Department to accept the following email addresses:

meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extrenet@kmbs.konicaminolta.us

KMBS

Representative: MURRAY RYAN Territory Code: 941908
Corporate Acct Mgr: _____
If Applicable Territory Code: _____

Sales Manager: STEVEN FIELDS Territory Code: 941900

Branch Name: 941 - PHOENIX Branch Number: 941

Branch forms are to be submitted with your sales order to your local branch administrators

For Corporate, National, and Government accounts, email completed form to mykmbs.us@kmbs.konicaminolta.us

COMMENTS

Order Package Acceptance Agreement

Customer Name/Address:

GILA COUNTY
1400 E. ASH STREET
GLOBE, AZ 85501

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00265940 time stamped 10/13/15 06:57 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and MOHAVE EDUCATIONAL SERVICES COOP dated 01/27/2011 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: DON E. McDANIEL, JR.
(Please Print)

Signature: 

Title: COUNTY MANAGER

Date: 11/3/15

KMBS Representative

Name: Chip Ryan
(Please Print)

Signature: 

Date: 10-13-15

KMBS Manager

Name: Steve Fields
(Please Print)

Signature: 

Date: 10/13/2015

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

PROFESSIONAL SERVICES CONTRACT NO. 102215
PAYSON COURTHOUSE – 714 S. BEELINE HIGHWAY - PAYSON, AZ
STRUCTURAL REVIEW

THIS AGREEMENT, made and entered into this 04th day of NOVEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Caruso Turley Scott, Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities 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: Refer to attached Attachment "A" to **Service Agreement 102215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 102215** 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 102215**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

In addition to the services provided for in Attachment "A", should Gila County require, and upon written request only, additional engineering and drafting services for work not included in the scope of Attachment "A", the services shall be billed at the following hourly rates:

Partner Principal.....	\$155.00	Senior Field Representative.....	\$80.00
Associate.....	\$135.00	Field Representative	\$70.00
Project Manager.....	\$120.00	Senior Structural Drafter.....	\$80.00
Senior Structural Engineer.....	\$110.00	Structural Drafter.....	\$75.00
Structural Engineer.....	\$100.00	Clerical.....	\$50.00
Structural Designer.....	\$85.00		

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

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

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

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

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

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

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

2. **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
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- 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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

- 2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 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 Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment “A” to Professional Services Contract No. 102215 will be performed on a lump sum basis, with “Basic Services”, as identified on Attachment “A” not to exceed, without written authorization, \$4,700.00, which excludes reimbursable rates, which shall be an additional cost and invoiced at cost x 1.15, not to exceed \$150.00. An amount of \$450.00 shall be added to the contract amount to cover reimbursable costs, *if required*. An amount of \$1,200.00 will be added to the contract amount to cover up to two additional site visits at \$600.00 per visit, *if required and requested*, by Gila County. Should additional services be required that are not included in any of the descriptions in this Article, it shall be provided at the hourly rates as identified on Page 2 of this contract, and only as authorized by Gila County.

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

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

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

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor and it has been approved by the proper Gila County department. 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, Professional Services Contract No. 102215 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

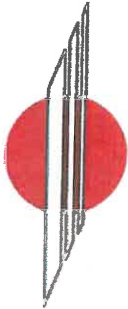

Don E. McDaniel Jr., County Manager

Date: 11/4/15

CARUSO TURLEY SCOTT, INC.


Signature

TROY TURLEY
Print Name



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

Richard Turley, SE
Paul Scott, SE
Sandra Herd, SE, LEED AP
Chris Atkinson, SE, LEED AP
Thomas Morris, SE, LEED AP
Richard Dahlmann, SE

**PROFESSIONAL
REGISTRATION**

50 States
Washington D.C.
U.S. Virgin Islands
Puerto Rico
Guam

October 22, 2015
Revised October 22, 2015
Revised October 23, 2015

Mr. Bob Hickman
GILA COUNTY FINANCE
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501
E: rhickman@gilacountyaz.gov
T: 928-200-1643

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

RE: Gila County Courthouse Renovation
714 S. Beeline Highway
Payson, AZ
CTS Job No.:

Dear Mr. Hickman:

This will confirm our fee to provide structural engineering and drafting services as required to review opening up the Southwestern first floor space of this facility for a new courtroom. Services will include design review to potentially remove or relocate the 8 interior columns supporting the existing second floor. *Up to one (1) site visit is included in this fee.* Our **Basic Services** will be billed at a Fixed Fee of Four Thousand Seven Hundred-Dollars (\$4,700.00).

Our **Basic Services** will include *one (1) round trip visit to the site*, structural calculations, preparation of the structural plans and details as required, and response to city comments related to the original structural scope of work. Our design will be based on the available existing building information as provided by your office. Foundation designs will presumably be based on the original soil report for the facility, updated to the current code as required.

Additional Site visits, if requested during design or construction, may be performed as additional services and will be billed at Six Hundred Dollars per visit.

Additional engineering and drafting services, if required during construction due to field conditions that differ from the original existing building information, or if requested by the contractor during construction for alternative details or framing schemes, are not included in this fee. This work will be billed per our standard hourly rates as an additional service if required.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery and or/delivery pickup costs, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15. *(Reimbursable expenses are estimated not to exceed \$150.00 per site visit)*

In rendering professional services, Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. As a consultant, we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.



**CARUSO
TURLEY
SCOTT**
YOUR STRUCTURAL
ENGINEERING EXPERTS

Page 2
Gila County Courthouse Renovation
714 S. Beeline Highway
Payson, AZ
October 22, 2015

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).**

Respectfully Submitted By:
CARUSO TURLEY SCOTT INC.

Name: Troy Turley, SE, LEED-AP
Title: Associate | Project Manager
V:\Contracts 2015\Troy Turley 2015\TET - Gila County - Gila
County Courthouse Renovation - Payson, AZ\TET - Gila County
- Gila County Courthouse Renovation-Payson, AZ-
cfm.docx/BCK

Accepted By:
GILA COUNTY FINANCE

Name: DON E. MCDANIEL, JR.
Title: COUNTY MANAGER

Date: 11/4/15

CONTRACT AGREEMENT FORM

Contract Name: Prefabricated Structures and Outdoor Smoking Shelters Contract No.: GSA Contract #GS07F0199L

Statement of Mutual Consent and Intent

In order to obtain the proper permits from the State of Arizona, Office of Manufactured Housing (OMH) for the Copper Administration Building project, the County needs to contract with a licensed firm. Modular Solutions is one of the firms listed by OMH as acceptable. Modular Solutions is also under a GSA cooperative contract to provide the services which Gila County requires.

Modular Solutions has provided a proposal to Gila County that will meet our objective. The amount of the proposal is \$10,000 to provide factory oversight, as required by OMH, and \$12,500 to prepare a complete set of stamped architectural recertification plans approved by the State. At this time, Public Works feels it will be prudent to include an additional \$5,000 on the Purchase Order, to be used, *if required and as requested*, by Gila County to cover any reimbursable costs that might be incurred by Modular Solutions or any additional hourly services that may be needed beyond the scope of work. It is not anticipated that the entire \$5,000 will be expended, but in order to keep the project moving forward, Public Works would like to have the funds available should the need arise.

Contract End Date: 11-09-15 to 12-31-15

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$27,500.00

Contract Information

Firm Name: Modular Solutions, Ltd. Contact Person: Mitzi Garcia

Address: P.O. Box 15507 Phone No: 602-952-9741

City: Phoenix State: AZ Fax: _____ Email: mitzig@mod-Sol.com

Special Notes:

Gila County is a member of the General Services Administration (GSA), for cooperative purchasing. By using the GSA contract with Modular Solutions, Ltd. it will save the county in both time and money for a rate that already been established.

Authorization to use a Cooperative Purchasing Agreement with the General Services Administration, Contract No. GS07F0199L approved this 09th day of NOVEMBER, 2015.

GILA COUNTY


Don E. McDaniel, County Manager



October 29, 2015

Gila County
1400 E. Ash
Globe, AZ 85501

Attention: Shannon Coons
(928) 402-8521 / scoons@gilacountyaz.gov

RE: Design Services Proposal
Modular Building Reconstruction
Gila County 24 Plex Modular Building

This letter will serve as a proposal and agreement to provide architectural services that you have requested for the above referenced project.

SCOPE OF PROJECT:

The scope of the project involves a administration building design & submittal for the reconstruction of 24 existing modular building sections. The building design is "conceptual" and will require a full package to be stamped by PE or Architect for reconstruction approval by the State of Arizona for approvals.

The scope of our work will include preparing & copying the Construction Drawings prepared by Modular Solutions, Ltd. to be suitable for permitting by the State of Arizona. The review of the project will be included in the scope of work. Your conceptual plan may require some changes or revisions for approval those will be incorporated into the final set of approved plans.

A typical set of drawings to the state will include floorplan, framing, cross section, electrical, reflective ceiling, mechanical, and plumbing. We will coordinate all revisions/comments provided by the State of Arizona in order to secure a recertification approval.

We will respond to the contractor for information (RFI's)
We will provide four onsite inspections, demolition, rough-in, top-out and final.
We will provide shop drawing review.

All renovation work within the modular building must be performed by licensed, insured and bonded contractors, being in good standing the registrar of contractors.

Modular Solutions, Ltd
PO Box 15507 / Phoenix, AZ 85060
(Phone) 602-952-9741 / (Toll Free) 800-441-8577 / (Fax) 602-522-1979
www.modularsolutionsltd.com

ADDITIONAL SERVICES:

Additional services including but not limited to the following are not provided under the terms of this agreement, however, will be provided at your request or concurrence.

1. Changes to the approved concepts or plans requiring re-drawing the design or plans.
2. Any services not included in or in excess of the Project Scope.

PROFESSIONAL SERVICES:

Factory oversight as specified and management fee	\$10,000.00
Complete set of approved recertification plans approved by state	\$12,500.00
Total fee schedule	\$22,500.00

The above fee is valid for 2 months from the date of acceptance. Any work begun after this date shall be renegotiated by both parties to a mutually agreeable amount.

HOURLY SERVICES:

Senior Project Architect	\$125.00/hour
CAD Technician	\$80.00/hour

REIMBURSABLE EXPENSES:

Copies requested by the Owner above required submittal packages: Cost plus 15%

LIMITATION OF LIABILITY:

Neither the Architect, or their agents, consultants nor employees shall be jointly or individual liable to the Owner in an amount in excess of the compensation under this agreement. Since this agreement does not include construction administration or observation services, the Owner will be solely responsible for interpreting the construction documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and hold the Architect harmless of claims resulting in Owner's interpretations and observations. In the event of litigation between the parties to interpret or enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, and all other related costs and expenses, in addition to all other relief awarded which may be summarily set by the judge of the court without jury trial.

PAY TERMS:

A retainer of \$12,500.00 will be required to commence work.
\$10,000 will be due upon State of Arizona approval of construction drawings.
Invoices are due upon receipt and shall be paid within 15 calendar days.

The Client agrees to pay finance charge of 1.5% per month at the annual percentage rate of 18% on delinquent invoices, as well as expense, attorney fees, and court costs incurred by reason of the Owner's default.

We appreciate the opportunity to provide this proposal and assist you in making your project successful. If this proposal is acceptable to you, please approve by executing this document and return one copy and the retainer to my office. Thank you

Respectfully,


John S. Cooper
Senior Project Architect
Modular Solutions, Ltd

 EDNA E. McDANIEL, JR. 11/9/15
Approval of proposal
Signature- Gila County Print Name Date

CAPABILITY STATEMENT

CORE BUSINESS: PREFABRICATED BUILDINGS AND CONSTRUCTION

N.C.A.R.B. ARCHITECTURAL TEAM (NAICS: 541310)

NAICS:

321992,321991,236220,238990,2238220,444190,531120,236115,236116,423310

CAGE CODE: 1TVP9 / FEDERAL TAX ID#: 86-0812751 / D & B #: 93-7795235

DESIGN & ENGINEERING	CONTRACTING OPPORTUNITIES	COMPANY VALUES
BUILDING SHOP DRAWINGS	GSA CONTRACT # GS-07F-0199L	WE BUILD RELATIONSHIPS, NOT JUST BUILDINGS
AS BUILT CERTIFICATIONS, LEED, BIM	GSA ADVANTAGE	SCHEDULE COMPLIANCE, SPECIFICATION COMPLIANCE, & CODE COMPLIANCE
RETROFIT/ REMODEL PLANS	SOLE SOURCE MANUFACTURING	CUSTOMER SERVICE IS A PRORITY BEFORE, DURING AND AFTER THE PROJECT
PROGRAMMATIC REQUIREMENTS	DESIGN-BUILD	HIRE HONEST & CAPABLE EMPLOYEES WITH INTEGRITY
BUDGETARY/FEASABILITY STUDIES	NEGOTIATED R F P	LEAD THE INDUSTRY USING INNOVATION AND PROBLEM SOLVING SKILLS
DESIGN-BUILD PROJECT PLANS	SMALL DISADVANTAGED BUSINESS	ZERO TOLERANCE SAFETY POLICY

NEW CONSTRUCTION	MODULAR SOLUTIONS BENEFITS
PREFABRICATED MODULAR	FAST-TRACK OCCUPANCY
MULTI-STORY MODULAR	TURNKEY SINGLE POINT OF CONTACT
STEEL BUILDINGS	EXPERIENCED STAFF, IN BUSINESS SINCE 1996
GUARD SHACKS , SCIF, & SPECIAL FORCES FACILITIES	ALWAYS CODE COMPLIANT
UTILITY VAULTS & SHOWER/RESTROOM BUILDINGS	100% PERFORMANCE RECORD
MOBILE OFFICES & PORTABLE CLASSROOMS	EXCEPTIONAL SAFETY RATING
DESIGN-BUILD TURNKEY SOLUTIONS	BACKGROUND & E-VERIFY CHECKS
MODULAR ON CONCRETE SLAB FLOOR (SLAB ON GRADE)	BONDING CAPACITY IS \$ 10 MILLION
RESIDENTIAL EMPLOYEE HOUSING	VALUE-ENGINEERING SOLUTIONS
MULTI-FAMILY HOUSING OR BARRACKS	FLEXIBLE FINANCIAL PLANS
ANYTHING REQUIRED FOR OCCUPANCY	EXTENSIVE SUSTAINABLE & "GREEN" BUILDING OPTIONS AVAILABLE

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

PROFESSIONAL SERVICES CONTRACT NO. 100915
FORMER NAPA AUTO PARTS - 110 W. MAIN STREET - PAYSON, AZ
STRUCTURAL REVIEW

THIS AGREEMENT, made and entered into this 10th day of November, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Caruso Turley Scott, Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities 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: Refer to attached Attachment "A" to **Service Agreement 100915** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100915** 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 100915**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

In addition to the services provided for in Attachment "A", should Gila County require, and upon written request only, additional engineering and drafting services for work not included in the scope of Attachment "A", the services shall be billed at the following hourly rates:

Partner Principal.....	\$155.00	Senior Field Representative.....	\$80.00
Associate.....	\$135.00	Field Representative	\$70.00
Project Manager.....	\$120.00	Senior Structural Drafter.....	\$80.00
Senior Structural Engineer.....	\$110.00	Structural Drafter.....	\$75.00
Structural Engineer.....	\$100.00	Clerical.....	\$50.00
Structural Designer.....	\$85.00		

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

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

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

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

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

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

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

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

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

2. **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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Lessee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 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 Contract commences on the date it is signed by the County Manager and remains in effect through November 27, 2015.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment "A" to Professional Services Contract No. 100915 will be performed on a lump sum basis, with "Basic Services", as identified on Attachment "A" not to exceed, without written authorization, \$1,800.00, which excludes reimbursable rates, which shall be an additional cost and invoiced at cost x 1.15, not to exceed \$150.00. An amount of \$300.00 shall be added to the contract amount to cover reimbursable costs, *if required*. An amount of \$600.00 will be added to the contract amount to cover up to one additional site visit at \$600.00 per visit, *if required and requested*, by Gila County. Should additional services be required that are not included in any of the descriptions in this Article, it shall be provided at the hourly rates as identified on Page 2 of this contract, and only as authorized by Gila County.

TET 10/30/15

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, Professional Services Contract No. 100915 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 11/10/15

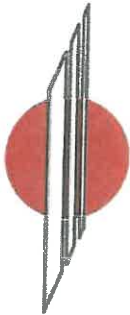
CARUSO TURLEY SCOTT, INC.



Signature

TROY TURLEY

Print Name



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

Richard Turley, PE
Paul Scott, PE, SE
Sandra Herd, PE, SE, LEED AP
Chris Atkinson, PE, SE, LEED AP
Thomas Morris, PE, LEED AP
Richard Dahmann, PE

**PROFESSIONAL
REGISTRATION**

50 States
Washington D.C.
U.S. Virgin Islands
Puerto Rico
Guam

October 9th 2015
Revised October 22, 2015
Revised October 23, 2015

Ms. Jeannie Sgroi
Gila County Finance
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501
E: dsgroi@gilacountyaz.gov
T: 928-402-8612

CLIENT INFORMATION:

CLIENT PROJECT NUMBER

PROJECT MANAGER

OTHER

RE: FORMER NAPA AUTO PARTS – DUE DILIGENCE

110 West Main Street,
Payson, AZ 85547
CTS Job No.: 427.1-15-1107-46

Dear Ms. Sgroi:

This will confirm our fee to provide a structural review of the former Napa Auto Parts store located at the address above. Our **Basic Services** will be billed at Fixed Fee of One Thousand Eight Hundred Dollars (\$1,800.00).

Basic Services will include *one (1) round trip to the site*, a written report of the overall condition of the buildings and address specific items discovered by a limited visual observation of the building. The observation will consist of examining the interior and exterior walls, the roof inside and out, the slab-on-grade and any other structural elements readily visible. The observation is intended to visually examine the building for evidence of past or future structural problems.

A guarantee that the building is constructed in compliance with all applicable building and construction codes and/or the original contract documents is neither intended nor implied. No analysis, material testing or destructive examination will be provided.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery and or/delivery pickup costs, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15. Reimbursable expenses are estimated not to exceed \$150.00

Payment for Services as described above shall be made monthly upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month will be paid on all invoices after 60 days from billing date.

At the commencement of engineering services, a "Preliminary Notification" will be forwarded to the property owner and/or tenant. The "Preliminary Notification" is not a lien, but state law requires the distribution of a "Preliminary Notification" issued at the commencement of engineering services to maintain the option of filing a lien for nonpayment of engineering services at a future date. This "preliminary notification" is customary and routine in the construction industry and informs the recipient of their legal rights and obligations. If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or kclark@ctsaz.com).

Respectfully Submitted By:
CARUSO TURLEY SCOTT INC.

Troy Turley, PE, SE, LEED-AP BD+C
Associate | Project Manager

V:\Contracts 2015\2015 Contracts\151107 - Former NAPA Auto
Parts Due Diligence - Payson, AZ\151107cfm.docx/kc

Accepted By:
GILA COUNTY

Name: DON E. McDANIEL, Jr.
Title: COUNTY MANAGER

Date: 11-10-15

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. 102315
ANNUAL CRANE INSPECTIONS

THIS AGREEMENT, made and entered into this 10th day of November, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Quality Crane Services, Inc., of the City of Peoria, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 102315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 102315** 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 102315**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **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”.

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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,480.00 for inspections. An additional \$3,000.00 for service and repairs, *if required during the term of this contract*, is being added to this contract for a total amount not to exceed \$4,480.00.

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

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

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

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

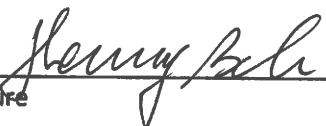
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 102315 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

QUALITY CRANE SERVICES, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 11/10/15

HENRY BELA
Print Name

OSHA/MSHA Inspections

Preventive Maintenance

Repair

Engineering

Parts

QUALITY CRANE SERVICES, INC.

7227 W. MONTE CRISTO AVE. PEORIA, AZ 85382

(623) 773-2500

FAX (623) 486-0103

qualitycrane@cox.net

PROPOSAL NO. 1023-15A

Date: 10/23/15

Attn: Betty Hurst
 Gila County

From: Henry Bela

Re: Annual Crane Inspection for Gila County

=====

Globe Cranes:	\$840.00
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Payson Cranes:	\$680.00
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Inspection / Certification for Globe and Payson cranes.

Cost for both locations: \$1,520.00

OPENGOV, INC. SOFTWARE AGREEMENT

CUSTOMER INFORMATION

	<u>ORGANIZATION CONTACT</u>	<u>BILLING CONTACT (If Different)</u>
Customer Name:	County of Gila, AZ	
Contact Name:	Jeff Hessenius	
Address:	1400 Ash Street	
	Globe, AZ 85501	
Telephone:	(928) 402-8743	
Email:	jhessenius@gilacountyaz.gov	

Effective Date: 10/28/15

Software Services:

OpenGov Platform: A proprietary web application that visualizes the customer's general ledger, chart of accounts, current year spending, and balance sheet, making multiple years of financial data accessible to citizens and staff through an online portal. The customer will receive full access to OpenGov's Annual Budget View, Current Year View, Budget Milestones View, Balance Sheet View, and Transactions View with the ability to create an unlimited number of reports.

Fees: In consideration of Customer using the Services identified above, and in consideration of Customer using the Services identified in the agreement between OpenGov and The County of Gila, AZ with an effective date of 07-01-14, which includes four twelve month automatic renewals, by mention made a binding part of this agreement as set forth herein, Customer shall pay OpenGov, Inc. a fee of \$2,433.33 to upgrade to OpenGov Intelligence for a period of eight (8) months. As of 7/1/16 annual pricing of \$8,550 will commence and will be billed annually in advance for the period of the agreement. The additional standard implementation fee of \$2,500 will be waived entirely if agreement is completed on or before 11/10/15.

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

SIGNATURES

Customer

Signature: [Signature]
 Printed Name: DON E. MCDANIEL, JR.
 Title: COUNTY MANAGER
 Date: 11/10/15

OpenGov Inc.

DocuSigned by:
 Signature: [Signature]
 Printed Name: Ainslie Mayberry
 Title: CFO
 Date: 11/9/2015

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use best efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with three or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent, excluding any negligence by OpenGov.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. **PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from the Effective Date of 07-01-14 and shall include four twelve month automatic renewals. Except for the initial upsell period of eight (8) months, the customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. Refer to Attachment "A", by mention made a binding part of this agreement as set forth herein.

ATTACHMENT "A"

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this agreement likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any 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 Agreement subjecting Firm to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this Agreement 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 Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

OpenGov Inc.

Ainslie J Mayberry
Individual Authorized to Sign

Ainslie J Mayberry
Print Name

CFO
Title

11/9/15
Date

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. 111015
GEOTECHNICAL INVESTIGATION-COPPER ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 16th day of November, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Speedie and Associates, 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 Public Works, or designee.

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

Scope of Work: Refer to Speedie & Associates Proposal No. 55610R1, dated November 10, 2015, and identified as Attachment "A" to Service Agreement 111015, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Speedie & Associates Proposal No. 55610R1, dated November 10, 2015, and identified as Attachment "A" to Service Agreement 111015, 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 111015, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

Policy shall include bodily injury, property damage and broad form contractual liability 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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Lessee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 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 Contract commences on the date signed by the County Manager and remains in effect for a period of thirty days from the Notice to Proceed, which shall be issued by the Gila County Public Works Department, unless terminated earlier pursuant to this contract.

ARTICLE 15 - PAYMENT/BILLING: The Scope of Services as outlined on Attachment "A" to Service Agreement No. 111015, Speedie and Associates Proposal No. 55610R1 to Provide a Geotechnical Investigation, dated November 10, 2015, will be performed on a lump sum basis, with a not to exceed without written authorization amount of \$4,950.00. Any additional services or tests, if required, will be performed on a Time and Materials basis per the mutually agreed upon fee schedule, which is a part of Attachment "A" to Service Agreement No. 111015.

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. 111015 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 11/14/15

SPEEDIE AND ASSOCIATES


Signature

SUSAN MANCHESTER
Print Name



www.speedie.net

November 10, 2015

Gila County Public Works Department
745 North Rose Mofford Way
Globe, Arizona 85501

Attention: Mr. Mark Guereña, P.E., R.L.S.
County Engineer

RE: Proposal to Provide a Geotechnical Investigation
Gila County Copper Administration Building
745 North Rose Mofford Way
Globe, Arizona
Proposal No. 55610R1

Dear Mr. Guereña:

Speedie & Associates, Inc. (S&A) looks forward to assisting you with the Gila County Copper Administration Building project in Globe, Arizona. S&A prepared a proposal dated November 9, 2015, in response to a request by Ms. Shannon Coons to provide Geotechnical Engineering services to include a subsurface soil investigation at the above-referenced site. This revised proposal is in response to our telephone conversation with you on November 9, 2015. The purpose for the evaluation would be to address the geotechnical aspects of the Department of Fire, Building and Life Safety (DFBLS) Checklist for Factory Building Installation Plans, and provide geotechnical design recommendations for the project.

S&A understands that an approximately 20,000-square-foot factory built modular building has been erected on a site formerly occupied by a different building structure. The building is founded on steel piers on treated pads resting partially on the former building's concrete floor slab and partially on a compacted fill pad. The DFBLS's checklist requirements include a soil classification determination and an estimate of the soil bearing pressure.

The project will also include constructing a 6-foot high masonry block screen wall along the top edge of the descending slope on the southern margin of the project, constructing a concrete stairway on the slope near the northeast corner of the project, installing erosion control on the existing slope face along the northern margin of the site, and constructing asphaltic concrete (AC) pavements for vehicle access and parking. We understand that concrete pavements will not be constructed and that shot-crete is proposed as the erosion control for the existing slope face.

A. QUALIFICATIONS

Incorporated as an Arizona Corporation in 1980, Speedie & Associates, Inc. personnel have 35 years of experience throughout Arizona. We have provided engineering services on thousands of projects in Southern Arizona including numerous of similar type in the area of this project. Our current staff level is



on the order of 120 people in three Arizona offices. We *share a philosophy of providing our clients with cost efficient designs that add value to their projects.* This allows us to provide you with the benefits and cost savings of that working relationship. Our complete company profile is available on request.

Work on this project will be completed by our forces located in Tucson under the overall supervision of Gregg A. Creaser, P.E., President of the firm and a registered Professional Engineer in the state of Arizona. The only outside services will be contract drilling by a qualified Phoenix-based auger drilling subcontractor. The drilling operations will be monitored by our Arizona Registered Geologist. The following is a list of the primary personnel that will be assigned to work on or support this project:

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge – Geotechnical Services
Lyle M. Tweet, P.E. – Regional Geotechnical Manager
Ken Karaba, R.G. – Project Management and Field Logging

Resumes are available on request. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

B. SCOPE OF SERVICES

The following Tasks are anticipated to meet the design needs of this project:

TASK 1 – Project Preparation

The site is located on a developed parcel in Globe, Arizona. Upon receiving your notice to proceed, we would notify Arizona Bluestake to clear potential conflicts with public underground utility lines and schedule the drill rig. We assume that either knowledgeable Gila County personnel will be available to mark any private underground utilities, or that a private locating service will be retained at no cost to S&A. This proposal also assumes that the client will provide/obtain rights-of-entry for our field personnel and drilling equipment.

TASK 2 – Field Investigation

S&A proposes to obtain information about the subsurface conditions and provide samples for laboratory testing by drilling and sampling 9 soil borings. We anticipate drilling the borings to depths of approximately 10 to 20 feet below the existing ground surface, or until auger refusal is reached, whichever occurs first. Four (4) of the borings would be placed at the building corners to address the DFBLS checklist requirements. Three (3) borings would be placed along the proposed perimeter screen wall alignment, one (1) boring would be placed at the top of the slope at the proposed stairway location, and one (1) boring would be placed in the proposed western parking lot area. The soils encountered by the borings would be continuously logged by our Tucson-based Registered Geologist who would collect samples for laboratory testing. Upon completion of the fieldwork, the holes would be backfilled using the drill cuttings.



TASK 3 – Laboratory Testing

Laboratory tests would be conducted on selected samples to classify the soils and provide data for engineering analyses. The tests would include:

- a. Grain Size Analysis,
- b. Plasticity Index,
- c. Atterburg Limits,
- d. In-Situ Dry Density and Moisture Content,
- e. Maximum Dry Density and Optimum Moisture Content, and
- f. Remolded Swell.

TASK 4 – Report

We would analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding the items requested including:

1. Description of Subsurface Soil Conditions.
2. Classification of the site soil using the Unified Soil Classification System.
3. Recommended soil bearing pressure.
4. Design data for screen wall shallow spread footings.
5. Lateral soil pressures.
6. Swell potential compacted soils.
7. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
8. Recommended minimum pavement section for on-site pavements.

C. FEE

The intent of this evaluation is to provide the best possible information within the constraints of a competitive budget. Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof for any additional design work requested. We propose to provide the services described above according to the attached terms and conditions for a lump sum fee of \$4,950.00 which includes all testing, engineering, reimbursable expenses and a written report as an electronic pdf format file which will be emailed.

The lump sum fee presented above does not include delays in the field not caused by Speedie and Associates or the drilling contractor. The fee amount does not include client meetings, additional consultation or other services not specifically stated in this proposal and assumes that private underground utilities can be identified and located at no cost to S&A. If the services of an underground utility line locating service are required, S&A is prepared to provide this service for an additional fee of \$675.00. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to undertaking any additional work.



We have the staff available to begin work immediately upon notice to proceed. Approximately 5 working days are typically required to obtain utility clearances and complete the fieldwork. Laboratory testing generally requires approximately 5 to 7 days to complete. The report would be issued within five days of completion of the laboratory testing. As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

Speedie & Associates is committed to providing a high level of quality service to its clients, according to their needs. If some portion of this proposal does not meet your current needs or desires, S&A is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees, and changes in the level of risk which the client will necessarily assume.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records, or attach this scope of work to your standard agreement for professional engineering services.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Kenneth Karaba, R.G.
Geotechnical Project Manager

APPROVED AND ACCEPTED
Gila County

By: 

Print Name: DON E. MCDANIEL, COUNTY MANAGER

Date: 11/16/15



ENGINEERING SERVICES
2014 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	75.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	45.00
Clerical/Administrative	40.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.



TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.



6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



Quote and Purchase Addendum

Quoted Date: October 22, 2015 Quote Number: QUO-07130-D7L8J0
Quote Expiration Date: October 31, 2015 Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- ERS Fire Interface

Package Quote

\$8,424

Sales tax of \$624 included in quote

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$1,030

Host Agency:

Gila County Sheriff

Shared Agencies:

Tri City Fire Dept.
Tonto Basin Fire District
Globe Fire Department

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



Quote and Purchase Addendum

Quoted Date: October 22, 2015 Quote Number: QUO-07130-D7L8J0
Quote Expiration Date: October 31, 2015 Prepared By: Troy Archer

GILA COUNTY
Customer Name

[Signature]
Authorized Signature

11/18/15
Date

DON E. McDANIEL, Jr., COUNTY MANAGER
Print Name and Title



Quote and Purchase Addendum

Quoted Date: October 22, 2015

Quote Number: QUO-07032-V9Q8F7

Quote Expiration Date: December 31, 2015

Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- Pawns Property

Package Quote

\$11,519

Includes State Sales Tax of \$671

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$881

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



Quote and Purchase Addendum


Quoted Date: October 22, 2015

Quote Number: QUO-07032-V9Q8F7

Quote Expiration Date: December 31, 2015

Prepared By: Troy Archer

GILA COUNTY
Customer Name


Authorized Signature

11/18/15
Date

DON E. McDANIELS, JR., COUNTY MANAGER
Print Name and Title



Quote and Purchase Addendum

Quoted Date: October 22, 2015 Quote Number: QUO-08244-F1Y1Z5
Quote Expiration Date: December 31, 2015 Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- CAD Mapping - 1 Seat License(s)

Package Quote

\$23,625

Sales Tax Included in Quote

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$2,934

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



Quote and Purchase Addendum


Quoted Date: October 22, 2015

Quote Number: QUO-08244-F1Y1Z5

Quote Expiration Date: December 31, 2015

Prepared By: Troy Archer

GILA COUNTY
Customer Name


Authorized Signature

11/18/15
Date

DON E. MCDANIEL, JR., COUNTY MANAGER
Print Name and Title



November 16, 2015

Gila County
1400 E. Ash
Globe, AZ 85501

Attention: Shannon Coons
(928) 402-8521 / scoons@gilacountyaz.gov

RE: Modular Building Design Services Proposal
Modular Building Foundation, including 100# floor load upgrades
Gila County 24 Plex Modular Building

This letter will serve as a proposal and agreement to provide architectural services that you have requested for the above referenced project.

SCOPE OF PROJECT:

(8) hours design work foundation engineering for state plan review & approval

Include PE stamp on plans and indicate new 100# floor load areas to be upgraded from current foundation design and layout and materials required.

Include state plan review fees in this scope of work

No inspections are included in this scope at this time

ADDITIONAL SERVICES:

Additional services including but not limited to the following are not provided under the terms of this agreement, however, will be provided at your request or concurrence.

1. Changes to the approved concepts or plans requiring re-drawing the design or plans.
2. Any services not included in or in excess of the Project Scope.

PROFESSIONAL SERVICES:

(8) hours, drafting, copies, review, supervision & PE stamp \$1,500.00
To be submitted to the state with the building recertification package. This submittal will also include the site utility connection plans provided by the county. Those plans are not the responsibility of MSLTD, we are including them as a courtesy and as required by the State.

Total fee schedule \$1,500.00

HOURLY SERVICES:

Senior Project Architect	\$125.00/hour
CAD Technician	\$80.00/hour

REIMBURSABLE EXPENSES:

Copies requested by the Owner above required submittal packages: Cost plus 15%

LIMITATION OF LIABILITY:

Neither the Architect, or their agents, consultants nor employees shall be jointly or individual liable to the Owner in an amount in excess of the compensation under this agreement. Since this agreement does not include construction administration or observation services, the Owner will be solely responsible for interpreting the construction documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and hold the Architect harmless of claims resulting in Owner's interpretations and observations. In the event of litigation between the parties to interpret or enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, and all other related costs and expenses, in addition to all other relief awarded which may be summarily set by the judge of the court without jury trial.

Modular Solutions, Ltd

PO Box 15507 / Phoenix, AZ 85060

(Phone) 602-952-9741 / (Toll Free) 800-441-8577 / (Fax) 602-522-1979

www.modularsolutionsltd.com

PAY TERMS:

\$1,500.00 will be added to the reconstruction package and invoiced with the final payment, upon receipt of state approved plans.

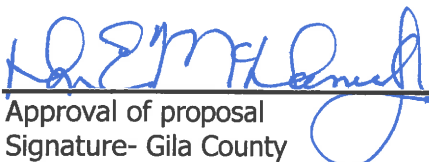
Invoices are due upon receipt and shall be paid within 15 calendar days.

The Client agrees to pay finance charge of 1.5% per month at the annual percentage rate of 18% on delinquent invoices, as well as expense, attorney fees, and court costs incurred by reason of the Owner's default.

We appreciate the opportunity to provide this proposal and assist you in making your project successful. If this proposal is acceptable to you, please approve by executing this document and return one copy and the retainer to my office. Thank you

Respectfully,

John S. Cooper
Senior Project Architect
Modular Solutions, Ltd

 Don E. McDaniel, Jr. 11/18/15
Approval of proposal
Signature- Gila County Print Name Date

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at **GILA COUNTY SHERIFF/PAYSON**. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am **JANUARY 01, 2016**, and terminates at 11:59 pm **DECEMBER 31, 2016**.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and or "emergency" service calls (not covered under this contract and is billable at the current afterhours service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and or sending an email is NOT considered an emergency and will be responded to the next business day.
2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.
4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS) at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

TERMS AND CONDITIONS (Continued)


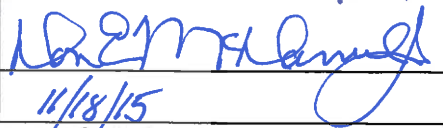
5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 64CH	70000791	48 VOIP & 16 Analog	4,339.37
TAX				
TOTAL				4,339.37

Goserco, Inc.	Kit Ricci	Customer Name	GILA COUNTY
Authorized Signature		Authorized Signature	
Today's Date	October 27, 2015	Today's Date	11/18/15

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

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

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

F. 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 agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

GOSERCO, INC


Individual Authorized to Sign

CHRISTOPHER RICCI

Print Name

MAINTENANCE CONTRACTS ADMINISTRATOR

Title

10/27/15

Date

Annual Extended Warranty Plan Credit



7165 E University Drive Ste. 180
Mesa, AZ 85207
(800) 285 - 0108 / (480) 964-8911 X5106
Goserco, Inc. kricci@goserco.com



NEW! For 2015 - 2016!

Goserco, Inc. is happy to announce a new **Quick Payment Credit** plan for all Extended Warranty Plan (EWP) customers whose annual payment is received at Goserco, Inc. offices no later than the 15th of the month in which an Extended Maintenance Agreement becomes effective.

Once received, Goserco will provide confirmation of this Credit which can be applied to the next annual Invoice for EWP, whether for new equipment or for renewal of existing systems.

Goserco will apply a Credit equal to 2% of the Goserco Extended Warranty Plan portion of an annual contract to the next annual contract.

FINEPRINT

Good for up to 13 months from the current EWP Due Date for existing systems, or up to 25 months for contracts on replacement systems purchased from Goserco (when there is no lapse under either an EWP Agreement or New Machine Warranty). Does not apply to Maintenance costs paid to manufacturers, to Sales Tax, or to systems billed for periods shorter than 9 months. Does not apply to EWP contracts for which other discounts have been applied. New EWP Credit Plan offer expires 12/31/2016.

EXAMPLE: *If your Due Date is July 1st, and payment is received by July 15th, Goserco will Credit your Extended Warranty Plan (EWP) Invoice for the following year (or for the 1st year following the New Machine Warranty, for new systems)*

Please contact our Maintenance Contract Administrator (Kit Ricci) via phone (800) 285-0108 or (480) 964-8911 ext. 5106, or e-mail kricci@goserco.com to request the Terms & Conditions for a detailed description of what each Maintenance & Warranty Plan covers, and information on 2% Credit offer with payments within 15 days of Due Date.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at **GILA COUNTY SHERIFF/GLOBE-JAIL**. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am **JANUARY 01, 2016**, and terminates at 11:59 pm **DECEMBER 31, 2016**.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and/or "emergency" service calls (not covered under this contract and is billable at the current afterhour's service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and/or sending an email is NOT considered an emergency and will be responded to the next business day.
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4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS) at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) **GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

TERMS AND CONDITIONS (Continued)



5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 64CH	70000792	48 VOIP & 16 Analog	4,530.80
TAX				
TOTAL				4,530.80

Goserco, Inc.	Kit Ricci	Customer Name	GILA COUNTY. DON E. McDaniel, Jr., COUNTY MANAGER
Authorized Signature		Authorized Signature	
Today's Date	October 27, 2015	Today's Date	11/18/15

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

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

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

F. 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 agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

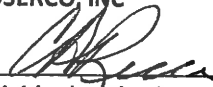
M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

GOSERCO, INC


Individual Authorized to Sign

CHRISTOPHER RICCI
Print Name

MAINTENANCE CONTRACTS ADMINISTRATOR
Title

10/27/15
Date

Annual Extended Warranty Plan Credit



7165 E University Drive Ste. 180
Mesa, AZ 85207
(800) 285-0108 / (480) 964-8911 X5106
kricci@goserco.com



NEW! For 2015 - 2016!

Goserco, Inc. is happy to announce a new **Quick Payment Credit** plan for all Extended Warranty Plan (EWP) customers whose annual payment is received at Goserco, Inc. offices no later than the 15th of the month in which an Extended Maintenance Agreement becomes effective.

Once received, Goserco will provide confirmation of this Credit which can be applied to the next annual Invoice for EWP, whether for new equipment or for renewal of existing systems.

Goserco will apply a Credit equal to 2% of the Goserco Extended Warranty Plan portion of an annual contract to the next annual contract.

FINE PRINT

Good for up to 13 months from the current EWP Due Date for existing systems, or up to 25 months for contracts on replacement systems purchased from Goserco (when there is no lapse under either an EWP Agreement or New Machine Warranty). Does not apply to Maintenance costs paid to manufacturers, to Sales Tax, or to systems billed for periods shorter than 9 months. Does not apply to EWP contracts for which other discounts have been applied. New EWP Credit Plan offer expires 12/31/2016.

EXAMPLE: *If your Due Date is July 1st, and payment is received by July 15th, Goserco will Credit your Extended Warranty Plan (EWP) Invoice for the following year (or for the 1st year following the New Machine Warranty, for new systems)*

Please contact our Maintenance Contract Administrator (Kit Ricci) via phone (800) 285-0108 or (480) 964-8911 ext. 5106, or e-mail kricci@goserco.com to request the Terms & Conditions for a detailed description of what each Maintenance & Warranty Plan covers, and information on 2% Credit offer with payments within 15 days of Due Date.

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. 110515
EMERGENCY REPAIR-GENERATOR
FOR
911 CALL CENTER

THIS AGREEMENT, made and entered into this 18th day of November, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Empire Southwest, LLC., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

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

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

This contract is being issued pursuant to A.R.S. §41-2537 Emergency Procurements. Due to the inconsistency of the generator powering up and running, it was necessary to have Empire Southwest, LLC perform testing on the generator, identify the problem and repair the equipment. The generator is a vital piece of equipment for the 911 Call Center in the event that their main source of power is out.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110515** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110515** 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 110515**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

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

3. **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
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- 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”.

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 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 Contract commences on the date it is signed by the County Manager and expires thirty (30) days later.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,488.65, without prior written approval from the County, 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

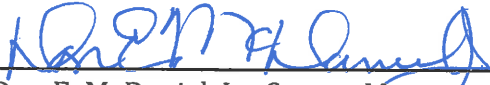
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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 THEREOF, 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.

GILA COUNTY


Don E. McDaniel, Jr., County Manager *11/18/15*

EMPIRE SOUTHWEST, LLC


Authorized Signature


Print Name



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EPWK0375101
Client PO #	2016-00000108
Client #	0039225
Invoice Date	10-27-15
AGMT/PSO/WO #	9944238

EPS - SHOW LOW

2

SOLD TO

GILA COUNTY EQUIP PURCHASE
ATTN:ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

INITIAL SHIP TO

85501-1483

ORDER BY: DAVID HOM

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	PE400CNN	0GBE00636	L45	114.0	EE10935
QUANTITY	ITEM	NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * *

INVOICE SUMMARY

* * *

THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT
LISA COOPER AT 602-333-5681

SERVICE COMPLETED 10-09-15

*

TRAVEL TO FROM JOB SITE

TOTAL LABOR	944.00 *
TOTAL MISC CHGS	400.00 *
SEGMENT 00 TOTAL	1344.00 T

TROUBLE SHOOT ENGINE

CUSTOMER COMPLAINT:

TRANSFER SWITCH SCREEN BLANK & UNIT KEEPS STARTING
AND STOPPING.

CAUSE OF FAILURE:

TRANSFORMER WENT OUT IN SWITCH.

RESULTANT DAMAGE: NONE

R/T BOX NEEDS REPLACED

REPAIR PROCESS COMMENTS:

THE CLIENT SAID THE GENERATOR KEEPS STARTING AND
STOPPING, THE SCREEN IS BLANK ON THE TRANSFER
SWITCH UNTIL THE GENERATOR STARTS, AND THEN IT
TIMES OUT AND DOES THE SAME THING OVER AND OVER.
I TRAVELED TO SITE. THE SCREEN WAS BLANK ON THE
ATS, SO I STARTED THE GENERATOR AND THE CONTROLLER
POWERED UP. I SHUT THE UNIT DOWN AND CHECKED
VOLTAGES TO THE TRANSFORMERS ON THE CONTROL FOR
THE ATS CONTROLS AND THERE WAS VOLTAGE TO THE

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85036-9879



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EPWK0375101
Client PO #	2016-00000108
Client #	0039225
Invoice Date	10-27-15
AGMT/PSO/WO #	9944238

EPS - SHOW LOW

SOLD TO

GILA COUNTY EQUIP PURCHASE
ATTN:ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

INITIAL SHIP TO

85501-1483

ORDER BY: DAVID HOM

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	PE400CNN	0GBE00636	L45	114.0	EE10935
QUANTITY	ITEM	NON-RETURABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * *

INVOICE SUMMARY

* * *

R/T BOX. I THEN UNPLUGGED THE BOX AND REMOVED
COVERS AND PLUGGED IT BACK IN - AND FOUND NO
VOLTAGE COMING FROM THE NORMAL POWER TRANSFORMER.
I JUMPED CONTROL POWER FROM EMERGENCY TO NORMAL
AND STARTED THE GENERATOR. THE CONTROLLER POWERED
UP AND SHOWED NORMAL SOURCE AVAILABLE. I INFORMED
THE CLIENT THAT WE NEED TO REPLACE THE R/T BOX.
ORDERED A NEW BOX, HAD IT SHIPPED, AND WENT BACK
OUT TO THE SITE THE NEXT DAY. I REMOVED THE OLD
R/T BOX, AND INSTALLED THE NEW ONE. THE CONTROLLER
POWERED UP. I TESTED OPERATION OF THE ATS AND ALL
SYSTEMS ARE BACK ON LINE AND OPERATING CORRECTLY
NOW. I CLEANED UP AND LEFT THE SITE.

*

TOTAL PARTS	719.40 *
TOTAL LABOR	354.00 *
TOTAL MISC CHGS	12.00 *
SEGMENT 10 TOTAL	1085.40 T

PARTS INVOICE TOTAL	719.40 *
LABOR INVOICE TOTAL	1298.00 *
MISC CHARGES INVOICE TOTAL	412.00 *
STATE/COUNTY TAX	44.62 T
CITY/OTHER TAX	14.63 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	2488.65
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879