

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, FEBRUARY 2, 2016 - 10:00 A.M.
R E V I S E D

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, 35 and 40 years as of 2015. **(Erica Raymond)**
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to appoint two (2) of the nominated qualified electors who meet the requirements of the Arizona Revised Statutes and Gila County policy to fill the two (2) vacancies on the Personnel Commission for four-year terms commencing January 1, 2016, and expiring December 31, 2019. **(Don McDaniel)**
 - B. Information/Discussion/Action to approve an Intergovernmental Agreement with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for the award period beginning October 1, 2015, and ending September 30, 2020. **(Jeff Dalton)**

4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of the reappointment of Judge Gary V. Scales as Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2016, until June 30, 2017.
 - B. Acknowledgment of James Hinton's resignation from the East Verde Park Fire District Board of Directors, and the appointment of Maggie Mean-Evans to fulfill Mr. Hinton's unexpired term, effective September 23, 2015, through December 31, 2016.
 - C. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #2 - Jane Bradley Evans and Globe #7 - Peggy Porter.
 - D. Approval of Amendment No. 6 to Professional Services Agreement No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the term of the contract from January 7, 2016, to July 6, 2016, and to increase the original contract amount from \$30,000 to \$65,000 for the new contract term.
 - E. Acknowledgment of the November 2015 monthly activity report submitted by the Recorder's Office.
 - F. Acknowledgment of the December 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - G. Approval of the January 5, 2016, and January 19, 2016, Board of Supervisors' meeting minutes.

- H. Acknowledgment of the Human Resources reports for the weeks of January 5, 2016, January 12, 2016, January 19, 2016, and January 26, 2016.
 - I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 14, 2015, through December 18, 2015; December 21, 2015, through December 25, 2015; and, December 28, 2015, through January 01, 2016.
 - J. Approval of finance reports/demands/transfers for the weeks of January 4-10, 2016; January 11-17, 2016; and January 18-24, 2016.
-
- 5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
 - 6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.
 - 7. **EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)**

- A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000969, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**
- B. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000950, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**
- C. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Constellation Solar Arizona, LLC v. Gila County, TX 2015-000112. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**
- D. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Sunrun Inc. v. Gila County, TX 2015-000450. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

- E. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Solarcity Corporation v. Gila County, TX 2015-000240. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**
- F. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a proposed Settlement Agreement for Carson Construction Inc. v. Gila County, CV 201500006, regarding the Pine Creek Canyon Road Construction Project. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

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-3508

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 02/02/2016

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

2015 Gila County Employee Service Awards Presentation

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, 35 and 40 years as of 2015. **(Erica Raymond)**

Attachments

2015 Gila County Service Awards

2015 Gila County Service Awards

5 Years	10 Years	15 Years	20 Years	25 Years
Andrade, Zackery	Boyer, Jay	Carlson, William	Baltz, Karen	Baxley, Travis
Bryant, Laura	Bradway, Deborah	DalMolin Giberti, Bianca	Cline, Brent	Bondurant, Denice
Cottrell, Patrick	Buzan, Scott	Gonzales, Ruben III	Cronk, Rodney	Johnson, Michael
Cruz, Jessica	Campbell, Shawn	Heppler, Cheri	Fickel, Debbie	Scott, Julie
Davies, Beth	Cruz, Anna	Lavin, Fred	Grice, Sherry	Yeoman, Emma
Dooly, Larry	Fagan, Carol	Leon, Mary	Prater, Noreen	30 Years
Duarte, Ruben	Hill, Julie	Lopez, Ruth M	Rogers, David	Garcia, Ramon
Flake, Jordan	Keegan, Michelle	Lord Joerns, Kathleen	Sanchez, Anna	Pratt, Bertina
Friestad, Jeremy	Levario, Catherine	Modglin, Lisa	Yanez, Karen	Puhara, Donna
Gore, Cate	Martin, Tommie	Rasmussen, Maria		Salcido, Arthur
Lemon, Michael	Mata, Adrian	Reece, Kaycee		35 Years
McCoy, Carl	Nenninger, Gerald	Ybarra, Michael		Gonzales, Martha
McDaniel, Don Jr	O'Dell, Linda			40 Years
Rhyne, Kendall	Perez, Johnnie			Casillas, Ruben
Scales, Gary	Perez, Stephanie			
Shapiro, Howard	Seibert, Mathilde			
Toumberlin, Danielle	Tarango, Tiffney			
Wilckens, Lisa	Wellington, Cheryl			
Williams, Charlotte	Williams, Stevan			



ARF-3583

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted By: Don McDaniel
Jr., County
Manager,
County Manager

Department: County Manager

Information

Request/Subject

Appoint two members to the five member Personnel Commission

Background Information

At the Board of Supervisors' January 5, 2016 Regular Meeting, Supervisor Marcanti asked a question about how and when the vacancies on the Personnel Commission were going to be filled. After reviewing the current list of members (attached), it was noted that the terms of members Ken Volz and Lori Andrade expired December 31, 2015.

Four (4) candidates have been nominated by Board members and reviewed by the Human Resources Department for consideration for appointment.

Evaluation

There are no term limits for the Personnel Commission, so the existing members may be re-appointed or replaced. These members are not appointed by Supervisorial District, but rather from the County as a whole as qualified electors. However, Arizona Revised Statute (A.R.S.) §11-353 requires that no more than three (3) members shall be from the same political party. The Commission is currently made up of one (1) Republican, two (2) Democrats, and two (2) Independents. Mr. Volz is one of the Democrats and Ms. Andrade is one of the Independents.

A further requirement in making the appointments is contained in the recently adopted Personnel Commission Policy (Policy No. BOS-HRS-625). The Policy requires that at least one (1) member shall have prior work experience in the law enforcement or probation field. This provision is included in the Policy because a large percentage of County employees are in the Sheriff's Office. Neither one of the incumbents has prior work

experience in the law enforcement or probation field.

The four (4) nominations are: 1) Ken Volz (D), no law enforcement; 2) Lori Andrade (I), no law enforcement; 3) Kevin Nolan (R), law enforcement; and, 4) Jaime Escobedo (D), law enforcement.

Conclusion

The Board will want to be mindful of the two (2) requirements of "no more than three (3) from the same political party" and at least "one representative has prior work experience in the law enforcement or probation field," as it makes the appointments to fill the two (2) vacancies.

Recommendation

It is recommended that the Board of Supervisors appoint two (2) of the nominated candidates who meet the requirements of A.R.S. §11-353 and Gila County Policy No. BOS-HRS-625 to fill the two (2) vacancies on the Personnel Commission for four-year terms commencing January 1, 2016, and expiring December 31, 2019.

Suggested Motion

Information/Discussion/Action to appoint two (2) of the nominated qualified electors who meet the requirements of the Arizona Revised Statutes and Gila County policy to fill the two (2) vacancies on the Personnel Commission for four-year terms commencing January 1, 2016, and expiring December 31, 2019. **(Don McDaniel)**

Attachments

GC Personnel Commission as of 2-2-16

Policy No. BOS-HRS-625 Personnel Commission

ARS §11-353

GILA COUNTY PERSONNEL COMMISSION

(As of 2/2/16)

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)
Jonathan Barber	B-Republican	C (02/18/14)	7 years, 3 months	01/01/14-12/31/16	01/01/14-12/31/16
Ken Volz (Chairman as of 11/18/13)	B-Democrat	C (11/15/11)	4 years	01/01/12-12/31/15	01/01/12-12/31/15 EXPIRED TERM
Tom Moody	B-Independent	C (02/18/14)	4 years, 9 months	01/01/14-12/31/16	01/01/14-12/31/16
David Lagunas	B-Democrat	C (12/02/14)	1 year, 1 month	01/01/15-12/31/18	01/01/15-12/31/18
Lori Andrade	B-Independent	B (09/02/14) (Jerry McCreary)	-	09/02/14-12/31/15	01/01/12-12/31/15 EXPIRED TERM

¹ Appointment Information:

- Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, "The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- A.R.S. §11-353 (B) states "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.

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)

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	1 of 3

PERSONNEL COMMISSION

I. PURPOSE:

The purpose of this policy is to establish the Gila County Personnel Commission (Commission), identify the Commission’s authority, and set forth the situations under which eligible employees may appeal employment actions the employee deems to be adverse.

II. APPLICABILITY:

This policy applies to all classified Gila County employees.

III. POLICY:

It is the policy of the Gila County Board of Supervisors to appoint a Personnel Commission, a five-member independent body of private citizens to provide an appeal process to County employees who believe they have been involved in an adverse employment action. The Commission is responsible for reviewing and understanding the precepts of Gila County employment, retention and promotion for all classified employees to ensure it meets the standards of the Gila County Merit System.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	2 of 3

IV. PROCEDURES:

The Board of Supervisors (Board) shall appoint a Personnel Commission to assist in the County's personnel administration system.

The Commission shall consist of five members, each of whom shall hold office for a term of four years or until a successor is appointed and qualified. The Commission serves as an independent advisory board established to hear appeals from eligible employees about specific adverse employment actions.

Members of the Commission are selected from among the qualified electors of the County and shall be generally familiar with Human Resources policies and procedures. No more than three (3) of such members shall be from the same political party. At least one (1) member shall have prior work experience in the law enforcement or probation field.

Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term. A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:

- Absence from three (3) consecutive meetings;
- Becoming a candidate for any elected public office; or,
- Accepting any appointive office or employment in County service.

The Commission shall elect one (1) of its members as the Chairperson on an annual basis, changing who serves as Chairperson each year. The Chairperson shall also be willing to serve on other local boards within the County that are required, by statute, to be represented by the "head of the merit system" and which are appointed by the Board of Supervisors. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the commission membership shall constitute a majority vote.

The Commission shall become familiar with and perform duties as are necessary to carry out the provisions of the Gila County Merit Rules, Human Resources policies, the Arizona Revised Statute (A.R.S.) Title 38, et seq., for Public Safety Officers (A.R.S. 38-1101 through 38-1114), and Adult and Juvenile Probation Officers (A.R.S. 38-1131 through 38-1141), the Gila County Sheriff's Office Policy and Procedure Manual and the Superior Court's Merit Rules and Policies, and other adopted policies of the County. In addition, the Commission may assist the Board of Supervisors in the following areas:

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	3 of 3

PERSONNEL COMMISSION

- A. Making recommendations on Human Resources policies with the goal of improving understanding, consistent application, and the efficient operation of County government;
- B. Making recommendations to the Board and Human Resources Director (Director) of problems concerning personnel administration;
- C. Making recommendations to assist in the fostering of interest in the best practices of institutions of learning and of civic, professional, and employee organizations in order to improve personnel standards in the County service; and,
- D. Making annual reports, and such special reports as the Commission considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.

The Commission shall hold meetings in accordance with the Arizona Open Meeting laws A.R.S. §38-431, et seq. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or by the Chairperson.

Further:

- All meetings shall be open to the public;
- At least five (5) days' written notice of each meeting shall be given by the Director to each member not joining in the call for a meeting; and,
- Three (3) members shall constitute a quorum for the transaction of business.

All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be electronically mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02, no less than twenty-four (24) hours prior to the meeting.

The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission and, when requested, a commissioner's dissent and the reasons for the dissent shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes, or a true copy thereof, shall be open to public inspection.

Arizona State Legislature

Bill Number Search



Forty-ninth Legislature - Second Regular Session

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A. Upon the adoption of a county employee merit system the board of supervisors shall appoint a county employee merit system commission to assist in administering the system. The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term, two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term.

B. Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.

ARF-3592

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2015-2019 Budgeted?: Yes

Contract Dates October 1, 2015 Grant?: Yes

Begin & End: - September 30,
2019

Matching Yes Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (IGA) with the Arizona Department of Economic Security (ADES) for Title IV-D child support services in Gila County.

Background Information

Since 1992, Gila County has contracted with ADES to provide Title IV-D child support services in Gila County through the Office of the Gila County Attorney. The title IV-D child support program is a federal program that reimburses states for providing child support services. In Arizona, ADES contracts with Navajo and Gila counties to provide these services within each of those counties. Program costs are reimbursed by federal funds on the basis of sixty-six cents for each dollar spent on the program. Additionally, because the program also helps reimburse the federal government for monies expended for welfare for needy families (TANF-Temporary Assistance to Needy Families), the program receives a share of the money it saves in federal welfare (SSRE). Finally, the program receives federal incentive payments based upon paternity establishment, support order establishment, collection of current support, arrears collection, and cost effectiveness.

Evaluation

Approving this IGA will allow the Child Support Division of the Gila County Attorney's Office to continue providing child support services to Gila County residents. Not approving this IGA would transfer responsibility for providing these services to the state. This would likely result in Gila County residents not having a local child support office. Also, given that the state's scores on incentive measures are lower than Gila County's incentive scores, not approving this IGA would likely result in decreased child support enforcement in Gila County.

Conclusion

Approving the IGA will allow Gila County to continue to provide superior child support enforcement services to the people of Gila County.

Recommendation

The Gila County Attorney recommends that the Board of Supervisors approve the IGA with Arizona Department of Economic Security for the provision of Title IV-D services in Gila County.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for the award period beginning October 1, 2015, and ending September 30, 2020. **(Jeff Dalton)**

Attachments

IGA Child Support

Approval as to Form

Comment



INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("ADES/Department") and the Gila County Board of Supervisors, Office of the County Attorney ("County Attorney").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-201 and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

WHEREAS the County Attorney is authorized by A.R.S. § 25-509 to represent the State in matters involving Title IV-D of the "Social Security Act," 88 Stat. 2351 (1975), 42 U.S.C. 651 , as amended ("Title IV-D") in Gila County.

THEREFORE, the Department and the Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:**

**FOR AND ON BEHALF OF THE GILA
COUNTY BOARD OF SUPERVISORS:**

Procurement Officer Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the ADES and the Gila County Board of Supervisors, Office of the County Attorney.

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2015 and shall end on September 30, 2019, unless otherwise agreed upon by both parties in writing.

3.2 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3 TERMINATION

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least ninety (90) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

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

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and/or,
3. Change in the name, address, or email address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this agreement is to facilitate the use of the County Attorney to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations in Title IV-D matters and to cooperate with ADES in performing the operational requirements of the Title IV-D State Plan under state and federal law.

6.0 MANNER OF FINANCING

6.1 Funding for this Agreement comes from an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

7.0 SERVICE DESCRIPTION

7.1 A service that uses administrative and judicial methods to locate parents, establish paternity, establish and modify child support obligations and enforce child/spousal support and the provision of medical insurance.

8.0 RESPONSIBILITIES

8.1 The County Attorney shall:

8.1.1 Work all Title IV-D cases assigned to the County consistent with federal and state laws and applicable state and Department policies and procedures.

- 8.1.2 Reflect equal treatment of locate, paternity, establishment and enforcement activities between Temporary Assistance for Needy Families (TANF) and non-TANF cases.
- 8.1.3 Represent the State in Title IV-D matters. Therefore, there is no conflict of interest when the County Attorney provides services to a Title IV-D Custodial Person (CP) with multiple Non-Custodial Parents (NCP) or applicants from the same family unit.
- 8.1.3.1 Although attorneys from the County Attorney's office are providing legal services to establish paternity and establish, modify or enforce support, such attorneys do not represent the CP, NCP, or the child or children in the case, but represent the State of Arizona.
- 8.1.4 Be responsible for all court appearances involving any case within their county's Title IV-D caseload and shall attempt to protect the interest of the State.
- 8.1.5 Represent, upon request, the State in any hearing for a Title IV-D case that is assigned to a different county, but the hearing is scheduled before the court in their county. When there is a conflict in court appearances for which the County Attorney cannot obtain coverage, the County Attorney shall immediately notify the Attorney General's Office, Unit Chief, Legal Counsel Complex Litigation by telephone in order to assist in arranging coverage for the conflicting court appearance.
- 8.1.6 Appear in divorce, probate, and other proceedings where necessary to protect the State's interest in establishing and enforcing support orders, responding to orders, and/or subpoenas for State records.
- 8.1.7 Cooperate with the Attorney General's Office in the handling of bankruptcy cases within the County by:
 - 1) Providing timely notification to the Attorney General's Office of bankruptcy filings;
 - 2) Preparing, or obtaining from other jurisdictions, arrears calculations for the Attorney General's Office and providing supporting court orders and documentation for the filing of claims; and
 - 3) Cooperate with the Attorney General's Office as needed in the handling of bankruptcy cases within the County.
 - 4) Continuing with Paternity, Establishment and Modification actions and ensure that current support is paid on cases within the County Attorney's caseload, even though the obligor has filed a bankruptcy petition.
- 8.2 **ACCESS TO ATLAS**
- 8.2.1 All new County Attorney staff assigned to Title IV-D Child Support cases shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 8.2.2 New ATLAS users are required to complete the following forms:
 - 1. J-125, Request for Terminal Access;
 - 2. J-129, Affirmation Statement;
 - 3. CS-169, Conflict of Interest/Confidentiality Statement.
 - 4. The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.
- 8.2.3 Arizona Tracking Locate Automated System (ATLAS) Responsibilities: The County Attorney shall load, maintain, and use the ATLAS system consistent with the Department Policy and Procedures, which are on-line in ATLAS or otherwise provided by the Department. All case activity shall be documented on ATLAS. The County Attorney shall track litigation activities using the legal processing screens in ATLAS (LETL and CAHL). The County Attorney shall notify the ATLAS Help Desk of all system-related problems.
- 8.3 **APPEALS/SPECIAL ACTIONS RESPONSIBILITIES**
- 8.3.1 In order to further the State's goal in taking consistent positions before the appellate courts, if the County Attorney is of the opinion that a paternity, establishment, enforcement or any other order is erroneous and presents a question of law or fact warranting an appeal, the County Attorney shall promptly provide the Attorney General's Child Support Services Section Chief Counsel with sufficient case information and documentation to enable the Office of the Attorney General to evaluate the case for appeal on behalf of the State. After consultation with the Assistant Director for Child Support Services, the Attorney General's Office will advise the County Attorney of the approval or disapproval of the request to appeal. In the case of an approval, the County Attorney and Attorney General shall agree as to whom will file the Notice

of Appeal, necessary briefs and the timeframes for exchange of documents. If the request to pursue an appeal is denied, the Attorney General's Office will promptly advise the County Attorney of the reasons for the denial.

- 8.3.2 The Attorney General's Office shall be primarily responsible for answering appellate matters in the County Attorney's caseload. The County Attorney shall notify the Attorney General's Office within two business days of the filing of any appellate matter or special action. Notice includes copies of the Notice of Appeal, Clerk of the Court Index, opening briefs and all relevant portions of the case record and lower court record necessary to answer the opening brief or take other appropriate action. The Attorney General's Office shall also respond to all Judicial Review Act matters filed as to cases in the County Attorney's caseload.

8.4 INDIAN RESERVATION CASES

- 8.4.1 The County Attorney shall file the matter in State court if State court jurisdiction may be asserted under applicable law. If there is an agreement with the tribe to permit an attorney for the Title IV-D program to appear in tribal court, cases shall be litigated in tribal court if that is where jurisdiction properly lies.
- 8.4.2 If the Department has an agreement with a tribal government which provides that a tribal government entity will perform some or all Title IV-D functions for cases involving its own members, the County Attorney shall refer cases covered by such agreement to the appropriate tribal entity. The Department will notify the County Attorney in writing of any such agreement and will work to ensure compliance with its terms.
- 8.4.3 In the absence of any agreement, those cases referred to the County Attorney in which State court jurisdiction cannot be asserted over the non-custodial person because she/he lives and/or works on an Indian reservation, shall be prepared and filed in the appropriate reservation tribal court or tribunal, if that tribunal will allow the attorney for the State to appear in a representative capacity without charging fees for the case. Preparation of a case to be referred shall be in a form acceptable to the tribal court or tribunal.

8.5 SERVICE TASKS OF THE COUNTY ATTORNEY

8.5.1 ESTABLISHMENT OF CASES, MAINTENANCE OF CASE RECORDS

- 8.5.1.1 Make applications for child support services readily accessible to the public;
- 8.5.1.2 Provide or send applications on the day requested by NCP or CP, if requested in person, or within five (5) days if requested by telephone or mail. Along with the Department approved Title IV-D application which includes a description of services, the individual's rights and responsibilities;
- 8.5.1.3 Accept an application as filed on the day it is received;
- 8.5.1.4 Within twenty (20) calendar days of receipt of a referral or filing of an application for services under 45 C.F.R. 302.33, open a case by establishing a case record. The case record shall include all information pertaining to the case, as set forth in 45 C.F.R. 303.2;

8.6 LOCATION AND USE OF LOCATION INFORMATION

8.6.1 LOCATION OF NON CUSTODIAL PARENTS

- 8.6.1.1 Within no more than seventy-five (75) calendar days of determining that location of a party is necessary, access all appropriate location sources including ATLAS, and ensure that location information is sufficient to take the next appropriate action in a case as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.2 County Attorney shall attempt locate in cases in which previous attempts to locate NCP, their employers, or sources of income and assets have failed when adequate identifying information exists as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.3 County Attorney shall attempt to locate NCP's income, assets or professional and recreational licenses, as appropriate under law.

8.7 LOCATION OF CUSTODIAL PARENTS

- 8.7.1 County Attorney shall attempt to locate Custodial Persons when location is necessary to distribute support.
- 8.7.2 County Attorney shall use State Parent Locate Services' (SPLS) information only as authorized by law.

8.8 USE OF ATLAS AND FEDERAL PARENT LOCATOR SERVICE (FPLS) INFORMATION

8.8.1 SAFEGUARDING OF EXPANDED FPLS INFORMATION

8.8.2 Locate and other information received by a County Attorney is subject to the safeguarding provision of 42 U.S.C. § 654 (26) and 45 C.F.R. § 303.21 which states that the information received shall be solely used by authorized persons in proceedings or actions to establish paternity, or to establish, modify or enforce support, or to make or enforce a child custody determination, or for investigation/prosecution of child kidnapping laws.

8.8.3 **REQUESTS FOR LOCATE INFORMATION.** Consistent with 42 U.S.C. § 663, only a judicial officer or criminal prosecutor may make a written request for locate information as to a parent or child for the purpose of enforcing custody or visitation orders/laws or prosecuting child kidnapping offenses. Such a request shall be made in writing on a Department approved form sent to the Department States' SPLS.

8.8.4 **NON-DISCLOSURE INDICATOR:** If FPLS information is sought from the Department under the terms of this contract and the Department has information that there is reasonable evidence of domestic violence or child abuse and the disclosure of information could be harmful to the parent or child, the locate information shall not be released. Consistent with 42 U.S.C. § 653 (b) (2) (B) and 663 (d) (2) (B), the FPLS locate information may only be disclosed to a court or its agent after a judicial officer determines that disclosure to the court or its agent would not be harmful to the parent or child. This written determination, when relayed to the Department is transmitted to the Secretary of Health and Human Services and the non-disclosure indicator is temporarily lifted to release the requested information for ~~this~~ the specific request only.

8.8.5 If disclosure is made to a criminal prosecutor, the court should so state and specifically prohibit disclosure to any other person if the court determines that disclosure of such information to any other person would be harmful to the parent or child. The FPLS information shall only be released to any other authorized person under 42 U.S.C. § 653 and 663 after a court determines that release of the information to such an authorized person would not be harmful to the parent or child. Any determination to override a non-disclosure indicator at the Expanded Federal Parent Locator Service shall be in writing, contain findings of fact (including the authorized use to be made of the information), be signed by the judicial officer and request the Department and Secretary of Health and Human Services to provide the information.

8.9 ESTABLISHMENT OF PATERNITY

8.9.1 In each Title IV-D case, the County Attorney shall, when necessary attempt to establish paternity.

8.9.2 Check all appropriate databases and other sources including the Office of Vital Records, Superior Court records for the Gila County and the Hospital Paternity Program Registry to verify whether paternity has already been established.

8.9.3 Within ninety (90) calendar days of locating the alleged father, the County Attorney shall either obtain a stipulated agreement to paternity or file for paternity establishment and complete service of process to establish paternity. Unsuccessful attempts to serve process shall be documented as specified by the Department consistent with 45 C.F.R. 303.3.

8.9.4 Attempts to obtain judgments to recover genetic testing costs, whenever possible and as permitted by federal law. 45 C.F.R 303.5.

8.9.5 In any case in which an alleged father is excluded but more than one alleged father has been identified, attempt to establish paternity for each alleged father identified until paternity is established or all alleged fathers are excluded by court process or genetic tests.

8.9.6 Attempt voluntary paternity acknowledgment using the following methods, including but not limited to: in-office, court stipulations, hospital based programs or medical facilities' programs if available.

8.9.7 Not attempt to establish paternity in any case in which good cause not to proceed (as defined by 45 C.F.R 303.5) has been established.

8.9.8 Afford alleged fathers the opportunity to file an application to request Title IV-D services to initiate a paternity action, and provide them with paternity establishment services.

8.9.9 The County Attorney is required to purchase services for genetic testing under the Department's genetic paternity testing contract.

8.10 ESTABLISHMENT OF SUPPORT

- 8.10.1 In each Title IV-D case, the County Attorney shall pursue establishment of support as appropriate pursuant to 45 C.F.R. § 303.4 including:
- 8.10.2 When necessary, attempt to establish an order or complete service of process of a petition for establishment of a support order within ninety (90) calendar days of locating a NCP;
- 8.10.3 If the court dismisses a petition for establishment of a support order without prejudice, examine the reasons for dismissal, determine when it would be appropriate to seek an order in the future, and seek a support order at that time;
- 8.10.4 Establish child support orders from the date of service of process or other successful notification within the following timeframes:
 - 1. seventy-five percent (75%) in six (6) months; and,
 - 2. ninety percent (90%) in twelve (12) months;
- 8.10.5 Ensure that the parties receive a copy of the order; and,
- 8.10.6 Attempt to obtain default orders and judgments if the NCP does not respond to process.

8.11 ESTABLISHMENT OF MEDICAL SUPPORT

- 8.11.1 In each Title IV-D case, the County Attorney shall:
- 8.11.2 Attempt to include medical support in each new or modified support order;
- 8.11.3 Ensure that the responsible parent or employer provides the health insurance coverage required by the support order;
- 8.11.4 Within three (3) calendar days of receipt of health insurance information, input the policy number, insurance provider and the effective dates of insurance coverage on appropriate ATLAS screen(s).
- 8.11.5 After receipt of a Department list of cases, when appropriate, petition the Court or administrative authority to modify existing support orders to include medical support, in the form of health insurance coverage, and allocation of uncovered medical expenses for the cases identified by the Department, even if no adjustment in the child support amount is necessary; and,
- 8.11.6 Enforce collection of medical support orders which have been reduced to judgment. Verify and document in ATLAS all lapses/terminations in medical insurance ordered by the Court.

8.12 SUPPORT ORDER AND JUDGMENT RECORD

- 8.12.1 A record of all support orders and judgments in Title IV-D cases must be maintained on ATLAS. Within five (5) days after entry of any local order, judgment or receipt of a responding court's order or judgment in an initiating UIFSA case, the County Attorney shall enter into ATLAS complete information regarding the orders along with the debt information that will allow payment processing by the Arizona Child Support Payment Clearinghouse.
- 8.12.2 **DEBT MANAGEMENT.** For cases with existing court orders, the County Attorney shall establish an accurate, certifiable arrearage amount, including interest, pursuant to Department policy and procedures based on those court orders, any affidavits of direct pay and payment histories, unless there has been a judicial determination of arrearages for the relevant period of time. The County Attorney shall be responsible for correcting incorrect debts on ATLAS as mistakes are discovered. The physical case file shall contain an arrears calculation to support each debt loaded onto ATLAS, except for those determined by a court. The Department shall provide the County Attorney with the Department's Supervisory Debt Review Checklist. The County Attorney shall review five (5) cases per debt worker per month using the Supervisory Debt Review Checklist:
 - a. Court docket number;
 - b. Amount of support ordered, frequency of payment, due date of first and subsequent payments;
 - c. FIPS code, where appropriate;
 - d. Judgment type, amount and period; and set up Debt
- 8.12.3 **Debt Audits.** The County Attorney shall respond timely to annual debt audit requests for case files, debt review feedback and corrective action plans. The County Attorney shall be responsible for correcting identified deficiencies and implementing any required corrective action plans within a reasonable agreed-upon period of time.

8.13 ENFORCEMENT OF SUPPORT OBLIGATIONS

8.13.1 In each Title IV-D case in which the obligation to support and the amount of the obligation has been established, the County Attorney shall:

1. Monitor compliance with the support obligation;
2. Enforce the obligation in each case as required by 45 C.F.R. § 303.6;
3. Within thirty (30) calendar days of identification of a delinquency or other support-related noncompliance with the order, initiate any appropriate enforcement actions such as income withholding, unemployment intercept, driver or professional license suspension (A.R.S. § 25-517 and A.R.S. § 25-518) asset seizure or contempt proceedings;
4. Issue administrative income withholding orders, as appropriate, within two days of receipt of an income withholding order work list item;
5. Participate in the Financial Institution Data Match and the Child Support Lien Network process offered through ATLAS automation. These programs are automated and worked by DCSS' Specialized Services Region and at no cost to the County Attorney.

8.13.2 If enforcement attempts are unsuccessful, examine the reasons the attempts have been unsuccessful, determine when it would be appropriate to take additional enforcement action, and initiate appropriate enforcement actions.

8.14 INTERGOVERNMENTAL RESPONSIBILITIES

8.14.1 For the intergovernmental cases with its caseload, the County Attorney shall:

8.14.1.1 Cooperate with the Arizona Central Registry;

8.14.1.2 Work intergovernmental cases in accordance with the Uniform Interstate Family Support Act (UIFSA), the Full Faith and Credit for Support Orders Act (FFCCSOA) and any other requirements of federal law and regulations as currently promulgated or adopted during the term of this agreement, specifically including but not limited to 45 C.F.R. § 303.7(D). This shall include both initiating and responding cases;

8.14.1.3 Assert long-arm jurisdiction whenever possible to establish paternity and support;

8.14.1.4 Initiate a case to another jurisdiction if Arizona is unable to take the next appropriate action; and

8.14.1.5 Cooperate with the IV-D agencies of other states or the central authority of another country.

8.15 REVIEW AND ADJUSTMENT

8.15.1 At the request of a party subject to the order, the County Attorney shall review any Title IV-D case to determine if modification of the order is appropriate. The review and adjustment of existing orders shall be in accordance with and current Department policy and procedures.

8.15.5 Upon request for review and adjustment by a party subject to another state's order, conduct a review taking the following actions:

1. Contact the issuing state with the order;
2. Provide pertinent information; and,
3. Request that the state with the order conduct the review unless neither party nor the child now resides in that state. If both parties reside in Arizona, should obtain the necessary information and conduct the review. Otherwise, initiate the case to the state where the party not requesting the modification resides.

8.16 CASE CLOSURE

8.16.1 The County Attorney shall perform a timely review of all cases eligible for closure and close appropriate cases pursuant to the federal requirements (45 C.F.R. 303.11) and the Department's case closure policy and procedures.

8.16.2 The County Attorney shall close ninety percent (90%) of cases meeting the closure requirements and policy within twelve (12) months of eligibility.

8.17 SERVICES TO INDIVIDUALS NOT RECEIVING TANF OR TITLE IV-E FOSTER CARE ASSISTANCE:

8.17.1 The County Attorney shall provide all appropriate Title IV-D services to all individuals who are eligible to receive child support services. The County Attorney shall provide child support services to any individual who:

1. Files an application for services (including alleged fathers and Non-Custodial Persons, as required by law) in an intergovernmental case, only the initiating state may require an application under this section; or
2. Is referred as an MAO recipient; or
3. Has been receiving Title IV-D services and is no longer eligible for assistance under the TANF, IV-E foster care or AHCCCS program, has not requested case closure and whose case does not qualify for closure under Department policy. This includes cases where the individual is not an Arizona resident.

8.18 TANF RESPONSIBILITIES

8.18.1 **TANF Pre-Eligibility Cooperation:** Cash Assistance Applicants are provided with the Verification of Cooperation (FAA-1221A form) with DCSS and requested to appear at the appropriate Title IV-D/DCSS field office to provide the required information. When all the required information and documentation is obtained, the County Attorney will complete the Title IV-D portion of the FAA-1221A. If a Cash Assistance Applicant (CA) appears in a Title IV-D office that is outside the zip code assignment of that office, the Cash Assistance Applicant must still be assisted with the completion of the FAA-1221A.

8.18.2 **Failure of TANF Recipient to Cooperate and Good Cause Exceptions:** The County Attorney shall follow all state policies and procedures governing cooperation by a TANF or Title XIX recipient with the Title IV-D program including determination of good cause as defined by A.R.S. Section 46-292. The County Attorney will ensure the non-cooperative custodial person has received due process and is afforded an opportunity to cooperate prior to imposing a sanction. Once the custodial person receives due process and remains uncooperative the County Attorney shall appropriately document ATLAS and generate a sanction notice through the IV-A computer system. When the custodial person begins cooperating with the Title IV-D Program, the County Attorney shall document the ATLAS system appropriately. If the custodial person claims good cause for not cooperating, the County Attorney shall refer the claim and supporting documentation to the Department's Office of Special Investigations (OSI). Once the OSI investigation is received, the County Attorney shall make the final determination of good cause.

8.18.3 **Communication Regarding Potential Settlement.** When an offer to settle support arrearages on a case is received, the County Attorney shall notify the DCSS Settlement Team at DCSSSettlement@azdes.gov which has been designated by the Department to approve such settlements.

8.19 PERFORMANCE STANDARDS AND MEASURES

8.19.1 Performance standards required by federal statute and regulations set forth in 42 U.S.C. § 652, 45 C.F.R. 302.70, 303.101 and 305.2 are incorporated and made part of this agreement.

8.19.2 The County Attorney shall achieve a compliance rate in accordance with goals set by DCSS.

8.20 PROGRAM PERFORMANCE AUDITS AND REVIEWS

8.20.1 Performance Audits and Reviews shall be in accordance with 8.19.1.

8.21 CUSTOMER SERVICE

8.21.1 The County Attorney commits to delivering quality, efficient child support enforcement services to the public. The County Attorney and its representatives shall be respectful, courteous, professional and knowledgeable as to services provided.

8.21.2 The County Attorney commits to providing customer service and access during normal business hours, which includes answering telephone calls, serving walk-in customers and returning telephone messages within two business days. The County Attorney commits to answering any and all customer service inquiries directed to their office on their county caseload. These inquiries include, but are not limited to, questions regarding payments and distribution, debt balances and or adjustments, the accuracy of debts, tax intercept, administrative review and other issues, including automated actions, on the cases.

- 8.21.3 **Payor Receipts.** When a payor pays a support obligation in cash at the County Attorney office, County Attorney staff shall issue the payor a receipt, including the payor's name, ATLAS number, and amount of the payment and the signature of the staff member who accepted the payment. County Attorney staff shall encourage the payor not to make cash payments in the future, but rather to mail a check or money order to the Clearinghouse. When a payor pays at the County Attorney's office with a check, County Attorney shall forward the check to the Clearinghouse, but staff shall provide him/her with an envelope and address of the Clearinghouse and ask him/her to mail it to the Clearinghouse in the future. .
- 8.21.4 **Administrative Review Requests by Obligees Contesting Distribution of Support.** The County Attorney shall notify the Department within twenty-four (24) hours of receiving a written request for administrative review by an obligee contesting distribution pursuant to A.R.S. §46-408 and 25-522. A copy of the written request for administrative review shall be forwarded to the Department within two (2) business days. The Department shall handle all such requests statewide. The County Attorney shall cooperate with the Department and with the Attorney General's Child Support Section by promptly providing necessary information and/or forwarding the case file by express mail to the appropriate person upon request. Should the County Attorney fail to cooperate and such non-cooperation results in a monetary loss to the Department, the Department shall reduce the incentives due the County Attorney in an amount equal to the loss suffered by the Department.
- 8.21.5 When a County Attorney is contacted by the Department regarding a customer service issue, the County Attorney commits to contacting the Department within twenty-four (24) hours and to research the issue(s) within two (2) business days.

8.22 REIMBURSEMENT REQUIREMENTS:

- 8.22.1 The County Attorney shall submit an annual summary operating budget based on federal fiscal year to ADES prior to September 1st of any year this agreement is in effect which reflects the projected County Attorney expenditures for child support enforcement activities.
- 8.22.2 If the County Attorney intends to claim reimbursement for indirect costs as part of its annual summary operating budget, it shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 8.22.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.
- 8.22.4 When the Federal Office of Child Support Enforcement conducts a financial audit and disallows County Attorney expenses already reimbursed by ADES, the County Attorney shall be liable for an amount equal to any disallowance as to its expenses.

8.23 THE ADES WILL

- 8.23.1 Reimburse the County Attorney for costs incurred in the delivery of Contract services during the term of this Agreement.
- 8.23.2 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
- 8.23.3 Upon request DCSS and the Attorney General's Office shall permit County Attorney to participate in ATLAS and other training opportunities available to DCSS and the Attorney General Office employees.

8.24 INCENTIVE PAYMENTS:

- 8.24.1 The ADES will pay the County Attorney an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The County Attorney's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 8.24.2 The ADES will determine incentive payments for each County Attorney based on performance in the five federally established incentive measures.
- 8.24.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution
- 8.24.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:

1. Paternity Establishment Percentage;
2. Percentage of cases with support orders;
3. Collection rate of current support
4. Percentage of cases with collection on arrears and
5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).

- 8.24.5 Collections are calculated by county for both DCSS and County Attorney run programs.
- 8.24.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 8.24.7 State Share of Retained Earnings retained and passed to the County Attorney since they run their own program.
- 8.24.8 Incentives are paid to county courts for services rendered.
- 8.24.9 The County Attorney agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the County Attorneys' Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

8.25 STATE SHARE OF RETAINED EARNINGS:

- 8.25.1 ADES will pay the County Attorney its share of Retained Earnings based upon the methodology set forth in the ADES current State Share of Retained Earnings (SSRE) policy.
- 8.25.2 The County Attorney must have budgeted expenditures in County Attorney appropriated funds for the Title IV-D Program at least equal to the County Attorney Title IV-D contribution for the latest fiscal year the County Attorney participated in the sharing of SSRE.
- 8.25.3 ADES will pay the County Attorney within forty-five (45) days after the end of the quarter for which it was earned.

8.26 REPORTING REQUIREMENTS

- 8.26.1 The Contractor shall provide to ADES the following reports:
- 8.26.2 A Monthly End Production Report, consistent with Appendix A, no later than fifteen (15) days following each month during the contract term.
- 8.26.3 County Attorney shall provide all reports to the Department no later than the 28th day following each month during the contract term. All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.
- 8.26.4 No later than forty-five (45) days following the termination of this Contract, the County Attorney shall submit to the Department a final program and fiscal report.
- 8.26.5 Reports shall be sent to:

Arizona Department of Economic Security
 Division of Child Support Services
 Contracts Unit, Site Code 019A
 PO Box 40458
 Phoenix, AZ 85067-0458

- 8.26.6 The County Attorney shall submit the Certificate of Insurance as specified in Paragraph 21.2 of this Agreement to:

Arizona Department of Economic Security
 Division of Child Support Services
 Contracts Unit, Site Code 019A
 PO Box 40458
 Phoenix, AZ 85067

8.27 PAYMENT REQUIREMENTS

- 8.27.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES), ADES will reimburse the County Attorney for costs incurred in the delivery of Contract Services during the term of this Agreement.

- 8.27.2 County Attorney shall include supporting expense documents each month with the submission of the CPES.
- 8.27.3 CPES and supporting expense documents shall be submitted no later than (28) days after the end of the month services were provided.
- 8.27.4 CPES shall be submitted to:

Arizona Department of Economic Security
Division of Child Support Services
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 8.27.5 Services provided to ADES will be paid to the County Attorney via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

8.28 NOTICES

- 8.28.1 All notices to the County Attorney regarding this agreement shall be sent to the following address:

Gila County Attorney, Child Support Division
157 South Broad Street
Globe, AZ 85501

- 8.28.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
Division of Child Support Services
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 8.28.3 Upon contract award, DCSS may establish an email address for all notices, claims and reports to be sent to.

9.0 APPLICABLE LAW

- 9.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the County Attorney shall maintain all applicable licenses and permit requirements.
- 9.2 In accordance with ARS § 41-2501, et. seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

10.0 ARBITRATION

- 10.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

11.0 AUDIT

- 11.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

12.0 CONFLICT OF INTEREST

- 12.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the County Attorney, an employee of the County Attorney, or a subcontractor to the County Attorney is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The County Attorney shall immediately notify the Department of the conflict of interest, and ensure that the staff member or subcontractor will have no involvement in the case or ask to have the case reassigned to a regional office managed by ADES.

13.0 CONFIDENTIALITY

- 13.1 County Attorney shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The County Attorney agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The County Attorney shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The County Attorney understands that revealing any information concerning the NCP or CP, one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 13.2 The safeguards provided shall also prohibit disclosure of any information which identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The County Attorney agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 13.3 The County Attorney shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the County Attorney or by the County Attorney's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The County Attorney also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the County Attorney for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 13.4 The County Attorney agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.
- 13.5 The County Attorney shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the County Attorney shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

14.0 CONFLICT OF INTEREST

- 14.1 In accordance with A.R.S. §38-511, the State or the County Attorney may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

15.0 DATA SHARING AGREEMENT

- 15.1 When determined by the Department that sharing of confidential data will occur with the County Attorney, the County Attorney shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work

commencing or data shared. A separate Data Sharing Request Agreement shall be required between the County Attorney and each ADES Program sharing confidential data.

16.0 E-VERIFY

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

17.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

17.1 By entering into the Agreement, the County Attorney warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The County Attorney shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The County Attorney and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

17.2 The State may request verification of compliance for any County Attorney or subcontractor performing work under the Agreement. Should the State suspect or find that the County Attorney or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the County Attorney. All costs necessary to verify compliance are the responsibility of the County Attorney.

18.0 INDEMNIFICATION

18.1 Indemnification for County Attorney:

18.1.1 Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

18.2 Indemnification for Subcontractor

18.2.1 In addition, the County Attorney shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the County Attorney's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

19.0 INSURANCE REQUIREMENTS

19.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

19.1.1 None.

19.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or County Attorney from liabilities that might arise out of the performance of the work under this Agreement by the County Attorney, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

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

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney, involving automobiles owned, leased, hired or borrowed by the County Attorney”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their own list of persons to be insured.)

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

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
 1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
 2. The contractor's insurance coverage shall be primary insurance 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 Agreement.
 3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
 4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the County Attorney from potential insurer insolvency.
 5. **Verification of Coverage:** County Attorney shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management

Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the County Attorney or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

20.0 IT 508 COMPLIANCE

- 20.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and §3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

21.0 NON-AVAILABILITY OF FUNDS

- 21.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

22.0 NON-DISCRIMINATION

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

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 23.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

24.0 RIGHT OF OFFSET

- 24.1 The Department shall be entitled to offset against any sums due the County Attorney, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the County Attorney's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

25.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 25.1 The County Attorney agrees to comply with all federal statutory and regulatory provisions requiring that tax information be safeguarded and kept confidential. See **IRS PUBLICATION 1075**.

26.0 PERFORMANCE

In performance of this contract, the County Attorney agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the County Attorney or the County Attorney's employees.

Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the County Attorney will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The County Attorney certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the County Attorney at the time the work is completed. If immediate purging of all data storage components is not possible, the County Attorney certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the County Attorney will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The County Attorney will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

27.0 CRIMINAL/CIVIL SANCTIONS:

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount

equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the County Attorney to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to County Attorneys by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a County Attorney, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the County Attorney fails to provide the safeguards described above.

28.0 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the County Attorney for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the County Attorney is found to be noncompliant with contract safeguards.

29.0 THIRD- PARTY ANTITRUST VIOLATIONS

29.1 The County Attorney assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the County Attorney, toward fulfillment of this Agreement.

30.0 ATTACHMENTS

- 30.1 The following list of Attachments constitutes an integral part of subject agreement:
- 30.2 ATTACHMENT 1 - Certification Regarding Lobbying
- 30.3 ATTACHMENT 2 - Certification Regarding Maintenance of Effort
- 30.4 ATTACHMENT 3 - Sub-recipient Fact Sheet

31.0 EXHIBITS

- 31.1 The following list of Exhibits constitutes an integral part of subject agreement:
- 31.2 Certification Regarding Lobbying

32.0 APPENDIX A

- 32.1 Monthly Reporting Requirements

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

_____, will be in addition to, and not in
(Applicant Organization)
substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

Title

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient:

Gila County Board of Supervisors, Office of the County Attorney ("County Attorney").
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000444

- Federal Grantor's Name Department of Health and Human Services

- CFDA Title and Number 93.563

- Award Name and Number Arizona Department of Economic Security

- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

Appendix A

Month End Production Report¹ shall contain the following:

1. Number of court hearing conducted
2. Number of judgments obtained
3. Total amount of judgments
4. Number of legal actions filed
5. Number of actions commenced based on the filing of another party
6. Number of establishment stipulations or establishment done by fast-track process
7. Percentage of hearing quashed for lack of service
8. Number of new establishment orders
9. Cumulative amount of new establishment orders
10. Number of support orders entered by default
11. Number of new paternity orders
12. Number of children for whom paternity was established
13. Number of modifications resolved by hearing
14. Cumulative change from modifications resolved by hearing
15. Number of simplified modifications resolved without hearing
16. Cumulative change from simplified modifications resolved without hearing
17. Enforcement matters resolved (judgments)
18. Number of contempt findings
19. Number of parties jailed for civil contempt

¹ Most of the information required in this statistical report is generated by ATLAS through use of the legal processes tracking screens in ATLAS.



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.

To: The Gila County Board of Supervisors

Date: January 27, 2016

From: The Gila County Attorney's Office

Re: Child Support Contract; Agenda Item # 3592

Section 18.2.1: Indemnification of Subcontractor

COMMENT

The Gila County Attorney's Office tried in vain to obtain a mutually beneficial contractual provision relating to indemnification of subcontractors. The contract is, nevertheless, approved as to form. This is explained in more detail below.

The State of Arizona has a contract with LabCorp to do genetic paternity testing. The contract requires the county to use the same provider. An agent of LabCorp currently uses a space in the Gila County Attorney's Office Child Support Division to do the testing.

The Gila County Attorney's Office requested that the contract indemnify the county for negligence of the state's subcontractors, e.g. if an agent of LabCorp injured a person and that person sued the county for LabCorp's negligence. However, the state refused to make that change. (Paragraph 18.2.1 requires the county attorney to cause its subcontractors to indemnify the state for any claims caused by a subcontractor of the county attorney, however, this requirement is not mutual, i.e. it does not require the state to cause its subcontractors to indemnify the county.)

The county attorney's office opines that the contract complies with the requirements to be an enforceable contract although it lacks an indemnification provision to protect the county in the event of any claims referred to above.

ARF-3568

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Kendall Rhyne, Court Administrator

Submitted By: Jonathan Bearup, Deputy Court Administrator, Superior Court

Department: Superior Court Division: Superior Court Administration

Fiscal Year: 2016 Budgeted?: Yes

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

FY 2016 – 2017 Reappointment of Gary V. Scales as Superior Court Judge Pro Tempore.

Background Information

Mr. Gary Scales was appointed as full-time Superior Court Judge Pro Tempore on May 1, 2010, to prepare for the retirement of Judge Peter DeNinno in July 2010, and he has served in that capacity since that time. Currently he is assigned minor dependency, child support enforcement, criminal and domestic relations cases, though he also handles other matters as needed. Judge Scales' regular full-time salary is included in the County General Fund budget for the current fiscal year and will be requested for FY 2016-2017.

Evaluation

Mr. Gary Scales was appointed as a full-time Judge Pro Tempore on May 1, 2010. His services are considered necessary and integral for the Court to process cases in a timely manner. The County receives reimbursement from the State for services and judicial activities relative to the processing of child support enforcement cases.

Conclusion

The Court requires Board of Supervisors' approval for the reappointment of Judge Gary V. Scales as Judge Pro Tempore for the period of July 1, 2016, until June 30, 2017, to facilitate the processing of cases in a timely manner.

Recommendation

The Court respectfully recommends that the Board of Supervisors approve Presiding Judge Timothy M. Wright's reappointment of Judge Gary V. Scales as Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2016, until June 30, 2017.

Suggested Motion

Approval of the reappointment of Judge Gary V. Scales as Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2016, until June 30, 2017.

Attachments

BoS Approval

Memo to BoS

**APPROVAL OF APPOINTMENT OF
SUPERIOR COURT PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **GARY V. SCALES** as a Superior Court Judge Pro Tempore of the Superior Court in Gila County for the period of July 1, 2016 to June 30, 2017, pursuant to A.R.S. §12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases. Gary V. Scales was appointed by Presiding Judge Peter Cahill as a full-time Superior Court Judge Pro Tempore on April 1, 2010.

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

Dated _____ 2016.

GILA COUNTY BOARD OF SUPERVISORS

By: _____

Michael A. Pastor, Chairman

MEMORANDUM

DATE: January 12, 2016

TO: Gila County Board of Supervisors

FROM: Hon. Timothy M. Wright, Presiding Judge

RE: Reappointment of Gary V. Scales as Judge Pro Tempore for FY2016-2017

I am requesting that Chief Justice Scott Bales reappoint Gary V. Scales as full-time Judge *Pro Tempore* for the Superior Court in Gila County for the period of July 1, 2016 to June 30, 2017. Judge Scales' current term expires June 30, 2016.

Judge Scales' regular full-time salary is included in the County general fund budget for the current fiscal year. The County receives reimbursement from the State from the Family Law Commissioner program for Judge Scales' time in processing child support enforcement cases.

Enclosed is a proposed approval form for the Board to consider. I would appreciate your consideration and approval of this reappointment.

ARF-3565

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

Information

Request/Subject

East Verde Park Fire District Board Appointment.

Background Information

A. R. S. §48-803 (B) provides that if a vacancy occurs on the district board, other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

East Verde Park Fire District Governing Board Member, James Hinton, tendered his resignation notice effective September 23, 2015. On September 23, 2015, the East Verde Park Fire District, Board of Directors, appointed Maggie Mean-Evans to fulfill Mr. Hinton's unexpired term of office which ends December 31, 2016.

Conclusion

On September 23, 2015, the East Verde Park Fire District, Board of Directors, unanimously voted to appoint Maggie Mean-Evans to fulfill James Hinton's unexpired term of office, which ends on December 31, 2016.

Recommendation

The Gila County Elections Department recommends that the Board of Supervisors acknowledge James Hinton's resignation from the East Verde Park Fire District Board of Directors and the appointment of Maggie Mean-Evans to fulfill Mr. Hinton's term of office beginning 23, 2015, and ending December 31, 2016.

Suggested Motion

Acknowledgment of James Hinton's resignation from the East Verde Park Fire District Board of Directors, and the appointment of Maggie Mean-Evans to fulfill Mr. Hinton's unexpired term, effective September 23, 2015, through December 31, 2016.

Attachments

Oath of Office for Maggie Mean-Evans

9-23-15 Meeting Minutes

9-23-2015 Meeting Agenda

James Hinton's Resignation Letter

Arizona Revised Statute 48-803

OATH OF OFFICE

East Verde Park Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

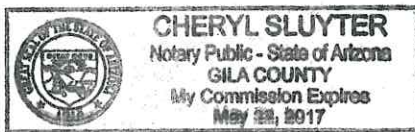
A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Maggie Near-Gibson do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of Fire District according to the best of my ability, so help me God (or so do I affirm).

Maggie Near-Gibson
Signature

Subscribed and sworn (or affirmed) to before me on this 28th day of October, 2015
(SEAL)



Cheryl Sluyter
Notary Public

**East Verde Park Fire District Board Meeting
Minutes**

**September 23rd, 2015
East Verde Park Club House
150 Al Drive, Payson, AZ**

Call to order

The meeting was called to order at 5:37 pm by Matalyn Gardner.

Roll Call:

Present were Matalyn Gardner, Pete Aleshire, Lesley Reeves

Minutes from last meeting

The board reviewed the minutes from August 25, 2015. Pete Aleshire moved that we accept the minutes and Matalyn Gardner seconded the motion. The motion carried.

Financial Report

Ardith Hogan submitted the financial report for September, 2015. The beginning balance in August was \$10,317.96. The distribution (taxes received) was \$245.89. Interest earned was \$9.71. The ending balance was \$10,573.56. The reserve balance was \$14,051.54 with interest of \$4.58. The final reserve balance was \$14,056.12.

Matalyn Gardner moved that we accept the financial report as presented and Lesley Reeves seconded. Motion carried.

Correspondence/New Business

1. Matalyn received an email from the State for Firewise East Verde Park, recognizing their ten year anniversary. She is going to talk to Ken to see if he would like to invite the State to present the award.
2. Pete said that he would like to see the community being educated as to the fire protection activities of the Fire Board. He is interested in obtaining door hangers to communicate with property owners that the Fire Dept. distributes and will talk to the Chief about getting some. Matalyn said that Firewise covers a lot of that with assessments but agreed it would be a good idea.
3. Pete suggested that we invite Firewise to meetings.
4. Jim Hinton submitted a letter of resignation to the Fire Board. Lesley moved to accept his resignation and Pete seconded. The motion carried.
5. Maggie Evans has volunteered to become a Fire Board member. Lesley moved that we accept her as a member and Matalyn seconded the motion. The motion carried.

6. Pete moved that Lesley be the new clerk for the Fire Board. Matalyn seconded the motion and the motion carried.
7. There was a discussion regarding the updating of by-laws. Matalyn wants some volunteer to review the Red Book. Maggie offered to look at them.
8. Discussion regarding record retention. Matalyn said that the 1st time we are in violation, the State will come and educate us as to what we should retain. Pete suggested that the clerk check and see what they expect us to retain.
9. There was a discussion regarding setting up a website. Maggie said that Go-Daddy is easy to work with. Pete Aleshire said he would talk to Pia, the web master for the newspaper, and ask for recommendations from her. Hopefully both the Fire Board and Firewise will post information of activities.

Unfinished Business

A. Discussion and or possible action concerning ongoing community fire safety issues.

1. Water Bladder Update: Matalyn said that having the water bladder won't lower our fire rating because the Fire Department has obtained fire tenders that will bring water as needed in the event of a fire. It was agreed that we pursue getting the bladder as soon as one becomes available.

2. Matalyn talked to brush removal contractors and they suggested that they drive the community to see how much brush the homeowners have placed on the streets for collection in order to gage their bids. They also suggested sending notice to homeowners as soon as possible. We will decide on the bid we will go with, at the next meeting.

3. Lesley said that the County has issued her membership certificate.

Call to the Public

Future Meeting Dates and Items for Future Agendas

The next EVPFB meeting will be October 28, 2015 at 5:30 p.m.

The issues for the next agenda will be:

1. Review and possible action on bids received for brush pickup.
2. Water bladder update with possible action and decisions.
3. Website update with possible action.
4. Report on bylaws review and possible action.
5. Update on Firewise EVP program and discussion of future interactions.

Adjournment

Pete Aleshire moved that the meeting be adjourned, seconded by Lesley Reeves. Motion carried. Meeting was adjourned at 7:12 pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lesley Reeves', with a long horizontal stroke extending to the right.

Lesley Reeves

Clerk of the Board of EVPFD

NOTICE AND AGENDA
EAST VERDE PARK FIRE DISTRICT BOARD MEETING
September 23, 2015
5:30 PM

Pursuant to A.R.S. 38-431.02, notice is hereby given to the board members of the East Verde Park Fire District and to the general public that the EVPFD Board will hold a meeting open to the public on September 23, 2015, beginning at 5:30 p.m. at the EVP clubhouse, 150 Al Drive, Payson, Arizona. As indicated in the following agenda, the EVPFD Board may vote to go into executive session, which will not be open to the public to discuss certain matters.

AGENDA

I. Call to order and roll call:

ROLE CALL: Matalyn Gardner___ Ardith Hogan ___

Lesley Reeves___ Pete Aleshire___

II. Minutes of the August 25, 2015 meeting

III. Financial Report

IV. Summary of Current Events

A summary of current events pursuant to A.R.S. 38-431.02(K) may be provided but the Board will not discuss or take action on any information provided.

V. Correspondence/New Business for discussion and possible action

A. Discussion and/or possible action concerning important correspondence addressed to the Board.

B. New Business

1. Consideration and possible action on resignation of Jim Hinton
2. Consideration and possible action on replacement of Jim Hinton
3. Presentation and review of items for future board action

VI. Unfinished Business.

A. Discussion and/or possible action concerning ongoing community fire safety issues.

1. Water Bladder update with possible action and decisions.
2. Discussion & possible action/decision on brush pick up bids.
3. Report from Lesley regarding certificate.

4. Election of Clerk position to replace Tamara Kinnaman.

VII. Call to the Public.

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to direction for study and/or scheduling the matter for further consideration and decision at a later date.

VIII. Future Meeting Dates and Items for Future agendas

The Board will discuss topics for future dates and place of meetings and matters on future agendas.

Dated this 22nd day of September, 2015

Lesley Reeves

Interim Clerk of the Board of EVPFD

NOTES:

*A copy of the agenda background material provided to East Verde Park Fire District Board members (with the exception of material relating to possible executive sessions) is available for the public inspection at EVP Clubhouse, 150 Al Drive, Payson, Arizona

*****Any person with any disability may request a reasonable accommodation by contacting any Board Member. Requests should be made as early as possible to arrange the accommodations.***

Matalyn

Please except this as my resignation from the Fire Board. I have not been able to attend because of health reasons and family problems. I have enjoyed it and hope when I get everything ironed out I can participate again. I have enjoyed it.

Jim Hinton

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#) [House](#) [Legislative Council](#) [JLBC](#) [More Agencies](#) [Bills](#) [Committees](#) [Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**48-803. District administered by a district board; report**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

ARF-3563

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

A. R. S. §16-821 (B) provides if a vacancy exists in the office of the precinct committeemen, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Two new individuals, Jane Bradley Payson #2 and Peggy Porter Globe #7, have been submitted by the Gila County Republican Committee Chair for the appointment to the office of the precinct committeemen. Per Arizona Revised Statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Gila County Republican Party Chairman has submitted Jane Bradley Evans and Peggy Porter for appointment by the Board of Supervisors.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #2 - Jane Bradley Evans and Globe #7 - Peggy Porter.

Attachments

Peggy Porter Appointment

Jane Evans Appointment

A.R.S. 16-821

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Peggy Porter (Name on Voter Registration) a duly qualified
Republican elector residing at

9415 S. Kellner Ln Globe AZ 85501
Address 1488 City State Zip

928-701-1488 same same
Home Phone Work Phone Cell Phone

peggyporter@cablenet.net FAX 1-851-0442
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of GLOBE #7 CODE NUMBER 125.A

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

12 DEC 15
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Peggy L. Porter Date: 11-20-15

Voter Identification Number: 04000 13416

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

JANE BRADLEY EVANS (Name on Voter Registration) a duly qualified
Republican elector residing at

2265 N. JEWEL END PAYSON AZ 85541
Address City State Zip

928 472 8430 480 244-9722
Home Phone Work Phone Cell Phone

jbevansaz@npqable.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson #2 CODE NUMBER 205

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

4 Jan 2016
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Jane Bradley Evans Date: 12/30/15

Voter Identification Number: _____

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

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A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

ARF-3561

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2016 Budgeted?: Yes

Contract Dates 01-07-16 to Grant?: No

Begin & End: 07-06-16

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 6 to Professional Services Agreement No. 062813-Medical Examiner Services for Gila County.

Background Information

On January 7, 2014, Gila County entered into Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner Services for Gila County. The contract was issued for a period of one year in a not to exceed amount of \$30,000 without prior written approval from Gila County. Additionally, the contract allows for the option to renew the contract term for three additional one-year periods.

On June 24, 2014, the Board of Supervisors approved Amendment No. 1 to increase the total contract by an additional \$40,000 for a new total contract amount of \$70,000.

On October 21, 2014, the Board of Supervisors approved Amendment No. 2 to increase the total contract by an additional \$30,000 for a new total contract amount of \$100,000.

On December 16, 2014, the Board of Supervisors approved Amendment No. 3 to extend the term of the contract from January 7, 2015 to January 6, 2016. Amendment No. 3 also served to increase the original dollar amount of the contract from \$30,000 to \$70,000.

On September 1, 2015, the Board of Supervisors approved Amendment No. 4 to increase the total contract by an additional \$40,000 for a new, not to exceed without written authorization contract amount of \$110,000 for the January 7, 2015, to January 6, 2016 contract term.

On January 19, 2016, the Board of Supervisors approved Amendment No. 5 to increase the total contract by an additional \$10,000 for a new, not to exceed without written authorization contract amount of \$120,000 for the January 7, 2015 to January 6, 2016 contract term.

Evaluation

Professional Services Agreement No. 062813-Medical Examiner Services for Gila County with Dr. Mark Fischione will expire on January 6, 2016. Per Article 11-Term, of the contract documents, Gila County has the option to renew the contract for three additional one-year terms. At this time, staff and Dr. Fischione, are exploring ways to possibly reduce costs to the County for medical examiner services. To allow the time necessary to perform an in-depth analysis of all costs associated with autopsy services, staff desires to extend the contract for a six month period.

Amendment No. 6 will serve to extend the contract term from January 7, 2016 to July 6, 2016.

Additionally, Amendment No. 6 will increase the original contract amount of \$30,000 by an additional \$35,000, for a new, not to exceed without prior written authorization total contract amount of \$65,000, for the contract term from January 7, 2016 to July 6, 2016.

Conclusion

Staff feels it would best serve the interest of Gila County to continue to contract with Dr. Mark Fischione for medical examiner services for Gila County.

Recommendation

Staff recommends the approval of Amendment No. 6 to extend the contract term of Professional Services Agreement No. 062813 with Dr. Mark Fischione for medical examiner services for Gila County for a six month period, and to increase the original contract amount from \$30,000 to \$65,000 for the contract term from January 7, 2016, to July 6, 2016.

Suggested Motion

Approval of Amendment No. 6 to Professional Services Agreement No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the term of the contract from January 7, 2016, to July 6, 2016, and to increase the original contract amount from \$30,000 to \$65,000 for the new contract term.

Attachments

Approval as to Form

Amendment No. 6 to Professional Services Agreement No. 062813

Amendment No. 5 to Professional Services Agreement No. 062831

Amendment No. 4 to Professional Services Agreement No. 062813

Amendment No. 3 to Professional Services Agreement No. 062813

Amendment No. 2 to Professional Services Agreement No. 062813

Amendment No. 1 to Professional Services Agreement No. 062813

Professional Services Agreement No. 062831-Medical Examiner Services with Dr. Fischione



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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



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**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 6

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

Amendment No. 3 was approved and executed on December 16, 2014, by the Gila County Board of Supervisors, to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 increased the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 4 was approved and executed on September 01, 2015, by the Gila County Board of Supervisors, to increase the contract amount by Forty Thousand dollars, (\$40,000) for a new, not to exceed without written authorization, contract amount of One Hundred, Ten Thousand dollars (\$110,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 5 was approved and executed on January 19, 2016, by the Gila County Board of Supervisors, to increase the contract amount by Ten Thousand dollars, (\$10,000) for a new, not to exceed without written authorization, contract amount of One Hundred, Twenty Thousand dollars (\$120,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 6 will serve to extend the term of the contract from January 07, 2016 to July 06, 2016. Additionally, Amendment No. 6 will serve to increase the original contract amount of Thirty Thousand dollars (\$30,000), by Thirty-Five Thousand dollars (\$35,000), for a new, not to exceed without written authorization, contract amount of Sixty-Five Thousand dollars (\$65,000) for the contract term from January 07, 2016 to July 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2016.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:

Mark A. Fischione M.D. PLC.
Mark A. Fischione, M.D., PLC.

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



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**PROFESSIONAL SERVICES CONTRACT NO. 062813 MEDICAL EXAMINER SERVICES BETWEEN GILA
COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 5

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

Amendment No. 3 was approved and executed on December 16, 2014, by the Gila County Board of Supervisors, to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 increased the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.


Amendment No. 4 was approved and executed on September 01, 2015, by the Gila County Board of Supervisors, to increase the contract amount by Forty Thousand dollars, (\$40,000) for a new, not to exceed without written authorization, contract amount of One Hundred, Ten Thousand dollars (\$110,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 5 will serve to increase the contract amount by an additional Ten-Thousand dollars (\$10,000), for a new, not to exceed without written authorization contract amount of One Hundred, Twenty Thousand dollars (\$120,000), for the contract term from January 07, 2015 to January 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 19th day of January, 2016.

GILA COUNTY BOARD OF SUPERVISORS:



Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:



Mark A. Fischione, M.D., PLC.

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



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**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 4

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

Amendment No. 3 was approved and executed on December 16, 2014, by the Gila County Board of Supervisors, to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 increased the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 4 will serve to increase the contract amount by an additional Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization contract amount of One Hundred, Ten Thousand dollars (\$110,000), for the contract term from January 07, 2015 to January 06, 2016.


All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 1st day of September, 2015.


GILA COUNTY BOARD OF SUPERVISORS:


Michael A. Pastor, Chairman of the Board

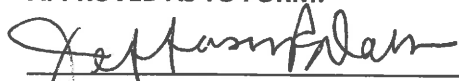
MEDICAL EXAMINER:


Mark A. Fischione, M.D., PLC.

ATTEST:


Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Jefferson R. Dalton, Deputy County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



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**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 3

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

The contract will expire on January 06, 2015. Per Article 11-Term, the Medical Examiner agrees that Gila County shall have the right, at is sole option, to renew the contract for three additional one year periods.

Amendment No. 3 will serve to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 will serve to increase the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 16th day of December, 2014.

GILA COUNTY BOARD OF SUPERVISORS:



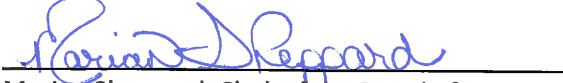
Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:



Mark A. Fischione, M.D., PLC.

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



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**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 2

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

The cost to date for the first eight months of the contract term is \$56,550, which leaves an available balance on the current contract term of \$13,450.00. There are four months remaining on the existing contract term.

Amendment No. 2 will serve to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

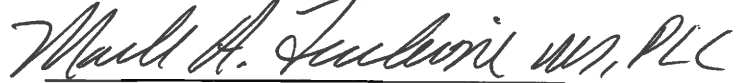
IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21st day of October, 2014.

GILA COUNTY BOARD OF SUPERVISORS:



Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:



Mark A. Fischione, M.D., PLC.

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

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**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 1

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000. The cost to date for the first five months of the contract term is approximately \$27,000.00. Amendment No. 1 will serve to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new not to exceed without written authorization contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 1 will increase the contract amount by ^{\$40,000}~~\$30,000~~ for a new total contract amount of \$70,000 for the contract term from January 07, 2014, to January 06, 2015.


All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 24th day of June, 2014.


GILA COUNTY BOARD OF SUPERVISORS:


Michael A. Pastor, Chairman of the Board

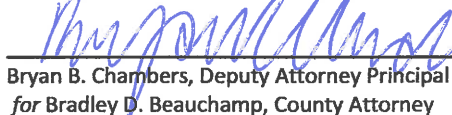
MEDICAL EXAMINER:


Mark A. Fischione, M.D., PLC.

ATTEST:


Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:


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for Bradley D. Beauchamp, County Attorney

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GILA COUNTY ATTORNEY
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

PROFESSIONAL SERVICES AGREEMENT NO. 062813
GILA COUNTY MEDICAL EXAMINER

THIS AGREEMENT, made and entered into this 7TH day of January, 2014 by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Mark A. Fischione, M.D., PLC**, of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter designated the **Medical Examiner**.

WITNESSETH: That the Medical Examiner, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

That he is licensed and otherwise legally and professionally qualified to be appointed as Gila County Medical Examiner and Forensic Pathologist for Gila County, Arizona.

ARTICLE 1 – SCOPE OF SERVICES: The Medical Examiner agrees to provide Medical Examiner Services and **Forensic Pathologist Services** to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

Duties of County Medical Examiner

A. The county medical examiner or alternate medical examiner shall direct a death investigation, shall determine whether an external examination or autopsy is required and shall:

1. Take charge of the dead body.
2. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner or alternate medical examiner determines there is no jurisdiction pursuant to section A.R.S. § 11-593, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
3. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
4. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.

5. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.

6. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.

7. Carry out the duties specified under Section 28-668.

8. Carry out the duties specified under Title 36, Chapter 7, Article 3.

9. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.

B. The county medical examiner or alternate medical examiner may:

1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies.

2. Authorize forensic pathologists to perform examinations and autopsies. The medical examiner or alternate medical examiner may authorize medical students or residents and fellows in pathology training to perform autopsies under the supervision of a licensed physician who is board certified in anatomic pathology, pursuant to procedures adopted by the county medical examiner or alternate medical examiner. Authorization and the amount to be paid by the county for pathology services are subject to approval of the board of supervisors.

3. Delegate any power, duty or function whether ministerial or discretionary vested by this chapter in the medical examiner or alternate medical examiner to a person meeting the qualifications prescribed in this chapter who is employed by or who has contracted with the county to provide death investigation services. The medical examiner or alternate medical examiner shall be responsible for the official acts of the person designated pursuant to this section and shall act under the name and authority of the medical examiner or alternate medical examiner.

4. Authorize the taking of organs and tissues as they prove to be usable for transplants, other treatment, therapy, education or research if all of the requirements of Title 36, Chapter 7, Article 3 are met. The medical examiner or alternate medical examiner shall give this authorization within a time period that permits a medically viable donation.

5. Authorize licensed physicians, surgeons or trained technicians to remove parts of bodies provided they follow an established protocol approved by the medical examiner or alternate medical examiner.

6. Limit the removal of organs or tissues for transplants or other therapy or treatment if, based on a review of available medical and investigative information within a time that permits a medically viable donation, the medical examiner or alternate medical examiner makes an initial determination that their removal would interfere with a medical examination, autopsy or certification of death. Before making a final decision to limit the removal of organs, the medical examiner or alternate medical examiner shall consult with the organ procurement organization. After the consultation and when the organ procurement organization provides information that the organ procurement organization reasonably believes could alter the initial decision and at the request of the organ procurement organization, the medical examiner or alternate medical examiner shall conduct a physical examination of the body. If the medical examiner or alternate medical examiner limits the removal of organs, the medical examiner or alternate medical examiner shall maintain documentation of this decision and shall make the documentation available to the organ procurement organization.

C. A county medical examiner or alternate medical examiner shall not be held civilly or criminally liable for any acts performed in good faith pursuant to subsection B, paragraphs 4, 5 and 6 of this section.

D. If a dispute arises over the findings of the medical examiner's report, the medical examiner, on an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

E. For providing external examinations and autopsies pursuant to this section, the medical examiner may charge a fee established by the board of supervisors pursuant to Section A.R.S. § 11-251.08.

F. The county medical examiner or alternate medical examiner is entitled to all medical records and related records of a person for whom the medical examiner is required to certify cause of death.

Burial of Indigent Deceased

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- B. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

Release of Information

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
 1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
 2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

ARTICLE 2 – FEES: For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

\$2,200.00 per complete autopsy
\$ 170.00 per external examination, cause of death
\$ 65.00 per cremation
\$ 250.00 per month Malpractice Insurance – not to exceed \$3,000.00 without prior written approval from the County

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

In the event that the County has reasonable cause to believe that the Medical Examiner alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent medical examiner or other related services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Medical Examiner. Upon such notice, Medical Examiner shall immediately cease to perform the duties customarily performed by a medical examiner except as specifically directed by the County. As of the date of such notice, County shall not be liable for any further payment or performance pursuant to this Agreement.

ARTICLE 4 – INSPECTION OF RECORDS AND PREMISES: Upon reasonable notice, authorized County representatives may inspect Medical Examiner's records related to services provided pursuant to this Agreement except to the extent that any specific records may be deemed confidential pursuant to specific statutory authority. County representatives may enter upon and inspect any facility used by Medical Examiner to perform services as provided in this contract in order to determine Medical Examiner's compliance with the terms of the contract. Medical Examiner agrees to retain all financial records and other documents relating to the services performed pursuant to this contract for five (5) years after final payment of all amounts owed to Medical Examiner or until after resolution of any audits, investigations or other inquiries which may require access to the subject records or documents, whichever is later. County, state or federal officials or other persons duly authorized by the County shall have full access to, and the right to examine, copy and use any such materials.

ARTICLE 5 - INDEMNIFICATION CLAUSE: The Medical Examiner agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Medical Examiner, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

ARTICLE 6 - INSURANCE REQUIREMENTS: The Medical Examiner agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County with reputable insurance companies acceptable to the County under this agreement.

ARTICLE 7 - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE 8 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner 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 the Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Medical Examiner'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 the Medical Examiner 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, the Medical Examiner 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.

The Medical Examiner 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."

ARTICLE 9 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner 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 10 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 11 – TERM: The term of the contract shall commence on the date the contract is approved by the Board of Supervisors, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 12 – PAYMENT: The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$30,000.00 for each of the one year contract terms, without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

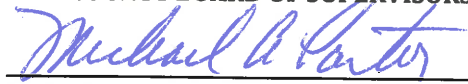
The Medical Examiner shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Medical Examiner does not have a current W-9

Invoices


All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed. Invoices may be emailed to accountspayable@co.gila.az.us.

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

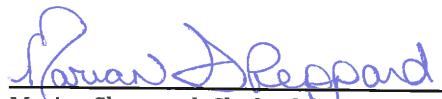
GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman Board of Supervisors

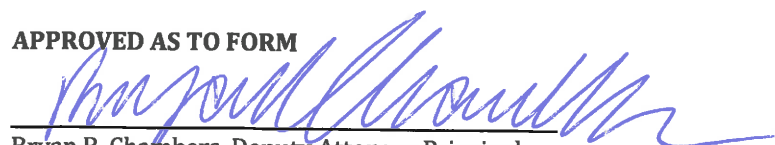
MEDICAL EXAMINER


Mark A. Fischione, M.D., PLC

ATTEST:


Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM


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

ARF-3573

Consent Agenda Item

4. E.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: November 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for November 2015.

Suggested Motion

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

Attachments

Recorder's November 2015 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF NOVEMBER 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Bingham, Gila County Recorder

115215 JUN 1965

116215 JUN 69

FUND # 1085

		19,052.97
--	--	-----------

Title Chief Deputy

Title Recorder

Date 1/14/16

127444

Bank Deposit

From 11/01/2015 To 11/30/2015

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense Pre Pay Accounts	1005 Suspense - Prepay	\$4,055.00	(\$8,500.00)	(\$4,445.00)
Cash	Cash/Check	\$14,034.80	\$0.00	\$14,034.80
D-1005-120-01-4612-023	Recording Fee (deferred)	\$16.00	(\$16.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$16.00	(\$16.00)	\$0.00
E Transfer	Electronic Transfers	\$5,022.00	\$0.00	\$5,022.00
	Total	\$23,143.80	(\$8,532.00)	\$14,611.80
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$32.00	(\$32.00)	\$0.00
	Total	\$32.00	(\$32.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$621.80)	(\$621.80)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-003	Postage	\$0.00	(\$60.00)	(\$60.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$236.00)	(\$236.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$48.00)	(\$48.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$33.00)	(\$33.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$60.00)	(\$60.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$9,043.00)	(\$9,043.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$115.00)	(\$115.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,508.00)	(\$3,508.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$840.00)	(\$840.00)
eRecording	eRecording	\$4,990.00	(\$4,990.00)	\$0.00
	Total	\$4,990.00	(\$19,601.80)	(\$14,611.80)
	Total	\$28,165.80	(\$28,165.80)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$14,034.80	\$0.00	\$14,034.80
	Range Total	\$14,034.80	\$0.00	\$14,034.80

Bank Deposit

From 11/01/2015 To 11/30/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,197.80	
Check	\$12,837.00	
<hr/>		
Total Deposit	\$14,034.80	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4347	Nov 2, 2015	11_Payson_Mon / 4330	\$404.00	\$404.00		Bank Account
4349	Nov 3, 2015	12_Payson_Tue / 4333	\$127.00	\$127.00		Bank Account
4350	Nov 3, 2015	2_ReceiptStation1_Tue / 4334	\$661.00	\$661.00		Bank Account
4352	Nov 4, 2015	3_ReceiptStation1_Wed / 4335	\$973.00	\$973.00		Bank Account
4353	Nov 5, 2015	4_ReceiptStation1_Thu / 4336	\$520.00	\$520.00		Bank Account
4354	Nov 5, 2015	14_Payson_Thu / 4337	\$216.00	\$216.00		Bank Account
4358	Nov 6, 2015	5_ReceiptStation1_Fri / 4338	\$1,006.00	\$1,006.00		Bank Account
4359	Nov 6, 2015	15_Payson_Fri / 4339	\$320.00	\$320.00		Bank Account
4361	Nov 9, 2015	11_Payson_Mon / 4341	\$168.00	\$168.00		Bank Account
4363	Nov 10, 2015	2_ReceiptStation1_Tue / 4342	\$970.00	\$970.00		Bank Account
4364	Nov 10, 2015	12_Payson_Tue / 4343	\$335.00	\$335.00		Bank Account
4365	Nov 12, 2015	14_Payson_Thu / 4344	\$199.00	\$199.00		Bank Account
4367	Nov 13, 2015	5_ReceiptStation1_Fri / 4347	\$663.00	\$663.00		Bank Account
4368	Nov 13, 2015	15_Payson_Fri / 4346	\$151.00	\$151.00		Bank Account
4369	Nov 16, 2015	1_ReceiptStation1_Mon / 4349	\$592.00	\$592.00		Bank Account
4370	Nov 16, 2015	11_Payson_Mon / 4348	\$377.00	\$377.00		Bank Account
4371	Nov 17, 2015	2_ReceiptStation1_Tue / 4350	\$1,184.00	\$1,184.00		Bank Account
4372	Nov 17, 2015	12_Payson_Tue / 4351	\$388.00	\$388.00		Bank Account
4373	Nov 18, 2015	3_ReceiptStation1_Wed / 4352	\$1,456.80	\$1,456.80		Bank Account
4374	Nov 18, 2015	13_Payson_Wed / 4353	\$116.00	\$116.00		Bank Account
4375	Nov 19, 2015	4_ReceiptStation1_Thu / 4354	\$362.00	\$362.00		Bank Account
4376	Nov 19, 2015	14_Payson_Thu / 4355	\$30.00	\$30.00		Bank Account
4377	Nov 20, 2015	15_Payson_Fri / 4357	\$33.00	\$33.00		Bank Account
4378	Nov 20, 2015	5_ReceiptStation1_Fri / 4356	\$1,910.00	\$1,910.00		Bank Account
4379	Nov 23, 2015	1_ReceiptStation1_Mon / 4359	\$1,364.00	\$1,364.00		Bank Account
4380	Nov 23, 2015	11_Payson_Mon / 4358	\$47.00	\$47.00		Bank Account
4381	Nov 24, 2015	2_ReceiptStation1_Tue / 4360	\$365.00	\$365.00		Bank Account
4382	Nov 24, 2015	12_Payson_Tue / 4361	\$195.00	\$195.00		Bank Account
4383	Nov 25, 2015	13_Payson_Wed / 4362	\$118.00	\$118.00		Bank Account
4384	Nov 25, 2015	3_ReceiptStation1_Wed / 4363	\$1,064.00	\$1,064.00		Bank Account
4385	Nov 30, 2015	1_ReceiptStation1_Mon / 4365	\$2,084.00	\$2,084.00		Bank Account
4386	Nov 30, 2015	11_Payson_Mon / 4364	\$255.00	\$255.00		Bank Account
4387	Nov 30, 2015	previousday / 4368	\$487.00	\$487.00		Bank Account
4396	Nov 9, 2015	1_ReceiptStation1_Mon / 4340	\$664.00	\$664.00		Bank Account
4399	Nov 12, 2015	4_ReceiptStation1_Thu / 4345	\$7,849.00	\$7,849.00		Bank Account
4404	Nov 30, 2015	previousday / 4380	\$8.00	\$8.00		Bank Account
4428	Nov 6, 2015	previousday / 4403	\$18.00	\$18.00		Bank Account
4429	Nov 2, 2015	1_ReceiptStation1_Mon / 4331	\$454.00	\$454.00		Bank Account

Total	\$28,133.80	\$28,133.80
Non-Deposit Total	(\$14,099.00)	(\$14,099.00)
Deposit Total	\$14,034.80	\$14,034.80
Total Till Over/Short		\$0.00

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY 2015-2016

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct	1,170	4,200.00	8,643.15	840.00	6.00	13,689.15
Nov	950	3,508.00	14,703.97	840.00	1.00	19,052.97
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	5,512	19,920	73,065.02	4,237.70	30.00	97,252.72
Fiscal Year All Monies		97,252.72				

GILA COUNTY RECORDER
Report for November 2015

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	13,522.00	-	13,522.00
	PAID OUT OF SUSPENSE ACCT		(9,077.00)	-
	RECORDING FEES	10,258.80	-	10,258.80
	REFUNDS-EXCESS FEES	-	-	-
	INTEREST PD TO ACCT	0.17	-	0.17
Staled Checks		-	-	-
TOTAL 1005 FUNDS		23,780.97	(9,077.00)	14,703.97
 SECTION II				
	7145 FUND (RECORDER)	3,508.00	-	3,508.00
	7146 FUND (MINING - 80% STATE TREAS)	4.00	(4.00)	-
	7146 FUND (MINING - 20% RECORDER)	1.00	-	1.00
	7147 FUND (COMPUTER SVCS)	840.00	-	840.00
TOTAL SEC II FUNDS		4,353.00	(4.00)	4,349.00
COMBINED TOTALS - TOTAL FEES COLLECTED		28,133.97	(9,081.00)	19,052.97

House Account Summary

Gila County AZ Recorder

For the Period of 11/01/2015 - 11/30/2015

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(25.00)	4.00	(100.00)	(121.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(14.00)	48.00	(150.00)	(116.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(180.00)	0.00	0.00	(180.00)
APSR	APS/RECORDINGS	(293.00)	4.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(141.00)	20.00	0.00	(121.00)
AWC	ARIZONA WATER COMPANY	(178.00)	35.00	0.00	(143.00)
AZDOR	ADOR ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00
AZDORI	ADOR ACCOUNTS PAYABLE	(1,226.80)	8.00	0.00	(1,218.80)
AZRE/COPIES	ARIZONA DEPT OF REALESTATE	0.00	0.00	0.00	0.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	(105.00)	105.00	0.00	0.00
CRSI	Colorado Records Sooner Inc	(62.00)	0.00	0.00	(62.00)
CTS	COMPLETE TITLE SOLUTIONS	(43.00)	0.00	0.00	(43.00)
DOCUT	DOCUTECH CORP	0.00	0.00	0.00	0.00
DS	DATA SERVICES	(1,000.00)	1,164.00	(1,164.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	54.00	(54.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(45.00)	0.00	0.00	(45.00)
ERAY	ERA YOUNG REALTY	0.00	0.00	0.00	0.00
EXCEL	EXCEL DOCUMENT SERVICES	0.00	0.00	0.00	0.00
FARES	CORELOGIC	(491.40)	190.00	0.00	(301.40)
FATM	FIRST AMERICAN MICROFICHE	(2,108.20)	245.00	0.00	(1,863.20)

House Account Summary

Gila County AZ Recorder

For the Period of 11/01/2015 - 11/30/2015

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FATR2	FIRST AMERICAN TITLE RECORDINGS 2	0.00	0.00	0.00	0.00
FB	FLOYD BLEAK / NANCY SHEPPARD	0.00	0.00	0.00	0.00
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(473.20)	190.00	(1,250.00)	(1,533.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(130.00)	0.00	0.00	(130.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	93.00	(93.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(114.00)	0.00	0.00	(114.00)
Ingeo	Ingeo - eRecording	(1,127.00)	720.00	(720.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	32.00	(32.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(78.00)	0.00	0.00	(78.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NBOA	NATIONAL BANK OF ARIZONA - RECORDING	0.00	0.00	0.00	0.00
NBOAC	NATIONAL BANK OF ARIZONA COPIES	0.00	0.00	0.00	0.00
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	127.00	(127.00)	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(4,546.00)	175.00	0.00	(4,371.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,179.00)	3,024.00	(7,000.00)	(6,155.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)

House Account Summary

Gila County AZ Recorder

For the Period of 11/01/2015 - 11/30/2015

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(125.00)	7.00	0.00	(118.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	2,832.00	(2,832.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,100.20)	0.00	0.00	(1,100.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Title 1 copy	Debbie Swann	0.00	0.00	0.00	0.00
Totals		(24,154.20)	9,077.00	(13,522.00)	(28,599.20)

ARF-3564

Consent Agenda Item

4. F.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: December 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 December 2015.

Suggested Motion

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

Attachments

Clerk's December 2015 monthly report

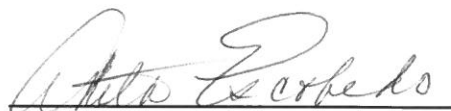
**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
DECEMBER 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", 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 : 1/12/2016 9:08:31 AM

Criteria : From Date : 12/1/2015 To Date : 12/31/2015

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 :									
		5555	HOLD ACCOUNT	\$7059.82		(\$7069.13)		(\$9.31)	\$0.00
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			\$50.00		\$50.00	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$13756.92				\$13756.92	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2140.54				\$2140.54	\$107.03
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$6.24		\$1.00		\$7.24	\$0.36
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$49.94		\$8.00		\$57.94	\$2.90
		ZVAPB	30% INTERSTATE COMPACT	\$101.25				\$101.25	\$5.06
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$231.44		\$30.00		\$261.44	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$48.62				\$48.62	\$2.43
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$3021.99				\$3021.99	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZALTF	AZ LENGTHY TRIAL FUND	\$420.00				\$420.00	\$21.00
		ZFEE	BASE FEES (GENERAL FUND)	\$4426.76				\$4426.76	\$221.34
		ZFINE	BASE FINES	\$2736.35		\$280.00		\$3016.35	\$150.82
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$445.03		(\$50.00)		\$395.03	\$19.75
		ZCEF	CLEAN ELECTIONS FUND	\$271.87				\$271.87	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$57.00				\$57.00	\$2.85
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$3.00				\$3.00	\$0.15
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$36.02				\$36.02	\$1.80
		ZJDET	COUNTY JUV DETENTION	\$60.12				\$60.12	\$3.01
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2139.09				\$2139.09	\$106.95
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1286.73		\$29.86		\$1316.59	\$65.83
		ZDNAS	DNA STATE SURCHARGE	\$117.98				\$117.98	\$5.90
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$943.56				\$943.56	\$47.18
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$269.59				\$269.59	\$13.48

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$90.85				\$90.85	\$4.54
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1324.96				\$1324.96	\$66.25
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$51.98				\$51.98	\$2.60
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$182.77				\$182.77	\$9.14
		ZDCRT	DRUG COURT FEE FUND	\$160.00		\$40.00		\$200.00	\$10.00
		ZDUIA	DUI ABATEMENT FUND	\$560.30				\$560.30	\$28.02
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$313.43				\$313.43	\$15.67
		ZWITN	EXPERT WITNESS FUND	\$780.00				\$780.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$33.88				\$33.88	\$1.69
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$9.43				\$9.43	\$0.47
		ZEXT	EXTRADITION REIMBURSEMENT	\$927.00				\$927.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$35.00				\$35.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$394.13				\$394.13	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$188.66				\$188.66	\$9.43
		ZCC	GEN JURIS CONCILIATION COURT	\$952.16				\$952.16	\$47.61

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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	ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3910.54		\$623.71		\$4534.25	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$651.75		\$103.95		\$755.70	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1955.26		\$311.85		\$2267.11	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$57.70		\$57.70	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1050.73				\$1050.73	\$52.54
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2386.90				\$2386.90	\$119.35
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$134.75		\$47.79		\$182.54	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$250.25		\$88.74		\$338.99	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$5.00		\$9.70		\$14.70	\$0.74
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$150.00		\$1008.79		\$1158.79	\$57.94
		ZJS	JUVENILE PROBATION SERV FEES	\$30.08				\$30.08	\$1.50
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$355.55		\$7.14		\$362.69	\$18.13
		ZMISC	MISCELLANEOUS FEES	\$62.78				\$62.78	\$3.14

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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	ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$4.00				\$4.00	\$0.20
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$20.97		\$4.00		\$24.97	\$1.25
		ZPP	PASSPORT APPLICATION FEES	\$1100.00				\$1100.00	\$55.00
		ZPCOF	PRISON CONSTRUCTION AND	\$538.00				\$538.00	\$26.90
		ZPRS6	PROB SURCH 2006	\$10.46				\$10.46	\$0.52
		ZPBA	PROBATION FEE ADULT	\$8496.57		\$812.25		\$9308.82	\$465.44
		ZPUBZ	PUBLIC DEFENDER FEES	\$145.00				\$145.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$3152.98				\$3152.98	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$66.83				\$66.83	\$3.34
		ZSTAT	STATE TREASURER - GENERAL FUND	\$13.45				\$13.45	\$0.67
		ZTECH	TECHNICAL REGISTRATION FUND	\$52.62				\$52.62	\$2.63
		ZVAF	VICTIMS ASSISTANCE FUND	\$236.25				\$236.25	\$11.81
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$108.00		\$200.00		\$308.00	\$15.40
		ZGFDU	XTRA DUI ASSMT	\$50.00				\$50.00	\$2.50
		ZPRS9	ZPRS9	\$175.32		\$35.00		\$210.32	\$10.52
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$15.00				\$15.00	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

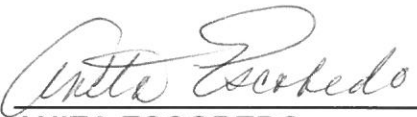
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$5799.00		\$3369.65		\$9168.65	\$0.00
Total:				\$76562.45		\$0.00		\$76562.45	\$1822.78
LESS SHADED AREAS:								25,121.80	
								\$ 51,440.65	
LESS F.A.R.E:								- 429.13	
								\$ 51,011.52	

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STATE OF ARIZONA)
)
County of Gila) ss:

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 DECEMBER, 2015.


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

SUBSCRIBED AND SWORN to before me this 11TH day of JANUARY 2016.


Vicki S. Aguilar
Chief Deputy

ARF-3578

Consent Agenda Item

4. G.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: January 5, 2016 and January 19, 2016

Submitted For: Marian Sheppard, Clerk of the Board

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

Information

Subject

January 5, 2016, and January 19, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the January 5, 2016, and January 19, 2016, Board of Supervisors' meeting minutes.

Attachments

01-19-16 BOS Meeting Minutes

01-05-16 BOS Meeting Minutes

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

Date: January 19, 2016

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; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

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. Jacque Sanders led the Pledge of Allegiance and Pastor Max Brann of the Mountain Bible Church in Payson delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the State of Arizona by Treasurer's Deed in the year 2015.

Michael Pastor, District II Supervisor, advised that he would read each parcel number, provide a brief description, and call for bids three times on each parcel. If there are no bids he will move to the next parcel number. If there is a bid the Board will vote to accept the bid [the minimum bid is the lien amount] for each parcel separately.

There were no bids submitted for the following parcels: 101-07-051; 101-07-208; 201-08-008R; 201-09-019D; 201-10-034; 201-10-099; 206-10-068K; 206-19-223A; 206-22-073; 207-05-002B; 207-06-079; 207-10-017C; 207-15-286.

Two properties were sold and the Board issued a separate vote on each parcel, as follows:

207-06-141 - Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a bid from Bidder #7 in the amount of \$518.07, which is the lien amount.

207-08-079 - Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted a bid from Bidder #6 in the amount of \$3,481.55, which is the lien amount.

Chairman Pastor advised the two bidders to meet with Marian Sheppard, Clerk of the Board, after the meeting to further process the purchase transactions.

B. Information/Discussion/Action to approve an Intergovernmental Agreement for the establishment and maintenance of a Regional Mass Communication System between Pinal County, Gila County, Graham County and Greenlee County, which allows for the implementation of the Everbridge Mass Communication and Notification System in Gila County as well as the other counties named in the agreement.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that the Board of Supervisors approved joining the East Region which is comprised of Pinal, Gila, Graham, and Greenlee Counties in order to apply for a State Homeland Security Grant to purchase the Everbridge Mass Communication System (Everbridge). The application was submitted by Pinal County Emergency Management. The grant was awarded to Pinal County to be used in said East Region, and those funds were made available on January 1, 2016. An Intergovernmental Agreement (IGA) was prepared by Pinal County which identifies two working groups among the four counties; 1) a system utilization group with representatives from Law Enforcement, Fire and EMS (Emergency Medical Services) and Emergency Management to choose a preferred mass communication system and the applications of that system to be used in each county; and, 2) a technical committee which shall have representatives from Information Technology, and the Dispatch Center to work with the selected vendor for the mass communication system "build out" and implementation in each of the counties. The IGA is to identify these two working groups in each of the counties.

Chairman Pastor asked for clarification regarding the cost as stated in the two quotes attached to this agenda item and the terms of the IGA. Mr. O'Driscoll stated that the \$112,000 in the price quote represents the cost of implementation for the first year and is paid by the Homeland Security grant. The following years would be at a cost of \$18,000 to Gila County per year for three years. The County may choose to opt out of this IGA each year. The \$18,000 annual fee is based on the number of households in Gila County and will not change if one of the other counties opts out of the IGA.

Chairman Pastor inquired if Everbridge would help with network communication issues within the County. Mr. O'Driscoll stated that Everbridge has the ability to

assist with communication throughout the County even if the County network is down. Everbridge works with the Federal Emergency Management Agency using cell phone towers to send messages to residents in the County when necessary. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement for the establishment and maintenance of a Regional Mass Communication System between Pinal County, Gila County, Graham County and Greenlee County, which allows for the implementation of the Everbridge Mass Communication and Notification System in Gila County as well as the other counties named in the agreement.

C. Information/Discussion/Action to authorize the submission of an amendment to the Arizona Department of Emergency Management 2015 Application for Emergency Management Performance Grant Funds to increase the grant amount by \$30,000, from \$160,000 to \$190,000, of which the general fund match of \$110,000 remains unchanged and the soft match of volunteer hours increases from \$50,000 to \$80,000 for the contract period 7/1/15 to 6/30/16.

Mr. O'Driscoll stated that there is a federal guideline that the County is utilizing for grant applications which allows the County to capture volunteer hours. In doing so, over \$30,000 worth of volunteer hours are reported to the Department of Emergency Management for a soft match and is commensurate with \$30,000 in funding. Ultimately, this increases the amount of the grant funding without increasing the general fund match amount for this grant. Therefore, an amendment is required to request and receive the additional grant funding in the amount of \$30,000. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission of an amendment to the Arizona Department of Emergency Management 2015 Application for Emergency Management Performance Grant Funds.

D. Information/Discussion/Action to adopt Resolution 16-01-02 authorizing the disposal of an unnecessary public roadway being a portion of S. Burnham Street, Midland City, Official Map No. 48, Gila County Records; and authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, quit claim deed conveying the abandoned roadway to Jarrett Amado.

Steve Sanders, Public Works Division Director, stated that on December 15, 2015, the Board of Supervisors accepted a bid in the amount of \$35 from Jarrett Amado for the purchase of a portion of S. Burnham Street. Mr. Amado's bid met the minimum bid requirements of the current Gila County policy regarding abandonment of roadways in Gila County. The resolution and quit claim deed have been prepared and execution of these, upon approval of the Board, would complete the conveyance of the unnecessary public roadway as described above to Mr. Amado. Upon motion by Vice-Chairman Martin, seconded by Supervisor

Marcanti, the Board unanimously adopted Resolution 16-01-02, and authorized the Chairman's signature on the quit claim deed. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office.)**

Item 3 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the Health and Emergency Services Division's 2015 Multi-Jurisdiction Hazard Mitigation Plan award from the Arizona Department of Emergency and Military Affairs in the amount of \$30,000 federal share with a \$10,000 non-federal match requirement. This funding will be used to review and update our existing Gila County Multi-Jurisdictional Hazard Mitigation Plan which is intended to reduce the magnitude of future disasters throughout Gila County, while remaining compliant with federal requirements.

B. Approval of Amendment No. 5 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC, to increase the current contract amount by \$10,000, from \$110,000 for a new total contract amount of \$120,000 for the contract term of January 7, 2015, to January 6, 2016.

C. Acknowledgment of the October 2015 monthly activity report submitted by the Recorder's Office.

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

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

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

G. Acknowledgment of the Human Resources reports for the weeks of December 1, 2015, December 8, 2015, December 15, 2015, December 22, 2015, and December 29, 2015.

DECEMBER 1, 2015

DEPARTURES:

1. Jordan Reardon – Sheriff's Office – Detention Officer – 11/22/15 – General Fund – DOH 09/01/14
2. Lauren Molzen – Health and Emergency Services – Animal Care Worker 11/23/15 – Rabies Control Fund – DOH 11/02/15

DEPARTMENTAL TRANSFERS:

3. Mariah Campagna – From Sheriff's Office – To Health and Emergency Services – From Detention Officer – To Community Health Specialist – 12/07/15 – From General Fund – To Teen Pregnancy Prevention Services Fund – Replacing Chris Phillips

REQUEST TO POST:

4. Health and Emergency Services – Animal Care Worker – Vacated by Lauren Molzen

DECEMBER 8, 2015

NEW HIRES:

1. Gerald Irish – Public Works – Construction Project Manager – 12/14/15 – Public Works Fund – Replacing Michael Gillette
2. Rubin Mays – Sheriff's Office – Detention Officer – 12/14/15 – General Fund – Replacing Jason Fajardo
3. Jonica Flores – Sheriff's Office – Detention Officer – 12/14/15 – General Fund – Replacing Jack Mathews
4. James Bonnie – Sheriff's Office – Deputy Sheriff – 12/14/15 – General Fund – Replacing Jacob Delecki
5. Marylyn Lee- Sheriff's Office – Records Clerk – 12/14/15 – General Fund – Replacing Rose Holiday
6. Savannah Jewell – Sheriff's Office – 911 Dispatcher – 12/14/15 – General Fund – Replacing Margaret Meares
7. Samantha Trimble – Sheriff's Office – Detention Officer – 12/14/15 – General Fund – Replacing Mary Charles

TEMPORARY HIRES TO COUNTY SERVICES:

8. Lieneke Mellema – Sheriff's Office – Temporary Accounting Clerk Specialist – 12/14/15 – General Fund

END PROBATIONARY PERIOD:

9. Cassidy Smith – Sheriff's Office – Detention Officer – 12/22/15 – General Fund
10. Brittney Griego – Sheriff's Office – Detention Officer – 12/15/15 – General Fund

DECEMBER 15, 2015

DEPARTURES:

1. Donald Hayes III – Sheriff's Office – 911 Dispatcher – 12/02/15 – General Fund – DOH 11/09/15

NEW HIRES:

2. Elliana Cabrera – Sheriff's Office – 911 Dispatcher – 12/21/15 – General Fund – Replacing Jordan Klabbatz

END PROBATIONARY PERIOD:

3. Michael Scannell – Board of Supervisors – Deputy County Manager – 01/28/16 – General Fund

4. Diane Buechner – Assessor’s Office – Assessor’s Aide – 12/29/15 – General Fund
5. Antonella Campos – Public Fiduciary – Public Fiduciary Services Specialist – 01/13/16 – General Fund

DEPARTMENTAL TRANSFERS:

6. Stephanie Chaidez – From Public Fiduciary – To Finance – From Administrative Clerk – To Buyer – 12/21/15 – General Fund – Replacing Joni Erwin

REQUEST TO POST:

7. Recorder’s Office – Recorder’s Clerk Senior – Vacated by Yvonne House
8. Public Fiduciary – Administrative Clerk – Vacated by Stephanie Chaidez

DECEMBER 22, 2015

DEPARTURES:

1. Sabrina Falquez – Probation – Juvenile Detention Officer – 12/27/15 – General Fund – DOH 02/23/15

END PROBATIONARY PERIOD:

2. B. Todd Whitney – Health and Emergency Services – Emergency Management Communications Coordinator – 01/20/16 – General Fund
3. Lacey Mata – Probation – Juvenile Detention Officer – 01/19/16 – General Fund
4. Raymond Armington – Public Works – Automotive Service Worker – 12/30/15 – Public Works Fund
5. Dan McKeen – Superior Court – CASA Coordinator – 01/20/16 – Court Appointed Special Advocate Fund
6. Susan Aliprandini – School Superintendent’s Office – Account Clerk Senior – 12/29/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Amber Warden – From Sheriff’s Office – To Finance – From Executive Administrative Assistant – To Accountant Senior – 01/04/16 – General Fund – Replacing Stacie Allison
8. Kassandra Seaver – Recorder’s Office – From Recorder’s Clerk – To Recorder’s Clerk Senior – 12/16/15 – General Fund – Replacing Yvonne House
9. Eric Dawson – Probation – From Juvenile Detention Officer (.48) – To Juvenile Detention Officer – 12/28/15 – General Fund – Replacing Sabrina Falquez

REQUEST TO POST:

10. Recorder’s Office – Recorder’s Clerk – Vacated by Kassandra Seaver
11. Elections – Voter Outreach Coordinator – Vacated by Josephine Goode

DECEMBER 29, 2015

DEPARTURES:

1. Josephine Goode – Elections – Voter Outreach Coordinator – 12/31/15 – General Fund – DOH 08/04/03

2. Megan Dillon – Sheriff’s Office – Public Health Nurse – 11/09/15 – General Fund – DOH 11/09/15
3. Arthur Decker – Sheriff’s Office – Detention Officer – 12/21/15 – General Fund – DOH 12/21/09
4. Leitha Griffin – Community Services – Administrative Assistant – 12/31/15 – Various Funds – DOH 08/12/13

NEW HIRES:

5. Jacob Berttunen – Globe Regional Justice Court – Accounting Clerk Senior – 01/11/16 – General Fund – Replacing Susan Williams

END PROBATIONARY PERIOD:

6. Steven Sanders – Public Works – Public Works Director – 01/13/16 – Public Works Fund

OTHER ACTIONS:

7. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 07/01/15 – Various Funds – Change in fund codes

REQUEST TO POST:

8. Community Services – Administrative Assistant – Vacated by Leitha Griffin
9. Community Services – Administrative Clerk Senior – Vacated by Evelyn Guevera
10. Superior Court – Administrative Clerk Senior – Vacated by Melanie Sabbatino-Tackett

Upon motion by Supervisor Marcanti, seconded by Vice Chairman Martin, the Board unanimously approved Consent Agenda action items 3A – 3G.

Item 4 – 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.

Item 5 – 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.

There being no further business to come before the Board of Supervisors,
Chairman Pastor adjourned the meeting at 10:52 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: January 5, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian Sheppard
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; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and, 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. Robert Hickman led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to issue a recommendation to the Arizona Department of Liquor Licenses and Control regarding Gila County Order No. LL-15-06, a new Series 12 restaurant license application submitted by Mark Allen Moppin for M&M Reno Creek Cafe located at 270 S. Old Hwy. 188, Tonto Basin, Arizona.

Marian Sheppard, Clerk of the Board, advised that the County has an internal process whereby the Health Department and Building Safety Department review the application to determine if there are any County-related permitting issues, and the Treasurer reviews the application to determine if the applicant is current on paying property taxes for any property that is owned in Gila County. She reported that there are no County related issues, and that she has not received any letters of objection to this application. Chairman Pastor opened the public hearing; however, there were no comments, so he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously

voted to recommend that the Arizona Department of Liquor Licenses and Control approve the application.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to consider approving a Memorandum of Understanding establishing a partnership between the Industrial Development Authority of Gila County and Gila County government to make application and promote the designation of the Central Arizona Transformation Corridor Promise Zone.

Don McDaniel, County Manager, advised that this agenda item was continued from the Board's December 15, 2015, meeting in order to allow Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, to review a memorandum sent to the County from the Industrial Development Authority's legal counsel. At the December 15th Board meeting, Mr. Dalton explained his concerns with the Memorandum of Understanding and advised that he would not approve the agreement as to form. Supervisor Marcanti commented that he strongly supports this endeavor as it will help the San Carlos Apache Tribe, other entities and Gila County as a whole to receive the Promise Zone designation. Chairman Pastor called upon Linda Gross to speak as she had submitted a public participation form on this agenda item. Ms. Gross stated that as a local business owner and a person who is an advocate for economic growth in the community, she expressed her support of this proposed designation.

Upon motion Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Memorandum of Understanding between Gila County and the Industrial Development Authority of Gila County.

B. Information/Discussion/Action to consider adopting an Order to call for a Special Election to be held May 17, 2016, to elect a new Board of Directors for the Solitude Trails Domestic Water Improvement District.

This agenda item was continued from the Board's December 15, 2015, meeting. Eric Mariscal, Elections Department Director, advised that should the Board of Supervisors decide to adopt this Order to call for a May 17th election of the Solitude Trails Domestic Water Improvement District (STDWID), the deadline is January 18, 2016. Vice-Chairman Martin stated that it is important for the Board to adopt this Order so that a special election can be held on May 17th to elect a new Board of Directors for the STDWID. Chairman Pastor wanted to ensure that the Board of Supervisors would schedule a community meeting with members of the STDWID to which Mr. McDaniel assured the Board that a meeting would be scheduled in the near future. He advised that County staff is

currently working with members of the STDWID to obtain all of the necessary data to ensure that the STDWID continues to operate effectively and efficiently until a new board can be seated.

Chairman Pastor called upon Linda O'Dell, Gila County School Superintendent, to speak as she had submitted a public participation form on this agenda item. Ms. O'Dell advised that she is in support of the Board adopting the Order.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the Order. **(A copy of the Order is permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion/Action to accept the Victims of Crimes Act grant submitted by the Court Appointed Special Advocate Program of Gila County.

Jonathan Bearup, Deputy Court Administrator, introduced this agenda item and asked Dan McKeen, Court Appointed Special Advocate (C.A.S.A.) Coordinator, to present information on the C.A.S.A. program. Mr. McKeen advised that there are 4 C.A.S.A. volunteers in southern Gila County who serve 101 children in out-of-home placements; whereas, there are 14 C.A.S.A. volunteers in northern Gila County who serve 56 children in out-of-home placements. He stated that the County needs to have an enhanced C.A.S.A. volunteer presence in southern Gila County, so that is the reason it is so important to continue to find funding for the C.A.S.A. program, such as this grant award.

Each Supervisor provided comments and offered their support to help this very important program, and they thanked Mr. Bearup and Mr. McKeen for the presentation of information.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted the Victims of Crimes Act grant award.

D. Information/Discussion/Action to approve the on-going Intergovernmental Agreement between Gila County Superior Court Administration and the Arizona Department of Economic Security to provide additional resources that facilitate access and visitation for non-custodial parents and their children.

Mr. Bearup advised that the Arizona Revised Statutes allow the Superior Court to enter into Intergovernmental Agreements (IGAs); however, the Board of Supervisors' policy specifies that all IGAs need to be presented to the Board for approval. He added that, in the past, this particular IGA was not presented to

the Board, but he felt it was important to follow County policy. Mr. Bearup explained the services provided with these grant funds. He added that the reporting requirements for this grant are very stringent; however, because the Superior Court met all of the requirements, the Court qualified for supplemental money for a total of \$11,000. This IGA has been in place for the past two years. Vice-Chairman Martin asked Mr. Bearup if there was any way of knowing whether or not mediation works during divorce proceedings and Mr. Bearup replied that the Superior Court is able to track successes and failures.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved this IGA between Gila County Superior Court Administration and the Arizona Department of Economic Security.

E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 110615-1 - Supplemental Nutrition Assistance Program Education Support Services.

Jeff Hessenius, Finance Division Director, advised that the Board of Supervisors previously authorized the Health Department to submit a grant application and subsequently accept a grant award (Grant No. ADHS15-00004836) in the amount of \$200,638 to provide AzNN (Arizona Nutrition Network), SNAP-Ed (Supplemental Nutrition Assistance Program Education), and Location Implementation Services. In order to meet grant requirements, Gila County is seeking contract support services for the administration of food systems and active living services in alignment with these programs. This Request for Proposals (RFP) will allow Gila County to contract with an Arizona-based organization employing a Registered Dietitian Nutritionist.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of RFP No. 110615-1.

F. Information/Discussion/Action to adopt Resolution No. 16-01-01 authorizing the disposal of an unnecessary public roadway being a portion of S. Marion Canyon (aka Miami Street) adjacent to Lots 22, 23, and 24, Block 43, as shown on Miami Map No. 3, Plat Map No. 25, Gila County Records, Gila County, Arizona and authorize the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of County of Gila, a quit claim deed conveying the abandoned roadway to John R. Stemm and Barbara J. Stemm.

Steve Sanders, Public Works Division Director, advised that previously the Board of Supervisors accepted a bid from John and Barbara Stemm for the purchase of the property. This request is for the Board to adopt the resolution which authorizes the Board Chairman to sign the quit claim deed.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 16-01-01 and authorized the Chairman's signature on the quit claim deed. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

G. Information/Discussion/Action to approve Intergovernmental Agreement No. 110415-Economic Development Grant between Gila County and the City of Globe, whereby the County will disburse \$20,000 to the Globe Active Adult Center to assist in providing and delivering meals to senior citizens in the community through the Meals on Wheels program; 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 advised that the Board of Supervisors has authorized the contribution of funds to the Globe Active Adult Center for many years as it is a very worthy program. The Center receives funding from other sources; however, Mr. McDaniel stated that additional funds are needed in order for the program to continue to work and be successful.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 110415-Economic Development Grant.

H. Information/Discussion/Action to approve the use of the State of Arizona, State Procurement Office Contract No. ADSP012-013788 with SD Crane Builders, Inc. for the construction of interior improvements, exterior improvements and all associated facets of construction on the Copper Administration Building in the amount of \$2,271,632.21 with estimated completion 240 days from the date of the "Notice to Proceed" issued by the County to SD Crane Builders.

Mr. Hessenius advised that on October 6, 2015, the Board approved the job order contract method of construction for this project. He stated that since that time he and members of the County's project team have met with representatives of SD Crane Builders, Inc. Mr. Hessenius recognized members of the team that were present. The Board members held a brief discussion on the details of the project and completion date, which is scheduled for August 1, 2016.

Mr. McDaniel recognized and thanked Michael Scannell, Deputy County Manager, for his leadership efforts to get this project realigned. Mr. Scannell thanked Mr. McDaniel for the compliment and passed on that recognition and gratitude to team members.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the use of the State of Arizona, State Procurement Office Contract No. ADSPO12-013788 with SD Crane Builders, Inc.

I. Information/Discussion/Action to approve the following six Countywide policies to be included in the Countywide Policy Manual that are currently Merit System Rules and Policies: BOS-HRS-120 Standards of Conduct (replaces Rule 6); BOS-HRS-215 Probationary Employment Period (replaces Rule 19); BOS-HRS-405 Performance Appraisal (replaces Rule 20); BOS-HRS-610 Disciplinary Action (replaces Rule 21); BOS-HRS-615 Grievance Process [replaces Rule 22(a)]; and, BOS-HRS-625 Personnel Commission (replaces Rule 3).

Mr. McDaniel advised that the Countywide Policy Committee was formed approximately 3-4 years ago to review new or existing policies being presented to the Board of Supervisors. One of the efforts is to take the existing Gila County Merit System Rules and Policies and convert them to policies; all six of the policies being presented are currently Merit System Rules. He called upon Shelley McPherson, Human Resources Department Director, and she briefly reviewed the changes that were proposed. She added that the Board previously met in a work session at which time each policy was reviewed and discussed in detail with the Board.

Supervisor Marcanti wanted to know the procedure for filling vacancies on the Gila County Personnel Commission. After a brief discussion, it was decided that the policy on Boards, Commissions and Committees (BCCs) (Policy No. BOS-COB-002) should be revised to include a process for the selection of new members or reappointment of members to a BCC. Vice-Chairman Martin also noted that the Board members should be given additional advance notice when there is a vacancy on a BCC. Mr. McDaniel added that it is the responsibility of the Staff Liaison, which is the department head, to notify Board members of any expiring terms of office for existing members or vacancies.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the following six Countywide policies to be included in the Countywide Policy Manual that are currently Merit System Rules and Policies: BOS-HRS-120 Standards of Conduct (replaces Rule 6); BOS-HRS-215 Probationary Employment Period (replaces Rule 19); BOS-HRS-405 Performance Appraisal (replaces Rule 20); BOS-HRS-610 Disciplinary Action (replaces Rule 21); BOS-HRS-615 Grievance Process [replaces Rule 22(a)]; and, BOS-HRS-625 Personnel Commission (replaces Rule 3).

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

A. Approval of a Memorandum of Agreement between Tonto Apache Tribe and the Gila County Sheriff's Office regarding the Arizona Criminal Justice Information System Holder of Record Agreement.

B. Approval of Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 replacing Agreement No. 11-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service in the amount of \$74,400 for the performance period of December 31, 2015, through December 31, 2016.

C. Approval of the adjustment to the appointment of John Perlman as Justice of the Peace Pro Tempore, specifically, the termination of appointment in the Globe Regional Justice Court and the affirmation of appointment in the Payson Regional Justice Court.

D. Approval of FY 2016 Victims' Rights Program Award Agreement No. AG No. 2016-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$33,890 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, for the period July 1, 2015, through June 30, 2016.

E. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADES14-055408) between Gila County and the Arizona Department of Economic Security which will decrease the un-obligated fund balances and will change this contract end date to December 31, 2016, all of which pertain to funding for the former Gila/Pinal Counties Workforce Investment Area.

F. Approval of Arizona Department of Housing (ADOH) Community Development Block Grant Contract No. 108-15 Closeout Report to finalize the contract between the ADOH and the Gila County Division of Community Services, Housing Services, which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.

G. Approval of Arizona Department of Housing (ADOH) Community Development Block Grant Contract No. 103-15 Closeout Report to finalize the contract between the ADOH and the Gila County Division of

Community Services, Housing Services, which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.

H. Approval of revised Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, revising the Itemized Service Budget for Case Management and Community Services whereby the cumulative reimbursement ceiling has been increased from \$451,731 to \$477,916 for the period July 1, 2015, through June 30, 2016.

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

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

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

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

M. Approval of the November 24, 2015, December 1, 2015, and December 15, 2015, Board of Supervisors' meeting minutes.

N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 23, 2015, through November 27, 2015; November 30, 2015, through December 04, 2015; and, December 07, 2015, through December 11, 2015.

O. Approval of finance reports/demands/transfers for the weeks of December 22, 2015, December 29, 2015, and January 5, 2016.

December 22, 2015

\$1,635,143.41 was disbursed for County expenses by check numbers 274122 through 274261.

December 29, 2015

\$266,313.99 was disbursed for County expenses by check numbers 274262 through 274308.

January 5, 2016

\$1,230,973.62 was disbursed for County expenses by check numbers 274309 through 274417. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Chairman Pastor asked for a motion to move Consent Agenda action item number 4-O to the regular agenda for discussion and action. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board voted unanimously to move Consent Agenda action item number 4-O to the regular agenda.

Chairman Pastor called upon Mr. Hessenius to explain the types of financial reports that are associated with this agenda item. Mr. Hessenius explained that the Finance Division compiles two different weekly financial reports that are available for the Board of Supervisors' review. A hard copy of one report contains detailed information regarding payments made by the County for a weekly reporting period. The report that is attached to the meeting agenda contains a condensed version of the hard copy report as follows: check number, payment date, payee name, and transaction amount. Mr. Hessenius apologized to the Board for not providing up to date reports during the last couple of months; however, he explained the reason the reports have not been provided to the Board in a timely manner is because his office is currently under-staffed. After a brief discussion, it was agreed that the weekly financial reports would be immediately brought up to date by the Finance Division and provided to the Board members. It was also agreed that weekly financial reports would not be placed on a Board meeting agenda for Board approval until the Board has had an opportunity to review all of them in advance of the meeting.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action item number 4-O.

Vice-Chairman Martin made a motion to approve the remaining Consent Agenda action item numbers 4-A through 4-N, which was seconded by Supervisor Marcanti. Before the Chairman had an opportunity to ask for the vote, Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief, advised that he did not approve as to form Consent Agenda action item numbers 4-A and 4-B and he offered to explain his reasons for not approving them. Chairman Pastor advised that the official written minutes of this meeting would reflect that Mr. Dalton did not approve as to form Consent Agenda action item numbers 4-A and 4-B due to some legal concerns Mr. Dalton had with language contained in the agreements. Chairman Pastor then asked for a vote

on the motion; all Board members voted in favor of approving Consent Agenda action item numbers 4-A through 4-N.

ITEM 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

ITEM 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member presented information on current events. Mr. McDaniel advised that he did not have any new information to present.

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

A. Move to go into executive session pursuant to A.R.S. § 38-431.03(A) (3) and 38-431.03(A) (4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into executive session at 11:20 a.m. to address agenda item number 7-A.

Chairman Pastor reconvened the regular meeting at 11:50 a.m. and asked for a motion on agenda item number 7-A. For the record: Vice-Chairman Martin had an appointment, so she was not present for the remainder of the meeting. Supervisor Marcanti made a motion to proceed as directed by the County Attorney while in executive session with regard to a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:51 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3551

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: 01/05/16, 01/12/16, 01/19/16, and 01/26/16

Submitted For: Shelley McPherson, HR and Risk Management Director

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

Information

Subject

Human Resources reports for the weeks of January 5, 2016, January 12, 2016, January 19, 2016, and January 26, 2016.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of January 5, 2016, January 12, 2016, January 19, 2016, and January 26, 2016.

Attachments

HR Summary Report

01/05/16 Human Resources Report

01/12/16 Human Resources Report

01/19/16 Human Resources Report

01/26/16 Human Resources Report

Human Resources Action Items

Date

Feb-16

Apr-16

Jun-16

Aug-16

Oct-16

Dec-16

[illegible]

HUMAN RESOURCES ACTION ITEMS
JANUARY 5, 2016

DEPARTURES:

1. David Buffington – Public Works – Building Maintenance Technician Lead – 02/07/16 – Facilities Management Fund – DOH 02/05/96
2. Troy Sessions – Sheriff's Office – Temporary Emergency Response – 09/30/15 – General Fund – DOH 05/17/12
3. Arthur Salcido – Sheriff's Office – Deputy Sheriff Sgt. – 12/31/15 – General Fund – DOH 12/03/85

TEMPORARY HIRES TO COUNTY SERVICES:

4. Robert Gould – Community Development – Temporary Planner – 01/04/16 – General Fund

END PROBATIONARY PERIOD:

5. Austin Payne – Public Works – Automotive Service Worker – 01/06/16 – Public Works Fund

OTHER ACTIONS:

6. Scott Buzan – Community Development – From Chief Building Official – To Community Development Site Supervisor – 12/28/15 – General Fund – Temporary assignment

REQUEST TO POST:

7. Public Works – Building Maintenance Technician Lead – Vacated by David Buffington
8. Superior Court – Part-Time Bailiff

HUMAN RESOURCES ACTION ITEMS
JANUARY 12, 2016

DEPARTURES:

1. Paul Curzon – Assessor's Office – Mapping Technician – 01/07/16 – General Fund – DOH 11/02/15
2. Melanie Sabbatino-Tackett – Superior Court – Administrative Clerk Senior – 12/10/15 – Court Appointed Special Advocate(.50)/Court Improvement Project(.50) Funds – DOH 11/30/15
3. Austin Stratton – Sheriff's Office – Detention Officer – 01/05/16 – General Fund – DOH 03/23/15

NEW HIRES:

4. John Bacon – Public Works – Part-Time Custodian(.85) – 01/19/16 – Facilities Management Fund – Replacing Rebecca Taylor
5. Amy Korth – Recorder's Office – Recorder's Clerk – 01/25/16 – General Fund – Replacing Kassandra Seaver
6. Victora Waynick – Superior Court – Administrative Clerk Senior – 01/11/16 – General Fund
7. Jace Johnson – Public Works – Building Maintenance Technician – 01/19/16 – Facilities Management Fund – Replacing Jerry M. Moore

END PROBATIONARY PERIOD:

8. Patti Dremmer – Public Works – Administrative Clerk Specialist – 01/08/16 – Public Works Fund

DEPARTMENTAL TRANSFERS:

9. Charles Turney – Health and Emergency Services – Community Health Specialist – 01/19/16 – Prescription Drug Overdose Prevent Fund – New grant funded position
10. Duncan Rose – County Attorney's Office – From Deputy County Attorney Senior – To Deputy County Attorney Principal – 01/11/16 – General Fund – Replacing Travis Shield
11. Jessica Oortman – County Attorney's Office – From Deputy County Attorney – To Deputy County Attorney Senior – 01/11/16 – From Drug Prosecution Grant Fund – To General Fund – Replacing Duncan Rose
12. Calley Anderson – County Attorney's Office – Deputy County Attorney – 01/11/16 – From General Fund – To Drug Prosecution Grant Fund – Replacing Jessica Oortman

OTHER ACTIONS:

13. Sylvia Hernandez – Probation – From Probation Operations Manager – To Chief Administrative Officer – 01/11/16 – General Fund

REQUEST TO POST:

14. County Attorney's Office – Deputy County Attorney – Vacated by Calley Anderson
15. Assessor's Office – Mapping Technician – Vacated by Paul Curzon

HUMAN RESOURCES ACTION ITEMS
JANUARY 19, 2016

DEPARTURES:

1. Brent Miller – Sheriff's Office – Detention Officer – 01/05/16 – General Fund – DOH 02/13/12
2. Allen Oswalt – Public Works – Public Works Roads Supervisor – 04/03/16 – Public Works Fund – DOH 07/25/94

NEW HIRES:

3. Mary Charles – Sheriff's Office – Detention Officer – 01/25/16 – General Fund – Replacing Jordan Reardon
4. Donald Hayes III – Sheriff's Office – Detention Officer – 01/25/16 – General Fund – Replacing Mariah Campagna
5. Kristy Johnson – Public Fiduciary – Administrative Clerk – 01/25/16 – General Fund – Replacing Stephanie Chaidez
6. Tracey Helgeson – Sheriff's Office – Public Health Nurse – 01/25/16 – General Fund – Replacing Jessica Madrid

OTHER ACTIONS:

7. Thomas Dando – Public Works – Recycling and Landfill Operations Worker Senior – 01/19/16 – Recycling and Landfill Management Fund – Personal leave of absence
8. Brenda Cova – Probation – Administrative Clerk Senior – 07/01/15 – From Diversion Intake(.75)/Juvenile Standards Probation(.25) Funds – To Diversion Intake(.50)/Juvenile Standards Probation(.50) Funds – Change in fund code percentages
9. Kendall Rhyne – Probation/Superior Court – Chief PO/Court Administrator – 01/11/16 – Various Funds – Change in fund codes

REQUEST TO POST:

10. Sheriff's Office – Property and Evidence Custodian – Vacated by Marcus Teague
11. Health and Emergency Services – Community Health Specialist – Vacated by Charles Turney

HUMAN RESOURCES ACTION ITEMS
JANUARY 26, 2016

DEPARTURES:

1. Howard Shapiro – Sheriff's Office – Special Investigator (.48) – 01/15/16 – General Fund – DOH 07/05/10
2. Clifton Mitchell – Public Works – Recycling and Landfill Operator Worker Senior – 02/21/16 – Recycling and Landfill Management Fund – DOH 07/21/08
3. James Gibson – Public Works – Recycling and Landfill Operator Worker Senior – 01/30/16 – Recycling and Landfill Management Fund – DOH 05/03/12

END PROBATIONARY PERIOD:

4. Susan Pontel – Assessor's Office – Cartography GIS Analyst – 01/27/16 – General Fund
5. Adela Valenzuela – Public Fiduciary – Finance Specialist – 02/24/16 – General Fund
6. Kevan Ford – Community Services – Administrative Clerk Senior – 02/17/16 – CAP(.50)/GEST(.50) Funds
7. Shealene Stidham – Recorder's Office – Voter Registration Coordinator – 01/13/16 – General Fund

DEPARTMENTAL TRANSFERS:

8. John Digman – Public Works – From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 02/01/16 – Public Works Fund – Replacing David Slaughter

REQUEST TO POST:

9. Public Works – Recycling and Landfill Operator Worker Senior – Vacated by Clifton Mitchell

ARF-3554

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: December 18, 2015; December 25, 2015; and January 01, 2016

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 12-18-15; 12-25-15; and 01-01-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 14, 2015, through December 18, 2015; December 21, 2015, through December 25, 2015; and, December 28, 2015, through January 01, 2016.

Attachments

Report for County Manager approved contracts for Weeks Ending 12-18-15, 12-25-15 and 01-01-16

Contract Agreement for installation to floor upgrade

Service Agreement No. 121415-Mountain Retreat Builders

Service Agreement No. 121215-Mountain Retreat Builders

Service Agreement No. 121215-7-Mountain Retreat Builders

Authorization to Utilize State Contract-1309 S. South Street

Authorization to utilize State Contract-5709 S. Russell Road

Service Agreement No. 120915-DSI Recycling Systems, Inc.

Government Obligation Contract-3349111

Service Agreement No. 121215-8-Noble Building

Service Agreement No. 121215-4-Noble Building

Service Agreement No. 121215-5-Noble Building

Service Agreement No. 121215-6-Noble Building

Service Agreement No. 120215-1-Rodriguez Constructions

Modification No. 003-Federal Highway Administration

Service Agreement No. 120215-Earthquest Plumbing

Support & Maintenance Agreement 38781CONSVR-HOV Services

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*December 14, 2015 thru December 18, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
GSA Contract GS07F7199L Modular Solutions	Contract Agreement for Installation to Floor Upgrade	Not to exceed \$40,175.90	12-14-15 to 03-31-16	12-14-15	Expires	Contractor shall perform the installation of the floor upgrade so the building will support the 100# per Sq. Ft. that will be required to meet the stakeholder needs.
121415 Mountain Retreat Builders	Service Agreement No. 121415 Weatherization Project HH#10517	\$7,750.00	12-16-15 to 06-30-16	12-16-15	Expires	Contractor shall provide all materials and labor to blow fiberglass into open attic, remove and replace defective wiring in attic, install switch to turn heater on, patch holes, seal ductwork, seal windows, weatherstrip door, replace hot water heater and stove, for the homeowner.
121215 Mountain Retreat Builders	Service Agreement No. 121215 URRD Project HH#9072	\$2,875.00	12-16-15 to 06-30-16	12-16-15	Expires	Contractor shall provide all materials and labor to remove existing cooler and install new 3500cfm with metal stand on concrete pad, add insulation into hallway ceiling area only, add drywall to ceiling in hallway and add one coat of white paint over new area only, for the homeowner.
121215-7 Mountain Retreat Builders	Service Agreement No. 121215-7 Weatherization Project HH#10549	\$7,500.00	12-16-15 to 06-30-16	12-16-15	Expires	Contractor shall provide all materials and labor to seal ductwork, infiltration, weatherstrip door, and install ADA ramp, for the homeowner.
ADSP012-033368 Western Technologies	Authorization to Utilize State Contract for Environmental Consulting	\$2,194.38	12-16-15 to 01-31-16	12-16-15	Expires	County staff would like to commence the demolition process of the recently purchased property at 1309 S. South Street. Asbestos testing will need to be conducted prior to the demolition beginning.

December 14, 2015 thru December 18, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
ADSP012-033368 Western Technologies	Authorization to Utilize State Contract for Environmental Consulting	\$2,234.38	12-16-15 to 01-31-16	12-16-15	Expires	County staff would like to proceed with the process of selling the property at 5709 S. Russell Road. An environmental testing for asbestos and lead is required before that process can begin.
120915 DSI Recycling Systems, Inc.	Contract No. 120915 Replace Waste Oil Furnace in Gas Shop at Star Valley, AZ	\$8,995.00	12-16-15 to 01-15-16	12-16-15	Expires	Contractor shall provide all materials and labor necessary to replace various components in a waste oil heater in the gas shop in Star Valley, to resolve safety issues from a cracked heat exchanger.
3349111 KS StateBank	Contract No. 3349111 Government Obligation Contract	\$7,791.48 plus tax	36 months from date of delivery	12-16-15	Expires	Purchase of one new BizHub C554e copier for the Gila County Recorder's Office.

December 21, 2015 thru December 25, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121215-8 Noble Building, LLC	Service Agreement No. 121215-8 URRD Project HH#6008	\$1,630.00	12-23-15 to 06-30-16	12-23-15	Expires	Scope of work to include, but not limited to, repair flooring under water heater, clean and prime water heater walls, repair broken glass window, remove existing chimney pipe and patch roof and ceiling where chimney was removed.
121215-4 Noble Building, LLC	Service Agreement No. 121215-4 Weatherization Project HH#10548	\$6,090.00	12-23-15 to 06-30-16	12-23-15	Expires	Scope of work to include, but not limited to, install pellet stove, general repairs, blown duct insulation, fiberglass belly insulation-floor, seal furnace cabinet, repair ductwork, install new window cooler.
121215-5 Noble Building, LLC	Service Agreement No. 121215-5 Weatherization Project HH#7829	\$3,425.00	12-23-15 to 06-30-16	12-23-15	Expires	Scope of work to include, but not limited to, installing thermostat, install case of filters, repair insulation belly, seal ductwork, install correct room vents, weatherstrip doors infiltration, replace exterior water heater wood door, and repair defective skirting.
121215-6 Noble Building, LLC	Service Agreement No. 121215-6 Weatherization Project HH#10550	\$1,270.00	12-23-15 to 06-30-16	12-23-15	Expires	Scope of work to include, but not limited to, seal ducts, seal furnace cabinet (infiltration), replace gas flex line to furnace, install thermostat.
120215-1 Rodriguez Constructions	Service Agreement No. 120215-1 Re-Shingle Building at Fairgrounds	\$5,418.24	12-23-15 to 01-31-16	12-23-15	Expires	Contractor shall provide all materials and labor necessary to re-shingle the roof of a 2003 double-wide modular at the Fairgrounds and re-paper the porch portion.

December 21, 2015 thru December 25, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Modification No. 003 Federal Highway Administration Federal Lands Highway	Modification No. 003 to Federal Lands Highway Agreement No. DTFH68- 13-E-00043	N/A	07-01-13 to 04-30-16	12-23-15	Expires	On July 01, 2013, Gila County entered into an agreement with the Federal Highway Admin, Central Federal Lands Highway Division to construct two bridges on the Houston Mesa Road and one bridge on the Control Road. The current performance period will expire on 12-31-15. Modification No. 003 will extend the performance period to April 30, 2016, with no cost modifications.
120215 Earthquest Plumbing	Service Agreement No. 120215 Verify Septic System at 5709 S. Russell Road, Globe, AZ	\$950.00	12-23-15 to 01-31-16	12-23-15	Expires	Prior to selling the house at 5709 S. Russell Road, the County needs to determine if the septic/leach field is working.

December 28, 2015 thru January 01, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
38781CONSVR HOV Services	Support & Maintenance Agreement	\$860.00	01-19-16 to 01-17-17	12-29-15	Expires	Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Printer, and Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.

CONTRACT AGREEMENT FORM

Contract Name: Prefabricated Structures and Outdoor Smoking Shelters Contract No.: GSA Contract #GS07F0199L

Statement of Mutual Consent and Intent

P.O. #2016-0558 was issued on 11-09-15 in the amount of \$27,500 for the following the design of a complete set of stamped architectural drawings to submit to the State, as required by the Office of Manufactured Housing (OMH).

The floor loads need to be upgraded to conform with State code requirements and to meet the stakeholder needs. Modular Solutions will perform the installation of the upgrade so the building will support the 100# per Sq. Ft. County staff had calculated.

Contract End Date: 12-14-15 to 03-31-16

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$40,175.90

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 16th day of DECEMBER, 2015.

GILA COUNTY


Don E. McDaniel, County Manager

Gila County Finance
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

rev date:
12/08/15

ITEM #	DESCRIPTION	UNIT	RETAIL	DISC %	GSA PRICE	QUANTITY	SUB TOTAL
OMI	STATE OF AZ, TRAVEL/ INSPECTIONS ALLOWANCE - PASS THROUGH (ASSUME 3 TRIPS)	PER MILE	\$0.445	0	\$0.445	540.00	\$240.30
OMI	STATE OF AZ TRAVEL TIME, ASSUME (3) TRIPS ALLOWANCE	PER HOUR	\$82.000	0	\$82.000	24.00	\$1,968.00
OMI	STATE OF AZ , PERMIT FEE ALLOWANCE	LIN FT	\$4.500	0	\$4.500	576.00	\$2,592.00
SET5017	RURAL INSTALLATION 50-100 MILES FROM "METRO"	SEAM	\$2,029.47	0.05	\$1,942.57	4.00	\$7,770.26
SET5020	STEEL PIER / PRECAST PAD**	EA.	\$15.65	0.05	\$14.98	440.00	\$6,591.13
OMI	6 x 6 BEAMS FOR SUPPORT/LABOR & MATERIALS	LIN FT	\$8.50	0.05	\$8.01	1440.00	\$11,540.79
SET 5032	PROJECT MANAGER	WEEKLY	\$1,973.68	0.05	\$1,889.16	2.00	\$3,778.33
SET5033	SITE SUPERINTENDENT	WEEKLY	\$2,315.79	0.05	\$2,216.63	2.00	\$4,433.25
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
SUBTOTAL							\$38,914.07
8.6 % ALL OTHER FEES							\$1,261.83
Bonding Fee Excluded at this time							\$0.00
GRAND TOTAL THIS SCOPE OF WORK							\$40,175.90

**precast pad is treated wood, to match existing already under building, and limited GSA line options

*OMI is open market item

EXCLUSIONS: Anything not listed

Please contact us with any questions:

Mitzi Garcia - Preconstruction

P O Box 15507 - Phoenix, AZ 85060-5507

(800) 441-8577 x 8210

mitzig@mod-sol.com

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. 121415
WEATHERIZATION PROJECT HH#10517
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16TH day of DECEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services 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 121415** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121415** 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 121415**, 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 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 agreement is signed by County Manager, and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$7,750.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121415 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: 12/16/15

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

**SCOPE OF WORK**

Case Number:

BID DATE: December 8, 2015**CONTRACTOR INFORMATION:**Name: Mountain Relief BuildersAddress: 745 E 1st Street
Globe AZ
85501Voice: 928-606-4674

email: _____

Jurisdiction Town of Miami
Census: 4.5

Owner: _____

BID TOTAL \$: 7,750.00
Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

Case#

Page# 2 of 3

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LINE ITEMS - COMPLETE WRITE-UP**General Requirments**

1

\$

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4

\$

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Attic

5

\$ 2,000.00

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. Must follow the SWS Specifications and have rulers every 600 sq feet and a bag count near entry also have a secured bat our high density foam board securely attached to the attic access.

6

\$ 1,450.00

Repair or remove Defective Wiring

Repair or remove and dispose of all defective wiring and replace with new wiring to current NEC code requirements. in attic so that insulation can be safely installed in attic floor.

7

\$ 100.00

Install switch

Install switch compete with all wiring conected to furnace so home owner is abel to turn on unit without

Contractor Bid

Case#

Page# 3 of 3

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crawling thru the attic in order to turn unit on and off.
Weatherization

8

\$ 60.00

Patch Holes

Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house, to reduce the total home cfm #.

9

\$ 250.00

Weather stripping

Install weather stripping on all doors.

10

\$ 200.00

Seal Windows

Seal all windows inside and out. Use caulking around all frames also Replace any broken glass.

11

\$ 1,250.00

Seal Ducts

Patch all holes and cracks in all duct system to meet the WAP SWS for duct sealing which is 1PA. or less per register.

Water Heater

12

\$ 1,100.00

Replace Hot Water Heater

Remove and dispose of old unit and install new 40 gallon energy-efficient unit to code. Also install in new manufactured housing or build a housing sealed and vented properly for the unit that meets or exceeds structural codes.

- 1) Include new shut off valve.
- 2) Install with new water flex lines.
- 3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight
- 4) install to include dielectric unions
- 5) install a new gas flex line.
- 6) verify the CO out put and that is operating correctly and vented properly.

Appliances

13

\$ 850.00

Stove

Replace the old stove with a new, electric ignition model. Gas valve and flex line must be replaced also. Leak test and operate to confirm safe operation.

Job Total Cost: \$ 7,750.00

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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GILA COUNTY
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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. 121215

URRD PROJECT HH#9072

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16th day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services 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 121215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215** 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 121215**, 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 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 on June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$2,875.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.


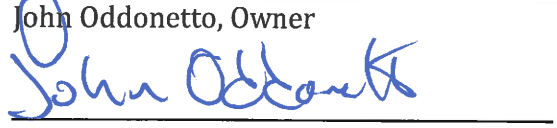
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS 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

MOUNTAIN RETREAT BUILDERS


John Oddonetto, Owner

Print Name

Charge to URRD
HH# 9072

Item #	DESCRIPTION
1	Repair miscellaneous health and safety
2	Remove existing cooler and install new 3500cfm wt metal stand on concrete pad
3	Add insulation into hallway ceiling area only
4	Add drywall to ceiling in hallway and add 1coat of white paint over new area only.
TOTAL	
	\$ 2,875.00

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. 121215-7
WEATHERIZATION PROJECT HH#10549
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16TH day of DECEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services 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 121215-7** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215-7** 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 121215-7**, 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 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 agreement is signed by County Manager, and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$7,500.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

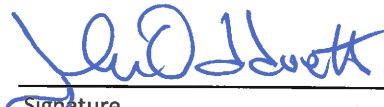
IN WITNESS WHEREOF, Service Agreement No. 121215-7 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 12/16/15

MOUNTAIN RETREAT BUILDERS


Signature
John O'Donnell
Print Name



GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 12-1-2015 Job Number: _____

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501: at 10:00 ☒am ☐pm. The bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER: VERBAL CONTACT

BID AMOUNT:

Nobel building

\$ 9,025.00

Mountain Retreat

\$ 7,500.00

\$ _____

Gabriel Eylicio
Housing Project Coordinator

Bidder Selected: Mountain Retreat

Supervisor Sign-off

Date

12-7-2015

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program



Reasonable accommodations for persons with disabilities may be requested.

Countywide TTY (928) 425-0830

Gila County Housing Services

5515 S. Apache Ave.

P.O. Box 1254

Globe Az. 85502

(928)425 - 7631

**SCOPE OF WORK**

Case Number: _____

BID DATE: _____

CONTRACTOR INFORMATION:

Name: _____

M.R.B. LLC

Address: _____

795 S. Apache Dr

Globe, AZ

85501

Voice: _____

928-606-4674

email: _____

Jurisdiction Town of Payson
Census: 1

Owner: _____

BID TOTAL \$: _____

7,500.00

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

Case#

Page# 2 of 3

Printed on: 12/7/2015 1:49:53 PM

LINE ITEMS - COMPLETE WRITE-UP**General Requirments**

1

\$

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2

\$

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Performance

4

\$

150

Seal Ductwork

Remove all defective material and seal both supply and return with Mastik at least a nickel thick to meet wap standards.

infiltration

5

\$

100

Infiltration

reduce infiltration on home by chalking the marriage seam between the two halves of the double wide touch up paint just the seams you repaired if the home owner provides the paint at the time of sealing.

low cost no cost

6

\$

250

Weatherstrip Door

Install/repair weatherstrip as need for arcadia door not much leakage check for smooth operation.

7

\$

- 0 -

Replace Furnace filters

supply a case of the correct filters need for the unit and return grill.

Contractor Bid

Case#

Page# 3 of 3

Printed on: 12/7/2015 1:49:53 PM

LINE ITEMS - COMPLETE WRITE-UP

Site**8**\$ 7000**Install ADA Ramp**

Install ramp using pressure treated yellow pine materials to ADA specifications. Bottom landing to be at grade level, easily cleaned and readily accessible.

Job Total Cost: \$7,500.00

EXECUTIVE SUMMARY FORM

Contract Name:

Environmental Testing of NAPA Building at 1309 S. South Street

Contract No.:

Arizona Procurement Contract
No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

County staff would like to commence the demolition process of the recently purchased property at 1309 S. South Street. Asbestos testing will need to be conducted prior to the demolition beginning.

Contract End Date: 12-16-15 to 1-31-16

Renewal Option:

☐ Yes
☒ No

Maximum Dollar Limit: \$2,194.38

Contract Information

Firm Name: Western Technologies Inc.

Contact Person: Vicky Aviles

Address: 3737 E. Broadway Road

Phone No: 602-437-3737

City: Phoenix

State: AZ

Fax: _____

Email: vicky.a@wt-us.com

Fund: _____

Type of Funds:

☐ Restricted

Fund Code: _____

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Western Technologies Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 16th day of December, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



December 14, 2015

Gila County Finance
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Environmental Services
Task Assignment Scope of Work
NESHAP Asbestos Survey
Single Family Residence
1309 S. South Street
Globe, Arizona, Gila County

WT Ref. No: 2185PH625

Western Technologies Inc. (WT) is pleased to present this proposal to conduct the asbestos survey at the above referenced site. According to the Gila County Assessor's website the property parcel number for this site is: 205-14-031 and the property is currently owned by Gila County. The assessors' site identifies a structure approximately 970 square feet constructed in 1925 and another 273 square feet constructed in 1945. The County identified a single structure approximately 1,083 square feet. WT is assuming for the sake of this proposal that there is a single family structure with possible differing construction dates for add-on. It is our understanding that this site is scheduled for demolition. Therefore, our quote also includes a composite sample of representative waste stream materials for analysis by Toxicity Characterization Leachate Process (TCLP) for lead.

Our services will be conducted following the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) for conducting asbestos inspections and the National Emission Standards for Hazardous Air Pollutants (NESHAP) for the identification of asbestos containing materials (ACMs) prior to plan disturbance by demolition.

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADS-012-033368. Please review the attached spreadsheet for cost summary.

Scope of Work

- WT will provide EPA certified asbestos inspectors to visit the site. A floor plan diagram of the structure will be prepared and each space within the structure will be assigned a functional space identification number. The inspector will identify suspect asbestos containing building materials within the functional spaces and document the quantity, current condition, potential for disturbance, and full description by color, shape, and matrix. The inspector will collect minimum 3

samples of each suspect ACM. We will follow the EPA's 3, 5, 7 rule for the collection of samples from friable surfacing materials such as spray applied acoustical ceiling spray and/or fire-proofing. The information will be recorded onto our field data sheets and also onto a chain-of-custody form which will accompany the samples to the analyzing laboratory.

- Sample analysis will be by phase light microscopy (PLM) by an independent NVLAB accredited laboratory. The sample analytical turn-around-time is 1-3 days.
- A single composite sample will be collected of building materials representing the potential waste stream for analysis by TCLP for lead. The analytical turn-around-time is 5 days.
- WT will prepare a written inspection report that will include our field data sheets, floor plan diagram, chain-of-custody forms, laboratory report, inspector(s) certification(s), and photographic log.

Project Approach

WT did not visit the site prior to preparation of this proposal. We did review aerial photographs and the Gila County Assessor's website to glean information regarding the structure. The estimated number of samples, as per the attached spreadsheet, is based on our knowledge of building construction and use.

Experience of Staff


WT will provide experienced EPA accredited inspectors for asbestos from either our Phoenix or Tucson office to conduct these tasks. Vicky Aviles will be the Project Manager for this project and is current with EPA accreditations to include: inspector (asbestos/lead), management planner, contractor/supervisor, and designer (asbestos/lead). Ms. Aviles is also NIOSH 586 PCM analyst and director of the WT Phoenix fibers laboratory.

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included the spreadsheet of our costs, attached.

Schedule

WT anticipate that the inspection be completed in one working day utilizing two inspectors during a normal workweek (Monday-Friday; 8 AM – 8 PM).

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Sincerely,
WESTERN TECHNOLOGIES INC.
Environmental Services

Vicky L. Aviles, AEP, CIAQM
Environmental Project Manager
Via/Attachment

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

NESHAP ASBESTOS SURVEY, SINGLE FAMILY RESIDENCE, 1309 S. SOUTH STREET, GLOBE, ARIZONA

ITEM	PERSONNEL CLASSIFICATION	Unit Rate	Time Required	Extended Fees
	ASBESTOS SUPPORT SERVICES			
3	Level I - Standard	\$ 42.00		\$ -
4	Level I - Premium Rate	\$ 45.00		\$ -
5	Level II -Standard	\$ 43.00		\$ -
6	Level II - Premium Rate	\$ 46.00		\$ -
7	Level III -Standard	\$ 45.00	2	\$ 90.00
8	Level III - Premium Rate	\$ 48.00		\$ -
	ASBESTOS FIELD SERVICES			
9	Level I -Standard	\$ 50.00		\$ -
10	Level I - Premium Rate	\$ 53.00		\$ -
11	Level II -Standard	\$ 52.00		\$ -
12	Level II - Premium Rate	\$ 55.00		\$ -
13	Level III -Standard (12 hours travel/inspection and 4 hours report)	\$ 55.00	16	\$ 880.00
14	Level III - Premium Rate	\$ 58.00		\$ -
	ASBESTOS PROFESSIONAL PERSONNEL			
15	Level IV - Standard	\$ 60.00		\$ -
16	Level IV - Premium	\$ 63.00		\$ -
17	Level I - Standard	\$ 65.00		\$ -
18	Level I - Premium Rate	\$ 70.00		\$ -
19	Level II -Standard	\$ 75.00		\$ -
20	Level II - Premium Rate	\$ 80.00		\$ -
21	Level III - Standard Rate	\$ 120.00	2	\$ 240.00
22	Level III -Premium Rate	\$ 125.00		\$ -
	LEAD-BASED PAINT FIELD SUPPORT SERVICES			
23	Level I - Standard	\$ 42.00		\$ -
24	Level I - Premium Rate	\$ 45.00		\$ -
25	Level II -Standard	\$ 43.00		\$ -
28	Level II - Premium Rate	\$ 46.00		\$ -

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

26	Level III -Standard	\$ 45.00		\$ -
27	Level III - Premium Rate	\$ 48.00		\$ -
LEAD-BASED PAINT FIELD SERVICES				
29	Level I -Standard	\$ 50.00		\$ -
30	Level I - Premium Rate	\$ 53.00		\$ -
31	Level II -Standard	\$ 52.00		\$ -
32	Level II - Premium Rate	\$ 55.00		\$ -
33	Level III -Standard	\$ 55.00		\$ -
34	Level III - Premium Rate	\$ 58.00		\$ -
35	Level IV - Standard	\$ 60.00		\$ -
36	Level IV - Premium	\$ 63.00		\$ -
37	Level V - Standard	\$ 65.00		\$ -
38	Level V - Premium	\$ 70.00		\$ -
LEAD-BASED PAINT PROFESSIONAL PERSONNEL				
39	Level I - Standard	\$ 65.00		\$ -
40	Level I - Premium Rate	\$ 70.00		\$ -
41	Level II -Standard	\$ 75.00		\$ -
42	Level II - Premium Rate	\$ 80.00		\$ -
43	Level III -Standard	\$ 115.00		\$ -
44	Level III - Premium Rate	\$ 125.00		\$ -
LABORATORY COSTS				
45	Polarized Light Microscopy (PLM) Bulk Samples - Non Rush	\$ 10.00	83	\$ 830.00
46	Polarized Light Microscopy (PLM) Bulk Samples -Rush	\$ 16.00		\$ -
47	Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count	\$ 34.00		\$ -
48	Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count	\$ 55.00		\$ -
49	Transmission Electron Microscopy (TEM) Bulk Samples Non Rush	\$ 108.00		\$ -
50	Transmission Electron Microscopy (TEM) Bulk Samples -Rush	\$ 125.00		\$ -
51	Transmission Electron Microscopy (TEM) Air Samples Non-Rush	\$ 117.00		\$ -
52	Transmission Electron Microscopy (TEM) Air Samples Rush	\$ 180.00		\$ -
53	Phase Contrast Microscopy (PCM) Air Samples Non-Rush	\$ 10.00		\$ -
54	Phase Contrast Microscopy (PCM) Air Samples Rush	\$ 15.00		\$ -
55	Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis - Lead - Non Rush	\$ 19.50		\$ -

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

56	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush	\$ 29.25		\$ -
57	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush	\$ 100.00	1	\$ 100.00
58	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush	\$ 150.00		\$ -
59	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush	\$ 19.50		\$ -
60	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush	\$ 29.25		\$ -
61	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush	\$ 19.50		\$ -
	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush	\$ 29.25		\$ -
	TRAVEL REIMBURSEMENT			
63	Per Mile (greater than 35 miles from base office) (122.2 miles X \$.44.5 per mile)	\$ 54.38	1	\$ 54.38
	TOTAL			\$ 2,194.38

EXECUTIVE SUMMARY FORM

Contract Name:

Environmental Testing of County Property at 5709 S.
Russell Road in Globe, AZ

Contract No.:

Arizona Procurement Contract
No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

Staff would like to begin the process to sell the single family residence property which was purchased by the County in March 2014, at 5709 S. Russell Road in Globe, AZ. Prior to selling it, asbestos testing on the structure needs to be performed.

Contract End Date:

12-16-15 to 1-31-16

Renewal Option:

☐ Yes
☒ No

Maximum Dollar Limit:

\$2,234.38

Contract Information

Firm Name:

Western Technologies Inc.

Contact Person:

Vicky Aviles

Address:

3737 E. Broadway Road

Phone No:

602-437-3737

City:

Phoenix

State:

AZ

Fax:

Email:

vicky.a@wt-us.com

Fund:

Type of Funds:

☐ Restricted

Fund Code:

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review:

n/a

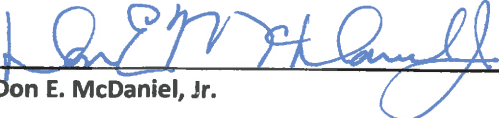
Date Returned:

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Western Technologies Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 16th day of December, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



Western Technologies Inc. • 3737 East Broadway Road • Phoenix AZ 85040 • 602 437 3737 • wt-us.com

December 14, 2015

Gila County Finance
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Environmental Services
Task Assignment Scope of Work
NESHAP Asbestos Survey
Single Family Residence
5709 s. Russell Road
Globe, Arizona, Gila County

WT Ref. No: 2185PH626

Western Technologies Inc. (WT) is pleased to present this proposal to conduct the asbestos survey at the above referenced site. According to the Gila County Assessor's website the property parcel number for this site is: 207-07-053 and the property is currently owned by Gila County. The assessors' site identifies a structure (ranch style) approximately 1,904 square feet constructed in 1930. It is our understanding that this site is scheduled for renovation and re-sell. Therefore, our quote also includes a comprehensive lead-based paint inspection utilizing a direct reading lead analyzer, NITON XRF.

Our services will be conducted following the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) for conducting asbestos inspections and the National Emission Standards for Hazardous Air Pollutants (NESHAP) for the identification of asbestos containing materials (ACMs) prior to plan disturbance by plan renovation.

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADS-012-033368. Please review the attached spreadsheet for cost summary.

Scope of Work

- WT will provide EPA certified asbestos inspector and lead-based paint inspector/risk assessor to visit the site. A floor plan diagram of the structure will be prepared and each space within the structure will be assigned a functional space identification number. The inspector will identify suspect asbestos containing building materials within the functional spaces and document the quantity, current condition, potential for disturbance, and full description by color, shape, and matrix. The inspector will collect minimum 3 samples of each suspect ACM. We will follow the EPA's 3, 5, 7 rule for the collection of samples from friable surfacing materials such as spray applied acoustical ceiling spray and/or fire-proofing. The information will be

recorded onto our field data sheets and also onto a chain-of-custody form which will accompany the samples to the analyzing laboratory.

- Sample analysis will be by phase light microscopy (PLM) by an independent NVLAB accredited laboratory. The sample analytical turn-around-time is 1-3 days.
- WT will utilize the XRF to test each painted surface indoors and outdoors for the identification of lead-based paint. If lead is identified on the buildings' exterior, we will collect a single soil composite from the buildings dripline for analysis for lead content. The survey does not include a risk assessment since the structure is slated for demolition.
- WT will prepare a written inspection report that will include our field data sheets, floor plan diagram, chain-of-custody forms, laboratory report, inspector(s) certification(s), and photographic log.

Project Approach

WT did not visit the site prior to preparation of this proposal. We did review aerial photographs and the Gila County Assessor's website to glean information regarding the structure. The estimated number of samples, as per the attached spreadsheet, is based on our knowledge of building construction and use.

Experience of Staff


WT will provide experienced EPA accredited inspectors for asbestos from either our Phoenix or Tucson office to conduct these tasks. Vicky Aviles will be the Project Manager for this project and is current with EPA accreditations to include: inspector (asbestos/lead), management planner, contractor/supervisor, and designer (asbestos/lead). Ms. Aviles is also NIOSH 586 PCM analyst and director of the WT Phoenix fibers laboratory.

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included the spreadsheet of our costs, attached.

Schedule

WT anticipate that the inspection be completed in one working day utilizing two inspectors during a normal workweek (Monday-Friday; 8 AM – 8 PM).

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Sincerely,
WESTERN TECHNOLOGIES INC.
Environmental Services

Vicky L. Aviles, AEP, CIAQM
Environmental Project Manager
Via/Attachment

STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE

NESHAP ASBESTOS SURVEY, SINGLE FAMILY RESIDENCE, 5709 S. RUSSELL ROAD, GLOBE, ARIZONA

ITEM	PERSONNEL CLASSIFICATION ASBESTOS SUPPORT SERVICES	Unit Rate	Time Required	Extended Fees
3	Level I - Standard	\$ 42.00		\$ -
4	Level I - Premium Rate	\$ 45.00		\$ -
5	Level II -Standard	\$ 43.00		\$ -
6	Level II - Premium Rate	\$ 46.00		\$ -
7	Level III -Standard	\$ 45.00	2	\$ 90.00
8	Level III - Premium Rate	\$ 48.00		\$ -
	ASBESTOS FIELD SERVICES			
9	Level I -Standard	\$ 50.00		\$ -
10	Level I - Premium Rate	\$ 53.00		\$ -
11	Level II -Standard	\$ 52.00		\$ -
12	Level II - Premium Rate	\$ 55.00		\$ -
13	Level III -Standard (12 hours travel/inspection and 4 hours report)	\$ 55.00	16	\$ 880.00
14	Level III - Premium Rate	\$ 58.00		\$ -
	ASBESTOS PROFESSIONAL PERSONNEL			
15	Level IV - Standard	\$ 60.00		\$ -
16	Level IV - Premium	\$ 63.00		\$ -
17	Level I - Standard	\$ 65.00		\$ -
18	Level I - Premium Rate	\$ 70.00		\$ -
19	Level II -Standard	\$ 75.00		\$ -
20	Level II - Premium Rate	\$ 80.00		\$ -
21	Level III - Standard Rate	\$ 120.00	2	\$ 240.00
22	Level III -Premium Rate	\$ 125.00		\$ -
	LEAD-BASED PAINT FIELD SUPPORT SERVICES			
23	Level I - Standard	\$ 42.00		\$ -
24	Level I - Premium Rate	\$ 45.00		\$ -
25	Level II -Standard	\$ 43.00		\$ -
28	Level II - Premium Rate	\$ 46.00		\$ -

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

26	Level III -Standard	\$ 45.00		\$ -
27	Level III - Premium Rate	\$ 48.00		\$ -
LEAD-BASED PAINT FIELD SERVICES				
29	Level I -Standard	\$ 50.00		\$ -
30	Level I - Premium Rate	\$ 53.00		\$ -
31	Level II -Standard	\$ 52.00		\$ -
32	Level II - Premium Rate	\$ 55.00		\$ -
33	Level III -Standard	\$ 55.00		\$ -
34	Level III - Premium Rate	\$ 58.00		\$ -
35	Level IV - Standard	\$ 60.00		\$ -
36	Level IV - Premium	\$ 63.00		\$ -
37	Level V - Standard	\$ 65.00		\$ -
38	Level V - Premium	\$ 70.00		\$ -
LEAD-BASED PAINT PROFESSIONAL PERSONNEL				
39	Level I - Standard	\$ 65.00	2	\$ 130.00
40	Level I - Premium Rate	\$ 70.00		\$ -
41	Level II -Standard	\$ 75.00		\$ -
42	Level II - Premium Rate	\$ 80.00		\$ -
43	Level III -Standard	\$ 115.00		\$ -
44	Level III - Premium Rate	\$ 125.00		\$ -
LABORATORY COSTS				
45	Polarized Light Microscopy (PLM) Bulk Samples - Non Rush	\$ 10.00	74	\$ 740.00
46	Polarized Light Microscopy (PLM) Bulk Samples -Rush	\$ 16.00		\$ -
47	Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count	\$ 34.00		\$ -
48	Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count	\$ 55.00		\$ -
49	Transmission Electron Microscopy (TEM) Bulk Samples Non Rush	\$ 108.00		\$ -
50	Transmission Electron Microscopy (TEM) Bulk Samples -Rush	\$ 125.00		\$ -
51	Transmission Electron Microscopy (TEM) Air Samples Non-Rush	\$ 117.00		\$ -
52	Transmission Electron Microscopy (TEM) Air Samples Rush	\$ 180.00		\$ -
53	Phase Contrast Microscopy (PCM) Air Samples Non-Rush	\$ 10.00		\$ -
54	Phase Contrast Microscopy (PCM) Air Samples Rush	\$ 15.00		\$ -
55	Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis - Lead - Non Rush	\$ 19.50		\$ -

STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE

56	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush	\$ 29.25		\$ -
57	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush	\$ 100.00	1	\$ 100.00
58	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush	\$ 150.00		\$ -
59	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush	\$ 19.50		\$ -
60	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush	\$ 29.25		\$ -
61	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush	\$ 19.50		\$ -
	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush	\$ 29.25		\$ -
	TRAVEL REIMBURSEMENT			
63	Per Mile (greater than 35 miles from base office) (122.2 miles X \$.44.5 per mile)	\$ 54.38	1	\$ 54.38
	TOTAL			\$ 2,234.38

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. 120915
REPLACE WASTE OIL FURNACE IN GAS SHOP AT STAR VALLEY, ARIZONA

THIS AGREEMENT, made and entered into this 16TH day of DECEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DSI Recycling Systems, Inc., of the City of Sullivan, State of Illinois, 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 **Public Works Director** 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 120915** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 120915** 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 120915**, 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 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 from that date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$8,995.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

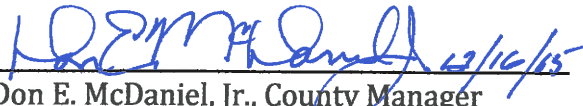
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS 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

DSI RECYCLING SYSTEMS, INC.


Authorized Signature


Print Name



SALES PROPOSAL

Telephone: 800-824-4115 • Fax: 888-626-7843

Ship To ATTN SHANNON COONS
Gila County Public Works - Timber Bill To Date 12-3-15
5320 E Hwy 260 Gila County Finance
Star Valley, Az. 1400 E Ash St
85541 Globe, Az 85501
Phone 928-402-9521, Fax 928-425-8104

Clean Burn Multi Oil Furnace Model Replace CB-2800 - WCB 2500

Complete with: remote oil transfer pump, washable 100 micron oil filter, brass check valve, vacuum and pressure gauges, barometric damper, wall mounted thermostat, and manual.

Insulated Stainless Steel Chimney Will use existing chimney

Installation as per Basic Installation Guide N°

- (1) CB-2500 Waste Oil Furnace \$6995⁰⁰
 - (2) Will use existing Stove Pipe and Chimney
 - (3) Installation + Removal of old unit \$2000⁰⁰
 - (4) Freight (If offer accepted in 15 days I will pay freight) 490⁰⁰
 - (5) Tax Self Assessed
 - (6) If County doesn't have a lift there will be a additional fee
 - (7) I feel the old unit could be a safety issue
- TOTAL \$ 9485⁰⁰

Terms: If I have A P.O. within 15 days I will Pay Freight At that point Total would be \$ 8995⁰⁰

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Failure to pay this contractor or those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. Applicable taxes extra.

Warranty
~~4 Years~~

Proposed by:

Accepted by:

Date Accepted:

Gary East

Authorized Signature

DSI

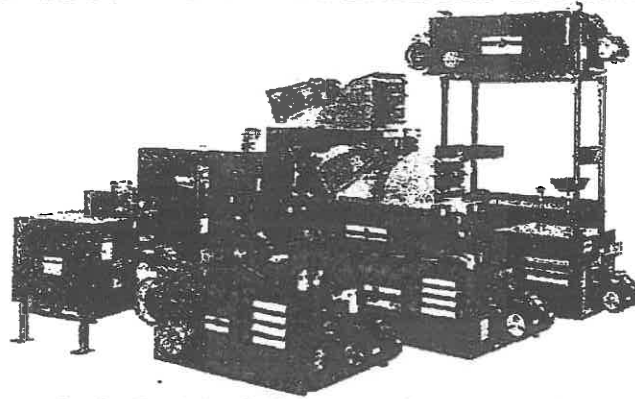
Note: This proposal may be withdrawn if not accepted within 15 days.

Source: _____



Multi Oil Heating Systems - "Proven quality and dependability since 1979"

AZ Used Drain Oil Furnaces & Boilers



Only the Best Used Oil Furnaces in Payson, Arizona

Authorized Sales

We sell used oil boilers and heating systems to a wide variety of businesses throughout the state. Our systems let you safely and economically burn used oil generated on-site.

For Sales:

Call Gary at (523) 680-2006

Email: garyeast@gmail.com

Installation & Maintenance

Our experts provide factory-authorized furnace repair, installation and maintenance services for used oil heating systems. Regular maintenance is vital to ensure that your system is operating properly.

For Installation & Maintenance:

Call Herm at (928) 472-4401

Hours: Mon - Fri 7am to 5pm Afterhours & Emergency Service available

Our Story

Reduce your utility expenses with quality equipment from AZ Used Drain Oil Furnaces & Boilers. Based in Payson, Arizona, we serve business throughout the state. Backed by more than 30 years of experience, we are one of the most reliable and knowledgeable furnace dealers in the industry. Our fully trained and authorized technicians are always honest and can handle any situation.

To SHANNON COONS (Gila County Finance)

FAX # 928-425-8104

FROM GARY EAST ARIZONA CLEAN BURN DISTRIBUTOR

FAX# 928-476-1457

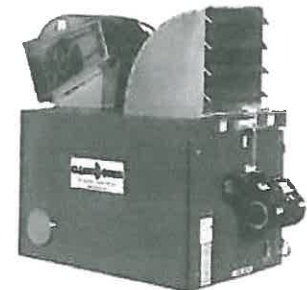
- (1) The old CB-2800 when running properly has approx. 72-75% efficiency
- (2) The new proposed CB-2500 functions at approx. 83% efficiency
- (3) Expected life of unit when properly maintained is approx 15-18 yrs
- (4) The old CB-2800 has been welded and I was told it had a chamber and chimney mis-fire
- (5) I feel with my past experience it is possibly a safety issue

Furnaces **CLEAN BURN**


6 ft. figure
shown for scale

	CB-140	CB-1750	CB-2500
*Maximum BTU/hour	140,000 (41 kW)	175,000 (51.25 kW)	250,000 (73 kW)
*Maximum oil consumption	1.0 GPH (3.8 L/h)	1.2 GPH (4.54 L/h)	1.7 GPH (6.4 L/h)
Fuels	← Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil →		
Air flow output (CFM)	Unit heater 2000 Axial fan Furnace cannot be ducted	Unit heater 1700 Central furnace (ducted) 0.25 SPWC (in.) 1500 0.30 SPWC (in.) 1400	Unit heater 2700 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.40 SPWC (in.) 2400
*Air compressor req'd	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)
Stack size	6 inch dia. (152.4mm dia.)	8 inch dia. (203mm dia.)	8 inch dia. (203mm dia.)
Furnace dimensions, assembled L x W x H (inches) (millimeters)	45" L x 28 W x 20 H (1143 x 711.2 x 508)	83 x 29.25 x 31.5 (2190 x 743 x 787)	103.25 x 29.25 x 31.5 (2623 x 743 x 787)
Approx. weight (Uncrated furnace system)	300 pounds (136.07 kg)	406 pounds (182.7 kg)	509 pounds (229.1 kg)
Electrical requirements	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 30 A circuit breaker

* Values indicated above are nominal. Actual values will vary depending on fuel and installation.

6 ft. figure
shown for scale

	CB-3250	CB-3500	CB-5000
*Maximum BTU/hour	325,000 (95.3 kW)	350,000 (102 kW)	500,000 (146 kW)
*Maximum oil consumption	2.1 GPH (7.91 L/h)	2.5 GPH (9.5 L/h)	3.6 GPH (13.6 L/h)
Fuels	← Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil →		
Air flow output (CFM)	Unit heater 3300 Central furnace (ducted)	Unit heater 4200 Central furnace (ducted)	Unit heater 5500 Central furnace (ducted)



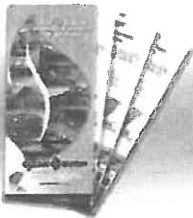
FIND DISTRIBUTOR

United States

Canada

International

**CLEAN BURN®
PRODUCT BROCHURE**



CLICK HERE TO VIEW

popular at facilities such as 2 to 4 bay auto repair and truck service shops. The CB-2500 is highly versatile and reliable and can be easily ceiling mounted or used in conjunction with a Clean Burn Recycling Center. Although many factors affect furnace selection, the CB-2500 is frequently used in facilities generating or collecting more than 1000 gallons of waste oil annually. A Clean Burn Distributor is the expert you want for furnace selection and installation.

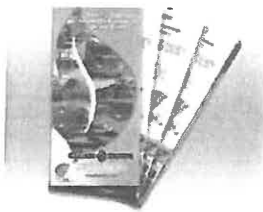
COMPARE FURNACES

MODEL CB-2500	SPECS.
*Maximum BTU/hour	250,000 (73 kW)
*Maximum oil consumption	1.7 GPH (6.4 L/h)
Fuels	Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil
Air flow output (CFM)	Unit heater 2700 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.30 SPWC (in.) 2400
*Air compressor required	2.5 CFM @ 25 PSI (4.25 m ³ /h @ 1.7 bar)
Stack Size	8 inch dia.(20cm dia.)
Furnace Dimensions, Assembled	103.25" L x 29.25" W x 31.5" H (262cm x 74cm x 79cm)

Browser address bar: <https://www.cleanburn.com> CB-2500 - CLEAN BURN

CLEAN BURN

PRODUCTS ▾ OIL RECYCLING ▾ COMPARE ▾ PROMOTIONS ▾ FIND DISTRIBUTOR ▾ 🔍



CLICK HERE TO VIEW

installation.

COMPARE FURNACES

Full rated output (CFM)	With heater 2500 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.30 SPWC (in.) 2400
*Air compressor required	2.5 CFM @ 25 PSI (4.25 m ³ /h @ 1.7 bar)
Stack Size	8 inch dia.(20cm dia.)
Furnace Dimensions, Assembled	103.25" L x 29.25 W x 31.5 H (262cm x 74cm x 79cm)
Approx. Weight (uncrated)	509 pounds (229.1 kg)
Electrical Requirements	115 VAC 60 Hz, single phase 30 A circuit breaker

**Values indicated above are nominal. Actual values will vary depending on fuel and installation.*

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ATTACHMENT "A" TO SERVICE AGREEMENT NO. 120915

PAGE 6 OF 6

**WARRANTY INFORMATION**

Clean Burn, LLC, MANUFACTURER, hereby warrants that MANUFACTURER's furnaces shall be free from defect in material and workmanship under normal use according to the provisions and limitations herein set forth.

MANUFACTURER warrants the heat exchanger/combustion chamber for a period of ten (10) years or 15,000 hours, whichever comes first, from the date of purchase by the original purchaser, as follows:

If the defect occurs within the first ten (10) years or 15,000 hours, whichever comes first, Clean Burn will replace or repair the heat exchanger/combustion chamber.

MANUFACTURER warrants all other Clean Burn component parts, including the energy retention disk, for a period of one (1) year from the date of purchase by the original purchaser.

LIMITATIONS:

The obligation of MANUFACTURER for breach of warranty shall be limited to products manufactured by MANUFACTURER, (1) that are installed, operated and maintained according to MANUFACTURER's instructions furnished and/or available to the purchaser upon request; (2) that are installed according to all other applicable Federal, State and local codes or regulations; and (3) that the purchaser substantiates were defective in material and workmanship notwithstanding that they were properly installed and correctly maintained as set forth above and were not abused or misused. The MANUFACTURER may request service records or require photos of the installation or defect.

The obligation of MANUFACTURER shall be limited to replacing or repairing the defective product, at the option of the MANUFACTURER. MANUFACTURER shall not be responsible for any labor or costs or removal or reinstallation of its products and shall not be liable for transportation costs to and from its plant at Janesville, Wisconsin.

Use of parts for modification or repair of the product or any component part thereof not authorized or manufactured by MANUFACTURER specifically for such product shall void this warranty.

This warranty shall not apply to any damage to or defect in any of MANUFACTURER's products that is directly or indirectly caused by (1) force majeure, Act of God or other accident not related to an inherent product defect; or (2) abuse, misuse or neglect of such product, including any damage caused by improper assembly, installation, adjustment, service, maintenance or faulty instruction of the purchaser.

Other than as expressly set forth hereinabove, MANUFACTURER makes no other warranty, express or implied, with respect to any of MANUFACTURER's products, including but not limited to any warranty of merchantability or fitness for a particular purpose.

And in no event shall MANUFACTURER be responsible for any incidental or consequential damages of any nature suffered by purchaser or any other person or entity caused in whole or in part by any defect in any of MANUFACTURER's products. Any person or entity to whom this warranty extends and who claims breach of warranty against MANUFACTURER must bring suit thereon within one year from the date of occurrence of such breach of warranty or be forever barred from any and all legal or other remedies for such breach of warranty.

MANUFACTURER is not responsible for and hereby disclaims any undertaking, representation or warranty made by any dealer, distributor or other person that is inconsistent with or in any way more expansive than the provisions of this limited warranty.

This warranty grants specific legal rights and shall be read in conformity with applicable state law. In some jurisdictions, the applicable law mandates warranty provisions that provide greater legal rights than those provided for herein. In such case, this limited warranty shall be read to include such mandated provisions; and any provision herein that is prohibited or unenforceable in any such jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provision in any other jurisdiction(s).

May 1, 2012



1680 CHARLES PLACE | 877-587-4054
MANHATTAN, KS 66502

SENT VIA US MAIL

December 4, 2015

Ms. Betty Hurst
Gila County, Arizona

Re: Financing for Gila County, Arizona for One (1) Bizhub 554e Copier with Accessories

Dear Ms. Hurst:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through January 2, 2016.

*****This contract will not be considered valid and/or executed until KS StateBank has received all counter-signed contracts and required documentation.*****

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Mr. Garret Wilson
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. Government Obligation Contract

- ◆ An authorized individual that is with the Obligor should sign on the first space provided.
- ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

2. Exhibit A – Description of Equipment

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule

- ◆ Sign and print name and title

4. Insurance Requirements

- ◆ Complete insurance company contact information where indicated.

5. Debit Authorization – (Preferred)

- ◆ Complete form and attach a voided check

6. 8038GC IRS Form

- ◆ Please read 8038 Review Form
- ◆ In Box 2, type Employer Identification Number
- ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice
2. Copier Service Agreement
3. Insurance Certificate as stated on the Insurance Requirements Form
4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
5. Mohave PO

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by February 3, 2016, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
1680 Charles Place
Manhattan, Kansas 66502

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 December 7, 2015

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor 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 Obligor 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 Obligor 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.

"Obligor" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor 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 Obligor 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 Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor 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 Obligor, Obligor will provide Obligor 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 Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor 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. Obligor 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 Obligor 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 Obligor 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. Obligor 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. Obligor 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 Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

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. Obligor 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 Obligor 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 Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor 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 Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor 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 Obligor, unless Obligor agrees in writing to an extension of time. Obligor 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 Obligor 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 Obligor.
- (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, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor 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, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor 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, Obligor 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 Obligor 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) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor 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 Obligor 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 Obligor in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligor to a location accessible by common carrier and designated by Obligor. 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 Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor 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 Obligor by a common carrier unless the Obligor 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 Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligor. 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 Obligor 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 Obligor 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 Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor 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 Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, 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 Obligor. 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 Obligor 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 Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor 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 Obligor and Obligor. Furthermore, Obligor 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 Obligor 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 Obligor 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 Obligor. 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 Obligor 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 Obligor and will not apply to this Contract.

DUPLICATE
ORIGINAL

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. Obligees hereby represents and warrants that Obligees comply 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 Obligees or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Mohave Educational Cooperative Services. The Obligees currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligees has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law, RFP 13R-1018, any Best and Final Offer made to Mohave, and the member's purchase order. The contract that Obligees has with Mohave also requires the Obligees to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligees and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligees and Obligor.

Section 10.12 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 10.13 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 10.14 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.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

KS StateBank


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 Hesseinius, Finance Director
Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 7, 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 554e Copier with Accessories

Physical Address of Equipment after Delivery : 1400 E. Ash Street, Globe, AZ 85501

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 7, 2015, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$7,051.35
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	\$216.43	\$0.00	\$216.43	Not Available
2	7-Jan-16	\$216.43	\$39.81	\$176.62	Not Available
3	7-Feb-16	\$216.43	\$38.78	\$177.65	\$6,854.95
4	7-Mar-16	\$216.43	\$37.75	\$178.68	\$6,655.20
5	7-Apr-16	\$216.43	\$36.71	\$179.72	\$6,454.96
6	7-May-16	\$216.43	\$35.66	\$180.77	\$6,254.24
7	7-Jun-16	\$216.43	\$34.61	\$181.82	\$6,053.03
8	7-Jul-16	\$216.43	\$33.55	\$182.88	\$5,851.33
9	7-Aug-16	\$216.43	\$32.48	\$183.95	\$5,649.14
10	7-Sep-16	\$216.43	\$31.41	\$185.02	\$5,446.46
11	7-Oct-16	\$216.43	\$30.34	\$186.09	\$5,243.28
12	7-Nov-16	\$216.43	\$29.25	\$187.18	\$5,039.61
13	7-Dec-16	\$216.43	\$28.16	\$188.27	\$4,835.44
14	7-Jan-17	\$216.43	\$27.06	\$189.37	\$4,630.78
15	7-Feb-17	\$216.43	\$25.96	\$190.47	\$4,425.62
16	7-Mar-17	\$216.43	\$24.85	\$191.58	\$4,219.96
17	7-Apr-17	\$216.43	\$23.74	\$192.69	\$4,013.80
18	7-May-17	\$216.43	\$22.61	\$193.82	\$3,807.14
19	7-Jun-17	\$216.43	\$21.48	\$194.95	\$3,599.97
20	7-Jul-17	\$216.43	\$20.35	\$196.08	\$3,392.30
21	7-Aug-17	\$216.43	\$19.21	\$197.22	\$3,184.12
22	7-Sep-17	\$216.43	\$18.06	\$198.37	\$2,975.44
23	7-Oct-17	\$216.43	\$16.90	\$199.53	\$2,766.25
24	7-Nov-17	\$216.43	\$15.74	\$200.69	\$2,556.55
25	7-Dec-17	\$216.43	\$14.57	\$201.86	\$2,346.34
26	7-Jan-18	\$216.43	\$13.40	\$203.03	\$2,135.62
27	7-Feb-18	\$216.43	\$12.21	\$204.22	\$1,924.39
28	7-Mar-18	\$216.43	\$11.02	\$205.41	\$1,712.64
29	7-Apr-18	\$216.43	\$9.83	\$206.60	\$1,500.38
30	7-May-18	\$216.43	\$8.62	\$207.81	\$1,287.60
31	7-Jun-18	\$216.43	\$7.41	\$209.02	\$1,074.30
32	7-Jul-18	\$216.43	\$6.20	\$210.23	\$860.48
33	7-Aug-18	\$216.43	\$4.97	\$211.46	\$646.14
34	7-Sep-18	\$216.43	\$3.74	\$212.69	\$431.28
35	7-Oct-18	\$216.43	\$2.50	\$213.93	\$215.90
36	7-Nov-18	\$216.43	\$1.19	\$215.24	\$0.00

Gila County, Arizona

Signature

Don E. McDaniel, Jr. County Manager

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

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 554e Copier with Accessories
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$7,051.35.

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: gwilson@ksstatebank.com

Please complete the information below and return this form along with the Contract.

Gila County, Arizona

Insurance Company: Arthur J. Gallagher & Company

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

**DUPLICATE
ORIGINAL**

*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 reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3349111	Payment Amount \$216.43	Frequency of Payments Monthly
Beginning Month Year	Day of Month 5th	

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: 12-04-2015

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
3349111	At Closing	At Closing	\$216.43

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 7, 2015	PAYMENT AMOUNT: \$216.43
ONE (1) BIZHUB 554E COPIER WITH ACCESSORIES	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$216.43
	TOTAL DUE

INVOICE

DATE SENT: 12-04-2015

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
3349111	01-07-2016	01-07-2016	\$216.43

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 7, 2015	PAYMENT AMOUNT: \$216.43
ONE (1) BIZHUB 554E COPIER WITH ACCESSORIES	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$216.43
	TOTAL DUE

INVOICE

DATE SENT: 12-04-2015

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
3349111	02-07-2016	02-07-2016	\$216.43

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 7, 2015	PAYMENT AMOUNT: \$216.43
ONE (1) BIZHUB 554E COPIER WITH ACCESSORIES	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$216.43
	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 AuthorityCheck box if Amended Return ☐

1 Issuer's name

Gila County, Arizona

2 Issuer's employer identification number (EIN)

86 6000444

Room/suite

3 Number and street (or P.O. box if mail is not delivered to street address)

1400 East Ash Street

4 City, town, or post office, state, and ZIP code

Globe, Arizona 85501

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information

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 ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)

8a 7,437 41

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 12/07/2015

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 7,437 41

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 ☒11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

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

Jeff Hesse, Finance Director

Paid Preparer Use Only

Print/Type preparer's name

H. Evan Howe

Preparer's signature

H. Evan Howe

Digitally signed by H. Evan Howe
Date: 2015.12.04 12:27:56 -06'00'

Date

12/04/2015

Check ☐ if self-employed

PTIN

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.

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. 121215-8

URRD PROJECT HH#6008

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 **Community Services 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 121215-8** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215-8** 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 121215-8**, 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 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 on June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$1,630.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS 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

NOBLE BUILDING LLC


Signature

J. Byron Tanenhaus
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 121215-4
WEATHERIZATION PROJECT HH#10548
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 **Community Services 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 121215-4**, by mention made a binding part of this agreement as set forth herein. Gila County wishes to include Item #2 on Attachment "A", dated 12-04-15, Install pellet stove.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215-4** by mention made a binding part of this agreement as set forth herein. Gila County wishes to include Item #2 on Attachment "A", dated 12-04-15, for a total contract amount of \$6,090.00. To the extent that the terms and conditions of this **Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 121215-4**, 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 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 agreement is signed by County Manager, and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$6,090.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

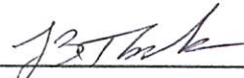
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121215-4 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING, LLC


Don E. McDaniel Jr., County Manager


Signature

Date: 12/03/15

J. Byron Tanenhaus
Print Name



GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 12-01-2015

Job Number: _____

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒am ☐pm. The bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER: VERBAL CONTACT

BID AMOUNT:

Nobel Building

\$ 6,090.00

Mountain Retreat

\$ 7,400.00

Gabriel Eylicio _____

Housing Project Coordinator

Bidder Selected: Nobel building

Supervisor Sign-off _____

Date 12-7-2015

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program



Reasonable accommodations for persons with disabilities may be requested.

Countywide TTY (928) 425-0839



238 W. Thompson Road
PAYSON, AZ 85541

Estimate

12/4/2015

Description	Total
#1) Permits and Fees	0.00T
#2) Alternates and Suggestions- Install Pellet stove in place of items #11 & #12 Add \$2,100.00 to total.	0.00T
#3) Performance	0.00T
#4) All Lead Work	0.00T
#5) General repairs	420.00T
#6) Blown Duct Insulation	720.00T
#7) Fiberglass belly insulation, Floor - (R11/R19)	600.00T
#8) Low Cost No Cost	150.00T
#9) Seal furnace cabinet	100.00T
#10) Repair Ductwork	500.00T
#11) MNA see suggestions	0.00T
#12) MNA see suggestions	0.00T
#13) Install new window cooler	1,500.00T

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material (\$60 per hour+ Material+ 20%+ sales tax).

Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances. Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.

Any disputes between the parties shall be resolved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive reasonable attorney's fees, costs and interest.

This written contract constitutes the entire agreement between the parties.

Subtotal	\$3,990.00
Sales Tax (0.0%)	\$0.00
Total	\$3,990.00

Excepted _____

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. 121215-5
WEATHERIZATION PROJECT HH#7829
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 **Community Services 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 121215-5** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215-5** 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 121215-5**, 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 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 agreement is signed by County Manager, and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$3,425.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.


The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121215-5 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING, LLC


Don E. McDaniel Jr., County Manager


Signature

Date: 12/23/15

J. Byron Tenenhaus
Print Name



GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 12.01.2015 Job Number: _____

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒am ☐pm. The bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Nobel Building</u>		\$ <u>3,425.⁰⁰</u>
<u>Mountain Retreat</u>		\$ <u>4,100.⁰⁰</u>
_____		\$ _____

Gabriel Eylicio _____
Housing Project Coordinator

Bidder Selected: Nobel Building

Supervisor Sign-off: _____

Date: 12-07-2015

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program





236 W. Thompson Road
PAYSON, AZ 85541

Estimate

12/4/2015

Description	Total
#1) Permits and Fees	0.00T
#2) Alternates and Suggestions	0.00T
#3) Performance	0.00T
#4) Install case of filters	75.00T
#5) Install Thermostat	150.00T
#6) Repair insulation belly	900.00T
#7) Seal Ductwork	500.00T
#8) Install correct room vents	720.00T
#9) Weatherstrip Doors Infiltration	300.00T
#10) Replace exterior water heater wood door	350.00T
#11) Repair defective skirting	420.00T

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material (\$60 per hour+ Material+ 20%+ sales tax).

Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances. Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.

Any disputes between the parties shall be resolved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive reasonable attorney's fees, costs and interest.

This written contract constitutes the entire agreement between the parties.

Subtotal	\$3,425.00
Sales Tax (0.0%)	\$0.00
Total	\$3,425.00

Excepted _____

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. 121215-6
WEATHERIZATION PROJECT HH#10550
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 **Community Services 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 121215-6** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121215-6** 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 121215-6**, 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.

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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.

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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."

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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.

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- Contract Number
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- 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.

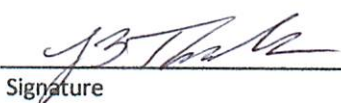
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121215-6 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING, LLC


Don E. McDaniel Jr., County Manager


Signature

Date: 12/23/15

J. Byron Tenenhaus
Print Name

**GILA COUNTY COMMUNITY SERVICES DIVISION**

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

*"Improving the Quality of Life for all Residents"*Gila County Community Action/Housing Services
Weatherization Program**BID RESULTS FORM**Quote Request Date: 12-01-2015 Job Number: _____

Name: _____

Address: _____

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒ am ☐ pm. The bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER: VERBAL CONTACT

BID AMOUNT:

Nobel buildings\$ 1,270.00Mountain Retreat\$ 1,600.00

\$ _____

Gabriel Eylicio _____
Housing Project Coordinator

Bidder Selected: _____

Supervisor Sign-off: _____

Date: 12-7-2015

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program





236 W. Thompson Road
PAYSON, AZ 85541

Estimate

12/4/2015

Description	Total
#1) Permits and fees	0.00T
#2) Alternates and Suggestions	0.00T
#3) Performance	0.00T
#4) Seal Ducts	800.00T
#5) Seal furnace cabinet (infiltration)	200.00T
#6) Replace the gas flex line to furnace	120.00T
#7) Install Thermostat (low cost no cost)	150.00T

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material (\$80 per hour+ Material+ 20%+ sales tax).

Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances. Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.

Any disputes between the parties shall be resolved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive reasonable attorney's fees, costs and interest.

This written contract constitutes the entire agreement between the parties.

Subtotal	\$1,270.00
Sales Tax (0.0%)	\$0.00
Total	\$1,270.00

Excepted _____

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. 120215-1
RE-SHINGLE BUILDING AT FAIRGROUNDS
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 23 day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 120215-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 120215-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 120215-1**, 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 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 on January 31, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$5,418.24 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.

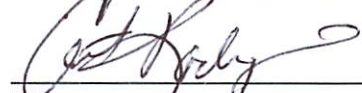
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

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

RODRIGUEZ CONSTRUCTIONS, INC.


Signature


Print Name

**REQUEST FOR QUOTE NO. 120215-1
GILA COUNTY**



RE-SHINGLE BUILDING AT FAIRGROUNDS

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of removing and replacing roof shingles on a 1,182 sq. ft. modular building and re-papering the 320 sq. ft. porch at the Gila County Fairgrounds in Globe, Arizona.

Location:

Gila County Fairgrounds
900 E. Fairgrounds Road
Globe, AZ 85501

Scope of Work and Specifications:


- Contractor shall remove and replace roof shingles on an approximately 1,182 sq. ft. building.
- Contractor shall re-paper approximately 320 sq. ft. porch.
- Shingles shall be of sand color, 3 tab, 15 year asphalt.
- Include new flashing around building to accommodate future rain gutters.
- Provide flashing between roof and porch to prevent leakage between the structures.
- Porch is flat, replace roofing paper and provide flashing around edges for future rain gutters.
- Sizes provided are approximate. A site visit is required to get measurements and view the project. Please contact David Hom at 928-200-1641 to schedule the site visit.

Please contact David Hom at 928-200-1641 with any questions.

QUOTE DUE DATE: Please email or fax quote by, 11:30 A.M. on, Thursday, December 17, 2015 to:

Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

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

Contractor Name:	<u>Rodriguez Constructions, Inc.</u>		
Contractor Address:	<u>547 S. East St Globe AZ 85501</u>		
Contractor Phone #:	<u>928 425-7244</u>	Email Address:	<u>info@rodriguez-az.com</u>
Contractor Signature:	<u></u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$ <u>3,718.24</u>	(TAXES INCLUDED)	
MATERIAL COST	\$ <u>1,700.00</u>	(TAXES INCLUDED)	
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRIES OR EMAILED INQUIRIES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

**Estimate**

PO Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

12/9/2015

1031

Gila County
1400 E. Ash Street
Globe, Arizona 85501

Ship To

RE-Shingle Building at Fairgrounds

Rodriguez Constructions Inc. hereby proposes to submit an estimate to perform the following work:

Description	Qty	Cost	Total
All existing roofing materials will be removed to the wood decking and hauled to the landfill for proper disposal. If any wood needs replacing this will be done at the cost of lumber plus \$75.00 per hour in addition to the below stated contract amount. New materials will consist of new felt underlayment, two inch drip edges at all perimeters, three tab fiberglass shingles on pitched roof and a 4.5 mil Actatic Polypropylene roof system for the flat deck. Transition between flat and pitched roof will receive a 12" flashing the entire length. Sales Tax		5,418.24	5,418.24
		6.24%	0.00

Bid good for 30 days and 100% to be paid upon completion!

\$5,418.24

If you are interested in accepting this bid, please sign and return with any deposit required.

Thank you

Signature of acceptance of above proposal:

*Respectfully Submitted,
Art I. Rodriguez*

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

**DTFH68-13-E-00043
Modification #003**

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Gila County, AZ Public Works 1400 East Ash Street Globe, AZ 85501	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 147259191	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Finance Director Address: 1400 E. Ash Street Globe, AZ 85501 Phone: 928-402-8743 E-mail: accountsreceivable@gilacountyaz.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: Suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Shannon Coons Address: 749 N. Rose Mofford Way Globe, AZ 85501 Phone: 928-402-8521 E-mail: scoons@gilacountyaz.gov	Name: Edward Martinez Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3731 E-mail: Edward.martinez@dot.gov

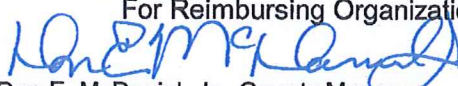
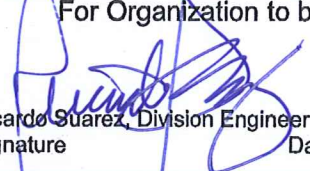
PERIOD OF PERFORMANCE	LEGAL AUTHORITY
FROM: July 1, 2013 TO: April 30, 2016	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: \$396,155.00 Modification #001: \$0.00 Modification #002: \$0.00 Modification #003: \$0.00	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This Modification #003 extends the period of performance to April 30, 2016. This is a no cost modification.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
 Don E. McDaniel, Jr., County Manager Signature Date 12-23-15	 Ricardo Suarez, Division Engineer Signature Date 1/5/16

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. 120215
VERIFY SEPTIC SYSTEM AT 5709 S. RUSSELL ROAD
GLOBE, AZ

THIS AGREEMENT, made and entered into this 23rd day of December, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** 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 120215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 120215** 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 120215**, 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 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 on January 31, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$950.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS 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

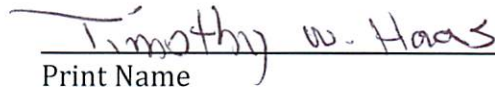


Don E. McDaniel, Jr., County Manager

EARTHQUEST PLUMBING



Authorized Signature



Print Name

**REQUEST FOR QUOTE NO. 120215
GILA COUNTY**



VERIFY SEPTIC SYSTEM AT 5709 S. RUSSELL ROAD

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of verification of working septic system.

Location:
5709 S. Russell Road
Globe, AZ 85501


Scope of Work and Specifications:

- Contractor shall pump and camera to verify working septic system.
- If necessary, uncover to determine type of system and whether it will pass permit standards.
- Offer quote if system needs repair or replacement.
- Provide an hourly rate for labor.
- Provide rate to camera.
- Work to be performed within two weeks of execution of contract.
- A site visit is required. Please contact Public Works at 928-402-8521 for directions or if you have any questions.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, Thursday, December 17, 2015 to:

Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

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

Contractor Name: <u>Tim Haas EarthQuest</u>	
Contractor Address: <u>P.O. Box 539 Globe, Az. 85502</u>	
Contractor Phone #: <u>928-812-0112</u>	Email Address: <u>earthquest07@g.com</u>
Contractor Signature: <u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>950</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>0</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRIES OR EMAILED INQUIRIES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501**Estimate**

Date	Estimate #
12/6/2015	343

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

			Project
Description	Qty	Cost	Total
ESTIMATE FOR QUOTE # 120215 REPORT OF INSPECTION- INCLUDES PUMPING UP TO 1,000 GALS.	1	750.00	750.00
Plumber labor- ACCESS TANK, DISPOSAL FIELD.	4	50.00	200.00
CAMERA - HOURLY RATE \$ 150 LABOR- HOURLY RATE \$ 50 (Hourly rate is specific to excavating) ADDITIONAL PUMPING IF NEEDED- \$ 150.00 PER 1,000 GALLONS This estimate to include a complete A.D.E.Q. Report of Inspection Estimates to repair or replace septic system if necessary			
		Subtotal	\$950.00
		Sales Tax (8.6%)	\$0.00
		Total	\$950.00

Support and Maintenance Agreement

12/16/2015

Page 1

Installation Location

GILA COUNTY
GILA COUNTY RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

Description

Agreement #: 38781CONSVR
Type: Premium Hardware
Amount: \$860.00
Effective: 1/19/2016 through 1/17/2017
Payment Terms: Annual

SADIE JO BINGHAM 928 402 8740

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description

MINOLTA RP603Z MICROFILM READER PRINTER
MINOLTA FC5 FICHE CARRIER

LASON Tag

10614-18040

Serial

31011017
6119679

Covered Services

On-Site Support/Labor
Parts
Phone Support

Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF
A.R.S. 38-511
Attachment "A" by mention made a binding part of this agreement.

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: _____

P.O. Date: _____

Signature: _____

Date: 12/29/15

Printed Name: DON E. McDANIEL, JR.

Title: COUNTY MANAGER

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

RETURN TO

HOV Services/LASON Service Administration
11850 Hempstead Highway, Suite 270
Houston, TX 77092
Fax: 713-957-4858

Signature _____

Authorized HOV Services/LASON Representative

01/19/2016

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of

subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

L. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

Amy Racner
HOV Services, Inc.

12-16-15
Date

Director of Maint. + Svcs.
Title

ARF-3588

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 02/02/2016

Reporting Period: January 4-10, 2016; January 11-17, 2016; and January 18-24, 2016

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

Information

Subject

Approval of finance reports/demands/transfers for the weeks of January 4-10, 2016; January 11-17, 2016; and January 18-24, 2016.

Suggested Motion

Approval of finance reports/demands/transfers for the weeks of January 4-10, 2016; January 11-17, 2016; and January 18-24, 2016.

Attachments

January 18-24, 2016

January 11-17, 2016

January 04-10, 2016



Gila County, Arizona

Weekly Expenditure Report
(18 January – 24 January 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(18 January - 24 January 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	Arizona Counties Worker's Comp. Pool	\$ 84,417.38	Batch Date 1/20/2016
Special Check Run		\$ -	
Special Check Run		\$ -	
Regular Weekly AP Check Run	Various Payees - 123 Checks	\$ 245,604.19	Batch Date 1/25/2016
		<u>\$ -</u>	
	Gross AP Expenditures:	\$ 330,021.57	
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		<u>\$ -</u>	
	Less Voided Payments:	\$ -	
	Net AP Expenditures:	<u>\$ 330,021.57</u>	

AP Reference Only	Payee/Description	Amount	Comment
Void # / Reissue #		\$ -	
Void # / Reissue #		\$ -	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description	Amount	Comment
Regular Payroll	Direct Deposit Payments	\$ -	
Regular Payroll	Paper Checks	\$ -	
Employer Taxes	Social Security and Medicare	\$ -	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ -	
Benefits	Retirement, Health Insurance, etc.	<u>\$ -</u>	
	Sub-total Payroll Expenditures:	\$ -	
Payroll - Hand Issue		\$ -	
Payroll - Hand Issue		\$ -	
Employer Taxes	Social Security and Medicare	\$ -	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ -	
Benefits	Retirement, Health Insurance, etc.	<u>\$ -</u>	
	Sub-total Hand Issue Payroll Expenditures:	\$ -	
	Total Payroll Expenditures:	<u>\$ -</u>	


Payroll Reference Only	Payee/Description	Amount	Comment
Void Check #	JP Morgan Chase - ACH Deposit	\$ -	

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 330,021.57
Total Payroll Expenditures:	<u>\$ -</u>
Total Accounts Payable & Payroll Expenditures:	<u>\$ 330,021.57</u>

Credit Card Charges

Transaction	Merchant	Amount	Comment
214 Transactions 18 Jan - 24 Jan 2016	Various Merchants	\$ 28,276.63	Payment Due: Feb 2016

 (25 Jan 2016) AW

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/20/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/20/2016	274664 Accounts Payable	ARIZONA COUNTIES WORKERS COMPENSATION POOL		84,417.38
	Invoice	Date	Description		Amount
	123115	12/31/2015	4TH QTR 2015 WORKERS COMPENSATION		84,417.38
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>84,417.38</u>
Checks:	1		\$84,417.38		

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/25/2016	274665 Accounts Payable	ADT SECURITY SERVICES		266.88
	Invoice	Date	Description		Amount
	020116	01/13/2016	ACCT#3445874 2/1/16-7/31/16 SUB STAT ROOSEVELT		266.88
Check	01/25/2016	274666 Accounts Payable	ALLIANT GAS LLC		1,308.51
	Invoice	Date	Description		Amount
	23284	12/24/2015	308 S CLARK #5 HH#10568		230.00
	23249	11/23/2015	903 E GRANITE DELL #24 HH#10527		230.00
	23301	01/07/2016	ACCT#020020270 HH#10571		300.00
	23303	01/07/2016	ACCT#020020235 HH#10576		150.00
	23315	01/11/2016	904 E MILLER RD HH#10591		230.00
	011416000753400	01/14/2016	1100 N BEELINE HWY #G		168.51
Check	01/25/2016	274667 Accounts Payable	ALTERNATIVE EQUITIES LLC		650.00
	Invoice	Date	Description		Amount
	22591	01/19/2016	200 W FRONTIER #22 FOR FEB 2016		650.00
Check	01/25/2016	274668 Accounts Payable	AMANDA ANDERSON MMS PA-C PLLC		300.00
	Invoice	Date	Description		Amount
	012	01/15/2016	Psychiatric Consultation Services		300.00
Check	01/25/2016	274669 Accounts Payable	AMERICAN INSTITUTE OF TOXICOLOGY INC		500.00
	Invoice	Date	Description		Amount
	20496123115	12/31/2015	COMPREHENSIVE DRUG PANELS ALTMAN, SANTANA		500.00
Check	01/25/2016	274670 Accounts Payable	AMERIGAS-PAYSON 6950		411.00
	Invoice	Date	Description		Amount
	23290	12/30/2015	480 W KEYE DR HH#10057		411.00
Check	01/25/2016	274671 Accounts Payable	ANALYSIS INC		5,000.00
	Invoice	Date	Description		Amount
	011316	01/13/2016	Expert Consulting Agreement and Fee Schedule		5,000.00
Check	01/25/2016	274672 Accounts Payable	APCO INTERNATIONAL INC		300.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice					Amount
			Date	Description	
					Amount
	00024260		12/31/2015	MT ORD LICENSING	300.00
Check	01/25/2016	274673	Accounts Payable	ARIZONA COUNTIES INSURANCE POOL	358.50
Invoice					Amount
			Date	Description	
					Amount
	2016081		01/04/2016	DEC 2105 SVS	358.50
Check	01/25/2016	274674	Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION	60.00
Invoice					Amount
			Date	Description	
					Amount
	ADJ58D160600		01/15/2016	Provide Client Information Technology Services & Support	60.00
Check	01/25/2016	274675	Accounts Payable	ARIZONA DEPARTMENT OF ECONOMIC SECURITY	10,107.26
Invoice					Amount
			Date	Description	
					Amount
	123115		01/11/2016	ACCT#2040720 3 2015 4TH QTR CLAIMS	10,107.26
Check	01/25/2016	274676	Accounts Payable	ARIZONA DEPARTMENT OF HEALTH SERVICES	2,025.00
Invoice					Amount
			Date	Description	
					Amount
	ADHS122015		01/04/2016	Death & Birth Certificates	2,025.00
Check	01/25/2016	274677	Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	610.25
Invoice					Amount
			Date	Description	
					Amount
	GSOP10/15-12/15		12/31/2015	CENTURY LINK ACCT#83580709 10/15-12/15	610.25
Check	01/25/2016	274678	Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	67.00
Invoice					Amount
			Date	Description	
					Amount
	010416CAMPAGNAM		01/04/2016	MARIAH CAMPAGNA FINGERPRINT CLEARANCE	67.00
Check	01/25/2016	274679	Accounts Payable	ARIZONA PUBLIC SERVICE	3,848.00
Invoice					Amount
			Date	Description	
					Amount
	22643		01/08/2016	ACCT#6187078282 HH#2921	320.00
	22654		01/13/2016	ACCT#387658282 HH#10593	250.00
	22645		01/11/2016	ACCT#598258286 HH#5734	141.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	22651	01/12/2016	ACCT#342577289 HH#8253		87.00
	22647	01/11/2016	ACCT#901168287 HH#9650		90.00
	23304	01/07/2016	ACCT#218307286 HH#10576		150.00
	23307	01/07/2016	ACCT#082658282 HH#9914		225.00
	23309	01/07/2016	ACCT#846815289 HH#6524		360.00
	23310	01/11/2016	ACCT#264380283 HH#7138		575.00
	23311	01/11/2016	ACCT#553528285 HH#6068		400.00
	23313	01/11/2016	ACCT#505877289 HH#8316		400.00
	23316	01/11/2016	ACCT#145368283 HH#10591		250.00
	23317	01/13/2016	ACCT#376537282 HH#10592		200.00
	23318	01/20/2016	ACCT#502638287 HH#6171		400.00
Check	01/25/2016	274680 Accounts Payable	ARIZONA PUBLIC SERVICE		3,493.86
	Invoice	Date	Description		Amount
	011316648862289	01/13/2016	648862289 APACHE HILLS LN		251.67
	011416046613280	01/14/2016	046613280 CENTRAL HEIGHTS IMP DIST		106.61
	011416972826287	01/14/2016	972826287 CLAYPOOL LOWER SLID MIAMI		1,847.59
	011416492826287	01/14/2016	492826287 MIDLAND-CENTRAL HEIGHTS		1,287.99
Check	01/25/2016	274681 Accounts Payable	ARIZONA SILVER BELT		96.24
	Invoice	Date	Description		Amount
	64821	12/02/2015	LE9583 NOTICE OF SHERIFF ACCT#101668		96.24
Check	01/25/2016	274682 Accounts Payable	ARIZONA STATE PRISON GLOBE		458.00
	Invoice	Date	Description		Amount
	B19107 20151225	01/05/2016	Facilities Mgmt/Inmate Labor		148.00
	B19108 20151225	01/05/2016	Landfill Inmate Labor.		120.00
	B19109 20151225	01/05/2016	Roads Dept/Inmate Labor		190.00
Check	01/25/2016	274683 Accounts Payable	ARIZONA WATER COMPANY		91.69
	Invoice	Date	Description		Amount
	0112160912008155	01/12/2016	SEARCH & RESCUE 1992 HWY 88		91.69
Check	01/25/2016	274684 Accounts Payable	BARKLEY EXCAVATING LLC		160.00
	Invoice	Date	Description		Amount
	2168	01/13/2016	2 Hrs Snowplow		160.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/25/2016	274685 Accounts Payable	BLACKSTONE SECURITY SERVICE INC		7,282.00
	Invoice	Date	Description		Amount
	1215302	01/01/2016	Provide Armed Security Services		3,641.00
	1215303	01/01/2016	Armed/Unarmed Security Services-Payson Courthouse		3,641.00
Check	01/25/2016	274686 Accounts Payable	C&M COMMUNICATIONS		1,954.77
	Invoice	Date	Description		Amount
	22391	12/29/2015	Crystal Filter for new Hwy RX freq on Diamond Point		754.77
	22419	01/12/2016	Repair-Labor on Repeater Mt. Ord		1,200.00
Check	01/25/2016	274687 Accounts Payable	CABLE ONE		84.41
	Invoice	Date	Description		Amount
	010116-105619159	01/01/2016	Acct. No. 105619159		84.41
Check	01/25/2016	274688 Accounts Payable	CANYON STATE WIRELESS		192.98
	Invoice	Date	Description		Amount
	12-0116014	01/01/2016	JUVENILE DETENTION RADIO RENTALS		192.98
Check	01/25/2016	274689 Accounts Payable	CAROLINA SOFTWARE		300.00
	Invoice	Date	Description		Amount
	59879	01/01/2016	Waste Works Software Support		300.00
Check	01/25/2016	274690 Accounts Payable	CARUSO TURLEY SCOTT INC		2,540.00
	Invoice	Date	Description		Amount
	102682	01/15/2016	Payson Courthouse-Structural Review		2,540.00
Check	01/25/2016	274691 Accounts Payable	CDW GOVERNMENT INC		1,398.10
	Invoice	Date	Description		Amount
	BHR5431	11/26/2015	Cisco Firepower IPS AMP Sub 3 yr		708.82
	BHK3986	11/24/2015	Cisco Direct AC-APX-5yr-25		689.28
Check	01/25/2016	274692 Accounts Payable	CENGAGE LEARNING INC		83.11
	Invoice	Date	Description		Amount
	57001441	01/06/2016	Basic 6-January 2016		83.11
Check	01/25/2016	274693 Accounts Payable	CENTURYLINK		5,992.51

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	9284253273010116	01/01/2016	SERV FOR J 928 425 3273 454M		98.60
	9284253023010116	01/01/2016	SERV FOR J 928 425 3023 934M		100.84
	9284253274010116	01/01/2016	SERV FOR 928 425 6274 910M		98.60
	9284253352010116	01/01/2016	SERV FOR J 928 425 3352 483M		278.84
	9284250161010116	01/01/2016	SERV FOR 928 425 0161 720M		183.35
	9284259274122815	12/28/2015	SERV FOR 928 425 9274 705B		36.75
	70322519	12/29/2015	4 Port Multiflex Trunk Voice/Clear channel Data T1/E1 Module		2,843.15
	9284250194010116	01/01/2016	SERV FOR 928 425 0194 322M		214.46
	9284740078010116	01/01/2016	Serv For 928-474-0078		476.40
	9284250037010116	01/01/2016	Serv For 928-425-0037		372.08
	9284740728122815	12/28/2015	SERV FOR 928 474 0728 111B		197.76
	9284254462122815	12/28/2015	SERV FOR 928 425 4462 737B		40.18
	9284258281122815	12/28/2015	SERV FOR 928 425 8281 423B		359.82
	9284740614122815	12/28/2015	SERV FOR 928 474 0614 480B		176.63
	9284250023010116	01/01/2016	Serv for 928-425-0023		382.36
	9284253625122815	12/28/2015	SERV FOR 928 425 3625 571B		34.27
	9284253264122815	12/28/2015	SERV FOR 928 425 3264 478B		98.42
Check	01/25/2016	274694 Accounts Payable	CINTAS FIRST AID & SAFETY		92.34
	Invoice	Date	Description		Amount
	5004320822	01/14/2016	Safety Supplies		92.34
Check	01/25/2016	274695 Accounts Payable	CREDIT CARD REVOLVING FUND		24,075.33
	Invoice	Date	Description		Amount
	12012015BRADWAY	12/01/2015	Nov Chrgs Dec Stmt Deb Bradway		407.32
	12012015HOMD	12/01/2015	Nov Chrgs Dec Stmt David Hom		745.75
	11012015KERSZOWK	11/01/2015	Oct Chr Nov Stmt Leonard Kerszowski		92.09
	11022015FRANCE	11/02/2015	Oct Chrgs Nov Stmt John France		574.13
	12012015MAGNESON	12/01/2015	Nov Chrgs Dec Stmt Nola Magneson		527.76
	12012015DEANA	12/01/2015	Nov Chrgs Dec Stmt Amber Dean		37.51
	12012015JOHNSONP	12/01/2015	Nov Chrgs Dec Stmt Patrice Johnson		121.60
	12012015BURNHAM	12/01/2015	Nov Chrgs Dec Stmt Marlina Burnan		228.55
	12012015HERNANDE	12/01/2015	Nov Chrgs Dec Stmt Sylvia Hernandez		49.05
	11022015HALE	11/02/2015	Oct Chrgs Nov Smt Kathy Hale		71.87

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		112715TURN EYC	11/02/2015	CHUCK TURNEY NOV STMT FOR OCT CHGS	2,064.61
		12012015BARAJAS	12/01/2015	Nov Chrgs Dec Stmt Marion Barajas	233.84
		12012015MCPHERSO	12/01/2015	Nov Chrgs Dec Stmt Shelly McPherson	130.00
		012916TURN EYC	01/04/2016	CHUCK TURNEY JAN STMT FOR DEC CHGS	306.39
		11022015ENFIELDG	11/02/2015	Oct Chrgs Nov Stmt Ashley Enfield	339.36
		012916RUTHERFORD	01/04/2016	NANCY RUTHERFORD JAN STMT FOR DEC CHGS	1,254.63
		12012015FARNHAM	12/01/2015	Nov Chrgs Dec Stmt Glen Farnham	13,117.35
		12012015BUFFINGT	12/01/2015	Nov Chrgs Dec Stmt David Buffington	1,436.71
		01042016MAGNESON	01/04/2016	Dec Chrgs Jan Stmt Nola Magneson	262.83
		01042016FRANQUER	01/04/2016	Dec Chrgs Jan Stmt Dave Franquero	105.16
		01042016GONZALES	01/04/2016	Dec Chrgs Jan Stmt MArtha Gonzales	440.12
		01042016DEROULHA	01/04/2016	Dec Chrgs Jan Stmt Darge Deroulac	277.78
		12012015MARCANTI	12/01/2015	Nov Chrgs Dec Stmt John Marcanti	269.82
		12012015GANN	12/01/2015	Nov Chrgs Dec Stmt Mark Gann	59.43
		012916RIPPLE D	01/04/2016	DENICE RIPPLE JAN STMT FOR DEC CHGS	400.00
		012916SHORTL	01/04/2016	LAURA SHORT JAN STMT FOR DEC CHGS	168.50
		012916WRIGHTT	01/04/2016	TIMOTHY WRIGHT JAN STMT FOR DEC CHGS	353.17
Check	01/25/2016	274696 Accounts Payable	DIAMOND PHARMACY SERVICES		6,205.40
	Invoice	Date	Description		Amount
		IN000594481	12/31/2015	Medications Dec 2015- Detention	575.52
		IN000594480	12/31/2015	Medications for Inmates- Dec 2015	5,629.88
Check	01/25/2016	274697 Accounts Payable	DSI RECYCLING SYSTEMS INC		8,995.00
	Invoice	Date	Description		Amount
		44384	12/18/2015	Replace Waste Oil Furnace in Gas Shop at Star Valley	8,995.00
Check	01/25/2016	274698 Accounts Payable	DUARTE , CHRISTINE J		158.00
	Invoice	Date	Description		Amount
		11132015DUARTEC	11/13/2015	Travel Reimbursement 110615-111315	158.00
Check	01/25/2016	274699 Accounts Payable	DUKE DEVELOPMENT AND BUILDERS LLC		798.00
	Invoice	Date	Description		Amount
		23169	01/15/2016	Rent for Feb 2016	399.00
		23168	12/18/2015	Jan. 2016 Rent	399.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/25/2016	274700 Accounts Payable	DURHAM COMMUNICATIONS INC		223.00
	Invoice	Date	Description		Amount
	46271	01/04/2016	Repair/Labor on Repeater on Signal Peak		223.00
Check	01/25/2016	274701 Accounts Payable	EARTH MOVER TIRE SALES INC		2,634.16
	Invoice	Date	Description		Amount
	67410	01/15/2016	Copper Roads heavy equipment tires		2,634.16
Check	01/25/2016	274702 Accounts Payable	EARTHQUEST PLUMBING INC		1,853.23
	Invoice	Date	Description		Amount
	1348	01/11/2016	On-Call Plumbing and Septic Repairs		1,853.23
Check	01/25/2016	274703 Accounts Payable	EMPIRE CAT		198.59
	Invoice	Date	Description		Amount
	EMPS3780280	12/30/2015	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		198.59
Check	01/25/2016	274704 Accounts Payable	EMPIRE MACHINERY COMPANY		1,561.34
	Invoice	Date	Description		Amount
	EMPS3785392	01/08/2016	C-85 fuel injector		812.24
	EMPS3784641	01/06/2016	J-4 parking brake repair		749.10
Check	01/25/2016	274705 Accounts Payable	FABOK , GLINDA S		14.00
	Invoice	Date	Description		Amount
	807	01/08/2016	CR2008-005Kelly PCR		14.00
Check	01/25/2016	274706 Accounts Payable	FEDEX		60.82
	Invoice	Date	Description		Amount
	5-287-89631	01/14/2016	Shipping Through 01142016		60.82
Check	01/25/2016	274707 Accounts Payable	FISCHIONE , MARK A		9,950.00
	Invoice	Date	Description		Amount
	010116	12/28/2015	MEDICAL EXAMINER SERVICES		9,950.00
Check	01/25/2016	274708 Accounts Payable	FOREST VIEW INC. DBA POSTNET		81.54
	Invoice	Date	Description		Amount
	449487	01/06/2016	B&W PRINTING FARLEY		16.31

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	449470	01/06/2016	D ROSE BUSINESS CARDS ACCT#000140		48.92
	449926	01/13/2016	BUSINESS CARDS C STENSON		16.31
Check	01/25/2016	274709 Accounts Payable	FREEPORT MCMORAN MIAMI INC		1.00
	Invoice	Date	Description		Amount
	L-101586B	01/12/2016	REntal for Ballpark 2016		1.00
Check	01/25/2016	274710 Accounts Payable	GLASS MASTERS INC		235.00
	Invoice	Date	Description		Amount
	1236	01/15/2016	Windshield Replacement B167		235.00
Check	01/25/2016	274711 Accounts Payable	GLAXOSMITHKLINE PHARMACEUTICALS		5,489.00
	Invoice	Date	Description		Amount
	32982243	01/05/2016	Glaxo vaccines for Private Stock Vaccine program as required		5,489.00
Check	01/25/2016	274712 Accounts Payable	GLOBE EXTERMINATORS		165.00
	Invoice	Date	Description		Amount
	PC4123115GCCHF	12/31/2015	Central Heights Office		135.00
	PC4123115GCWO	12/31/2015	Extermination @ WIC		30.00
Check	01/25/2016	274713 Accounts Payable	GLOBE OFFICE BUILDING PARTNERS, LLC		13,394.16
	Invoice	Date	Description		Amount
	FEB2016	01/06/2016	1100 Monroe Street/Probation/ Lease Agreement		13,394.16
Check	01/25/2016	274714 Accounts Payable	GREEN VALLEY APARTMENTS		400.00
	Invoice	Date	Description		Amount
	23302	01/07/2016	Eviction Prevention Apt #12 - HH# 10576		400.00
Check	01/25/2016	274715 Accounts Payable	GRIFFINS PROPANE		367.80
	Invoice	Date	Description		Amount
	6413	01/11/2016	Propane for Act# 801386		367.80
Check	01/25/2016	274716 Accounts Payable	GROSSMAN & GROSSMAN LTD		3,348.20
	Invoice	Date	Description		Amount
	415672	01/08/2016	Juvenile Probation-Family Counseling - Nitso		560.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	415671A	01/08/2016	Juvenile Probation-Family Counseling Nitso		225.00
	SG100728A	01/07/2016	SAMHSA Grant # 1H79T1025497-01		2,563.20
Check	01/25/2016	274717 Accounts Payable	HAYDEN WINKELMAN LITTLE LEAGUE		1,500.00
	Invoice	Date	Description		Amount
	122115HWLL	12/21/2015	DIST 3 CONTRIB HAYDEN-WINKELMAN LITTLE LEAGUE 2016		1,500.00
Check	01/25/2016	274718 Accounts Payable	HAYES ENTERPRISES		3,528.62
	Invoice	Date	Description		Amount
	24	01/11/2016	Dec 8 - Jan 7 Medical Director Services-Sheriff's Office		3,528.62
Check	01/25/2016	274719 Accounts Payable	HILL , MICHAEL		25.00
	Invoice	Date	Description		Amount
	11172015	11/17/2015	Travel Reimbursement 111617-111715		25.00
Check	01/25/2016	274720 Accounts Payable	HILLYARD PHOENIX		79.67
	Invoice	Date	Description		Amount
	601910368	12/31/2015	Laundry Detergent Facilities		79.67
Check	01/25/2016	274721 Accounts Payable	JANI SERV INC		4,824.15
	Invoice	Date	Description		Amount
	16-15	01/15/2016	Janitorial Service for Northern Gila County		1,696.46
	16-13	01/15/2016	Janitoial for Southern Gila County		3,127.69
Check	01/25/2016	274722 Accounts Payable	KBAK INC DBA AIRE FILTER PRODUCTS		3,240.17
	Invoice	Date	Description		Amount
	174147	01/20/2016	HVAC Air Filters for County buildings		3,240.17
Check	01/25/2016	274723 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		1,267.41
	Invoice	Date	Description		Amount
	237589094	12/31/2015	BizHub C652DS Finance/Color/Quarterly		387.55
	237588926	12/31/2015	BizHub C652DS Globe Assessor's/Color		62.24
	237588922	12/31/2015	BizHub C552DS Globe Probation/Color/Quarterly		113.12
	237588838	12/31/2015	BizHub 552 Gobe Probation/Over 7500 copies per quarter		27.46
	237588532	12/31/2015	BizHub 423 Globe Assessor's		677.04

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/25/2016	274724 Accounts Payable	KS STATEBANK		246.81
	Invoice	Date	Description		Amount
		PYT#28-3345816	01/03/2016	BizHub C654e Payson Assessor's Office	246.81
Check	01/25/2016	274725 Accounts Payable	LABORATORY CORPORATION OF AMERICA HOLDING		95.25
	Invoice	Date	Description		Amount
		50446175	12/23/2015	Thomas, Halsey, Franklin	95.25
Check	01/25/2016	274726 Accounts Payable	LANGUAGE LINE SERVICES, INC.		19.80
	Invoice	Date	Description		Amount
		3744750	12/31/2015	Interpretation Svcs	19.80
Check	01/25/2016	274727 Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		954.50
	Invoice	Date	Description		Amount
		2016-394	01/14/2016	Attorney for the Public Fiduciary	954.50
Check	01/25/2016	274728 Accounts Payable	LIN CUM INC		1,405.13
	Invoice	Date	Description		Amount
		21512019	12/31/2015	Archival Vault Storage/Gila County Superior Court	790.45
		21512020	12/31/2015	Treasurer's Office/Document Vault Storage	391.75
		21512067	12/31/2015	Clerk of the Board/Document Conversion Services	222.93
Check	01/25/2016	274729 Accounts Payable	MATLOCK GAS & EQUIPMENT		1,464.02
	Invoice	Date	Description		Amount
		75580	12/30/2015	Matlock Act#132431 Fairgrounds Exhibit	1,464.02
Check	01/25/2016	274730 Accounts Payable	MCI COMM SERVICE		33.60
	Invoice	Date	Description		Amount
		011116-6P925443	01/11/2016	Phones in Young 9284683303	33.60
Check	01/25/2016	274731 Accounts Payable	MERCK SHARP & DOHME CORP		9,538.76
	Invoice	Date	Description		Amount
		7008273188	01/05/2016	Gardasil-	9,538.76
Check	01/25/2016	274732 Accounts Payable	MESSINGER PAYSON FUNERAL HOME		3,653.28
	Invoice	Date	Description		Amount

Payment Batch Register

Batch Date: 01/25/2016

User: Vicki Deanda

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		817836358001	01/14/2016	Supplies for Elections	69.47
Check	01/25/2016	274738 Accounts Payable	OLD MAIN STORAGE		181.18
	Invoice	Date	Description		Amount
		3476481-3313177	12/24/2015	Storage Rent Unit 22	181.18
Check	01/25/2016	274739 Accounts Payable	ONEIL PRINTING		2,095.00
	Invoice	Date	Description		Amount
		11416	01/14/2016	PPE Postage 2016 Mailings	2,095.00
Check	01/25/2016	274740 Accounts Payable	PALACE HEALTH MART PHARMACY		2,111.89
	Invoice	Date	Description		Amount
		44864	12/31/2015	ACCT#91 INMATE RX'S	2,111.89
Check	01/25/2016	274741 Accounts Payable	PAYSON WATER COMPANY INC		406.00
	Invoice	Date	Description		Amount
		23308	01/07/2016	ACCT#69809 HH#6524	300.00
		23306	01/07/2016	ACCT#69797-3 HH#9914	106.00
Check	01/25/2016	274742 Accounts Payable	PAYSON WATER DEPT		250.00
	Invoice	Date	Description		Amount
		23312	01/11/2016	1206 W GOLD NUGGET HH#8316	250.00
Check	01/25/2016	274743 Accounts Payable	PENNELL , YODONA M		155.14
	Invoice	Date	Description		Amount
		121015PENNELLY	12/10/2015	EE YODONNA PENNELL NOV/DEC TRAVEL REIMBURSEMENT	155.14
Check	01/25/2016	274744 Accounts Payable	PHOENIX TIRE INC		871.35
	Invoice	Date	Description		Amount
		322097	01/04/2016	Timber Fleet passenger tires	98.44
		322098	01/04/2016	Timber Road Dept light vehicle passenger tires	772.91
Check	01/25/2016	274745 Accounts Payable	PINAL MOUNTAIN APTS		300.00
	Invoice	Date	Description		Amount
		22644	01/11/2016	979 E SAGUARO DR #118 HH#5734	300.00
Check	01/25/2016	274746 Accounts Payable	PINNACLE PREVENTION CORP		6,000.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description		Amount
	1107		12/31/2015	Consultation for Community Health Assesment and Community Health		6,000.00
	01/25/2016	274747	Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		431.52
	Invoice		Date	Description		Amount
Check	2295931-JA16		01/13/2016	Connect 2000 Series Pitney Bowes/Lease /Maintenance		431.52
	01/25/2016	274748	Accounts Payable	PRINE , DORINE E		67.50
	Invoice		Date	Description		Amount
	111915PRINED		11/19/2015	EE DORINE PRINE NOV TRAVEL REIMBURSEMENT		67.50
Check	01/25/2016	274749	Accounts Payable	RAINBOW APTS LLC		400.00
	Invoice		Date	Description		Amount
	23292		01/04/2016	APT#5 HH#10568		400.00
	01/25/2016	274750	Accounts Payable	REDBURN TIRE COMPANY		5,163.86
Check	Invoice		Date	Description		Amount
	10245786		01/05/2016	Buckhead Mesa heavy equipment tires		2,581.93
	10245787		01/05/2016	Buckhead Mesa heavy equipment tires		2,581.93
	01/25/2016	274751	Accounts Payable	RHYNE , KENDALL DEE		115.31
Check	Invoice		Date	Description		Amount
	122315RHYNEK		12/23/2015	EE KIENDALL RHYNE DEC TRAVEL REIMBURSEMENT		115.31
	01/25/2016	274752	Accounts Payable	RICE , DANNY J , JR		25.00
	Invoice		Date	Description		Amount
Check	111715RICED		11/17/2015	EE DANNY RICE NOV TRAVEL REIMBURSEMENT		25.00
	01/25/2016	274753	Accounts Payable	RIM COMMUNICATIONS		1,140.60
	Invoice		Date	Description		Amount
	1-2016		01/01/2016	Site Lease/Five Mile Radio Equipment		1,140.60
Check	01/25/2016	274754	Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC		5,418.24
	Invoice		Date	Description		Amount
	3331		01/15/2016	Re-shingle Building at Fairgrounds		5,418.24

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/25/2016	274755 Accounts Payable	ROSANELLI , ROBERT		1,000.00
	Invoice	Date	Description		Amount
		JD2015-06A	01/04/2016	JD2015-6 APPELLATE ASSIGNMENT	1,000.00
Check	01/25/2016	274756 Accounts Payable	SALT RIVER PROJECT		79.00
	Invoice	Date	Description		Amount
		22650	01/11/2016	ACCT#211-770-009 HH#4149	79.00
Check	01/25/2016	274757 Accounts Payable	SAMARITAN VETERINARY		170.75
	Invoice	Date	Description		Amount
		2866	01/05/2016	40 AMOXI CAPS 250 MG	10.75
		3800	01/01/2016	RABIES SHOTS ACCT #3604	160.00
Check	01/25/2016	274758 Accounts Payable	SAN CARLOS IRRIGATION PROJECT		415.00
	Invoice	Date	Description		Amount
		22652	01/12/2016	ACCT#60156 HH#9764	415.00
Check	01/25/2016	274759 Accounts Payable	SANOI PASTEUR INC		4,256.73
	Invoice	Date	Description		Amount
		905797522	01/05/2016	Sanofi vaccines for Private Stock Vaccine program	4,256.73
Check	01/25/2016	274760 Accounts Payable	SCOTTSDALE HEALTHCARE		904.00
	Invoice	Date	Description		Amount
		1534820312	12/14/2015	ACCT#1534820312 SEXUAL ASSAULT EXAM 12/14/15	904.00
Check	01/25/2016	274761 Accounts Payable	SHRED IT USA LLC		125.84
	Invoice	Date	Description		Amount
		9408883913	01/06/2016	ACCT#11930164 1/4/16 SVS	125.84
Check	01/25/2016	274762 Accounts Payable	SOURCE HOV		104.70
	Invoice	Date	Description		Amount
		349552	12/31/2015	MT TONER 603 CUST #CUS01168	104.70
Check	01/25/2016	274763 Accounts Payable	SOUTHWEST GAS		736.43
	Invoice	Date	Description		Amount
		22642	01/08/2016	ACCT#4610095333022 HH#29621	320.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	22648	01/11/2016	ACCT#4610111143034 HH#9650		233.43
	22653	01/12/2016	ACCT#4610104084040 HH#8253		183.00
Check	01/25/2016	274764 Accounts Payable	SPARKLETTS		1,122.50
	Invoice	Date	Description		Amount
	NOV2015	12/17/2015	ANIMAL SHELTER		5.00
	NOV2015-1	12/17/2015	ASSESSOR		59.00
	NOV2015-2	12/17/2015	BOARD OF SUPERVISORS		38.75
	NOV2015-3	12/17/2015	CHILD SUPPORT		52.25
	NOV2015-4	12/17/2015	COUNTY ATTORNEY		97.75
	NOV2015-5	12/17/2015	COUNTY SCHOOLS		45.50
	NOV2015-6	12/17/2015	COURT ADMINISTRATION		18.50
	NOV2015-7	12/17/2015	ELECTION BOARD		30.25
	NOV2015-8	12/17/2015	EMERGENCY SERVICES		5.00
	NOV2015-9	12/17/2015	FINANCE		38.75
	NOV2015-10	12/17/2015	HEALTH DEPT.		59.00
	NOV2015-11	12/17/2015	Globe Probation/Juvenile Detention		20.25
	NOV2015-12	12/17/2015	PERSONNEL		32.00
	NOV2015-13	12/17/2015	PUBLIC FIDUCIARY		25.25
	NOV2015-14	12/17/2015	PUBLIC WORKS		54.75
	NOV2015-15	12/17/2015	REEMPLOYMENT		64.50
	NOV2015-16	12/17/2015	RECORDER		25.50
	NOV2015-18	12/17/2015	SHERIFF		411.75
	NOV2015-19	12/17/2015	TREASURER		38.75
Check	01/25/2016	274765 Accounts Payable	STAR VALE LEISURE LIVING INC		432.00
	Invoice	Date	Description		Amount
	22562	01/15/2016	16 N STAR VALLEY DR #27 FOR FEB 2016		432.00
Check	01/25/2016	274766 Accounts Payable	STATE OF ARIZONA (ADEQ)		0.63
	Invoice	Date	Description		Amount
	ADEQ11116	12/20/2015	INTEREST FEES BUCKHEAD MESA & RUSSELL GULCH LANDFILLS		0.63
Check	01/25/2016	274767 Accounts Payable	STATE OF ARIZONA (ADEQ)		2,500.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	0000222445X	11/30/2015	BUCKHEAD MESA 2016 REG FEE		2,500.00
	01/25/2016	274768 Accounts Payable	STATE OF ARIZONA (ADEQ)		2,500.00
	Invoice	Date	Description		Amount
Check	0000222444X	11/30/2015	RUSSELL GULCH 2016 REG FEE		2,500.00
	01/25/2016	274769 Accounts Payable	STONE , SARAH ELIZABETH		6,454.00
	Invoice	Date	Description		Amount
Check	122815	12/28/2015	Legal Services-Gila County Superior Court		6,454.00
	01/25/2016	274770 Accounts Payable	SUDDENLINK COMMUNICATIONS		92.95
	Invoice	Date	Description		Amount
Check	122315520418401	01/02/2016	ACCT#100001-3551-520418401 COUNTY ATTY		92.95
	01/25/2016	274771 Accounts Payable	SUNGARD PUBLIC SECTOR INC		6,948.23
	Invoice	Date	Description		Amount
Check	112258	12/11/2015	GRP #4519 GILA-1		6,948.23
	01/25/2016	274772 Accounts Payable	TDS TELECOMM		354.70
	Invoice	Date	Description		Amount
	0113169284792400	01/13/2016	SERV FOR 928-479-2400 TB FAX LINE		42.05
	0113169284672516	01/13/2016	SERV FOR - ACCT#928-467-2516		76.58
	0113169284672515	01/13/2016	SERV FOR ACCT#928-467-2515		125.84
	0113169284672309	01/13/2016	SERV FOR ACCT#928-467-2309		39.57
	0113169284672155	01/13/2016	SERV FOR ACCT#928-467-2155		37.20
	0113169284792896	01/13/2016	SERV FOR - ACCT#928-479-2896		33.46
Check	01/25/2016	274773 Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION		647.09
	Invoice	Date	Description		Amount
	3002280981	01/01/2016	Gold Service Agreement		647.09
Check	01/25/2016	274774 Accounts Payable	TIM'S TIRE LLC		475.00
	Invoice	Date	Description		Amount
	7235	01/14/2016	Tire Repair/Buckhead Mesa		200.00
	7236	01/14/2016	Tire Repair/Buckhead Mesa		150.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	7237	01/17/2016	Payson Tire Repair/Roads Department		125.00
	01/25/2016	274775 Accounts Payable	TOUMBERLIN , RUSSELL L		75.00
	Invoice	Date	Description		Amount
Check	110515TOUMBERLIN	11/05/2015	EE RUSSELL TOUMBERLIN NOV TRAVEL REIMBURSEMENT		75.00
	01/25/2016	274776 Accounts Payable	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS		16.50
	Invoice	Date	Description		Amount
Check	1012016	01/01/2016	ACCT#563477 DEC 2015		16.50
	01/25/2016	274777 Accounts Payable	TYCO INTEGRATED SECURITY		1,289.35
	Invoice	Date	Description		Amount
Check	25216297	11/01/2015	ACCT#01300 189061422 MONROE		1,270.30
	1213426	12/05/2015	LATE FEE ACCT#01300 189061422 MONROE		19.05
	01/25/2016	274778 Accounts Payable	TYLER TECHNOLOGIES INC		217.20
Check	025-144567	12/31/2015	CUST#43098 2 YR SSL SECURITY CERT		217.20
	01/25/2016	274779 Accounts Payable	UNIFIRST CORPORATION		154.07
	Invoice	Date	Description		Amount
Check	3151601437	01/06/2016	Copper & Timber Shops Uniform delivery & cleaning serv		79.41
	3151599481	12/31/2015	Copper & Timber Shops Uniform delivery & cleaning serv		74.66
	01/25/2016	274780 Accounts Payable	UNIVERSITY OF ARIZONA - COLLEGE OF AGRICULTURE		15,000.00
Check	114891	01/06/2016	FY16 2ND QTR COOPERATIVE EXTENSION WORK		15,000.00
	01/25/2016	274781 Accounts Payable	US IMAGING		201.25
	Invoice	Date	Description		Amount
Check	8099	12/31/2015	Recorders Office Imaging		201.25
	01/25/2016	274782 Accounts Payable	WEST PAYMENT CENTER		2,195.39
	Invoice	Date	Description		Amount
	833303309	01/04/2016	Law Library materials		2,195.39

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/25/2016	274783 Accounts Payable	WESTERN TECHNOLOGIES INC		2,234.38
	Invoice	Date	Description		Amount
	21860002	01/11/2016	Environmental testing of County property at 5709 S. Russell Rd.		2,234.38
Check	01/25/2016	274784 Accounts Payable	WIST OFFICE PRODUCTS COMPANY		57.40
	Invoice	Date	Description		Amount
	1375734	09/02/2015	CUST#138777 HEALTH		56.32
	13759999	09/02/2015	CUST#138777 HEALTH		1.08
Check	01/25/2016	274785 Accounts Payable	WOODS , DONALD		450.00
	Invoice	Date	Description		Amount
	22638	01/06/2016	910 E MESQUITE HH#4873		450.00
Check	01/25/2016	274786 Accounts Payable	WORLD WEST LLC DBA PAYSON ROUNDUP		70.67
	Invoice	Date	Description		Amount
	0101160004684	01/01/2016	ACCT#0004684 BOARD OF SUPERVISORS SUBSCRIPTION		70.67
Check	01/25/2016	274787 Accounts Payable	Network Imaging		268.97
	Invoice	Date	Description		Amount
	136545	11/17/2015	Cartridge for Buckhead Landfill Printer		268.97
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 123		\$245,604.19
Checks:	123		\$245,604.19		

Payroll

No Payroll Activity

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/25/2016 10:31:48 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/18/2016' AND '01/24/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
ACE HARDWARE	6	\$135.83		\$0.00	6	\$135.83
ADOBE *PHOTOGRAPHY PLAN	1	\$10.85		\$0.00	1	\$10.85
AMAZON MKTPLACE PMTS	2	\$221.25		\$0.00	2	\$221.25
AMAZON.COM	3	\$131.25		\$0.00	3	\$131.25
AMERICAN 0012396354495	2	\$900.40		\$0.00	2	\$900.40
AMERICAN REFRIG SUPP #	1	\$212.10		\$0.00	1	\$212.10
American Refrig Supp #	1	\$51.59		\$0.00	1	\$51.59
APL*APPLEONLINESTOREUS	1	\$481.84		\$0.00	1	\$481.84
APS PAYSON 3036	1	\$121.77		\$0.00	1	\$121.77
ARIZONA ASSOC OF COUNT	3	\$240.00		\$0.00	3	\$240.00
ARIZONA ASSOCIATION OF	1	\$150.00		\$0.00	1	\$150.00
AUTOZONE #2713	2	\$122.64	1	(\$115.23)	3	\$7.41
BALAR EQUIPMENT	2	\$189.49		\$0.00	2	\$189.49
BAUER REPAIR LLC	2	\$56.92		\$0.00	2	\$56.92
BELL FORD INC	2	\$195.14		\$0.00	2	\$195.14
BLACK AND TAN TALES LL	2	\$540.33		\$0.00	2	\$540.33
BROWNS PARTSMaster	2	\$413.65		\$0.00	2	\$413.65
CARL'S JR. #8376	1	\$10.45		\$0.00	1	\$10.45
CHAPMAN AUTO CENTER	2	\$243.74		\$0.00	2	\$243.74
CHARM-TEX	5	\$743.51		\$0.00	5	\$743.51
CHEVRON 0202515	1	\$25.71		\$0.00	1	\$25.71
CHIEF SUPPLY	1	\$512.71		\$0.00	1	\$512.71
COBRE VALLEY MOTORS	1	\$261.95		\$0.00	1	\$261.95
COPPER HILLS INN	2	\$393.92		\$0.00	2	\$393.92

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/25/2016 10:31:48 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/18/2016' AND '01/24/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
CRESCENT ELECTRIC 190	1	\$9.88		\$0.00	1	\$9.88
DEK AUTO PARTS LLC	3	\$62.71	1	(\$11.52)	4	\$51.19
DENNY'S #6361	1	\$19.13		\$0.00	1	\$19.13
DRAKE EQUIPMENT	2	\$531.63		\$0.00	2	\$531.63
DREAM MANOR INN	1	\$92.63		\$0.00	1	\$92.63
DRURY INNS	1	\$158.72		\$0.00	1	\$158.72
ELDER'S CREATIONS	1	\$18.12		\$0.00	1	\$18.12
EMPIRE 42, PART	1	\$183.07	1	(\$185.17)	2	(\$2.10)
EMPIRE INTERNET PARTS	2	\$284.44	1	(\$0.83)	3	\$283.61
EXXONMOBIL 97426852	1	\$27.00		\$0.00	1	\$27.00
FACILITEC, INC.	1	\$1,847.95		\$0.00	1	\$1,847.95
FIESTA BUSINESS PRODUC	3	\$55.69		\$0.00	3	\$55.69
FREIGHTLINER OF AZ - T	1	\$46.02		\$0.00	1	\$46.02
FRYS-FOOD-DRG #109	2	\$215.12		\$0.00	2	\$215.12
GAN*AZ REP ADV	1	\$99.00		\$0.00	1	\$99.00
GIANT #6042	1	\$28.42		\$0.00	1	\$28.42
GIANT CAR WASH #62	1	\$8.00		\$0.00	1	\$8.00
GLOBE MVD/CDL/ENF	1	\$12.00		\$0.00	1	\$12.00
HILTON GARDEN INN YUMA	1	\$641.72		\$0.00	1	\$641.72
ICOM AMERICA COM	1	\$88.79		\$0.00	1	\$88.79
INTERMOUNTAIN LOCK AND	1	\$50.42		\$0.00	1	\$50.42
JD AND JL LOCKSHOP AND	1	\$65.00		\$0.00	1	\$65.00
KEVLIN STEEL & SUPPLY	1	\$216.02		\$0.00	1	\$216.02
KIMBALL MIDWEST	2	\$703.97		\$0.00	2	\$703.97

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/25/2016 10:31:48 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/18/2016' AND '01/24/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
LEONARD PAULS PIZZA	1	\$83.27		\$0.00	1	\$83.27
LJL*LIBRARY JOURNALS	1	\$129.99		\$0.00	1	\$129.99
MACKS AUTO SUPPLY GLOB	1	\$57.17		\$0.00	1	\$57.17
MERLE'S AUTO SUPPLY	9	\$1,260.70		\$0.00	9	\$1,260.70
MID STATE PIPE & SUPPL	2	\$73.51		\$0.00	2	\$73.51
MTE COMMUNICATIONS	1	\$86.77		\$0.00	1	\$86.77
NGA	1	\$180.00		\$0.00	1	\$180.00
OASIS PRINTING	2	\$808.65		\$0.00	2	\$808.65
OFFICE DEPOT #1080	1	\$68.74		\$0.00	1	\$68.74
OFFICE DEPOT #5101	18	\$2,223.79		\$0.00	18	\$2,223.79
ONLINE ORDER	1	\$157.19		\$0.00	1	\$157.19
OREILLY AUTO 00028308	1	\$39.43		\$0.00	1	\$39.43
PALACE HEALTH MART	1	\$403.11		\$0.00	1	\$403.11
PAYPAL *AZIAAO	4	\$865.00		\$0.00	4	\$865.00
PAYPAL *NEWEGGCOM	1	\$73.89		\$0.00	1	\$73.89
PAYPAL *POLICE RECO	1	\$385.00		\$0.00	1	\$385.00
PAYSON CARQUEST	9	\$767.31	1	(\$105.86)	10	\$661.45
PINAL LUMBER	6	\$550.13		\$0.00	6	\$550.13
PIZZA HUT #028240	2	\$200.00		\$0.00	2	\$200.00
POSGUYS.COM	1	\$447.00		\$0.00	1	\$447.00
PRECISION ROLLER	1	\$135.75		\$0.00	1	\$135.75
PRINTERSUPPLIES.COM	1	\$367.00		\$0.00	1	\$367.00
PUBLIC AGENCY TRAINING	1	\$295.00		\$0.00	1	\$295.00
QT 401 05004015	1	\$26.10		\$0.00	1	\$26.10

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/25/2016 10:31:48 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/18/2016' AND '01/24/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
RADISSON HOTELS	2	\$362.46		\$0.00	2	\$362.46
RIM COUNTRY POWER SPOR	1	\$54.25		\$0.00	1	\$54.25
SAFEWAY STORE00012914	1	\$30.39		\$0.00	1	\$30.39
SAN CARLOS APACHE	1	\$5.00		\$0.00	1	\$5.00
SHELL OIL 605412204QPS	2	\$49.86		\$0.00	2	\$49.86
SHOPLET.COM	3	\$766.38		\$0.00	3	\$766.38
SKEDDA.COM SKEDDA PREM	1	\$49.00		\$0.00	1	\$49.00
SONIC DRIVE IN #4565	1	\$7.25		\$0.00	1	\$7.25
SQ *HB'S PLACE	1	\$7.41		\$0.00	1	\$7.41
STAPLES 00114488	1	\$11.72		\$0.00	1	\$11.72
STAPLES DIRECT	1	\$71.47		\$0.00	1	\$71.47
STATE BAR OF ARIZONA	6	\$2,660.00		\$0.00	6	\$2,660.00
TEXACO 0356213 Q61	1	\$18.44		\$0.00	1	\$18.44
THE HOME DEPOT #0422	2	\$47.93		\$0.00	2	\$47.93
TONTO BASIN HARDWARE	1	\$1.38		\$0.00	1	\$1.38
TRACTOR SUPPLY CO #172	2	\$21.66		\$0.00	2	\$21.66
TRI TECH FORENSICS	1	\$173.50		\$0.00	1	\$173.50
TRUCK PRO	1	\$115.12		\$0.00	1	\$115.12
TWIN ARROWS NAVAJO HOT	1	\$77.97		\$0.00	1	\$77.97
UNITED RENTALS #018396	1	\$46.35	1	(\$21.72)	2	\$24.63
UPS*000000X60F10026	1	\$8.49		\$0.00	1	\$8.49
USPS 03617904733803438	1	\$7.18		\$0.00	1	\$7.18
VONAGE *PRICE+TAXES	1	\$74.05		\$0.00	1	\$74.05
WAL-MART #1334	2	\$35.89	1	(\$30.00)	3	\$5.89

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/25/2016 10:31:48 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/18/2016' AND '01/24/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
WAL-MART #1369	3	\$151.95		\$0.00	3	\$151.95
WIST SUPPLY EQUIPMENT	7	\$1,235.91		\$0.00	7	\$1,235.91
WM SUPERCENTER #1334	5	\$232.51		\$0.00	5	\$232.51
WM SUPERCENTER #1369	3	\$67.08		\$0.00	3	\$67.08
WOODY'S FOOD STORE # 1	1	\$33.00		\$0.00	1	\$33.00
WORLDWEST NEWSPAPERS-2	1	\$102.12		\$0.00	1	\$102.12
WW GRAINGER	1	\$21.37		\$0.00	1	\$21.37
WWW.NEWEGG.COM	1	\$80.98		\$0.00	1	\$80.98
ZEP SALES AND SERVICE	2	\$601.90		\$0.00	2	\$601.90
Grand Total:	207	\$28,746.96	7	(\$470.33)	214 Transaction(s) /	\$28,276.63 /

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Transaction Summary by Parent Merchant



Gila County, Arizona

Weekly Expenditure Report
(11 January – 17 January 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(11 January - 17 January 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	Pioneer Title Agency - 3 Checks	\$ 38,903.48	Batch Date 1/19/16
Special Check Run		\$ -	
Special Check Run		\$ -	
Regular Weekly AP Check Run	Various Payees - 92 Checks	\$ 444,884.18	Batch Date 1/19/2016
		<u>\$ -</u>	
Gross AP Expenditures:		\$ 483,787.66	
Void - Check # 268743	Christopher M. McGroarty	\$ 1.48	Over six months old
Void - Check # 268868	Arizona Magistrates Association	\$ 160.00	Over six months old
Void - Check # 270171	Ann Leonard	<u>\$ 37.38</u>	Over six months old
Less Voided Payments:		\$ 198.86	
Net AP Expenditures:		<u>\$ 483,588.80</u>	

AP Reference Only	Payee/Description	Amount	Comment
Void # 270868/ Reissue #274567	Justin M. Solberg	\$ 87.50	Lost in mail
Void # 274240/ Reissue #274568	Sarah Elizabeth Stone	\$ 3,227.00	Lost in mail

Payroll Expenditures

Payroll Expenditure Type	Payee/Description	Amount	Comment
Regular Payroll	Direct Deposit Payments	\$ 571,852.15	
Regular Payroll	Paper Checks	\$ 25,945.95	
Employer Taxes	Social Security and Medicare	\$ 67,731.78	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ 331,793.29	
Benefits	Retirement, Health Insurance, etc.	<u>\$ 305,786.14</u>	
Sub-total Payroll Expenditures:		\$ 1,303,109.31	
Payroll - Hand Issue		\$ -	
Payroll - Hand Issue		\$ -	
Employer Taxes	Social Security and Medicare	\$ -	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ -	
Benefits	Retirement, Health Insurance, etc.	<u>\$ -</u>	
Sub-total Hand Issue Payroll Expenditures:		\$ -	
Total Payroll Expenditures:		<u>\$ 1,303,109.31</u>	

Payroll Reference Only	Payee/Description	Amount	Comment
Void Check # 274538	JP Morgan Chase - ACH Deposit	\$ 571,852.15	Electronic Transaction

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 483,588.80
Total Payroll Expenditures:	<u>\$ 1,303,109.31</u>
Total Accounts Payable & Payroll Expenditures:	<u>\$ 1,786,698.11</u>

Credit Card Charges

Transaction	Merchant	Amount	Comment
273 Transactions 11 Jan - 17 Jan 2016	Various Merchants	\$ 32,198.43	Payment Due: Feb 2016

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016 /

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/19/2016	274661 Accounts Payable	PIONEER TITLE AGENCY		6,771.00
	Invoice	Date	Description		Amount
	00137536-004	01/19/2016	RIGHT OF WAY #201-14-001K TCB16-ROW		6,771.00
Check	01/19/2016	274662 Accounts Payable	PIONEER TITLE AGENCY		16,589.16
	Invoice	Date	Description		Amount
	00137534-004MPH	01/19/2016	RIGHT OF WAY #201-14-001K TCB16-ROW		16,589.16
Check	01/19/2016	274663 Accounts Payable	PIONEER TITLE AGENCY		15,543.32
	Invoice	Date	Description		Amount
	00136023-004MPH	01/19/2016	RIGHT OF WAY #201-14-001L TCB16-ROW		15,543.32
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 3		\$38,903.48 ✓
Checks:		3	\$38,903.48		

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016 /

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/19/2016	274569 Accounts Payable	ALLIANT GAS LLC		45.91
	Invoice	Date	Description		Amount
		121515000753400	12/15/2015	1100 N BEELINE HWY #G	45.91
Check	01/19/2016	274570 Accounts Payable	AMERICAN FENCE & SECURITY CO INC		3,300.00
	Invoice	Date	Description		Amount
		1887918	12/30/2015	Relocate & Modify Globe Jail Security Gates-Dumpster Bin Alcove	3,300.00
Check	01/19/2016	274571 Accounts Payable	AMERICAN HOMEPATIENT RBC		30.00
	Invoice	Date	Description		Amount
		Z246125	12/09/2015	COMPRESSED MEDICAL OXY USP	30.00
Check	01/19/2016	274572 Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		324.71
	Invoice	Date	Description		Amount
		8426212	12/30/2015	Assessor's Office Plotter Equipment and Software	324.71
Check	01/19/2016	274573 Accounts Payable	AMERIPRIDE LINEN AND APPAREL SERVICES		50.88
	Invoice	Date	Description		Amount
		1700519818	12/29/2015	Floor mat service at PW Administration Building	50.88
Check	01/19/2016	274574 Accounts Payable	ARIZONA JUSTICE OF THE PEACE ASSOCIATION		100.00
	Invoice	Date	Description		Amount
		011316LITTLED	01/13/2016	EE DOROTHY LITTLE JAN-DEC 2016 DUES	100.00
Check	01/19/2016	274575 Accounts Payable	ARIZONA PUBLIC SERVICE		2,473.00
	Invoice	Date	Description		Amount
		23293	01/04/2016	ACCT#351364283 HH#2997	500.00
		23294	01/04/2016	ACCT#171173285 HH#10575	450.00
		23296	01/04/2016	ACCT#974297206 & 036168280 HH#6448	228.00
		23299	01/05/2016	ACCT#713217285 HH#7395	173.00
		22626	01/04/2016	ACCT#154068287 HH#10577	250.00
		22627	01/04/2016	ACCT#955658286 HH#10578	116.00
		22629	01/04/2016	ACCT#768858258 HH#10579	250.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		22630	01/05/2016	ACCT#416220284 HH#5127	80.00
		22633	01/05/2016	ACCT#893608284 HH#8921	124.00
		22637	01/06/2016	ACCT#86179282 HH#4873	53.00
		22639	01/07/2016	ACCT#619908281 HH#9910	249.00
Check	01/19/2016	274576 Accounts Payable	ARIZONA PUBLIC SERVICE		36,440.29
	Invoice	Date	Description		Amount
		010616727700280	01/06/2016	727700280 BEELINE/PINE HWY	146.09
		10516184801280	01/05/2016	ACCT#184801280	35,959.51
		010716473510284	01/07/2016	473510284 VERDE PARK SLID	334.69
Check	01/19/2016	274577 Accounts Payable	ARIZONA SILVER BELT		286.69
	Invoice	Date	Description		Amount
		64822	12/02/2015	HUMAN RESOURCES ACCT#106456	13.87
		64954	12/09/2015	Human Resource ACCT#106456	13.87
		65122	12/16/2015	Humane Resource	13.87
		65154	12/23/2015	Human Resource ACCT#65154	13.87
		65332	12/30/2015	Human Resource ACCT#106456	13.87
		65148	12/23/2015	S MERRY CHRISTMAS PG5 CUST #101514	122.09
		65330	12/30/2015	LE9598 CUST#109388	51.00
		010116	01/01/2016	#47 GILA COUNTY TREASURER RENEWAL	44.25
Check	01/19/2016	274578 Accounts Payable	ARIZONA STATE TREASURER		117,767.00
	Invoice	Date	Description		Amount
		020116	01/14/2016	FY16 AHCCCS ACUTE CARE CONTRIBUTIONS	117,767.00
Check	01/19/2016	274579 Accounts Payable	BECK, JOSHUA		246.33
	Invoice	Date	Description		Amount
		12212015	12/21/2015	Travel REimbursement 120815-122115	246.33
Check	01/19/2016	274580 Accounts Payable	BINGHAM, SADIE J		27.50
	Invoice	Date	Description		Amount
		11172015	11/17/2015	Travel Reimbursement 111615-111715	27.50
Check	01/19/2016	274581 Accounts Payable	BINNEY, MATHEW		112.50
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		120315BINNEYM	12/03/2015	EE MATTHEW BINNEY NOV/DEC TRAVEL REIMBURSEMENT	112.50
Check	01/19/2016	274582 Accounts Payable	BOB BARKER COMPANY INC		241.35
	Invoice	Date	Description		Amount
		UT1000371161	12/30/2015	Shampoo for Detention	241.35
Check	01/19/2016	274583 Accounts Payable	BURKE , LORI BETH		25.00
	Invoice	Date	Description		Amount
		12182015	12/18/2015	Family Planning Services	25.00
Check	01/19/2016	274584 Accounts Payable	CABLE ONE		4,091.66
	Invoice	Date	Description		Amount
		010116-105627525	01/01/2016	Acct No. 105627525	187.47
		010115-105529168	01/01/2016	Acct. No. 105529168	151.37
		010116-105639405	01/01/2016	105639405/Community Services	3,752.82
Check	01/19/2016	274585 Accounts Payable	CENTER FOR DISEASE DETECTION LLC		12.34
	Invoice	Date	Description		Amount
		1419425	11/30/2015	Laboratory Testing Services	12.34
Check	01/19/2016	274586 Accounts Payable	CENTURYLINK		493.69
	Invoice	Date	Description		Amount
		9284253393122815	12/28/2015	SERV FOR 928 425 3393 894B	2.59
		9284253721122815	12/28/2015	SERV FOR 928 425 3721 065B	32.06
		9284749652122815	12/28/2015	SERV FOR 928 474 9652 726B	43.92
		9284745341122815	12/28/2015	SERV FOR ACCT# 928-474-5341	40.62
		9284253854112215	11/22/2015	Serv For 928-425-3854	32.68
		9284253854122215	12/22/2015	Serv For 928-425-3854	33.35
		100635184	12/01/2015	IGA 0050215 GPD Equip Maint.	308.47
Check	01/19/2016	274587 Accounts Payable	CERTIFIED BICYCLE		684.94
	Invoice	Date	Description		Amount
		01112016	01/11/2016	bike parts	684.94
Check	01/19/2016	274588 Accounts Payable	CHRISTOPHER CREEK FIRE DISTRICT		87.25
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		814012140001	12/23/2015	Refund for Credit Balance	87.25
Check	01/19/2016	274589 Accounts Payable	CITY OF GLOBE		20,000.00
	Invoice		Date	Description	Amount
		01112016	01/11/2016	Grant - Globe Active Adult Center - Meals on Wheels	20,000.00
Check	01/19/2016	274590 Accounts Payable	CLINE , JANET		150.00
	Invoice		Date	Description	Amount
		1025	01/11/2016	CDL Physical - Adrian Mata	75.00
		1026	12/21/2015	CDL Physical for Ruben Gonzales	75.00
Check	01/19/2016	274591 Accounts Payable	COMMERCIAL CARD SOLUTIONS		114,177.05
	Invoice		Date	Description	Amount
		01042016	01/04/2016	Dec 2015 Chrgs Act# 5567239000000214	114,177.05
Check	01/19/2016	274592 Accounts Payable	COPPER COUNTRY NEWS		172.38
	Invoice		Date	Description	Amount
		65198	12/23/2015	Merry Xmas Ad	172.38
Check	01/19/2016	274593 Accounts Payable	COPPERNET SYSTEM INC		79.95
	Invoice		Date	Description	Amount
		134540	01/01/2016	COPPERNET 1658270	79.95
Check	01/19/2016	274594 Accounts Payable	CREDIT CARD REVOLVING FUND		12,379.47
	Invoice		Date	Description	Amount
		122815RUTHERFORD	12/01/2015	NANCY RUTHERFORD DEC STMT FOR NOV CHGS	943.22
		12012015HALE	12/01/2015	Nov Chrgs Dec Stmt Kathy Hale	410.44
		12012015KEEGAN	12/01/2015	Nov Chrgs Dec Stmt Michelle Keegan	13.92
		12012015GRICE	12/01/2015	Nov Chrgs Dec Stmt Sherry Grice	864.48
		12012015CHAVEZ	12/01/2015	Nov Chrgs Dec Stmt Sarah Chavez	606.18
		12012015LUHM	12/01/2015	Nov Chrgs Dec Stmt David Luhm	1,687.56
		11022015LUHM	11/02/2015	Oct Chrgs Nov Stmt David Luhm	1,491.11
		12012015BINGHAM	12/01/2015	Nov Chrgs Dec Stmt Sadie Bingham	115.64
		122815ANDERSONJ	12/01/2015	JAMILYN ANDERSON DEC STMT FOR NOV CHGS	119.67
		122815STRATTONK	12/01/2015	KAYCEE STRATTON DEC STMT FOR NOV CHGS	530.92
		122815SCALESR	12/01/2015	RAMONA SCALES DEC STMT FOR NOV CHGS	(41.10)

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		122815RIPPLED	12/01/2015	DENICE RIPPLE DEC STMT FOR NOV CHGS	96.39
		122815RIGGSK	12/01/2015	KELLY RIGGS DEC STMT FOR NOV CHGS	350.96
		112715SHEPHERDJ	11/02/2015	JOHN SHEPHERD NOV STMT FOR OCT CHGS	66.00
		122815ANDERSONS	12/01/2015	STEVEN ANDERSON DEC STMT FOR NOV CHGS	51.08
		122815WILLIAMSC	12/01/2015	CHARLOTTE WILLIAMS DEC STMT FOR NOV CHGS	129.48
		122815PENNELLY	12/01/2015	YODONA PENNELL DEC STMT FOR NOV CHGS	746.33
		122815ARNEYS	12/01/2015	SAMUEL ARNEY DEC STMT FOR NOV CHGS	56.39
		122815TANNERC	12/01/2015	CAROL TANNER DEC STMT FOR NOV CHGS	296.21
		122815RIOSE	12/01/2015	ESTHER RIOS DEC STMT FOR NOV CHGS	722.15
		122815SHORTL	12/01/2015	LAURA SHORT DEC STMT FOR NOV CHGS	225.99
		122815RHYNEK	12/01/2015	KENDALL RHYNE DEC STMT FOR NOV CHGS	193.00
		122815WOODR	12/01/2015	RHONDA WOOD DEC STMT FOR NOV CHGS	49.65
		112715WILLIAMSC	11/02/2015	CHARLOTTE WILLIAMS NOV STMT FOR OCT CHGS	399.16
		122815ROMEROB	12/01/2015	BARBARA ROMERO DEC STMT FOR NOV CHGS	1,068.37
		122815ROGERSB	12/01/2015	BRIAN ROGERS DEC STMT FOR NOV CHGS	219.94
		122815WINTERSS	12/01/2015	SHARON WINTERS DEC STMT FOR NOV CHGS	966.33
Check	01/19/2016	274595 Accounts Payable	DALMOLIN CHIROPRACTIC CARE		85.00
	Invoice	Date	Description		Amount
	#1	01/04/2016	CDL Physcial Gary Frantom		85.00
Check	01/19/2016	274596 Accounts Payable	DJ'S COMPANIES INC		245.17
	Invoice	Date	Description		Amount
	15-2882	12/01/2015	Fairgrounds/Porta-Jons		98.07
	15-2888	12/01/2015	Copper Roads Department Portable Toilets		147.10
Check	01/19/2016	274597 Accounts Payable	EARTH MOVER TIRE SALES INC		884.61
	Invoice	Date	Description		Amount
	28464	01/07/2016	Copper Fleet passenger tires		884.61
Check	01/19/2016	274598 Accounts Payable	EARTHQUEST PLUMBING INC		137.15
	Invoice	Date	Description		Amount
	15-2888	01/10/2016	HH#7988		137.15
Check	01/19/2016	274599 Accounts Payable	Emily Danies Attorney at Law, LLC		6,576.41
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	7700	01/06/2016	Legal Services for Indigent Citizens		6,576.41
Check	01/19/2016	274600 Accounts Payable	EMPIRE CAT		3,254.47
	Invoice	Date	Description		Amount
	EMPS3778495	12/28/2015	J-5 RETRO FIT AIR DRYER SYSTEM		1,232.52
	EMPS3780278	12/30/2015	SNOW PLOW BLADE W/TRAPEZOID CARBIDE(B-164,B-189,B-218		2,021.95
Check	01/19/2016	274601 Accounts Payable	EMPIRE MACHINERY COMPANY		7,583.62
	Invoice	Date	Description		Amount
	9955501	12/28/2015	Recondition Power Shift Transmission		7,583.62
Check	01/19/2016	274602 Accounts Payable	FITZGERALD , JACK		400.00
	Invoice	Date	Description		Amount
	22635	01/05/2016	Eviction Prevention - 605 East Apt A HH# 10557		400.00
Check	01/19/2016	274603 Accounts Payable	GILA COUNTY TREASURER		2,211.69
	Invoice	Date	Description		Amount
	01112016	01/11/2016	Pyt for Jurors		2,211.69
Check	01/19/2016	274604 Accounts Payable	GLOBE EXTERMINATORS		145.00
	Invoice	Date	Description		Amount
	GCPWFSPC1123015	12/30/2015	Extermination @ Sign Shop/Facilities		45.00
	GCLSPC2173015	12/30/2015	Extermination @ Landfill/Scale House		15.00
	GCLRPC1123015	12/30/2015	Landfill/Recycle Extermination		35.00
	GCRSPC1123015	12/30/2015	Extermination @ Roads		50.00
Check	01/19/2016	274605 Accounts Payable	GRICE , ROSE MARY		120.00
	Invoice	Date	Description		Amount
	01072016	01/07/2016	JV2013196 + JV2013156		80.00
	01122016	01/12/2016	CV2014-223 Noriega Vs. Town of Miami		40.00
Check	01/19/2016	274606 Accounts Payable	GRIFFINS PROPANE		499.90
	Invoice	Date	Description		Amount
	5632	12/04/2015	Propane Payson/ SO+Roads		340.84
	6307	01/05/2016	Propane for Act# 801386		159.06
Check	01/19/2016	274607 Accounts Payable	HEALTHCARE MEDICAL WASTE		195.29

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
SERVICES					
	Invoice	Date	Description		Amount
	106864	12/30/2015	Juvenile Detention-Medical Waste Containment		81.57
	106865	12/30/2015	Sheriff's Office Jail-Medical Waste Containment		113.72
Check	01/19/2016	274608 Accounts Payable	INTERSTATE ELECTRONICS		463.26
	Invoice	Date	Description		Amount
	9264	12/31/2015	BizHub 600 County Attorney Office		152.54
	9265	12/31/2015	BizHub C454 Globe Superior Court		91.80
	9266	12/31/2015	BizHub C454 Globe Superior Court		123.50
	9275	12/31/2015	BizHub 600 Globe Justice Court		74.23
	9276	12/31/2015	BizHub C450 Globe Justice Court		11.04
	9277	12/31/2015	BizHub C450 Globe Justice Court		10.15
Check	01/19/2016	274609 Accounts Payable	JURY SYSTEMS INC		4,458.00
	Invoice	Date	Description		Amount
	6801	11/24/2015	Annual Maintenance Renewal		4,458.00
Check	01/19/2016	274610 Accounts Payable	KEEN MD PA , PHILIP E		1,995.00
	Invoice	Date	Description		Amount
	1212.01.15	12/12/2015	Medical Examiner St Vs. Verdugo CR20140446		1,995.00
Check	01/19/2016	274611 Accounts Payable	KOHL'S RANCH OWNERS ASSOCIATION		2,228.24
	Invoice	Date	Description		Amount
	12222015	12/22/2015	Refund of Balance		2,228.24
Check	01/19/2016	274612 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		740.83
	Invoice	Date	Description		Amount
	237491059	12/30/2015	BizHub 601 BOS/Copy Room		105.14
	237576858	12/31/2015	BizHub C20X Payson CAP Program/Color		99.04
	237576996	12/31/2015	BizHub C280 Payson Constable/Color		74.62
	237588731	12/31/2015	BizHub C552DS Payson Probation/Color/Quarterly		143.70
	237577116	12/31/2015	BizHub C353 Public Works Color		102.76
	237311186	12/11/2015	BizHub C454e Globe Health/Color		15.91
	237588575	12/31/2015	BizHub C652DS Payson Health		136.35

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		237762465	01/07/2016	BizHub C452 Payson Courts/Color	52.60
		237415667	12/22/2015	BizHub 282 Payson Courthouse	10.71
Check	01/19/2016	274613 Accounts Payable	KS STATEBANK		264.94
		Invoice	Date	Description	Amount
		PYT#17-3347311	01/05/2016	BizHub C554e Globe Sheriff's Admin/Records Office	264.94
Check	01/19/2016	274614 Accounts Payable	KS STATEBANK		267.85
		Invoice	Date	Description	Amount
		PYT#10-3348028	01/05/2016	BizHub C554e/Globe Sheriff's Patrol	267.85
Check	01/19/2016	274615 Accounts Payable	LAW OFFICE OF CARRIE CANIZALES PLLC		6,065.00
		Invoice	Date	Description	Amount
		1512	12/31/2015	Legal Service for Indigent Citizens	6,065.00
Check	01/19/2016	274616 Accounts Payable	LAW OFFICE OF JONATHAN L WARSHAW PLLC		6,955.00
		Invoice	Date	Description	Amount
		1-1-16	01/01/2016	Legal Services for Indigent Citizens	6,955.00
Check	01/19/2016	274617 Accounts Payable	LBISAT LLC		144.00
		Invoice	Date	Description	Amount
		30825	01/01/2016	Satellite Service for the Gila Monster	144.00
Check	01/19/2016	274618 Accounts Payable	MTE COMMUNICATIONS		297.26
		Invoice	Date	Description	Amount
		010116-013798	01/01/2016	Account No. 013798/Phone Service	144.38
		010116-013770	01/01/2016	Acct. No. 013770 PW	152.88
Check	01/19/2016	274619 Accounts Payable	MULTI BUSINESS SYSTEMS		2,000.00
		Invoice	Date	Description	Amount
		10516	01/05/2016	PrePaid Postage Juror Questionnaire Mailing	2,000.00
Check	01/19/2016	274620 Accounts Payable	MULTI BUSINESS SYSTEMS		410.15
		Invoice	Date	Description	Amount
		269518	12/31/2015	Mailing of Juror Questionnaires	410.15

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/19/2016	274621 Accounts Payable	MYERS & ASSOCIATES PLLC		3,895.95
	Invoice	Date	Description		Amount
	1601	01/06/2016	Legal Services for Indigent Citizens		3,895.95
Check	01/19/2016	274622 Accounts Payable	NORTHERN GILA COUNTY SANITARY DISTRICT		907.80
	Invoice	Date	Description		Amount
	010416-00269980	01/04/2016	Northern Gila Sanitary 00269980-01		90.00
	010416-00100080	01/04/2016	Northern Gila Sanitary 00100080-02		310.80
	010416-00218640	01/04/2016	Northern Gila Sanitary 00218640-02		271.80
	010416-00218900	01/04/2016	Northern Gila Sanitary 00218900-02		55.20
	010416-00221660	01/04/2016	Napa Bldg Act# 00221660-03		45.00
	010416-00236830	01/04/2016	Northern Gila Sanitary 00236830-01		90.00
	010416-00263460	01/04/2016	Northern Gila Sanitary 00263460-02		45.00
Check	01/19/2016	274623 Accounts Payable	OFFICE DEPOT		496.99
	Invoice	Date	Description		Amount
	815996944001	12/30/2015	Spool - Deskpads for Finance		18.67
	815997825001	12/30/2015	Labels + KeyKlean for Finance		49.12
	813965932001	12/23/2015	Batteries/Paper for Payson Health		105.97
	814012140001	12/23/2015	Office Supplies for Rabies		74.91
	813966340001	12/23/2015	Desk Pad for Payson		20.57
	813966664001	12/23/2015	Paper for Globe Health		94.19
	814011659001	12/23/2015	Liners for Rabies		44.66
	814012141001	12/23/2015	Deskpads + Bags for Rabies		24.19
	814927645001	01/04/2016	Office Supplies for Health		64.71
Check	01/19/2016	274624 Accounts Payable	ONLINE COMPUTER LIBRARY CENTER, INC		5.51
	Invoice	Date	Description		Amount
	438088	12/31/2015	Group Svcs Monthly Access		5.51
Check	01/19/2016	274625 Accounts Payable	OPENGOV, INC		2,433.33
	Invoice	Date	Description		Amount
	1822	12/31/2015	Four Year Software Agreement		2,433.33
Check	01/19/2016	274626 Accounts Payable	PAYSON WATER DEPT		66.16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice					Amount
12301500110110					33.08
12301500101825					33.08
Check	01/19/2016	274627 Accounts Payable	PIMA COUNTY		18,400.00
Invoice					Amount
16-1913					16,100.00
16-3321					2,300.00
Check	01/19/2016	274628 Accounts Payable	PINE VIEW RV PARK		225.00
Invoice					Amount
23298					225.00
Check	01/19/2016	274629 Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		368.72
Invoice					Amount
9704751-DC15					368.72
Check	01/19/2016	274630 Accounts Payable	PROFFITT, LINDA		300.00
Invoice					Amount
2015-00033					300.00
Check	01/19/2016	274631 Accounts Payable	PUEBLO MECHANICAL AND CONTROLS INC		426.62
Invoice					Amount
26024					426.62
Check	01/19/2016	274632 Accounts Payable	QUALITY PUMPING LLC		179.64
Invoice					Amount
182					179.64
Check	01/19/2016	274633 Accounts Payable	RECALL SECURE DESTRUCTION SERVICES INC		599.53
Invoice					Amount
3453367890					224.95
9700034414					374.58

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/19/2016	274634 Accounts Payable	REECE , KAYCEE L		11.29
	Invoice	Date	Description		Amount
		110315REECEK	11/03/2015	EE KAYCEE REECE NOV TRAVEL REIMBURSEMENT	11.29
Check	01/19/2016	274635 Accounts Payable	RIGGS , KELLY L		479.40
	Invoice	Date	Description		Amount
		123015RIGGSK	12/30/2015	EE KELLY RIGGS DEC TRAVEL REIMBURSEMENT	479.40
Check	01/19/2016	274636 Accounts Payable	ROLF , RHONDA		82.62
	Invoice	Date	Description		Amount
		120215ROLFR	12/02/2015	EE RHONDA ROLF DEC TRAVEL REIMBURSEMENT	82.62
Check	01/19/2016	274637 Accounts Payable	SALT RIVER PROJECT		975.71
	Invoice	Date	Description		Amount
		123115586670008	12/30/2015	SERV FOR ACCT#586-670-008	975.71
Check	01/19/2016	274638 Accounts Payable	SAN CARLOS IRRIGATION PROJECT		189.00
	Invoice	Date	Description		Amount
		22641	01/07/2016	ACCT#08115 HH#6895	189.00
Check	01/19/2016	274639 Accounts Payable	SCALES , GARY V		413.10
	Invoice	Date	Description		Amount
		123115SCALES	12/31/2015	EE GARY SCALES DEC TRAVEL REIMBURSEMENT	413.10
Check	01/19/2016	274640 Accounts Payable	SCALES , RAMONA		38.97
	Invoice	Date	Description		Amount
		120415SCALESR	12/04/2015	EE RAMONA SCALES DEC TRAVEL REIMBURSEMENT	18.97
		110615SCALESR	11/06/2015	EE RAMONA SCALES NOV TRAVEL REIMBURSEMENT	20.00
Check	01/19/2016	274641 Accounts Payable	SHELL , STEVEN W		1,100.00
	Invoice	Date	Description		Amount
		22632	01/05/2016	8958 S SIX SHOOTER CYN #20 HH#6921	600.00
		22634	01/05/2016	8958 S SIX SHOOTER CYN #10 HH#10582	500.00
Check	01/19/2016	274642 Accounts Payable	SCHMITT , AUDREY		200.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		121115SCHMITTA	12/11/2015	EE AUDREY SCHMITT NOV/DEC TRAVEL REIMBURSEMENT	200.00
Check	01/19/2016	274643 Accounts Payable	SOURCE HOV		103.47
	Invoice	Date	Description		Amount
		347741	11/30/2015	MT Toner	103.47
Check	01/19/2016	274644 Accounts Payable	SOUTHWEST GAS		869.00
	Invoice	Date	Description		Amount
		22628	01/04/2016	ACCT#4610008801047 HH#10578	243.00
		22631	01/05/2016	ACCT#4610098434032 HH#5127	400.00
		22636	01/06/2016	ACCT#4610010409023 HH#4873	129.00
		22640	01/07/2016	ACCT#4610006474038 HH#9910	97.00
Check	01/19/2016	274645 Accounts Payable	SPILLMAN TECHNOLOGIES, INC		11,519.00
	Invoice	Date	Description		Amount
		31902	12/29/2015	Pawned Property Module-Sheriff's Office	11,519.00
Check	01/19/2016	274646 Accounts Payable	TELECHECK SERVICES INC		90.00
	Invoice	Date	Description		Amount
		A620906572	01/04/2016	SERV FOR TELECHECK #20906572	90.00
Check	01/19/2016	274647 Accounts Payable	TIOGA ENERGY, INC		2,784.09
	Invoice	Date	Description		Amount
		SLB-1065	12/31/2015	SERV FOR CENTRAL HEIGHTS	1,237.93
		SLB-1041	12/31/2015	SERV FOR GLOBE COURTHOUSE	1,546.16
Check	01/19/2016	274648 Accounts Payable	TRINITY SERVICE GROUP INC		29,667.25
	Invoice	Date	Description		Amount
		3008600020	12/04/2015	Inmate Meals ADULTS/JUVENILES	26,072.00
		3008600021	12/04/2015	Inmate Meals	2,347.85
		3008600022	12/04/2015	Inmate Meals JUVENILES	1,247.40
Check	01/19/2016	274649 Accounts Payable	TURNERY , CHARLES R		18.36
	Invoice	Date	Description		Amount
		123115TURNERYC	12/31/2015	EE CHARLES TURNERY DEC TRAVEL REIMBURSEMENT	18.36
Check	01/19/2016	274650 Accounts Payable	TYLER TECHNOLOGIES INC		1,100.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/19/2016 ✓

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/19/2016	274658 Accounts Payable	WRANGLER PLUMBING INC		103.76
	Invoice	Date	Description		Amount
	622817	12/22/2015	Payson & Star Valley-Emergency & Regular Maintenance		103.76
Check	01/19/2016	274659 Accounts Payable	WRIGHT , TIMOTHY		339.66
	Invoice	Date	Description		Amount
	010516WRIGHTT	01/05/2016	EE TIMOTHY WRIGHT DEC/JAN TRAVEL REIMBURSEMENT		339.66
Check	01/19/2016	274660 Accounts Payable	WYDEBEAM BROADBAND		49.99
	Invoice	Date	Description		Amount
	254398	12/31/2015	SERVICE FOR #480-964-4749 TONTO BASIN INTERNET		49.99
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 92		\$444,884.18 ✓
Checks:	92 ✓		\$444,884.18		

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	268743 ✓	03/09/2015	Voided	Over six months old	01/14/2016	Accounts Payable	CHRISTOPHER M MCGROARTY	1.48 ✓
Check	268868	03/16/2015	Voided	Over six months old	01/14/2016	Accounts Payable	ARIZONA MAGISTRATES ASSOCIATION	160.00 ✓
Check	270171	05/11/2015	Voided	Over six months old	01/14/2016	Accounts Payable	ANN LEONARD	37.38 ✓
Total Voided Transactions: 3								<u><u>\$198.86</u></u> ✓

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1-14-16

*****Gila County*****

Void Payment - Reissue Check Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable							
Check	06/15/2015	270868 Accounts Payable	SOLBERG , JUSTIN M		Check	274567 ✓	87.50 ✓
Check	12/21/2015	274240 Accounts Payable	STONE , SARAH ELIZABETH		Check	274568	3,227.00 ✓
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 2				<u>\$3,314.50</u>
Checks:		2	\$3,314.50				

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1-14-16

Payroll



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 12/28/15 - 01/10/16

119,194 Pay Batch 220161

1-13-16

Pay Batch 220161 Total

Employees in Pay Batch 574

Female Employees in Pay Batch 318

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Amount
ADMINL - Admin Leave	144.0000	2,524.60	Gross	929,591.39	ASRS Altern Contr Rate	1,507.02
CALL - Call Out Pay	3.0000	54.96	Federal	77,130.38	Deputy's Alternate Contrib Rate	1,104.72
CALLOW - Clothing Allowance	.0000	2,434.94	FICA	54,893.78	Employer Provided	170,415.42
CASE PREP - Case Preparation	.0000	50.00	Medicare	12,838.00	Health Savings Acct	685.00
DF - Bereavement	24.0000	301.77	State Tax	24,946.93	Retirement - AZ State	69,517.24
ECOMP - Earned Comp Time	52.0000	.00	Buyback - AZ State Ret	1,119.95	Retirement - AZ State LTD	734.95
ECOMP 1.5 - Earned Comp Time	329.2500	.00	Def Comp Pre-Tax - National	2,175.50	Retirement - Corp AOC	11,547.89
ESCK - Earned Sick Time	1,632.0920	.00	Def Comp Pre-Tax - Security Bft	2,187.85	Retirement - Corr Detention	7,317.32
EVAC - Earned Vacation	2,330.2240	.00	Def Comp Pre-Tax- Met Life	240.00	Retirement - Corr Dispatcher	1,428.39
HALLOW - Housing Allowing	.0000	250.00	Def Comp Pre-Tax-Waddell	1,537.50	Retirement - Corr Medical	512.51
HOL - Holiday Pay	4,199.2000	83,014.92	Dental PPO	1,454.00	Retirement - Deputy	32,064.00
JPT - Judge Pro Temp Pay	.0000	115.28	Dental Premium	1,380.15	Retirement - Elected Official	8,951.68
JUDG PRO TEMP - Temporary	95.0000	5,679.23	Dues - Northern AZ Law Enf	285.00	Total	\$305,786.14
LWP - Leave w/o Pay	20.0000	.00	FSA-Full	628.21		
MILITARY W/O PAY - MILITARY	80.0000	.00	Garn - Chd Supp Clearinghouse	2,644.00	Direct Deposits	Amount
PREM - Premium - Overtime Pay	392.7500	11,265.34	Garn - Thunderbird Collection	568.39	*JP Morgan	63,516.89
REG - Regular - Hourly	33,602.2500	661,277.06	Garn - US Dept of Education	281.23	American Express Centurion Bank	1,080.38
REG PT - Part-time - hourly	529.7500	8,261.94	Garn-HRC/S.Hammerman	107.70	American United FCU	1,031.38
RETRO - Retro (back) pay	.0000	26.00	Garn-Midland Funding LLC	182.20	America's Christian Credit Union	80.00
SAL - Salary	.0000	45,592.41	Health Savings Acct	1,620.16	Arizona Central Credit Union	100.00
TEMP - Temporary	463.5000	6,719.25	High Deductible Hlth Plan	1,122.50	Arizona Federal Credit Union	320.00
UCOMP - Used Comp Time	256.0150	4,428.94	High Deductible Plan Post-Tax	132.50	Arizona State Credit Union	6,787.34
USCKH - Used Sick - Hourly	1,516.6750	28,822.47	Ins - AFLAC Post-Tax	588.39	Bank of America	47,787.62
UVACH - Used Vacation - Hourly	2,724.1650	56,980.08	Ins - AFLAC Pre-Tax	4,333.28	Bank of the West 2	73,726.83
VAC PAYOUT - Vacation Payout	401.5500	11,792.20	Ins - Colonial After-Tax	3,914.03	Canyon State CU	20,847.86
Total	48,795.4210	\$929,591.39	Ins - Colonial Pre-Tax	1,679.95	Charles Schwab Bank	2,191.87
			Ins - Modern Woodmen	33.55	Colorado State Employees CU	50.00
			Preferred Provider Only	31,165.55	Compass Bank	5,788.18
			Preferred Provider Post-Tax	1,397.50	Desert School Federal CU	22,175.77
			Retirement - AZ State	69,517.24	Discover Bank	763.44
			Retirement - AZ State LTD	734.95	First Convenience Bank	150.00
			Retirement - Corp AOC	4,868.07	GE Money Bank	893.09
			Retirement - Corr Detention	6,899.01	Great Western Bank	21,516.25
			Retirement - Corr Dispatcher	802.40	Green Dot Bank	1,156.98
			Retirement - Corr Medical	483.21	M & T Bank	1,052.63
			Retirement - Deputy	9,273.75	Meta Bank/Money Network	751.38
			Retirement - Elected Official	4,952.01	MidFirst Bank	2,973.09
			Union Dues - AZCOPS	40.00	Mountain America Credit Union	80.00



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 12/28/15 - 01/10/16

Pay Batch 220161

Union Dues - FOP	170.56
Vision	824.00
Voluntary Term Life Ins	<u>2,639.91</u>
Net	<u>\$597,798.10</u> ✓

W/H & Ded. \$331,793.29
ER Taxes \$67,731.78

.00	National Bank of Arizona	9,651.37
.00	Navy Federal Credit Union	1,740.80
.00	Pima Federal Credit Union	100.00
	Pinal County FCU	801.56
	Ray Federal Credit Union	2,727.92
	Redwood Credit Union	2,142.11
	Robins Federal Credit Union	1,676.53
	Tucson Old Pueblo CU	1,357.10
	US Bank 4	966.62
	USAA Federal Savings Bank	15,236.89
	Vantage West Credit Union	905.80
	Washington Federal	42,277.84
	Wells Fargo	2,316.61
	Wells Fargo - California	573.98
	Wells Fargo - New Mexico	1,811.04
	Wells Fargo Bank - North Dakota	1,249.50
	Wells Fargo Bank 1	1,567.28
	Wells Fargo Bank NA - Arizona	209,284.60
	Wells Fargo Bank NA - Nevada	<u>643.62</u>
	Total	<u>\$571,852.15</u> ✓
	Check	\$25,945.95 ✓

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/15/2016	274539 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		4,921.67
	Invoice	Date	Description		Amount
	2016-00001562	01/15/2016	AFLAC - Ins - AFLAC Pre-Tax*		4,921.67
Check	01/15/2016	274540 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		211,214.79
	Invoice	Date	Description		Amount
	2016-00001563	01/15/2016	PPO - Preferred Provider Only*		211,214.79
Check	01/15/2016	274541 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		143,131.35
	Invoice	Date	Description		Amount
	2016-00001564	01/15/2016	AZ State Retirem - Retirement - AZ State *		143,131.35
Check	01/15/2016	274542 Accounts Payable	AZCOPS		40.00
	Invoice	Date	Description		Amount
	2016-00001565	01/15/2016	UN DUES-SHER - Union Dues - AZCOPS		40.00
Check	01/15/2016	274543 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,593.98
	Invoice	Date	Description		Amount
	2016-00001566	01/15/2016	COLONIAL - Ins - Colonial Pre-Tax*		5,593.98
Check	01/15/2016	274544 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		34,019.65
	Invoice	Date	Description		Amount
	2016-00001567	01/15/2016	CORR DET RET - Retirement - Corr Detention *		34,019.65
Check	01/15/2016	274545 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		13,903.69
	Invoice	Date	Description		Amount
	2016-00001568	01/15/2016	ELEC OFF RET - Retirement - Elected Official *		13,903.69
Check	01/15/2016	274546 Accounts Payable	FRATERNAL ORDER OF POLICE		170.56
	Invoice	Date	Description		Amount
	2016-00001569	01/15/2016	UNION DUES - Union Dues - FOP		170.56

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/15/2016	274547 Accounts Payable	GILSBAR FSA		628.21
	Invoice	Date	Description		Amount
	2016-00001570	01/15/2016	FSA-FULL - FSA-Full		628.21
Check	01/15/2016	274548 Accounts Payable	GILSBAR HSA		2,305.16
	Invoice	Date	Description		Amount
	2016-00001571	01/15/2016	HSA - Health Savings Acct*		2,305.16
Check	01/15/2016	274549 Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
	2016-00001572	01/15/2016	GARNISH-HRC - Gam-HRC/S.Hammerman		107.70
Check	01/15/2016	274550 Accounts Payable	JP MORGAN CHASE DOR		25,105.67
	Invoice	Date	Description		Amount
	2016-00001573	01/15/2016	STATE - State Tax*		25,105.67
Check	01/15/2016	274551 Accounts Payable	JP MORGAN CHASE FEDERAL TAX		77,897.34
	Invoice	Date	Description		Amount
	2016-00001574	01/15/2016	FED - Federal*		77,897.34
Check	01/15/2016	274552 Accounts Payable	JP MORGAN CHASE FICA EE		55,132.94
	Invoice	Date	Description		Amount
	2016-00001575	01/15/2016	FICA - FICA*		55,132.94
Check	01/15/2016	274553 Accounts Payable	JP MORGAN CHASE FICA ER		55,132.94
	Invoice	Date	Description		Amount
	2016-00001576	01/15/2016	FICA - FICA*		55,132.94
Check	01/15/2016	274554 Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,893.93
	Invoice	Date	Description		Amount
	2016-00001577	01/15/2016	MEDICARE - Medicare*		12,893.93
Check	01/15/2016	274555 Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,893.93
	Invoice	Date	Description		Amount
	2016-00001578	01/15/2016	MEDICARE - Medicare*		12,893.93
Check	01/15/2016	274556 Accounts Payable	METLIFE		240.00

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	2016-00001579		01/15/2016	DEF COMP EJ - Def Comp Pre-Tax- Met Life	240.00
Check	01/15/2016	274557 Accounts Payable		MIDLAND FUNDING LLC C/O JOHNSON MARK	182.20
	Invoice		Date	Description	Amount
	2016-00001580		01/15/2016	GARNISH-MIDLAND - Garn-Midland Funding LLC	182.20
Check	01/15/2016	274558 Accounts Payable		MODERN WOODMEN OF AMERICA	33.55
	Invoice		Date	Description	Amount
	2016-00001581		01/15/2016	INSURANCE - Ins - Modern Woodmen	33.55
Check	01/15/2016	274559 Accounts Payable		NATIONWIDE RETIREMENT SOLUTIONS	2,175.50
	Invoice		Date	Description	Amount
	2016-00001582		01/15/2016	DEF COMP - Def Comp Pre-Tax - National	2,175.50
Check	01/15/2016	274560 Accounts Payable		NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	285.00
	Invoice		Date	Description	Amount
	2016-00001583		01/15/2016	ASSOC DUES - Dues - Northern AZ Law Enf	285.00
Check	01/15/2016	274561 Accounts Payable		PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	42,442.47
	Invoice		Date	Description	Amount
	2016-00001584		01/15/2016	DEPUTY'S RET - Retirement - Deputy *	42,442.47
Check	01/15/2016	274562 Accounts Payable		SECURITY BENEFIT GROUP	2,187.85
	Invoice		Date	Description	Amount
	2016-00001585		01/15/2016	DEF COMP SB - Def Comp Pre-Tax - Security Bft	2,187.85
Check	01/15/2016	274563 Accounts Payable		SUPPORT PAYMENT CLEARINGHOUSE	2,644.00
	Invoice		Date	Description	Amount
	2016-00001586		01/15/2016	CHILD SUPPORT - Garn - Chd Supp Clearinghouse*	2,644.00
Check	01/15/2016	274564 Accounts Payable		THUNDERBIRD COLLECTION SPEC INC	568.39
	Invoice		Date	Description	Amount
	2016-00001587		01/15/2016	GARNISH-THUNDER - Garn - Thunderbird Collection*	568.39

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/15/2016	274565 Accounts Payable	US DEPARTMENT OF EDUCATION		281.23
	Invoice	Date	Description		Amount
	2016-00001588	01/15/2016	GARNISH-EDUC - Garn - US Dept of Education*		281.23
Check	01/15/2016	274566 Accounts Payable	WADDELL & REED		1,537.50
	Invoice	Date	Description		Amount
	2016-00001589	01/15/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		1,537.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 28		\$707,671.20
Checks:	28		\$707,671.20		

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/14/2016	274538 Accounts Payable	JP MORGAN CHASE ACH DEPOSIT		571,852.15
	Invoice	Date	Description		Amount
	220161	01/14/2016	PR ACH 12/28/15-01/10/16		571,852.15
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$571,852.15</u>
Checks:	1	\$571,852.15			

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	274538	01/14/2016	Voided	Ach Direct Deposit	01/14/2016	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	571,852.15
Payments:								
	Invoice Number	Invoice Date	Description			Void Action		Net Amount
	220161	01/14/2016	PR ACH 12/28/15-01/10/16			Void Invoice		571,852.15
Distributions:								
	G/L Account Number				Due To/Due From		Debit Amount	Credit Amount
	1005_1000.10 (General Fund_Operating cash balances Cash in treasury)						571,852.15	
	1005_1000.15 (General Fund_Operating cash balances Outstanding payroll warrants)							571,852.15
Total Voided Transactions: 1								<u>\$571,852.15</u>

SM
1-14-16

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/20/2016 10:56:28 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/11/2016' AND '01/17/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
098-SWP PHOENIX	1	\$40.14		\$0.00	1	\$40.14
ACE HARDWARE	10	\$359.12		\$0.00	10	\$359.12
ALICE TRAINING INSTITU	1	\$595.00		\$0.00	1	\$595.00
AMAZON MKTPLACE PMTS	11	\$770.03		\$0.00	11	\$770.03
AMAZON.COM	7	\$478.89		\$0.00	7	\$478.89
APPLEBEES 987198298714	2	\$28.00		\$0.00	2	\$28.00
AQUARIUS RESERVATIONS	1	\$33.59		\$0.00	1	\$33.59
ARCO #42201	1	\$23.94		\$0.00	1	\$23.94
ARIZONA PARTNERSHIP FO	1	\$1,250.00		\$0.00	1	\$1,250.00
AUTOZONE #2713	1	\$178.00		\$0.00	1	\$178.00
AVELLA OF PHOENIX III	1	\$8.38		\$0.00	1	\$8.38
BASHAS' #054	2	\$77.49		\$0.00	2	\$77.49
BATTERY DEPOT INC	1	\$18.94		\$0.00	1	\$18.94
BAUER REPAIR LLC	2	\$78.45		\$0.00	2	\$78.45
BELL FORD INC	7	\$129.82		\$0.00	7	\$129.82
BIG COUNTRY SUPPLY	1	\$465.24		\$0.00	1	\$465.24
BROWNS PARTSMaster	1	\$48.48		\$0.00	1	\$48.48
CASH WELLS FARGO C/A #	2	\$255.93		\$0.00	2	\$255.93
CHAPMAN AUTO CENTER	4	\$619.14		\$0.00	4	\$619.14
CHARM-TEX	6	\$1,323.91		\$0.00	6	\$1,323.91
CIRCLE K 06665	1	\$30.25		\$0.00	1	\$30.25
CIRCLE K 06670	1	\$67.90		\$0.00	1	\$67.90
CLEAR ADVNTG AUTO GLAS	2	\$431.25		\$0.00	2	\$431.25
COBRE VALLEY MOTORS	1	\$106.19		\$0.00	1	\$106.19

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

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Orientation: Landscape

Selection Criteria: Post Date Is Between '01/11/2016' AND '01/17/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
COMFORT SUITES	2	\$472.20		\$0.00	2	\$472.20
COPPER COUNTRY NEWS	1	\$504.00		\$0.00	1	\$504.00
COPPER HILLS INN	1	\$100.43		\$0.00	1	\$100.43
COURTESY WRITE OFF		\$0.00	1	(\$39.90)	1	(\$39.90)
DEK AUTO PARTS LLC	6	\$606.31	3	(\$53.18)	9	\$553.13
DELL SALES & SERVICE	1	\$209.07		\$0.00	1	\$209.07
EL POLLO LOCO 3755	1	\$11.07		\$0.00	1	\$11.07
EMPIRE 42. PART	1	\$185.17		\$0.00	1	\$185.17
EMPIRE INTERNET PARTS	6	\$1,017.94		\$0.00	6	\$1,017.94
ENTENMANN-ROVIN COMPAN	1	\$206.50		\$0.00	1	\$206.50
ESRI DOMESTIC EVENTS	1	\$299.00		\$0.00	1	\$299.00
ETR ASSOCIATES	1	\$289.99		\$0.00	1	\$289.99
EXPEDIA*1122015494587	6	\$2,985.04		\$0.00	6	\$2,985.04
FAMILY DOLLAR #5102	1	\$9.77		\$0.00	1	\$9.77
FIESTA BUSINESS PRODUC	1	\$163.81		\$0.00	1	\$163.81
FREIGHTLINER OF AZ - T		\$0.00	1	(\$18.39)	1	(\$18.39)
FRYS-FOOD-DRG #109	4	\$222.91		\$0.00	4	\$222.91
GIANT #6042	3	\$59.61		\$0.00	3	\$59.61
HERTZ RENT-A-CAR	1	\$41.97		\$0.00	1	\$41.97
HOBBY LOBBY ECOMM	1	\$27.49		\$0.00	1	\$27.49
HOLIDAY INN EXPRESS	1	\$171.80		\$0.00	1	\$171.80
HOLIDAY INN EXPRESS PE	3	\$1,476.24		\$0.00	3	\$1,476.24
HOLIDAYINNCASAGRANDE	1	\$196.70		\$0.00	1	\$196.70
HOLTZ INDUSTRIES INC	2	\$50.24	1	(\$25.12)	3	\$25.12

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

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Orientation: Landscape

Selection Criteria: Post Date Is Between '01/11/2016' AND '01/17/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
HUMMUS EXPRESS	1	\$11.00		\$0.00	1	\$11.00
INLAND KENWORTH INC #2	1	\$76.44		\$0.00	1	\$76.44
INO*INTELIUS.COM/SB	1	\$19.95		\$0.00	1	\$19.95
INTERMOUNTAIN LOCK AND		\$0.00	1	(\$79.60)	1	(\$79.60)
KFC C750043 05400437	1	\$8.64		\$0.00	1	\$8.64
KIMBALL MIDWEST	2	\$907.97		\$0.00	2	\$907.97
LA QUINTA INN & SUITES	1	\$112.93		\$0.00	1	\$112.93
LEXMARK US B2B	1	\$52.28		\$0.00	1	\$52.28
MACKS AUTO SUPPLY GLOB	9	\$624.79		\$0.00	9	\$624.79
MAJESTIC MOUNTAIN INN	1	\$101.22		\$0.00	1	\$101.22
MARCANTI ELECTRIC INC	1	\$101.17		\$0.00	1	\$101.17
MAVERIK #499	1	\$43.78		\$0.00	1	\$43.78
MAZATZAL HOTEL	1	\$108.90		\$0.00	1	\$108.90
MCDONALD'S F4076	1	\$1.09		\$0.00	1	\$1.09
MCSPADDEN FORD	6	\$1,593.64		\$0.00	6	\$1,593.64
MERLE'S AUTO SUPPLY	6	\$764.76		\$0.00	6	\$764.76
MOTEL 6	1	\$324.60		\$0.00	1	\$324.60
NAVOPACHE ELECTRIC COO	1	\$223.92		\$0.00	1	\$223.92
NEHA	1	\$130.00		\$0.00	1	\$130.00
NOR*NORTHERN TOOL	1	\$303.72		\$0.00	1	\$303.72
OFFICE DEPOT #5101	16	\$2,156.70		\$0.00	16	\$2,156.70
OFFICE DEPOT #5125	1	\$27.87		\$0.00	1	\$27.87
OLIVE GARDEN 00013755	1	\$25.50		\$0.00	1	\$25.50
ONLINE INSULATION	1	\$388.39		\$0.00	1	\$388.39

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/20/2016 10:56:28 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/11/2016' AND '01/17/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
ORIENTAL TRADING CO	1	\$73.22		\$0.00	1	\$73.22
OTTERBOX/LIFEPROOF	1	\$4.99		\$0.00	1	\$4.99
PALACE ADV ROOM DEP	1	\$44.80		\$0.00	1	\$44.80
PALACE HEALTH MART	2	\$646.29		\$0.00	2	\$646.29
PAYPAL *ALZHEIMERSA	1	\$52.24		\$0.00	1	\$52.24
PAYPAL *TERRENCEFRE	1	\$139.12		\$0.00	1	\$139.12
PAYSON CAMPGROUND & RV	1	\$39.80		\$0.00	1	\$39.80
PAYSON CARQUEST	24	\$1,596.48		\$0.00	24	\$1,596.48
PAYSON PACKAGING	1	\$50.81		\$0.00	1	\$50.81
PAYSON TIRE AND AUTOMO	1	\$99.00		\$0.00	1	\$99.00
PINAL LUMBER	9	\$250.49		\$0.00	9	\$250.49
PLANTRONICS	1	\$523.78		\$0.00	1	\$523.78
POPEYE'S #11900	1	\$7.80		\$0.00	1	\$7.80
PP*ELREYMOTEL	1	\$206.00		\$0.00	1	\$206.00
QT 437 05004379	1	\$36.19		\$0.00	1	\$36.19
QT 482 05004825	1	\$30.00		\$0.00	1	\$30.00
READYTALK	1	\$53.09		\$0.00	1	\$53.09
REALTRUCK	1	\$179.90		\$0.00	1	\$179.90
SAWMILL THEATRE	1	\$65.00		\$0.00	1	\$65.00
SHELL OIL 605412204QPS	1	\$26.03		\$0.00	1	\$26.03
SHOPLET.COM	3	\$180.01		\$0.00	3	\$180.01
SONIC DRIVE IN #4555	1	\$8.39		\$0.00	1	\$8.39
SQ *RIM COUNTRY REGION	1	\$40.00		\$0.00	1	\$40.00
STAPLES 00113977	1	\$85.15		\$0.00	1	\$85.15

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/20/2016 10:56:28 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/11/2016' AND '01/17/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
STAPLES 00114488	1	\$11.72		\$0.00	1	\$11.72
STATE BAR OF ARIZONA	2	\$815.00		\$0.00	2	\$815.00
SWEET TOMATOES 36 Q14	1	\$13.29		\$0.00	1	\$13.29
THE HOME DEPOT #0422	3	\$317.41		\$0.00	3	\$317.41
THE SANDWICHE SHOPPE	1	\$10.20		\$0.00	1	\$10.20
TONTO APACHE MAZATZAL	1	\$10.56		\$0.00	1	\$10.56
TOWN OF PAYSON	1	\$250.00		\$0.00	1	\$250.00
TRACTOR SUPPLY CO #201	1	\$21.73		\$0.00	1	\$21.73
TWIN ARROWS NAVAJO HOT	1	\$77.97		\$0.00	1	\$77.97
USPS 03617904733803438	2	\$13.70		\$0.00	2	\$13.70
WAL-MART #1334	3	\$352.88		\$0.00	3	\$352.88
WAL-MART #1369	4	\$199.47		\$0.00	4	\$199.47
WESTERN DRUG, INC.	1	\$29.91		\$0.00	1	\$29.91
WILSONAMPLIFIERS.COM	1	\$425.99		\$0.00	1	\$425.99
WIST SUPPLY EQUIPMENT	4	\$97.74		\$0.00	4	\$97.74
WM SUPERCENTER #1334	4	\$111.12		\$0.00	4	\$111.12
WM SUPERCENTER #1369	3	\$70.63		\$0.00	3	\$70.63
WOODY'S FOOD STORE # 1	1	\$29.00		\$0.00	1	\$29.00
WORLDWEST NEWSPAPERS-2	1	\$229.77		\$0.00	1	\$229.77
WW GRAINGER	1	\$53.35		\$0.00	1	\$53.35
Grand Total:	266	\$32,414.62	7	(\$216.19)	273 Transaction(s) ✓	\$32,198.43 ✓



Gila County, Arizona

Weekly Expenditure Report
(4 January – 10 January 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(4 January - 10 January 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	Gila County Treasurer - 1 Check	\$ 28,169.72	Batch Date 1/7/2016
Special Check Run	Arizona Department of Administration	\$ 4,360.58	Batch Date 1/11/2016
Special Check Run		\$ -	
Regular Weekly AP Check Run	Various Payees - 116 Checks	\$ 741,899.96	Batch Date 1/11/2016
		<u>\$ -</u>	
Gross AP Expenditures:		\$ 774,430.26	
Void - Check #274423	Arizona Department of Administration	\$ 4,360.58	Incorrect sub-department
Void - Check #		\$ -	
Void - Check #		<u>\$ -</u>	
Less Voided Payments:		\$ 4,360.58	
Net AP Expenditures:		<u>\$ 770,069.68</u>	

AP Reference Only	Payee/Description	Amount	Comment
Void # 274217/ Reissue #274417	Timothy Nelson	\$ 6,979.00	Mailed, Never Received
Void # / Reissue #		\$ -	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description	Amount	Comment
Regular Payroll	Direct Deposit Payments	\$ -	
Regular Payroll	Paper Checks	\$ -	
Employer Taxes	Social Security and Medicare	\$ -	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ -	
Benefits	Retirement, Health Insurance, etc.	<u>\$ -</u>	
Sub-total Payroll Expenditures:		\$ -	
Payroll - Hand Issue	Austin Stratton	\$ 2,558.62	Final Check
Payroll - Hand Issue		\$ -	
Employer Taxes	Social Security and Medicare	\$ 295.09	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ 1,343.85	
Benefits	Retirement, Health Insurance, etc.	<u>\$ 721.05</u>	
Sub-total Hand Issue Payroll Expenditures:		\$ 4,918.61	
Total Payroll Expenditures:		<u>\$ 4,918.61</u>	

Payroll Reference Only	Payee/Description	Amount	Comment
Void Check #	JP Morgan Chase - ACH Deposit	\$ -	Electronic Transaction

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 770,069.68
Total Payroll Expenditures:	<u>\$ 4,918.61</u>
Total Accounts Payable & Payroll Expenditures:	<u>\$ 774,988.29</u>

Credit Card Charges

Transaction	Merchant	Amount	Comment
203 Transactions 4 Jan - 10 Jan 2016	Various Merchants	\$ 23,585.20	Payment Due: Feb 2016

Accounts Payable

*****Gila County*****

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department		Bank Account	Check Date		Starting Check Number	
201.140 Finance Department, System Generated		JP Morgan Accounts Payable	01/07/2016		274418	
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department, System Generated						
	10757 - GILA COUNTY TREASURER	3332622	Interest Due on Bonds ABA 124000054	01/07/2016	01/22/2016	28,169.72 ✓
Total Selected Invoices: 1						<u>\$28,169.72</u>

AK
1-7-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/11/2016	274535 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		4,360.58
	Invoice	Date	Description		Amount
	123115A	12/31/2015	DEC 2105 RISK MANAGEMENT		4,360.58
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$4,360.58</u> ✓
Checks:	1		\$4,360.58		

1-11-16
DW

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	01/11/2016	274419 Accounts Payable	AFFILION OF COBRE VALLEY PLL		1,112.00
	Invoice	Date	Description		Amount
	082915	12/15/2015	PAT ACCT#001149367662ACV ID#08292015		1,112.00
Check	01/11/2016	274420 Accounts Payable	AHWATUKEE FOOTHILLS PLASTIC SURGERY		1,723.00
	Invoice	Date	Description		Amount
	091715	09/17/2015	PAT ACCT#7762 DOS 9/1/15		1,723.00
Check	01/11/2016	274421 Accounts Payable	ALLIANT GAS LLC		263.14
	Invoice	Date	Description		Amount
	121515-842600	12/15/2015	SERV FOR 842600		76.56
	121515-415300	12/15/2015	CUST#044203 ACCT#000415300		111.58
	23278	12/14/2015	Propane Assistance Act# 456900 HH# 7581		75.00
Check	01/11/2016	274422 Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		324.71
	Invoice	Date	Description		Amount
	8383740	11/30/2015	Assessor's Office Plotter Equipment and Software		324.71
Check	01/11/2016	274423 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		4,360.58 ✓
	Invoice	Date	Description		Amount
	123115	12/31/2015	RISK MANAGEMENT DEC 2015		4,360.58
Check	01/11/2016	274424 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		1,000.00
	Invoice	Date	Description		Amount
	2013-030	12/11/2015	AZ OpenBooks Transperency Project 2016		1,000.00
Check	01/11/2016	274425 Accounts Payable	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST		417,243.37
	Invoice	Date	Description		Amount
	122315	12/23/2015	JANUARY MEDICAL/DENTAL/VISION PREMIUMS GROUP S2696		417,243.37
Check	01/11/2016	274426 Accounts Payable	ARIZONA PUBLIC SERVICE		1,893.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		23282	12/21/2015	Electric Assistance # 890437288 HH# 8360	410.00
		23283	12/23/2015	ACCT#110677283 HH#10567	200.00
		23285	12/24/2015	ACCT#289958285 HH#10568	140.00
		23288	12/29/2015	ACCT#503018285 HH#9372	400.00
		23289	12/29/2015	ACCT#197558285 HH#10569	500.00
		23291	12/30/2015	ACCT#904747285 HH#10057	243.00
Check	01/11/2016	274427 Accounts Payable	ARIZONA PUBLIC SERVICE		973.52
	Invoice	Date	Description		Amount
		122115-548862289	12/21/2015	548862289 COURTHOUSE PARKING LOT LIGHTS	643.10
		122115-202566283	12/21/2015	202566283 S/O EVIDENCE STORAGE BLDG	90.23
		295101283122215	12/22/2015	295101283 MIAMI GARDENS SLID	240.19
Check	01/11/2016	274428 Accounts Payable	ARIZONA STATE PRISON GLOBE		351.00
	Invoice	Date	Description		Amount
		B19107 20151210	12/21/2015	Facilities Mgmt/Inmate Labor	96.00
		B19108 20151210	12/21/2015	Landfill Inmate Labor.	90.00
		B19109 20151210	12/21/2015	Roads Dept/Inmate Labor	165.00
Check	01/11/2016	274429 Accounts Payable	ARIZONA SUPREME COURT		4,720.00
	Invoice	Date	Description		Amount
		2016-00014034	12/16/2015	RISK MANAGEMENT CUST#1206 FY16	4,720.00
Check	01/11/2016	274430 Accounts Payable	AT&T		68.89
	Invoice	Date	Description		Amount
		1218159284672155	12/18/2015	ACCT#051 355 1584 001	37.58
		1215159284672156	12/15/2015	ACCT#0190861845001 928-467-2156	31.31
Check	01/11/2016	274431 Accounts Payable	AT&T		5.12
	Invoice	Date	Description		Amount
		1222159284672515	01/22/2015	ACCT#H035416572	5.12
Check	01/11/2016	274432 Accounts Payable	ATWELL LLC		10,487.00
	Invoice	Date	Description		Amount
		0181685	12/15/2015	Professional Consulting Service for Landfills	10,487.00
Check	01/11/2016	274433 Accounts Payable	AZTEC ALARMS		264.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice					Amount
Check	15743		Recycle Landfill Attendant Bldg-1321 E Buckhead Landfill Rd,		264.00
	01/11/2016	274434 Accounts Payable	BARKLEY EXCAVATING LLC		240.00
	Invoice				Amount
Check	010416		Snow Removal/Payson County Offices		240.00
	01/11/2016	274435 Accounts Payable	BELL , DAVID		3,122.00
	Invoice				Amount
Check	gilabelljan2016		Legal Services for Indigent Citizens		3,122.00
	01/11/2016	274436 Accounts Payable	BERNAYS , MICHAEL B		7,673.00
	Invoice				Amount
Check	2016-01		Legal Services fro Indigent Citizens		7,673.00
	01/11/2016	274437 Accounts Payable	BUZAN , MALISSA A		27.50
	Invoice				Amount
Check	11102015		Travel REimbursement 110915-111015		27.50
	01/11/2016	274438 Accounts Payable	C&M COMMUNICATIONS		2,500.00
	Invoice				Amount
Check	22363		Linking Communications-Consultation Agreement		2,500.00
	01/11/2016	274439 Accounts Payable	CABLE ONE		1,079.35
	Invoice				Amount
Check	121615-105921514		Acct. No. 105921514		324.34
	121615-105921449		Acct. No. 105921449		123.50
	121615-105617260		Acct. No. 105617260		237.14
	121615-105632608		Acct. No. 105632608		394.37
	01/11/2016	274440 Accounts Payable	CANYON COUNTRY DESIGNS INC		1,068.70
	Invoice				Amount
	12312015		Consulting and Architectural Services for Various Buildings in		1,068.70
Check	01/11/2016	274441 Accounts Payable	CANYON STATE OIL		13,276.35
	Invoice				Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		0486943-IN	12/23/2015	Fuel @ Courthouse	6,014.92
		0493740-IN	01/04/2016	Fuel @ Payson	6,818.84
		0493314-IN	01/04/2016	Perf. 500 Full Syn- @ Payson	442.59
Check	01/11/2016	274442 Accounts Payable	CARPENTER, RAY A		100.00
		Invoice	Date	Description	Amount
		01022016	01/02/2016	Reimbursement for Safety Boots	100.00
Check	01/11/2016	274443 Accounts Payable	CENGAGE LEARNING INC		103.90
		Invoice	Date	Description	Amount
		56717708	11/17/2015	Wheeler Western 5	103.90
Check	01/11/2016	274444 Accounts Payable	CENTURYLINK		1,721.42
		Invoice	Date	Description	Amount
		9284028090121015	12/10/2015	SERV FOR HEALTH 928-402-8090	104.15
		9284020315121015	12/10/2015	SERV FOR SHERIFFS 928-402-0315	37.79
		9284723024121015	12/10/2015	SERV FOR SHERIFFS 928-472-3024	32.71
		9284029481121015	12/10/2015	SERV FOR SOLID WASTE 928-402-9481	40.18
		9284028195121015	12/10/2015	SERV FOR FACILITIES 928-402-8195	98.42
		9284021870121015	12/10/2015	Serv For 928-402-1870	327.66
		9284020423121015	12/10/2015	SERV FOR FUEL MANG 928-402-0423	33.35
		9284727920121015	12/10/2015	SERV FOR SHERIFFS 928-472-7920	103.56
		9284028089121015	12/10/2015	SERV FOR SHERIFFS 928-402-8089	287.67
		9284721124121015	12/10/2015	SERV FOR GCIT 928-472-1124	130.84
		9284724621121015	12/10/2015	SERV FOR CLERK OF COURT	216.59
		9284688056121615	12/16/2015	Serv For 928-468-8056-725B	40.34
		9284688963121615	12/16/2015	Serv For 928-468-8963-436B	62.21
		9284686881121615	12/16/2015	Serv For 928-468-6881-895B	100.86
		9284681124121615	12/16/2015	Serv For 928-468-1124 Courts EIS	105.09
Check	01/11/2016	274445 Accounts Payable	CHAMBERS, BRYAN B		330.48
		Invoice	Date	Description	Amount
		12292015	12/29/2015	Travel REimbursement 120115-122915	330.48
Check	01/11/2016	274446 Accounts Payable	CITY OF GLOBE		5,507.29
		Invoice	Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		123115-9305001	12/31/2015	Water for Act#9.3050.01	1,534.81
		123115-13143001	12/31/2015	Globe Water Act# 13.1430.01	20.11
		123115-9386001	12/31/2015	Globe Water Act# 9.3860.01	123.42
		123115-13180001	12/31/2015	Water Fairgrounds Enterance Act# 13.1800.01	65.67
		123115-13153001	12/31/2015	Globe Water Act# 13.1530.01	31.47
		123115-13155001	12/31/2015	Globe Water Act# 13.1550.01	21.16
		123115-1376001	12/31/2015	Globe Water Act# 13.1760.01	24.67
		123115-15119001	12/31/2015	Comm. Srvs Act# 15.1190.01	58.55
		123115-1364001	12/31/2015	GLobe Water Act# 1-3640.01	70.04
		123115-5161001	12/31/2015	Water for Act#5.1610.01	56.29
		123115-7464001	12/31/2015	Water for Act#7.4640.01	107.63
		123115-9207001	12/31/2015	Globe Water Act# 9.2070.01	46.01
		123115-9208001	12/31/2015	Globe Water Act# 9.2080.01	264.89
		123115-9254001	12/31/2015	Globe Water Act# 9.2540.01	2,915.44
		123115-9255001	12/31/2015	Globe Water Act# 9.2550.01	147.02
		123115-9304001	12/31/2015	Globe Water Act# 9.3040.01	20.11
Check	01/11/2016	274447 Accounts Payable	COBRE VALLEY REGIONAL MEDICAL CENTER		3,258.32
	Invoice	Date	Description		Amount
	CAB10488	10/30/2015	Xrays for Inmate- KJ		44.31
	CAB11650	11/09/2015	Labs for Inmate- MW		38.05
	CAB10011	10/28/2015	ER-CT Scans for Inmate FL		336.54
	CAB15109	12/04/2015	Lab Srvcs for Inmate - HG		13.42
	12152015	12/15/2015	Medical Treatment for Juv. Detainee FM		2,826.00
Check	01/11/2016	274448 Accounts Payable	COX COMMUNICATIONS		426.76
	Invoice	Date	Description		Amount
	121715-001850115	12/17/2015	COX 011 8501 153535802		426.76
Check	01/11/2016	274449 Accounts Payable	CREDIT CARD REVOLVING FUND		24,030.40
	Invoice	Date	Description		Amount
	122815TRIMBLEL	12/01/2015	LYNN D TRIMBLE DEC STMT FOR NOV CHGS		471.19
	122815ALVAREZA	12/01/2015	ALFONZO ALVAREZ DEC STMT FOR NOV CHGS		189.49
	122815PRATERN	12/01/2015	NOREEN PRATER DEC STMT FOR NOV CHGS		2,548.92
	122815SCOTT	12/01/2015	TIMOTHY SCOTT DEC STMT FOR NOV CHGS		180.61

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		122815PEREZJ	12/01/2015	JESSE PEREZ DEC STMT FOR NOV CHGS	338.00
		122815PADGETTP	12/01/2015	PENNI PADGETT DEC STMT FOR NOV CHGS	760.85
		122815SLUYTERC	12/01/2015	CHERYL SLUYTER DEC STMT FOR NOV CHGS	617.83
		122815ALLINSONM	12/01/2015	MISTY ALLINSON DEC STMT FOR NOV CHGS	811.20
		122815TURNAYC	12/01/2015	CHUCK TURNEY DEC STMT FOR NOV CHGS	2,066.68
		122815ROGERSD	12/01/2015	DAVID ROGERS DEC STMT FOR NOV CHGS	308.47
		12012015NAVARRO	12/01/2015	Nov Chrgs Dec Stmt Mary Navarro	811.65
		12012015BENEDETT	12/01/2015	Nov Chrgs Dec Stmt Malinda Benedetto	4,309.53
		12012015	12/01/2015	Nov Chrgs Dec Stmt Tommie Martin	222.47
		12012015BELL	12/01/2015	Nov Chrgs Dec Stmt Candy Bell	(34.60)
		12012015HOLMES	12/01/2015	Nov Chrgs Dec Stmt Johnny HOLmes	31.50
		12012015FANE	12/01/2015	Nov Chrgs Dec Stmt Joann Fane	285.99
		12012015BAXLEY	12/01/2015	Nov Chrgs Dec Stmt Amelia Baxley	603.79
		12012015DUARTER	12/01/2015	Nov Chrgs Dec Stmt Ruben Duarte	284.40
		12012015BAXLEYT	12/01/2015	Nov Chrgs Dec Stmt Travis Baxley	305.83
		12012015BRAMLET	12/01/2015	Nov Chrgs Dec Stmt J Bramlet	367.62
		12012015MODGLIN	12/01/2015	Nov Chrgs Dec Stmt Lisa Modglin	13.01
		12012015CRONK	12/01/2015	Nov Chrgs Dec Smt Rodney Cronk	75.00
		12012015GARRETT	12/01/2015	Nov Chrgs Dec Stmt Christine Garrett	425.07
		12012015HOBSON	12/01/2015	Nov Chrgs Dec Stmt Richard Hobson	200.09
		12012015BECK	12/01/2015	Nov Chrgs Dec Stmt Josh Beck	349.15
		12012015GORE	12/01/2015	Nov Chrgs Dec Stmt Cate Gore	33.28
		12012015LANCIERI	12/01/2015	Nov Chrgs Dec Stmt Albert Lancieri	349.11
		12012015BOYERH	12/01/2015	Nov Chrgs Dec Stmt Heather Boyer	96.39
		12012015BOYERJ	12/01/2015	Nov Chrgs Dec Stmt J Boyer	226.30
		12012015HURST	12/01/2015	Nov Chrgs Dec Stmt Betty Hurst	501.64
		12012015FRANQ	12/01/2015	Nov Chrgs Dec Stmt Dave Franquero	456.92
		11022015HILL	11/02/2015	Oct Chrgs Nov Stmt Michael Hill	92.09
		12012015BENNETTF	12/01/2015	Nov Chrgs Dec Stmt Forest Bennett	100.42
		11022015BAXLEYT	11/02/2015	Oct Chrgs Nov Stmt Travis Baxley	130.16
		12012015JEROME	12/01/2015	Nov Chrgs Dec Stmt Sam Jerome	1,030.38
		12012015CLINEB	12/01/2015	Nov Chrgs Dec Stmt Brent Cline	22.82
		12012015LAVIn	12/01/2015	Nov Chrgs Dec Stmt Fred Lavin	466.44
		12012015KERSZYOS	12/01/2015	Nov Chrgs Dec Stmt Leonard Kerszyoski	234.89
		12012015BAER	12/01/2015	Nov Chrgs Dec Stmt Jeff Baer	68.32

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			12/01/2015	Nov Chrgs Dec Stmt Linda Odell	108.69
		12012015LISTIAK	12/01/2015	Nov Chrgs Dec Stmt Sharon Listiak	45.00
		122815PASTORM	12/01/2015	MICHAEL PASTOR DEC STMT FOR NOV CHGS	35.00
		112715RICED	11/02/2015	DANNY RICE NOV STMT FOR OCT CHGS	178.98
		122815RUIZN	12/01/2015	NINA RUIZ DEC STMT FOR NOV CHGS	1,354.01
		112715PAYNED	11/02/2015	DWIGHT PAYNE NOV STMT FOR OCT CHGS	1,955.82
Check	01/11/2016	274450 Accounts Payable	DEASE , IONA		2,200.00
	Invoice	Date	Description		Amount
		01032016	01/03/2016	Villegas - Wagner	240.00
		01032016A	01/03/2016	Independent Practitioner Juvenile Justice Services	1,960.00
Check	01/11/2016	274451 Accounts Payable	DOLLYWOOD FOUNDATION		5,042.82
	Invoice	Date	Description		Amount
		02161019	02/01/2016	Monthly books for children (Gila)	3,653.73
		02161238	02/01/2016	Monthly books for children (San Carlos)	1,389.09
Check	01/11/2016	274452 Accounts Payable	DUBER , ROBERT , II		114.06
	Invoice	Date	Description		Amount
		01062016	01/06/2016	PSPRS Subsidy Pyt Dec 2015	114.06
Check	01/11/2016	274453 Accounts Payable	EARTH MOVER TIRE SALES INC		666.43
	Invoice	Date	Description		Amount
		66775	11/02/2015	Copper Fleet passenger tires for 2015-2016	492.84
		67051	01/04/2016	Copper Fleet passenger tires for 2015-2016	173.59
Check	01/11/2016	274454 Accounts Payable	EARTHQUEST PLUMBING INC		1,650.00
	Invoice	Date	Description		Amount
		1332	12/27/2015	Remove Existing Two Commercial Natural Gas Water Heaters	1,650.00
Check	01/11/2016	274455 Accounts Payable	ELLEDGE , SAMANTHA		5,000.00
	Invoice	Date	Description		Amount
		1027	01/04/2015	Indigent Dependency Legal Services	5,000.00
Check	01/11/2016	274456 Accounts Payable	EMPIRE CAT		239.90
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/11/2016	274457 Accounts Payable	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		239.90
	Invoice	Date	EPS GROUP INC		3,910.42
			Description		Amount
Check	01/11/2016	274458 Accounts Payable	Civil Design For Copper Administration Building		3,910.42
	Invoice	Date	ESTEVEZ , JUDY N		215.00
			Description		Amount
Check	01/11/2016	274459 Accounts Payable	ASRS Pyt Dec 2015		215.00
	Invoice	Date	EXPERIAN		32.00
			Description		Amount
Check	01/11/2016	274460 Accounts Payable	Monthly Subscriber Services		32.00
	Invoice	Date	FABOK , GLINDA S		418.10
			Description		Amount
Check	01/11/2016	274461 Accounts Payable	Grand Jury 12/30/2015		418.10
	Invoice	Date	FEDEX		11.76
			Description		Amount
Check	01/11/2016	274462 Accounts Payable	Shipping Through 122415		11.76
	Invoice	Date	FIRE FIGHTERS & POLICE OFFICERS CANCER INSURANCE		2,050.00
			Description		Amount
Check	01/11/2016	274463 Accounts Payable	2015 PSPRS Cancer Premiums		2,050.00
	Invoice	Date	FLORES & CLARK LLC		140.00
			Description		Amount
Check	01/11/2016	274464 Accounts Payable	Corkish vs. City of Globe Arbitration		140.00
	Invoice	Date	FOREST VIEW INC. DBA POSTNET		407.70
			Description		Amount
Check	01/11/2016	274465 Accounts Payable	B&W PRINTING 7500 SHEETS PLEADING PAPER		407.70
	Invoice	Date	FOUNTAIN HILLS LAW FIRM		1,654.00
			Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1639	01/02/2016	Legal Services for Indigent Citizens		1,654.00
	01/11/2016	274466 Accounts Payable	GEISER , RAYMOND		14,220.25
	Invoice	Date	Description		Amount
Check	2016-01	01/04/2016	Legal Services for Indigent Citizens		14,220.25
	01/11/2016	274467 Accounts Payable	GILA COUNTY TREASURER		3,419.95
	Invoice	Date	Description		Amount
Check	12312015	12/31/2015	Pyt for Jurors		3,419.95
	01/11/2016	274468 Accounts Payable	GILA SWEEPING		325.00
	Invoice	Date	Description		Amount
Check	296239	12/31/2015	Parking Lot Sweeping		150.00
	296240	12/31/2015	Parking Lot Sweeping		75.00
	296241	12/31/2015	Parking Lot Sweeping		50.00
	296242	12/31/2015	Parking Lot Sweeping		50.00
	01/11/2016	274469 Accounts Payable	GLASS MASTERS INC		733.50
	Invoice	Date	Description		Amount
	1231	12/29/2015	Windshield Replacement #B209		235.00
Check	1226	12/21/2015	Windshield Replacement #X-158		230.00
	1225	12/21/2015	Windshield Replacement #A-9		268.50
	01/11/2016	274470 Accounts Payable	GLOBALSTAR USA LLC		233.56
	Invoice	Date	Description		Amount
Check	17001124	12/16/2015	Phones for Act# 110013826		233.56
	01/11/2016	274471 Accounts Payable	GLOBE EXTERMINATORS		165.00
	Invoice	Date	Description		Amount
Check	PC5121615	12/16/2015	Extermination @ Rabies Control		35.00
	GCSOCCPC5101615	12/16/2015	Extermination @ SO		30.00
	GCJDCPC5122215	12/22/2015	Extermination @ Detention		55.00
	GCPWAPC112315	12/03/2015	Extermination @ Public Works Admin		45.00
	01/11/2016	274472 Accounts Payable	GPM LLC		191.45
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/11/2016	340 274473 Accounts Payable	12/16/2015 1099 + W2 forms for Schools		191.45
			GREAT AMERICA LEASING CORPORATION		853.87
		Invoice	Date	Description	Amount
		18048066	12/24/2015	BizHub 454e Payson/ BizHub C554e Globe Clerk of the Court	511.41
		18042478	12/23/2015	BizHub C454 Superior Courts	342.46
Check	01/11/2016	274474 Accounts Payable	GRICE , SHERRY L		60.80
		Invoice	Date	Description	Amount
		01042016	01/04/2016	Reimbursement for Purchases for Transportation Summit	60.80
Check	01/11/2016	274475 Accounts Payable	GROSSMAN & GROSSMAN LTD		10,556.92
		Invoice	Date	Description	Amount
		SG100728	11/30/2015	SAMHSA Grant # 1H79T1025497-01	10,556.92
Check	01/11/2016	274476 Accounts Payable	H&H HEATING & COOLING		2,700.00
		Invoice	Date	Description	Amount
		7586	12/22/2015	Clean 3 Units @ Diesel Shop	2,700.00
Check	01/11/2016	274477 Accounts Payable	HADI INTERNAL MEDICINE ASSOCIATES LLC		222.25
		Invoice	Date	Description	Amount
		SANKE43849	08/24/2015	Medical Srcs - Inmate KS	149.80
		SANKE43836	08/21/2015	Inmate Medical Srvcs - KS	72.45
Check	01/11/2016	274478 Accounts Payable	HILLYARD FLOOR CARE FLAGSTAFF		679.65
		Invoice	Date	Description	Amount
		601901467	12/22/2015	Janitorial Supplies & Equipment for Northern Gila County	679.65
Check	01/11/2016	274479 Accounts Payable	HUMANE SOCIETY OF CENTRAL ARIZONA		2,600.00
		Invoice	Date	Description	Amount
		12312015	12/31/2015	Impound Agreement	2,600.00
Check	01/11/2016	274480 Accounts Payable	JANI SERV INC		4,793.66
		Invoice	Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	15-1978	12/18/2015	Credit for 1.5 hours Courthouse		(30.49)
	15-1836	12/31/2015	Janitoial for Southern Gila County		3,127.69
	15-1838	12/31/2015	Janitorial Service for Northern Gila County		1,696.46
Check	01/11/2016	274481 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		111.28
	Invoice	Date	Description		Amount
	237360419	12/16/2015	BizHub 501 Community Services		68.41
	237383055	12/18/2015	BizHub C754 Treasurer's Office		42.87
Check	01/11/2016	274482 Accounts Payable	KS STATEBANK		108.05
	Invoice	Date	Description		Amount
	01012016-PYT#3	12/01/2015	Pyt# 3 Act# 3348901		108.05
Check	01/11/2016	274483 Accounts Payable	KS STATEBANK		247.12
	Invoice	Date	Description		Amount
	PYT#16-3347357	01/05/2016	BizHub C224e Globe/Payson Task Force		247.12
Check	01/11/2016	274484 Accounts Payable	KS STATEBANK		267.25
	Invoice	Date	Description		Amount
	PYT#16-3347349	01/05/2016	BizHub C554e Payson Sheriff's Record Office		267.25
Check	01/11/2016	274485 Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		2,558.50
	Invoice	Date	Description		Amount
	2015-DEP-145	12/17/2015	Legal Service for Indigent Citizens		300.00
	2015-391	12/29/2015	Attorney for the Public Fiduciary		667.00
	2015-392	12/29/2015	Attorney for the Public Fiduciary		660.00
	2015-393	12/29/2015	Attorney for the Public Fiduciary		931.50
Check	01/11/2016	274486 Accounts Payable	LEXIS NEXIS MATTHEW BENDER		127.20
	Invoice	Date	Description		Amount
	78676444	12/17/2015	LN AZ Court Rules 15-16 Edition		127.20
Check	01/11/2016	274487 Accounts Payable	MATLOCK GAS & EQUIPMENT		1,265.12
	Invoice	Date	Description		Amount
	27855	12/09/2015	Annual Tank REnt Act# 132589		74.19

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 01/11/2016

User: Vicki Deanda

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice					Amount
812422209001					
12/15/2015					
Binding COvers for Elections					61.64
Check	01/11/2016	274497 Accounts Payable	PAYNE , DWIGHT		328.50
Invoice					Amount
102215PAYNED					
10/22/2015					
EE DWIGHT PAYNE OCT TRAVEL REIMBURSEMENT					40.00
100515PAYNED					
10/05/2015					
EE DWIGHT PAYNE SEPT/OCT TRAVEL REIMBURSEMENT					156.00
110415PAYNED					
11/04/2015					
EE DWIGHT PAYNE NOV TRAVEL REIMBURSEMENT					32.50
112415PAYNED					
11/24/2015					
EE DWIGHT PAYNE NOV TRAVEL REIMBURSEMENT					32.50
120215PAYNED					
12/02/2015					
EE DWIGHT PAYNE DEC TRAVEL REIMBURSEMENT					20.00
121615PAYNED					
01/07/2016					
EE DWIGHT PAYNE DEC TRAVEL REIMBURSEMENT					27.50
122315PAYNEDWIGH					
12/23/2015					
EE DWIGHT PAYNE DEC TRAVEL REIMBURSEMENT					20.00
Check	01/11/2016	274498 Accounts Payable	PAYSON WATER DEPT		700.42
Invoice					Amount
23287					
12/29/2015					
ACCT#00012685 HH#9372					112.00
12301500120293					
12/30/2015					
SERV FOR ACCT#00120293					35.79
12301500121270					
12/30/2015					
SERV FOR ACCT#00121270					140.44
12301500121262					
12/30/2015					
SERV FOR ACCT#00121262					109.75
12301500120230					
12/30/2015					
ACCT#00120230 110 WEST MAIN STREET					33.08
12301500121265					
12/30/2015					
SERV FOR ACCT#00121265					33.09
23281					
12/21/2015					
ACCT#00011641 HH#8360					137.00
12301500009057					
12/30/2015					
SERV FOR ACCT#00009057					66.19
12301500009058					
12/30/2015					
SERV FOR ACCT#00009058					33.08
Check	01/11/2016	274499 Accounts Payable	PHOENIX TIRE INC		2,023.99
Invoice					Amount
321669					
12/17/2015					
Timber Fleet passenger tires					846.93
321818					
12/22/2015					
Timber Fleet passenger tires					211.73
322224					
01/06/2015					
Timber Fleet passenger tires					965.33
Check	01/11/2016	274500 Accounts Payable	PINAL MOUNTAIN APTS		400.00
Invoice					Amount
22625					
12/21/2015					
RENT 979 E SAGUARO DR #105 HH#10565					400.00
Check	01/11/2016	274501 Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL		143.51

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
SERVICES LLC					
	Invoice	Date	Description		Amount
	2079616-DC15	12/13/2015	ACCT#2079616 PROBATION		143.51
Check	01/11/2016	274502 Accounts Payable	PONDEROSA MEDICAL WASTE		525.00
	Invoice	Date	Description		Amount
	PPC0663	12/17/2015	Injury Prevention-Medical Waste Disposal		525.00
Check	01/11/2016	274503 Accounts Payable	PROFFITT , LINDA		150.00
	Invoice	Date	Description		Amount
	S0400V2015-010	11/01/2015	SV2015-010 INVESTIGATION		150.00
Check	01/11/2016	274504 Accounts Payable	PUEBLO MECHANICAL AND CONTROLS INC		1,170.00
	Invoice	Date	Description		Amount
	25936	12/16/2015	Emergency Jail Boiler Repair		1,170.00
Check	01/11/2016	274505 Accounts Payable	R&M REPEATERS LLC		933.77
	Invoice	Date	Description		Amount
	17307	01/01/2016	Diamond Point Mtn.		169.57
	17308	01/01/2016	Diamond Point Mountain Radio Equipment		764.20
Check	01/11/2016	274506 Accounts Payable	REDW LLC		1,560.00
	Invoice	Date	Description		Amount
	114478	12/18/2015	FINANCIAL AUDIT CLERK OF SUPERIOR COURT		1,560.00
Check	01/11/2016	274507 Accounts Payable	RICOH USA INC		20.85
	Invoice	Date	Description		Amount
	5039679393	12/20/2015	MPC2003/Auto/Shop/Color-MPC2003/Auto/Shop/B&W		20.85
Check	01/11/2016	274508 Accounts Payable	RIGHT AWAY DISPOSAL		200.00
	Invoice	Date	Description		Amount
	0001162905	01/01/2016	GILA COUTY JAIL		200.00
Check	01/11/2016	274509 Accounts Payable	RIM COMMUNICATIONS		29.17
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	010116USFS	01/01/2016	USFS FOREST SERVICE USE FEES 2016		29.17
Check	01/11/2016	274510 Accounts Payable	RIPPLE , DENICE		1,180.40
	Invoice	Date	Description		Amount
	164	12/18/2015	GRAND JURY 12/16/15-CR2005-488 GARCIA		1,180.40
Check	01/11/2016	274511 Accounts Payable	SCATUI		433.99
	Invoice	Date	Description		Amount
	0101165523	01/01/2016	DSL for Internet Access		433.99
Check	01/11/2016	274512 Accounts Payable	SD CRANE BUILDERS INC		23,458.66
	Invoice	Date	Description		Amount
	DEC2715	12/27/2015	Jail Kitchen Renovation-Walls and Flooring		23,458.66
Check	01/11/2016	274513 Accounts Payable	SEAMAN , STEVEN P		87.00
	Invoice	Date	Description		Amount
	010416SEAMANS	01/04/2016	EE STEVE SEAMAN CDL PHYSICAL REIMBURSEMENT		87.00
Check	01/11/2016	274514 Accounts Payable	SECRETARY OF STATE NOTARY		68.00
	Invoice	Date	Description		Amount
	LSHORT2016	01/05/2016	LAURA SHORT NOTARY RENEWAL & ADDRESS CHANGE		68.00
Check	01/11/2016	274515 Accounts Payable	SIENNA COUNSELING AND CONSULTING INC		2,250.00
	Invoice	Date	Description		Amount
	DEC2015	12/17/2015	Sex Offender Counseling		2,250.00
Check	01/11/2016	274516 Accounts Payable	SMYERS , RAYMON		250.00
	Invoice	Date	Description		Amount
	22539	11/06/2015	RENT 1042 LINDA VISTA H#9270		250.00
Check	01/11/2016	274517 Accounts Payable	SOUTHLAND MEDICAL CORPORATION		101.33
	Invoice	Date	Description		Amount
	TL006662	12/21/2015	RUBBER HEADBLOCK CUST GILA COUNTY		101.33
Check	01/11/2016	274518 Accounts Payable	SOUTHWEST GAS		4,439.45
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		1228154610084147	12/28/2015	SERV FOR ACCT#461-0084147-021	3,057.79
		1228154610090218	12/28/2015	SERV FOR ACCT#461-0090218-023	242.32
		1228154611009883	12/28/2015	SERV FOR ACCT#461-1009883-001	150.81
		1228154611011246	12/28/2015	SERV FOR ACCT#461-1011246-002	687.75
		1228154610026693	12/28/2015	SERV FOR ACCT#461-0026693-022	300.78
Check	01/11/2016	274519 Accounts Payable	SPOK INC		15.34
	Invoice	Date	Description		Amount
		Y3774311L	12/16/2015	ACCT#3774311-9	15.34
Check	01/11/2016	274520 Accounts Payable	ST. PAUL'S UNITED METHODIST CHURCH		500.00
	Invoice	Date	Description		Amount
		122115	12/21/2015	GEST Rent- Hill St.	500.00
Check	01/11/2016	274521 Accounts Payable	STANDIFIRD , BARRY		9,582.05
	Invoice	Date	Description		Amount
		BASDECEMBER2015	12/30/2015	Legal Services for Indigent Citizens	9,582.05
Check	01/11/2016	274522 Accounts Payable	SUDDENLINK COMMUNICATIONS		2,933.50
	Invoice	Date	Description		Amount
		122315-520525201	12/23/2015	SERV FOR ACCT#100001-3551-520525201	846.26
		122015722103001	12/20/2015	108 Main, Payson/722103001	1,909.34
		122315520452101	12/23/2015	SERVICE FOR #100001-3551-520452101	177.90
Check	01/11/2016	274523 Accounts Payable	TOUCHSTONE BEHAVIORAL HEALTH		1,710.00
	Invoice	Date	Description		Amount
		410044	05/10/2015	Juvenile Probation-Family Counseling - Christenson + Naranjo	304.00
		410046	05/10/2015	Juvenile Probation-Family Counseling Nitso, Turner, Villegas	1,406.00
Check	01/11/2016	274524 Accounts Payable	TOWN OF PAYSON		250.00
	Invoice	Date	Description		Amount
		010116	12/23/2015	Rental, Green Valley Parkway/month to month	250.00
Check	01/11/2016	274525 Accounts Payable	TOWN OF WINKELMAN		5,000.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	122215TOW	12/22/2015	DISTRICT 3 CONTRIBUTION FIRE ENGINE PUMP		5,000.00
Check	01/11/2016	274526 Accounts Payable	UNIFIRST CORPORATION		53.07
	Invoice	Date	Description		Amount
	315-1594514	12/17/2015	Copper & Timber Shops Uniform delivery & cleaning serv		53.07
Check	01/11/2016	274527 Accounts Payable	UNIVERSITY OF ARIZONA - COLLEGE OF AGRICULTURE		3,950.00
	Invoice	Date	Description		Amount
	001	12/16/2015	HAPI - Community Outreach for Miami and Payson Schools		3,950.00
Check	01/11/2016	274528 Accounts Payable	VERICOR LLC		1,776.00
	Invoice	Date	Description		Amount
	2365	12/23/2015	IMM Cool Cube Freezers and Monitors		1,776.00
Check	01/11/2016	274529 Accounts Payable	VERIZON WIRELESS		18,063.08
	Invoice	Date	Description		Amount
	9757380506	12/16/2015	ACCT#970320993-00001		1,173.78
	9756622034	12/03/2015	SERV FOR ACCT#564075389-00001		16,328.97
	9757709377	12/23/2015	ACCT#242008372-00001 LIBRARY DISTRICT		360.28
	9757709378	12/23/2015	ACCT#242008372-00002		40.01
	9757709379	12/23/2015	ACCT#24200083720-00003		40.01
	9757709380	12/23/2015	ACCT#242008372-00005		40.01
	9757709382	12/23/2015	ACCT#242008372-00007		40.01
	9757709383	12/23/2015	ACCT#242008372-00008		40.01
Check	01/11/2016	274530 Accounts Payable	WEST PAYMENT CENTER		2,458.43
	Invoice	Date	Description		Amount
	833091613	12/04/2015	AZ Revised Statute		263.92
	832921419	12/04/2015	Law Library materials acct#1000610671		2,194.51
Check	01/11/2016	274531 Accounts Payable	WESTERN STATES HAZARDOUS WASTE PROJECTS		300.00
	Invoice	Date	Description		Amount
	122315SALEHR	12/23/2015	RAHIL ABOU SALEH ENVIRONMENTAL ENFORCEMENT TRAINING 2/23-25/2016		300.00
Check	01/11/2016	274532 Accounts Payable	WILLDAN HOMELAND SOLUTIONS		65,000.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 01/11/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice	Date	Description		Amount
	77-2684	12/28/2015	Emergency Management Program Consultation		10,000.00
	77-2682	12/28/2015	Emergency Management Program Wildfire Plans		27,500.00
	77-2683	12/28/2015	Emergency Management Program Operational Plans		27,500.00
	01/11/2016	274533 Accounts Payable	WORLD WEST LLC DBA PAYSON ROUNDUP		955.00
Check	Invoice	Date	Description		Amount
	010416	01/04/2016	2016 RIM COUNTRY RELOCATION GUIDE		955.00
	01/11/2016	274534 Accounts Payable	WRANGLER PLUMBING INC		300.00
JP Morgan AP	Invoice	Date	Description		Amount
	878512	12/23/2015	Payson & Star Valley-Emergency & Regular Maintenance		300.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 116		\$741,899.96
	Checks:	116	\$741,899.96		

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	274423	01/11/2016	Voided	Wrong Vendor	01/11/2016	Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION	4,360.58
Total Voided Transactions: 1								<u>\$4,360.58</u> ✓

1-11-16
DW

*****Gila County*****

Void Payment - Reissue Check Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 01/05/2016

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable							
Check	12/21/2015	274217 Accounts Payable	NELSON, TIMOTHY		Check	274417	6,979.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1				<u>\$6,979.00</u>
Checks:		1	\$6,979.00				

1-5-16
[Signature]

Payroll

No Payroll Activity

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/13/2016 02:12:04 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/04/2016' AND '01/10/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
ACE HARDWARE	12	\$176.31		\$0.00	12	\$176.31
ALICE TRAINING INSTITU	1	\$595.00		\$0.00	1	\$595.00
AMAZON MKTPLACE PMTS	6	\$132.19		\$0.00	6	\$132.19
AMAZON.COM	5	\$826.70		\$0.00	5	\$826.70
APACHE GOLD BAR	1	\$350.00		\$0.00	1	\$350.00
APD POWER CENTER	1	\$6.64		\$0.00	1	\$6.64
ARIZONA EMERGENCY PROD	1	\$74.58		\$0.00	1	\$74.58
ARIZONA GLOVE AND SAFE	2	\$63.95		\$0.00	2	\$63.95
AUTOZONE #2713	2	\$289.68		\$0.00	2	\$289.68
B&H PHOTO, 800-606-696	1	\$59.00		\$0.00	1	\$59.00
BELL FORD INC	1	\$7.56	1	(\$171.64)	2	(\$164.08)
BISBEE GRAND HOTEL	1	\$93.00		\$0.00	1	\$93.00
BROCK SUPPLY CO	2	\$111.32		\$0.00	2	\$111.32
CASH WELLS FARGO C/A #	4	\$1,069.03		\$0.00	4	\$1,069.03
CDW GOVERNMENT	1	\$218.00		\$0.00	1	\$218.00
CHAPMAN AUTO CENTER	1	\$48.67		\$0.00	1	\$48.67
CHARM-TEX	6	\$1,585.73		\$0.00	6	\$1,585.73
CINTAS 60A SAP	2	\$736.34		\$0.00	2	\$736.34
COBRE VALLEY MOTORS	1	\$218.20		\$0.00	1	\$218.20
COPPER HILLS INN	1	\$89.27		\$0.00	1	\$89.27
CUSTOM CANDLE CORP	1	\$39.11		\$0.00	1	\$39.11
D J*WALL-ST-JOURNAL	1	\$34.28		\$0.00	1	\$34.28
DBN CONNECTIONS LLC	2	\$423.75		\$0.00	2	\$423.75
DEK AUTO PARTS LLC	1	\$14.00		\$0.00	1	\$14.00

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/13/2016 02:12:04 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/04/2016' AND '01/10/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
DENNY'S #7025	1	\$70.80		\$0.00	1	\$70.80
DMI* DELL K-12/GOVT	1	\$100.31		\$0.00	1	\$100.31
DOLLAR GENERAL #6811	1	\$27.15		\$0.00	1	\$27.15
DURHAM COMMUNICATIONS	1	\$644.66		\$0.00	1	\$644.66
EASTERN ARIZONA COLLEG	1	\$200.00		\$0.00	1	\$200.00
ECOPUSA.COM	1	\$201.80		\$0.00	1	\$201.80
EMPIRE 00.PT		\$0.00	1	(\$92.02)	1	(\$92.02)
EMPIRE INTERNET PARTS	7	\$1,103.82		\$0.00	7	\$1,103.82
FIESTA BUSINESS PRODUC	1	\$14.68		\$0.00	1	\$14.68
FREIGHTLINER OF AZ - T	1	\$354.51		\$0.00	1	\$354.51
FRYS-FOOD-DRG #109	4	\$242.53		\$0.00	4	\$242.53
GAN*AZ REP SUB	1	\$38.66		\$0.00	1	\$38.66
GIANT #6042	1	\$23.32		\$0.00	1	\$23.32
GIANT #6634	1	\$32.11		\$0.00	1	\$32.11
GOVERNMENT FINANCE OFF	1	\$225.00		\$0.00	1	\$225.00
HERTZ RENT-A-CAR	1	\$32.39		\$0.00	1	\$32.39
HOLIDAY INN & SUITES S	1	\$235.82		\$0.00	1	\$235.82
HP *HP HOME STORE	1	\$341.06		\$0.00	1	\$341.06
INLAND KENWORTH INC #2	1	\$153.11		\$0.00	1	\$153.11
INTERMOUNTAIN LOCK AND	1	\$90.24		\$0.00	1	\$90.24
KONICA MINOLTA BUSINES	1	\$160.00		\$0.00	1	\$160.00
LAForge TOWING	1	\$600.00		\$0.00	1	\$600.00
MACKS AUTO SUPPLY GLOB	2	\$225.97		\$0.00	2	\$225.97
MAJESTIC MOUNTAIN INN	1	\$101.22		\$0.00	1	\$101.22

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/13/2016 02:12:04 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/04/2016' AND '01/10/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
MCDONALD'S F13035	1	\$2.93		\$0.00	1	\$2.93
MCSPADDEN FORD	1	\$104.02		\$0.00	1	\$104.02
MERLE'S AUTO SUPPLY	3	\$638.28		\$0.00	3	\$638.28
MID STATE PIPE & SUPPL	1	\$20.84		\$0.00	1	\$20.84
NATIVE NEW YORKER GLND	1	\$25.00		\$0.00	1	\$25.00
NBS-EARIZONA SERVICE F	1	\$5.50		\$0.00	1	\$5.50
NORTHLAND CARES	1	\$181.68		\$0.00	1	\$181.68
NPCA	1	\$20.00		\$0.00	1	\$20.00
NSG*GALETON GLOVES	1	\$403.12		\$0.00	1	\$403.12
OASIS PRINTING	1	\$694.51		\$0.00	1	\$694.51
OFFICE DEPOT #1080	1	\$38.54		\$0.00	1	\$38.54
OFFICE DEPOT #5101	16	\$2,045.21		\$0.00	16	\$2,045.21
OREILLY AUTO 00027755	1	\$58.96		\$0.00	1	\$58.96
PALACE HEALTH MART	3	\$1,000.06		\$0.00	3	\$1,000.06
PAY*PAYSON MINI STORAG	1	\$322.54		\$0.00	1	\$322.54
PAYPAL *2WAYRP LLC	1	\$479.97		\$0.00	1	\$479.97
PAYPAL *ACDEHSA	2	\$175.00		\$0.00	2	\$175.00
PAYPAL *AMOMA.COM AMOM	1	\$556.35		\$0.00	1	\$556.35
PAYPAL *TERRENCEFRE	1	\$25.00		\$0.00	1	\$25.00
PAYPAL *TONERPRICEC TO	1	\$117.70		\$0.00	1	\$117.70
PAYSON CAMPGROUND & RV	1	\$159.21		\$0.00	1	\$159.21
PAYSON CARQUEST	2	\$70.16	1	(\$20.80)	3	\$49.36
PAYSON ELECTRONICS	1	\$14.10		\$0.00	1	\$14.10
PERSONNEL SAFETY	1	\$45.70		\$0.00	1	\$45.70

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/13/2016 02:12:04 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/04/2016' AND '01/10/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
PHOENIX TIRE	1	\$28.00		\$0.00	1	\$28.00
PICKLE BARREL TRADING	1	\$88.50		\$0.00	1	\$88.50
PINAL LUMBER	4	\$425.31		\$0.00	4	\$425.31
PITNEY BOWES*	1	\$28.00		\$0.00	1	\$28.00
POSTNET	1	\$73.02		\$0.00	1	\$73.02
PURCHASED FROM APPA	1	\$400.00		\$0.00	1	\$400.00
RENAISSANCE HOTELS WAV	1	\$165.32		\$0.00	1	\$165.32
RIVERSIDE COURT WEB IM	2	\$2.00		\$0.00	2	\$2.00
RR DONNELLEY	1	\$55.28		\$0.00	1	\$55.28
SAFEWAY STORE00017335	1	\$16.78		\$0.00	1	\$16.78
SHELL OIL 605412204QPS	2	\$50.13		\$0.00	2	\$50.13
SHOPLET.COM	2	\$867.11		\$0.00	2	\$867.11
SOUTHWES 0052624781224	4	\$365.96		\$0.00	4	\$365.96
SQ *BERNIE'S AWARDS	1	\$109.00		\$0.00	1	\$109.00
SQ *RIM COUNTRY REGION	1	\$50.00		\$0.00	1	\$50.00
STAR VALLEY STORAGE	1	\$124.03		\$0.00	1	\$124.03
STATE BAR OF ARIZONA	1	\$325.00		\$0.00	1	\$325.00
TASER TRAINING ACADEMY		\$0.00	1	(\$390.00)	1	(\$390.00)
THE CAMPUS STORE #186	1	\$134.09		\$0.00	1	\$134.09
THE CARPENTERS WIFE LL	1	\$5.42		\$0.00	1	\$5.42
THE COMPUTER GUYS USA	1	\$108.71		\$0.00	1	\$108.71
THE HOME DEPOT #0422	3	\$107.47		\$0.00	3	\$107.47
TLO TRANSUNION	1	\$16.75		\$0.00	1	\$16.75
TRACTOR SUPPLY CO #172	1	\$18.97		\$0.00	1	\$18.97

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 01/13/2016 02:12:04 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '01/04/2016' AND '01/10/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
TURNER MOTORSPORT	1	\$300.42		\$0.00	1	\$300.42
TWITCO DISTRIBUTING	1	\$164.60		\$0.00	1	\$164.60
ULINE *SHIP SUPPLIES	1	\$74.67		\$0.00	1	\$74.67
UPS*000000X60F10525	1	\$30.03		\$0.00	1	\$30.03
USPS 03173901733811431	1	\$6.74		\$0.00	1	\$6.74
USPS 03617904733803438	3	\$105.66		\$0.00	3	\$105.66
WAL-MART #1334	2	\$255.22		\$0.00	2	\$255.22
WAL-MART #1369	4	\$379.33		\$0.00	4	\$379.33
WIST SUPPLY EQUIPMENT	3	\$214.39		\$0.00	3	\$214.39
WM SUPERCENTER #1334	5	\$255.06		\$0.00	5	\$255.06
WM SUPERCENTER #1369	1	\$32.53		\$0.00	1	\$32.53
WORLDWEST NEWSPAPERS	1	\$70.67		\$0.00	1	\$70.67
WW GRAINGER	3	\$629.54		\$0.00	3	\$629.54
XFRD/TOYS R US		\$0.00	3	(\$1,509.90)	3	(\$1,509.90)
Grand Total:	196	\$25,769.56	7	(\$2,184.36)	203 Transaction(s)	\$23,585.20

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Transaction Summary by Parent Merchant

ARF-3562

Executive Session Item 7. A.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2014-15 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Continental Energy, LLC v. Gila County, TX2015-000969 Request for Waiver of Service and a Request to allow the Attorney General's Office to represent Gila County in this matter.

Background Information

The Clerk of the Board of Supervisors has received a request for waiver of service from an attorney representing Continental Energy, LLC, an Arizona limited liability company. The request is to waive service of a complaint filed in Arizona Tax Court. If the Board decides not to waive service, the attorney representing Continental Energy, LLC has stated an intention to have the County served formally and then petition the Court to assess the County the costs associated with that service.

Assuming the Board agrees to waive service, the Board of Supervisors will also need to direct its counsel regarding whether or how to defend against the action.

The Attorney General's Office has offered to represent Gila County along with the other counties named in this lawsuit.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action and if they choose to allow the Attorney General's Office to represent Gila County.

Conclusion

The Board should decide whether to waive service of the summons and complaint in this action and should direct its attorney as to whether it should be turned over to the Attorney General's Office for future proceedings.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000969, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments

ARF-3566

Executive Session Item 7. B.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2014-15 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Continental Energy, LLC v. Gila County, TX2015-000950 Request for Waiver of Service and a Request to allow the Attorney General's Office to represent Gila County in this matter.

Background Information

The Clerk of the Board of Supervisors has received a request for waiver of service from an attorney representing Continental Energy, LLC, an Arizona limited liability company. The request is to waive service of a complaint filed in Arizona Tax Court. If the Board decides not to waive service, the attorney representing Continental Energy, LLC has stated an intention to have the County served formally and then petition the Court to assess the County the costs associated with that service.

Assuming the Board agrees to waive service, the Board of Supervisors will also need to direct its counsel regarding whether or how to defend against the action.

The Attorney General's Office has offered to represent Gila County along with the other counties named in this lawsuit.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action and if they choose to allow the Attorney General's Office to represent Gila County.

Conclusion

The Board should decide whether to waive service of the summons and complaint in this action and should direct its attorney as to whether it should be turned over to the Attorney General's Office for future proceedings.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000950, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments

ARF-3567

Executive Session Item 7. C.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2014-2015 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Request to allow the Attorney General's Office to represent Gila County in this matter of Constellation Solar Arizona, LLC v. Gila County TX 2015-000112.

Background Information

The Clerk of the Board of Supervisors has received a Complaint and Notice of Appeal of Property Valuation and Summons from an attorney representing Constellation Solar Arizona LLC, an Delaware.

The Attorney General's Office has offered to represent Gila County along with the other counties named in this lawsuit.

The Board of Supervisors will need to direct its counsel regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Conclusion

The Board should direct its attorney as to whether this case should be turned over to the Attorney General's Office to represent Gila County.

Recommendation

The Board should direct its attorney as to whether this case should be turned over to the Attorney General's Office to represent Gila County.

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Constellation Solar Arizona, LLC v. Gila County, TX 2015-000112. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments

ARF-3569

Executive Session Item 7. D.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2014-2015 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Request to allow the Attorney General's Office to represent Gila County in this matter of Sunrun Inc. v. Gila County TX 2015-000450.

Background Information

The Clerk of the Board of Supervisors has not received a Complaint and Notice of Appeal of Property Valuation and Summons from an attorney representing Sunrun Inc., but one has been filed according to the Maricopa County Superior Court webpage.

The Attorney General's Office has offered to represent Gila County along with the other counties named in this lawsuit.

The Board of Supervisors will need to direct its counsel regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Conclusion

The Board should direct its attorney as to whether or not this case should be turned over to the Attorney General's Office to represent Gila County.

Recommendation

The Board should direct its attorney as to whether or not this case should be turned over to the Attorney General's Office to represent Gila County.

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Sunrun Inc. v. Gila County, TX 2015-000450. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments

No file(s) attached.

ARF-3570

Executive Session Item 7. E.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2014-2015 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Request to allow the Attorney General's Office to represent Gila County in this matter of Solarcity Corporation v. Gila County TX 2015-000240

Background Information

The Clerk of the Board of Supervisors has not received a Complaint and Notice of Appeal of Property Valuation and Summons from an attorney representing Solarcity Corporation, but one has been filed according to the Maricopa County Superior Court webpage.

The Attorney General's Office has offered to represent Gila County along with the other counties named in this lawsuit.

The Board of Supervisors will need to direct its counsel regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action and if the Board chooses to allow the Attorney General's Office to represent Gila County.

Conclusion

The Board should direct its attorney as to whether or not this case should be turned over to the Attorney General's Office to represent Gila County.

Recommendation

The Board should direct its attorney as to whether or not this case should be turned over to the Attorney General's Office to represent Gila County.

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Solarcity Corporation v. Gila County, TX 2015-000240. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments

No file(s) attached.

ARF-3591

Executive Session Item 7. F.

Regular BOS Meeting

Meeting Date: 02/02/2016

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2015 Budgeted?: No

Contract Dates January Grant?: No

Begin & End: 2012-January
2013

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Proposed Settlement Agreement for Carson Construction Inc. v. Gila County, CV 201500006, regarding the Pine Creek Canyon Road Construction Project.

Background Information

Carson Construction Inc. received the contract to complete the Pine Creek Canyon Road Construction Project in 2012. Carson claims that it was delayed in the project because of issues involving utility easements which caused it to idle equipment and incur financial losses in the amount of \$155,019.

On November 18, 2014, the Board of Supervisors met in executive session regarding a Notice of Claim filed upon the County by Carson Construction Inc. After reconvening into the Board of Supervisors' Regular Meeting, the Board voted to continue to discuss this issue at the December 2, 2014, Regular Meeting, and at that time it would consider voting to go into executive session.

On December 2, 2014, the Board met again in executive session regarding this issue and after reconvening the Regular Meeting, the Board directed the County Attorney's Office to proceed as directed in the executive session.

On March 3, 2015, the Board met again in executive session regarding this issue and after reconvening the Regular Meeting, the Board directed the County Attorney's Office to proceed as directed in the executive session.

On January 5, 2016, the Board met again in executive session regarding this issue and after reconvening the Regular Meeting, the Board directed the County Attorney's Office to proceed as directed in the executive session.

Evaluation

Gila County needs to formally approve a Settlement Agreement.

Conclusion

Because Gila County has received this claim and have agreed to a settlement, the Board of Supervisors should formally approve the Settlement Agreement.

Recommendation

The Board of Supervisors should go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to settle this case.

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a proposed Settlement Agreement for Carson Construction Inc. v. Gila County, CV 201500006, regarding the Pine Creek Canyon Road Construction Project. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

Attachments
