

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, MAY 17, 2016 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of three employees for May's "Spotlight on Employees" Program, as follows: Margie Chapman, Diane Buechner and Misty Allinson. **(Erica Raymond)**
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the distribution of \$1,358,182.41 of Gila County's share of Federal Year 2015 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2015-16 as follows: \$46,000 to Roads and \$1,312,182.41 to Gila County School Districts. **(Linda O'Dell)**
 - B. Information/Discussion/Action to adopt Proclamation No. 2016-04 proclaiming April 2016 as Fair Housing Month in Gila County. **(Malissa Buzan)**
 - C. Information/Discussion/Action to accept a donation from Capstone Mining Corp. - Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program. **(Sharon Winters)**

- D. Information/Discussion/Action to approve a Grant of Easement whereby the County will grant a natural gas pipeline easement to Southwest Gas Corporation. **(Steve Sanders)**
- E. Information/Discussion/Action to approve Environmental Systems Research Institute (ESRI) Small Enterprise License Agreement, County and Municipality No. 308049 in the amount of \$160,800 effective May 17, 2016, through May 16, 2019. **(Jeff Hessenius)**
- F. Information/Discussion/Action to adopt Resolution No. 16-05-02 supporting completion of the improvements to Highway 260 in the area of Lion Springs in Gila County. **(Don McDaniel)**
- 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. Acknowledgment of the Gila County Drug, Gang, and Violent Crimes Task Force Fiscal Year 2016 Quarterly Report for October through December 2015.
 - B. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-10-017C to Silver Nickel Mining Company.
 - C. Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - D. Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

- E. Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Constable's Office.
 - F. Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Constable's Office.
 - G. Approval of the May 3, 2016, Board of Supervisors' meeting minutes.
 - H. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 18-22, 2016, and April 25-29, 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.

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-3736

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

May 2016 "Spotlight on Employees" Program

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize three employees for May 2016 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of three employees for May's "Spotlight on Employees" Program, as follows: Margie Chapman, Diane Buechner and Misty Allinson. **(Erica Raymond)**

Attachments

Margie Chapman

Diane Buechner

Misty Allinson



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

ARF-3765

Regular Agenda Item

3. A.

Regular BOS Meeting

Meeting Date: 05/17/2016

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

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

Department: School Superintendent's Office

Information

Request/Subject

Distribution of FY 2015-16 Secure Rural Schools and Communities Funds (Forest Fees) - \$46,000 to Roads and \$1,312,182.41 to Schools.

Background Information

The Secure Rural Schools Act (SRS Act) was reauthorized for a two-year period by section 524 of P.L. 114-10 and signed into law by the President on April 16, 2015. This reauthorization re-established annual decreases of 5% in the full funding amount provided in section 3(11)(c) of the SRS Act, which provided that for FY2012 and each fiscal year thereafter, the full funding amount was to be 95% of the full funding amount of the preceding fiscal year. Federal Year 2015 SRS Act funds in the amount of \$1,358,182.41 funds have been received by the Gila County Treasurer's Office.

Secure Rural Schools and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the of the SRS Acts have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution. The remaining 80% of the Title I funds as represented in this agenda item is allocated to the Board of Supervisors for distribution and use by Roads and School Districts.

Evaluation

In each of the past six years (2010-2015), the Board of Supervisors has authorized the distribution of Title I SRS Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: a stipulated amount to Roads, and the remainder to School Districts by a formula that

provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

Gila County has received a total of \$1,358,182.41 Federal Year 2015 SRS Act funding, a reduction of just under 6% of the amount received for the previous fiscal year. The County School Superintendent has consulted with County Management about the distribution of SRS Act funding in FY2015-16. Management has suggested that \$46,000 be retained for Roads and that the remaining amount of \$1,312,182.41 be distributed to School Districts. Management agrees with the County School Superintendent's recommendation to use the same general distribution formula for School Districts that has been in use for the past five years. The proposed distribution schedule was provided to School District Superintendents; feedback was favorable.

Conclusion

Gila County School Districts, County Management and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of \$1,358,182.41 of Federal Year 2015 funds received as part of the Secure Rural Schools Act for the FY2015-16 school year, namely \$46,000 to Roads and \$1,312,182.41 to Gila County School Districts.

Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of \$1,358,182.41 Federal Year 2015 funds received as part of the Secure Rural Schools Act for the FY2015-16 school year (as authorized through section 524 of P.L. 114-10), namely \$46,000 to Roads and \$1,312,182.41 to Gila County School Districts.

Suggested Motion

Information/Discussion/Action to approve the distribution of \$1,358,182.41 of Gila County's share of Federal Year 2015 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2015-16 as follows: \$46,000 to Roads and \$1,312,182.41 to Gila County School Districts. **(Linda O'Dell)**

Attachments

Gila County Forest Fees Distribution FY16 - Proposed

Gila County Student Enrollment FY2009-FY2015

GILA COUNTY Forest Fees Distribution FY16 - Proposed

DISTRICT	ACREAGE %	ADM* Students	ADM %	BASE 11.00%	FOREST 29.00%	ADM 60.00%	Total FY16	Total FY15
Gila Regional	5.0%	68	1.0%	\$16,037.79	\$18,120.61	\$7,684.38	\$41,842.77	\$44,448.85
Globe	8.0%	1719	24.7%	\$16,037.79	\$28,992.98	\$194,256.49	\$239,287.25	\$254,190.76
Hayden-Winkelman	0.0%	264	3.8%	\$16,037.79	\$0.00	\$29,833.46	\$45,871.24	\$48,728.24
Miami	12.0%	1069	15.3%	\$16,037.79	\$43,489.47	\$120,802.90	\$180,330.16	\$191,561.65
Payson	19.0%	2165	31.1%	\$16,037.79	\$68,858.33	\$244,656.95	\$329,553.07	\$350,078.59
Pine-Strawberry	10.0%	147	2.1%	\$16,037.79	\$36,241.23	\$16,611.81	\$68,890.82	\$73,181.55
San Carlos	9.0%	1429	20.5%	\$16,037.79	\$32,617.11	\$161,484.89	\$210,139.78	\$223,227.89
Tonto Basin	12.0%	65	0.9%	\$16,037.79	\$43,489.47	\$7,345.36	\$66,872.62	\$71,037.64
Young	30.0%	41	0.6%	\$16,037.79	\$108,723.69	\$4,633.23	\$129,394.70	\$137,453.78
TOTAL	105.0%	6967	100%	\$144,340.07	\$380,532.90	\$787,309.45	\$1,312,182.41	\$1,393,908.95

*SAIS ADMS46-Report FY2015

TOTAL 2016 GILA ALLOCATION FOR ROADS & SCHOOLS \$1,358,182.41

Roads \$46,000.00

Schools \$1,312,182.41

PRESENTED TO BOARD OF SUPERVISORS:

May 17, 2016

GILA COUNTY STUDENT ENROLLMENT FY2009 - FY2015

	FY09 ADM	FY10 ADM	FY11 ADM	FY12 ADM	FY13 ADM	FY15 ADM*	FY15 ADM**
Gila County Regional SD	104	114	114	108	130	68	68
Globe USD	1807	1773	1670	1500	1544	1719	1719
Hayden-Winkelman	393	349	344	307	269	264	264
Miami USD	1134	1135	1117	1126	1124	1069	1069
Payson USD	2475	2409	2317	2221	2148	2165	2165
Pine-Strawberry SD	166	151	150	165	146	147	147
San Carlos USD	1175	1222	1302	1270	1339	1429	1429
Tonto Basin SD	98	93	90	89	87	65	65
Young SD	57	54	54	57	50	41	41
Total	7409	7300	7158	6843	6837	6967	6967

ADMS46-1 Reports Used for Distribution of Forest Fee Funding

*Due to the timing of the receipt of FY14 (Federal Year) funds, the FY15 ADMS46-1 Average Daily Membership report (versus the FY14 report) was used for the Forest Fees distribution of August 17, 2015

** The FY15 ADMS46-1 Average Daily Membership (prior year) report is being used for the Forest Fees distribution of May 17, 2016

ARF-3738

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Malissa Buzan Submitted By: Allison Torres, Case Manager

Department: Community Services Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Adoption of Proclamation No. 2016-04 proclaiming April as Fair Housing Month in Gila County.

Background Information

Each April, the U.S. Department of Housing and Urban Development (HUD) uses Fair Housing Month to mark the passage of the 1968 Fair Housing Act, the landmark law passed shortly after the assassination of Dr. Martin Luther King, Jr. which prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status. The theme for this year's Fair Housing Month commemoration is "Shared Opportunity in Every Community."

Evaluation

In an effort to raise awareness regarding the Fair Housing Act, the Gila County Community Services Division/Housing Services would like to join the nation in proclaiming April as Fair Housing Month.

Conclusion

By the Board of Supervisors adopting Proclamation No. 2016-04, Gila County will join in a national effort proclaiming April as Fair Housing Month.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors adopt Proclamation No. 2016-04 proclaiming April as Fair Housing Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2016-04 proclaiming April 2016 as Fair Housing Month in Gila County. **(Malissa Buzan)**

Attachments

Proclamation 2016-04 Fair Housing Month



PROCLAMATION NO. 2016-04

A PROCLAMATION OF THE GILA COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL AS FAIR HOUSING MONTH IN GILA COUNTY.

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing, and financial of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familiar status or national origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as “Fair Housing Month” in the United States;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim April as Fair Housing Month in Gila County and hereby urge all citizens of this County to comply with the letter and spirit of the Fair Housing Law.

PASSED AND ADOPTED this _____ day of _____ 2016.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

ARF-3760

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Sharon Winters, Recycling & Landfill Manager

Submitted By: Steve Sanders, Director

Department: Public Works Division: Recycling & Landfill Management

Fiscal Year: FY16 Budgeted?: Yes

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Donation of \$2,500 from Capstone Mining Corp. - Pinto Valley Operations to support the Gila County Refurbished Bike Program.

Background Information

The Gila County Recycling & Landfill Department collects paper and plastic products from Capstone - Pinto Valley Operations to support their recycling efforts. Capstone has made a \$2,500 donation to the County's Refurbished Bike Program for the recycling and refurbishing of used bikes.

Evaluation

The donation of this \$2,500 will purchase parts and paint for the Landfill employees and Department of Corrections (DOC) inmates to rebuild bikes thrown away at the Landfill. These bikes will be distributed at Christmas to deserving children.

Conclusion

By the Board of Supervisors accepting this donation of \$2,500 from Capstone - Pinto Valley Operations, the Recycling & Landfill Department with DOC labor will be able to rebuild and donate bikes for children.

Recommendation

The Gila County Recycling & Landfill Manager recommends accepting this donation from Capstone- Pinto Valley Operations in the amount of \$2,500.

Suggested Motion

Information/Discussion/Action to accept a donation from Capstone Mining Corp. - Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program.

(Sharon Winters)

Attachments

Capstone Donation Letter



Pinto Valley Mining Corp.
PO Box 100 - 2911 N Forest Service Rd 287
Miami, AZ, 85539 USA
Tel: 928-473-6200 Fax: 928-473-6387
www.capstonemining.com

April 25, 2016

Gila County Public Works Division
Bike Recycling Program
Attn: Sharon Winters
745 N Rose Mofford Way
Globe, AZ 85501

Re: Bike Recycling Program Donation

Dear Ms. Winters:

Pinto Valley Mining Corp. a subsidiary of Capstone Mining Corporation received your request for our continued involvement in the Gila County Public Works Division, Bike Recycling Program. We commend the efforts of this program in providing the dual purpose of repurposing bicycles and assisting inmates with a craft.

Therefore, after careful review of the request letter by our Community Review Team, we are very happy to provide a donation in the amount of \$2,500 to assist with the bike program.

We presented you our receipt form for signature and will provide a copy of said form if you need it for your records. If you have any questions or concerns about this donation, please contact me at 928-473-6211 or via e-mail at apetty@pintovalleymine.com.

On behalf of Pinto Valley Mining Corp., we are very happy to continue to assist in the bicycle recycling program and wish you continued success with the program and providing the bikes to the children who might not otherwise have a bike.

Warmest regards,

A handwritten signature in blue ink that reads 'Anna Petty'.

Anna Petty
Community Coordinator
Pinto Valley Mining Corp.

Enc: Check #104528

CC: Community File

PINTO VALLEY MINING CORP.
Attn: Accounts Payable
PO Box 100
2911 N Forest Service Rd 287
Miami, AZ 85539



RETURN SERVICE REQUESTED

Check No. 104528
Check Date 04/01/2016
Check Amount \$2,500.00
Vendor No. GILA2-0000000003



CD-000001 0001 0001 000001

GILA COUNTY PUBLIC WORKS DIVISION
745 N ROSE MOFFORD WAY
GLOBE, AZ 85501

Date	Invoice No/Description	Gross Amount	Discount Amount	Amount
02/23/2016	GCPWC-2016	\$2,500.00		
TOTAL		\$2,500.00		

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

Page 1 of 1

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

PINTO VALLEY MINING CORP.
2911 N FOREST SERVICE RD 287 ATTN
ACCOUNTS PAYABLE P.O. BOX 100
MIAMI, AZ 85539



104528
April 01, 2016
32-1/1110
VOID AFTER 90 DAYS

Amount: **Two Thousand Five Hundred dollars and 00 cents**

\$2,500.00

Pay to
the
order of

GILA COUNTY PUBLIC WORKS DIVISION
745 N ROSE MOFFORD WAY
GLOBE, AZ 85501

Bank of America Texas
Dallas, TX 75205

AUTHORIZED SIGNATURE

0000104528 061112788 3299788804

ARF-3759

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Steve Sanders,
Director

Submitted By: Steve Sanders, Director

Department: Public Works

Information

Request/Subject

Grant of Easement to Southwest Gas Corporation for a natural gas pipeline adjacent to Rose Mofford Way and Besich Blvd.

Background Information

Rose Mofford Way and Besich Blvd. do not have established right-of-ways as the County owns the surrounding land. Southwest Gas Corporation wishes to install a natural gas pipeline beginning at the intersection of Russell Road and Rose Mofford Way. The pipeline will follow Rose Mofford Way and Besich Blvd. and terminate at the Cobre Valley Regional Medical Center.

Evaluation

This current Grant of Easement will provide connectivity between existing pipelines located in the area. Impact to the roadways will be minimal due to the contractor deciding to bore instead of trenching.

Conclusion

It is in the best interest of the County to grant this easement.

Recommendation

It is the recommendation of the Public Works Director that the Chairman sign the Grant of Easement to Southwest Gas Corporation.

Suggested Motion

Information/Discussion/Action to approve a Grant of Easement whereby the County will grant a natural gas pipeline easement to Southwest Gas Corporation. **(Steve Sanders)**

Attachments

Grant of Easement to Southwest Gas Corporation

When recorded return to:
Southwest Gas Corporation
P.O. Box 26500
Tucson, AZ. 85726-6500

GRANT OF EASEMENT

GILA COUNTY, an Arizona body politic, organized under the laws of the State of Arizona (hereinafter referred to as "GRANTOR"), for a valuable consideration, receipt of which is hereby acknowledged, grants to SOUTHWEST GAS CORPORATION, a California corporation, its successors and assigns (hereinafter referred to as "GRANTEE"), a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, and to use the same for such purposes, on that certain real property in the County of Gila, State of Arizona, described as follows:

See Exhibit A and B, attached hereto and by this reference made a part hereof

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement or over any facilities of GRANTEE; provided, however, that with GRANTEE's prior written consent, GRANTOR may build over this easement after granting an alternative easement satisfactory to GRANTEE and without additional cost to GRANTOR.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines and appurtenances for the purpose of maintaining, operating, removing or replacing same including the right to trim or remove any trees or shrubs that in GRANTEE's judgment interfere with the rights herein granted. GRANTEE agrees to use reasonable care to avoid damage to the property of GRANTOR in the exercise of this easement and restore it to reasonably the same condition which existed before work was performed.

EXECUTED this ____ day of _____, 2016.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

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

STATE OF (ARIZONA)

) ss.

COUNTY OF (GILA)

ACKNOWLEDGMENT

On this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT 'A'
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT



APN 207-23-011K
APN 207-07-005A
P/O SECTION 28 (NO APN)

THAT PORTION OF SECTIONS 22, 27 AND 28, TOWNSHIP 1 NORTH, RANGE 15 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°12'19" WEST, A DISTANCE OF 2677.51 FEET;

THENCE SOUTH 89°12'19" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 160.04 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°04'46" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 74.98 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT 'A'**;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 54.60 FEET TO A **POINT OF TERMINUS** ON THE MOST EASTERLY LINE OF THAT PROPERTY DESCRIBED AS PARCEL NO. 1 IN DOCUMENT NO. 2007-11282, OFFICIAL RECORDS OF GILA COUNTY, ARIZONA;

AND; BEGINNING AT SAID **POINT 'A'**;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 254.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°20'54", AN ARC DISTANCE OF 149.04 FEET;

THENCE SOUTH 68°39'06" EAST, A DISTANCE OF 347.07 FEET;

THENCE NORTH 21°07'02" EAST, A DISTANCE OF 218.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 400.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°53'18", AN ARC DISTANCE OF 131.86 FEET;

P:\050048 - SW Gas OnCall\050048-01-001 (SUR)\Survey\WR3076809 - 00046 Hospital Reinforcement\Legal Descriptions\WR#3098105-LEGAL.docx

Bowman Consulting Group, Ltd. • 1295 W Washington, Suite 108 • Tempe, Arizona 85281 • P: 480.629.8830

THENCE NORTH 02°13'44" EAST, A DISTANCE OF 179.91 FEET TO A **POINT OF TERMINUS** ON THE MOST NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN DOCUMENT NO. 2007-15150, OFFICIAL RECORDS OF GILA COUNTY, ARIZONA;

THE SIDELINE BOUNDARIES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED SO AS TO BEGIN AT THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND TO TERMINATE AT SAID MOST EASTERLY LINE OF THAT PROPERTY DESCRIBED AS PARCEL NO. 1 IN DOCUMENT NO. 2007-11282 AND SAID MOST NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN DOCUMENT NO. 2007-15150, AND INTERSECT AT ALL ANGLE POINTS.

SAID STRIP CONTAINS 14,060 SQUARE FEET OR 0.3228 ACRES, MORE OR LESS.

BCG PROJECT # 050048-01-001-046
SWG WR#3098105

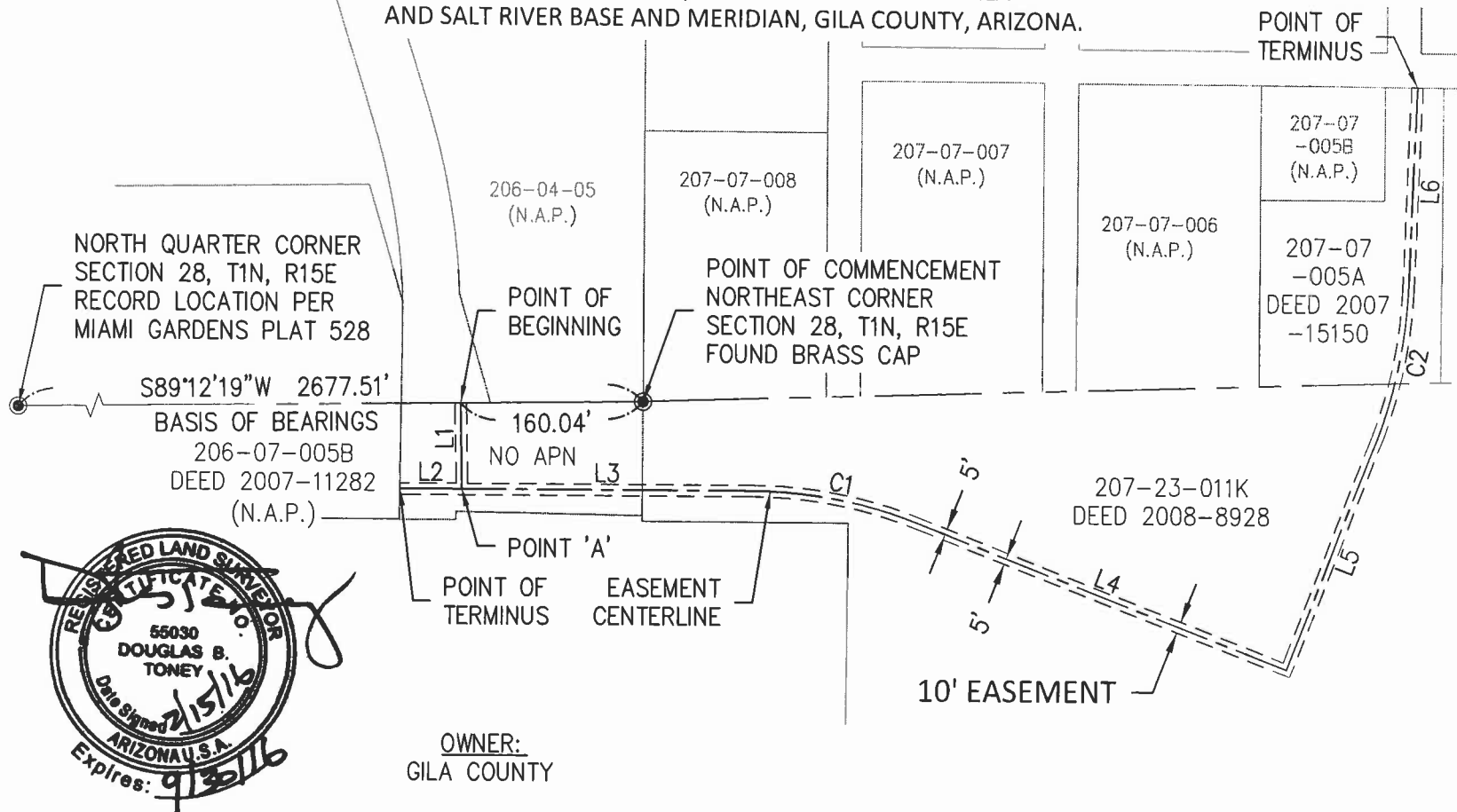


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EXHIBIT 'B'

A PORTION OF SECTIONS 22, 27 AND 28,
TOWNSHIP 1 NORTH, RANGE 15 EAST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA.



1"=150'

SHEET 1 OF 2
DATE:
02-15-16

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

BY: DT	CHK:	QC:
BCG PROJECT NO: 050048-01 TASK: 46 CLIENT REF NO: WR#3098105		

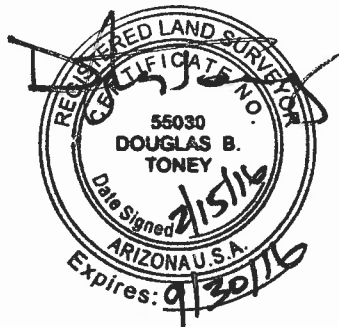
Bowman
CONSULTING

1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

EXHIBIT 'B'
A PORTION OF SECTIONS 22, 27 AND 28,
TOWNSHIP 1 NORTH, RANGE 15 EAST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	74.98'	S01°04'46"E
L2	54.60'	N90°00'00"W
L3	254.90'	N90°00'00"E
L4	347.07'	S68°39'06"E
L5	218.60'	N21°07'02"E
L6	179.91'	N02°13'44"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	149.04'	400.00'	021°20'54"
C2	131.86'	400.00'	018°53'18"



SHEET 2 OF 2
DATE:
02-15-16

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

BY: DT	CHK:	QC:
BCG PROJECT NO: 050048-01 TASK: 46 CLIENT REF NO: WR#3098105		

Bowman

CONSULTING

1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

ARF-3667

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Jeff Hessenius,
Finance Director

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates May 17, 2016 to Grant?: No

Begin & End: May 16, 2019

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Environmental Systems Research Institute Small Enterprise License Agreement
County and Municipality No. 308049.

Background Information

ESRI is software that is an industry standard software tool for the collection and display of data in a graphical format that shows the interrelationships of data elements, for example, parcel ownership, 911 mapping, elections information.

At least four (4) County departments are currently using either outdated versions of the software or similar tools from a different vendor. These departments are realizing a need to improve and standardize data collection functions. Standardization across the County will facilitate coordination of departmental specific elements (data layers). Due to the cost of individual programs updates or replacement of outdated software, it was realized that the funds of each individual department would expend, when combined, would be very close to the cost of a Countywide enterprise license agreement (ELA) whereby the software could be utilized as needed by any County department without restrictions or costs imposed by individual licensing.

It is envisioned that the various data sets (layers) would be stored in a central database repository that could be accessed by all users enhancing constituent information and services.

Evaluation

ESRI currently has better than 90% market share within government office with regard to spatial data software. This means our ability to share data and work collaboratively with other government partners is greatly improved. For instance, near the start of each fire season we receive a request from the State Wildland Fire Office for a copy of our parcel map with valuation data. Rather than them having a snapshot of our data, they could pull more recent data at the start of an incident and have the most current and up-to-date information.

Additionally nearly every software package in the County references constituents by address, parcel number or both and they connect with ESRI mapping software (PW-Cartegraph, ComDev-Trackit, Assessor-Realware, Recorder-Voter Registration, Treasurer-Tyler). Having a web-based map of land ownership would allow extension of the one-stop concept. Constituents could possibly start a lot improvement process by clicking on their parcel and entering basic information without visiting one of the County development offices or a downed stop sign could be reported via a web application.

By not entering into this contract, the financial burden to the County will be higher. Looking at the current bare minimum needs of the County, the expenditures required would be approximately \$46,000 to meet the current needs of the County; (2 seats each in Elections, Recorder & Emergency Services with 1 seat in Public Works, at \$6,000 each, plus \$4,000 annual maintenance on the current web server in Public Works.) The other member offices/departments needing this software would push that total significantly higher in short order.

Conclusion

Leadership within the Assessor, Recorder, Treasurer and Sheriff's Offices as well as Public Works, Community Development, Health and Emergency Services and Elections Departments recognize the benefits and needs and are willing to enter into a cost sharing to cover the initial annual cost of the contract. Should other County partners wish to join, then the costs would be redistributed accordingly as the contract is reviewed annually for renewal.

Recommendation

Staff recommends approval of this contract allowing unlimited County use of ESRI software products as specified in their contract scope.

Suggested Motion

Information/Discussion/Action to approve Environmental Systems Research Institute (ESRI) Small Enterprise License Agreement, County and Municipality No. 308049 in the amount of \$160,800 effective May 17, 2016, through May 16, 2019. **(Jeff Hessenius)**

Attachments

ESRI Agreement No. 308049



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
5465 Morehouse Dr, Suite 140
San Diego, CA 92121
Phone: (909) 793-2853 Fax: (858) 824-9017
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 02/19/2016 To: 05/19/2016*

Quotation # 20483184

Date: February 19, 2016

Customer # 364339 Contract #

County of Gila
Public Works Dept
1400 E Ash St
Globe, AZ 85501

ATTENTION: Thomas Homan
PHONE: (928) 402-8515
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	Year 4 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 5 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 6 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	10,800.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$160,800.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
111006	1	Year 4 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tim Craig

Email: tcraig@esri.com

Phone: (909) 793-2853 x1007

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

5465 Morehouse Dr, Suite 140

San Diego, CA 92121

Phone: (909) 793-2853

Fax: (858) 824-9017

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Customer # 364339 Contract #

County of Gila

Public Works Dept

1400 E Ash St

Globe, AZ 85501

ATTENTION: Thomas Homan

PHONE: (928) 402-8515

FAX:

111006	1	Year 5 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00
111006	1	Year 6 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tim Craig**Email:** tcraig@esri.com**Phone:** (909) 793-2853 x1007

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Amendment 1 to
Small Enterprise License Agreement
County and Municipality (E214-3)
No. 308049

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment No. 1 is entered into by and between the **Gila County, Arizona** ("County") and **Environmental Systems Research Institute, Inc. ("Esri")**.

WHEREAS, Esri and the County entered into a Small Enterprise License Agreement numbered 308049 (hereinafter "Agreement");

WHEREAS, due to changing business conditions the parties desire to amend the Agreement to change some of the standard terms and conditions; and

NOW THEREFORE, the parties agree:

(1) The Agreement is modified to include the following new article:

10.0—MISCELLANEOUS

10.1 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.

10.2 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. To the extent required under State law, 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.

Except as modified by this Amendment, all other terms in the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed Amendment.

Accepted and Agreed:

GILA COUNTY, ARIZONA
(County)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
RESEARCH INSTITUTE, INC.
(Esri)

Signature:  _____

Printed Name: **Chris Johnson** _____

Title: **Manager, Commercial & Government Contracts** _____

Date: **5/3/16** _____

**Esri Use Only:**

Cust. Name

Cust. #

PO #

Esri Agreement #

364 339

308049

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced

ArcGIS for Desktop Standard

ArcGIS for Desktop Basic

ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager for Desktop,
ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced,
Standard, and Basic)

ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS
Network Analyst, ArcGIS Schematics, ArcGIS Workflow
Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D
Analyst, ArcGIS Spatial Analyst, ArcGIS Network
Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer
Network (EDN) Standard*

One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use
License

One (1) ArcGIS Online Subscription

One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

GILA COUNTY, ARIZONA
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

ARCGIS PRODUCT LIFECYCLE SUPPORT POLICY OVERVIEW

The ArcGIS Product Life Cycle Support Policy provides customers with information regarding the level of technical and software support Esri will provide customers during the lifespan of a software product. The ArcGIS Product Lifecycle is a progression of life cycle phases starting with the initial release of a new software product (or a new version of a software product) and ending with the retirement of that version of the product. Each phase of the life cycle includes specific, but different, technical and software support.

Product life cycles also vary by the type of product. For example, most on premise software products go through a four phase life cycle, whereas online products usually have a three phase life cycle, and content products usually just follow a two phase cycle.

The Product Lifecycle Phases are described below as well as the technical and software support that is provided for products during each phase of the product life cycle.

ESRI PRODUCT LIFECYCLE POLICY

Product Lifecycle Phases

There are generally four phases to the product lifecycle.

- General Availability
- Extended
- Mature
- Retired

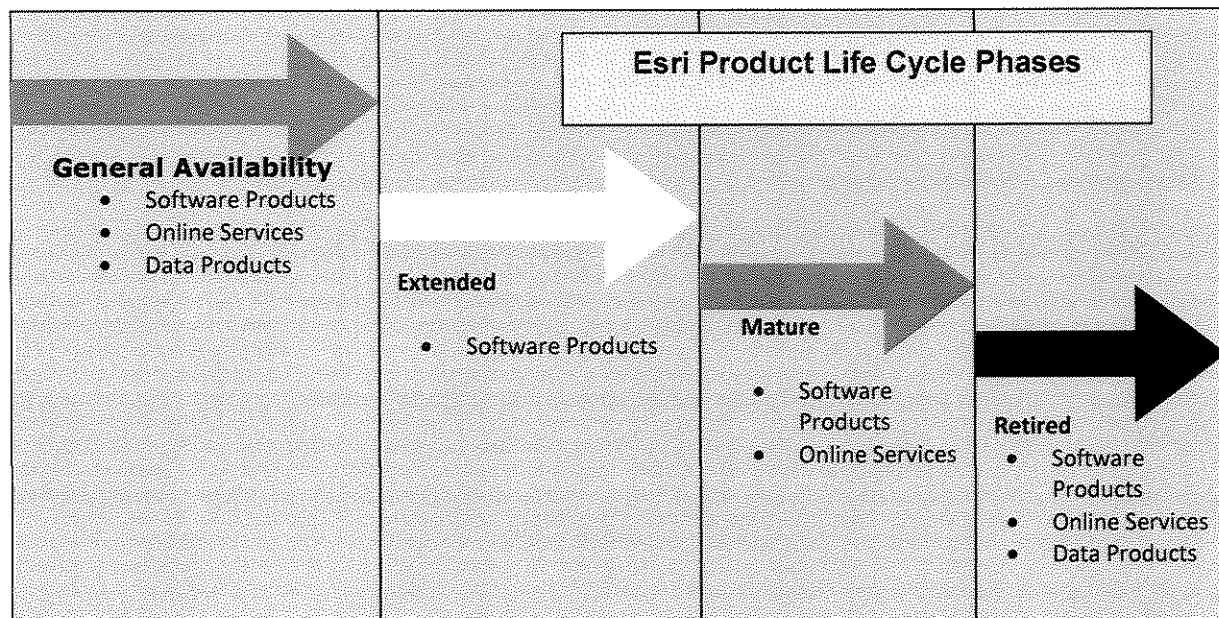
However, not all products will necessarily go through all four phases. For example,

- Software Products
 - Typically have four life cycle phases
 - Life cycle phases are calendar-based, in other words, each phase is exactly two years in duration
- Online Services Products
 - Typically have three life cycle phases
 - Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released
- Data Products

- Typically have two life cycle phases
- Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released

To review the life cycle for a specific product, please refer to the Product Life Cycle pages and select the product of interest. The Product Life Cycle Pages can be found at: <http://support.esri.com/en/content/productlifecycles>.

The chart below shows the four phases of the product life cycle.



Calendar-based product life cycle

ArcGIS Software Products follow the calendar-based product life cycle. All calendar-based life cycle phases are two years in duration.

This means that every major release (version x.0) would start in the General Availability phase and would be in the General Availability phase for two years from the release date. At the end of two years, it would move into the Extended phase of the product life cycle.

Likewise, secondary version number releases (version x.x) would also start in the General Availability phase upon release and would stay in the General availability phase for two years before moving to the Extended phase.

However, tertiary version number releases (version x.x.x) would follow the life cycle of the major (or secondary) version number release that it follows. For

example, a version 5.0.1 release (a tertiary version number release) would be in the same life cycle phase as the 5.0 release (a major version number release), and thus the 5.0.1 release would move to the next life cycle phase synchronous with the 5.0 release.

The following is a hypothetical example of how the calendar-based approach to the product life cycle support process works:

Version	Release Date	General Support	Extended Support	Mature Support	Retired
10.2.1	Jan 7, 2014	Jan 2014 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
10.2	July 30, 2013	July 2013 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
10.1	June 11, 2012	June 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 2016 – Dec 2017	Jan 1, 2018
10.0	June 30, 2010	June 2010 – June 2012	July 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 1, 2016
9.3.1	April 2009	April 2009	June 2010	June 2012	Dec 2013

As mentioned, details about the life cycle for a particular product, please select the product on: <http://support.esri.com/en/content/productlifecycles>

SOFTWARE PRODUCTS

Software Products generally go through all four lifecycle phases. Software and technical support for each phase is described below.

General Availability Phase

For products in the General Availability phase, users can expect the following:

Software Support

- Software patches and hot fixes
 - Provided to customers to resolve significant issues discovered in the product release.
- New environment certification
 - When a major new version of an operating system, database, or web server is released during the General Availability phase of an

Esri product, Esri will test this new environment with the Esri software product in the General Availability release phase and provide test result information on the online resource center.

Technical Support

- Phone and chat support
 - Available to customers, current on maintenance
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.
- Online support resources
 - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Users are encouraged to begin all new projects with Software Products in the General Availability lifecycle phase and move/upgrade existing applications to these products as soon as possible.

Extended Phase

Once a product enters the Extended lifecycle phase, users can expect the following:

Software Support

- Software patches and hot fixes
 - Provided to customers to resolve significant issues discovered in a product release.
- New environment certification
 - Esri will not certify major new versions of an operating system, database, or web server released during the Extended lifecycle phase of an Esri product. Customer may use Esri software products in the Extended lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

Technical Support

- Phone and chat support

- Available to customers, current on maintenance
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.
- Online support resources
 - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Existing customers contemplating moving/upgrading their environment should also consider upgrading their Esri product to a version that is currently in the General Availability Phase. Customers with products in the Extended phase are encouraged to start planning their move/upgrade to a General Availability product as soon as possible.

Mature Phase

Once a product enters the Mature phase, users can expect the following:

Software Support

- Software patches and hot fixes
 - Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
 - Esri will not certify major new versions of an operating system, database, or web server released during the Mature lifecycle phase of an Esri product. Customer may use Esri software products in the Mature lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

Technical Support

- Phone and chat support
 - Available to customers, current on maintenance
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.

- Online support resources
 - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers with products in the Mature phase should be actively upgrading their applications to General Availability products.

Retired Phase

Once a product enters the Retired phase, the product will **no longer be available for purchase** and users can expect the following:

Software Support

- Software patches or hot fixes
 - Not available
- New environment certification
 - Not available

Technical Support

- Phone and chat support
 - Not available
- Web Form
 - Not available
- Online support resources
 - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
 - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

ONLINE SERVICES LIFECYCLE

Online Services Lifecycle generally have only three lifecycle phases. Software and technical support for each phase is described below.

General Availability Phase

For Online Services products in the General Availability phase, users can expect the following:

Online Service Support

- Online Services
 - Actively maintained and updated
- New environment certification
 - When a new version of ArcGIS is released during the General Availability phase, Esri will test this new release with the General Availability Online Services and provide test result information on the online resource center.
- Customers will be notified at least six months in advance before any Online Services are moved to the Extended phase.

Technical Support

- Phone and chat support
 - Available to customers, with a current subscription
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.
- Online support resources
 - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Mature Phase

Once a product enters the Mature phase, users can expect the following:

Online Service Support

- Online Services
 - Will continue to be available
 - Will not maintained or updated
- New environment certification
 - When a new version of ArcGIS is released during the General Availability phase, Esri will not test this new release with the Mature Phase Online Services.
- Customers will be notified at least six months in advance before any Online Services are moved to the Mature phase.

Technical Support

- Phone and chat support
 - Available to customers, with a current subscription
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.
- Online support resources
 - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers can continue to use Online Services during the Mature lifecycle phase, but are encouraged to start planning their move/upgrade to a General Availability Online Service(s) as soon as possible.

Retired Phase

Services have been removed from ArcGIS Online, and the services are no longer available or supported.

Online Service Support

- Online Service
 - Will no longer be available
- If reasonable under the circumstances, customers will be notified at least three months in advance before any Online Services are moved to the Retired phase.

Technical Support

- Phone and chat support
 - Not available
- Web Form
 - Not available
- Online support resources
 - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
 - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

DATA PRODUCTS

Data Products generally have only two lifecycle phases. Software and technical support for each phase is described below.

General Availability Phase

For products in the General Availability phase, users can expect the following:

Data Support

- Data updates
 - Availability of updates is determined by the update program offered for each data product. Check the data product information page for details.

Technical Support

- Phone and chat support
 - Available to customers, with a current subscription
 - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
 - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
 - Support can be requested via Web Form 24/7.
- Online support resources

- Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Retired Phase

A data product is in the Retired phase three months after the general availability of a new version unless otherwise stated.

Once a product enters the Retired phase, the product will no longer be available for purchase and users can expect the following:

Data Support

1. Data updates
 - a. Customer can upgrade to the General Availability product.

Technical Support

2. Phone and chat support
 - a. Not available
3. Web Form
 - a. Not available
4. Online support resources
 - a. Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
 - b. Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.
5. Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

TRANSITION ANNOUNCEMENTS

Esri will announce product life cycle support transitions on its [Product Life Cycle pages](#). Esri may also announce transitions outside of a specific release event.

LIFE CYCLE SUPPORT STATUS FOR ESRI PRODUCTS

The life cycle support status for all Esri software products can be found at <http://support.esri.com/en/content/productlifecycles>.



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9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all applicable taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

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9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

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**EXHIBIT 1
SCOPE OF USE
(E300 04/11/2016)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

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<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Earth (65; Addendum 2, Note 1) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) ▪ ArcGIS for Personal Use (3; Addendum 2, Note 1) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (Addendum 2, Note 1) – ArcGIS for Maritime: Server (2) ▪ Esri Business Analyst for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (21; 31; Addendum 2, Note 1) ▪ Esri Tracking Server (31) 	<p>Developer Tools</p> <ul style="list-style-type: none"> ▪ AppStudio for ArcGIS Standard (11, 16, 19) ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11) <p>Other</p> <ul style="list-style-type: none"> ▪ Navigator for ArcGIS (14)
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Notes:

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- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

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11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. May be used for navigational purposes only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
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 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
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29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
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31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
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54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
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64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

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In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

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<ul style="list-style-type: none">▪ ArcGIS Online Data (1)▪ StreetMap Premium for ArcGIS (2)▪ StreetMap for Windows Mobile (2)▪ StreetMap for ArcPad (2)▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)▪ HERE Traffic Data (11; Addendum 1, Note 1)▪ Data Appliance for ArcGIS (3)	<ul style="list-style-type: none">▪ Business Analyst Data (4, 10)▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)▪ Data and Maps for ArcGIS (6)▪ Esri MapStudio Data (9)▪ World Geocoder for ArcGIS Basic (7)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

Basemap Data and Geocode Search Transactions:

- a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
- b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address

or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
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 - d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
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4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
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- e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
- f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
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- **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Limited to 250,000,000 geocodes during the term of the subscription.

8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
- b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

- c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing.

If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri Business Analyst Online (3; Addendum 2, Note 1)▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)▪ Esri Community Analyst (3; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Redistricting Online (Addendum 2, Note 1)▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)▪ Navigator for ArcGIS (Addendum 1, Note 14)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
 - c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
 - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
 - i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch

geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
 - 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none">▪ Educational Programs (1)▪ Grant Programs (2)	<ul style="list-style-type: none">▪ Other Esri Limited Use Programs (3)
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Notes

1. *Educational Programs*: Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs*: Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *Other Esri Limited Use Programs*: If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

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The following terms apply to the location content specified below to the extent that such content is made accessible for use in

the application, product and/or service which you are using.

For purposes of the following:

- References to “you” shall mean the individual person or representative of an entity accessing the application, product

and/or service in which location content is made accessible for use.

[Map Data](#)

The base map data that is made accessible for use in the application, product and/or service which you are using is subject to the

following copyright notices:

Data for countries in the America, the Middle East, Europe, Russia, Africa and/or Asia Pacific: © 1987-2014 HERE.

The following terms shall apply to the use of map data for the countries specified below to the extent that the application, product

and/or service which you are using includes map data for each respective country:

North America Territory

Area	Additional Provisions
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14. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet™ Premium Points of Interest or Tele Atlas® Dynamap® Premium Points of Interest (the "POI Data"):

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- c. *Indemnification.* Licensee shall indemnify and hold infoUSA, Inc., harmless from and against all third party claims or liability which are based in whole or in part of the users failure to comply with such laws, rules, and regulations or which result from the use of the POI Data through the EULA.
- d. *Warranty.* In addition to the Warranties contained in the EULA, Licensee understands that the POI Licensed Product is licensed on an "AS IS" basis without guarantee, and there are no other warranties made, express or implied, including, without limitation, any express or implied warranties of merchantability or fitness for a particular purpose.
- e. *POI Licensed Product Segregation.* Licensee is prohibited from combining or merging in the same file or database the POI Data with any other POI data. The POI Data shall be maintained in such a way that they are separately identifiable from all other POI data at all times.
- f. Licensee may only use the POI Data in conjunction with maps generated by TANA data.
- g. Licensee's search functions shall be limited to city, state, ZIP Code, or radius within a particular geography and therefore business searches without a geographic component within North America are not permitted.
- h. Licensee may not display ZIP Codes generated from the POI Data.
- i. Licensee may only display up to ten (10) records per page.
- j. Licensee may not generate more than five million (5,000,000) page views per month.

B. Additional Restrictions for Specific Products or Countries

1. *Additional Provisions with Respect to the Tele Atlas MultiNet® Data of Denmark Only.* Licensee is prohibited from using the Tele Atlas MultiNet® data of Denmark to create maps within telephone books or other products similar to telephone books (e.g. directories), including such products in digital form.

C. Application Specific. The following additional terms shall apply:

Regarding Navigation Products (means software products and/or on-demand services which enable a Licensee to select a destination and receive instructions on how to get to that destination based on the position of Licensee and/or the movement of Licensee during the journey and utilizing the Data to determine a route, where such Data are contained within a device in the case of a software product, and/or accessed remotely by a device in the case of an on-demand service. Where the software product utilizes Data supplied separately by Esri, then the Navigation Products shall include the data pack (means the Data supplied separately by Esri which are to be used with a software product and which is capable of being used with a device).

1. The Navigation Product cannot be used to generate paper plots larger than A4 (625 cm2);
2. The Navigation Product shall be restricted to Licensee's use only;
3. Paper plots generated from a Navigation Product shall be restricted to Licensee's use with no right to transfer the same to third parties; and
4. No printing is permitted.

D. Specific Restrictions for Internet Use

1. Searches by Name or Reverse-Searches by Telephone Number

- a. The Value-Added Package may provide information as a result of any search by any End User that includes a business name or telephone number. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
- b. In response to a search by name or phone number, the Value-Added Package will display a "Page" of listings of businesses with the same or similar names which show name, street address, city, state, phone number, and infoUSA number (no ZIP code). Each such listing on that Page is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view a Page showing a single record that includes a ZIP code. Each such record is hereinafter referred to as a "Record."
- c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
- d. Licensee shall not download or print more than fifty (50) Listings in sequence.
- e. Other than as is necessary for Licensee to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.

2. Searches by Business Category

- a. The Value-Added Package may limit information resulting from an End Users search to one (1) business category or one (1) geographical location. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
- b. In response to a search by a business category, the Value-Added Package will display a Page of listings of businesses which show business name, street address, city, state, phone number and infoUSA number (no ZIP code). Each such listing is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view one business record on a Page which includes ZIP code. Each such record is hereinafter referred to as a "Record."
- c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
- d. Licensee shall not download or print more than fifty (50) Listings in sequence.
- e. Other than as is necessary for Developers and End Users to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.



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- Reference for the GEBCO One Minute Grid: 'The GEBCO One Minute Grid, version 2.0'
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Digital Millennium Copyright Act

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[Infringement Notification](#)
[Counter Notification](#)
[Account Termination](#)

Infringement Notification for Allegedly Infringing Materials

To file a notice of infringement with Esri, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any content or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, Esri suggests that you first contact an attorney.

To expedite Esri's ability to process your request, please use the following format (including section numbers):

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon.

2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.

NOTE: FOR WEB SEARCH, YOU MUST IDENTIFY EACH SEARCH RESULT THAT DIRECTLY LINKS TO A WEB PAGE THAT ALLEGEDLY CONTAINS INFRINGING MATERIAL. This requires you to provide (a) the search query that you used, and (b) the URL for each allegedly infringing search result.

3. Provide information reasonably sufficient to permit Esri to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit Esri to notify the owner/administrator of the allegedly infringing Web page or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted work described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

Attn: Contracts and Legal Services Department,
DMCA Complaints
Esri
380 New York Street, Redlands, CA 92373,
USA

OR fax to:

(909) 307-3020, Attn: Contracts and Legal
Services Department, DMCA Complaints

Counter Notification

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question.

To file a counter notification with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

To expedite our ability to process your counter notification, please use the following format (including section numbers):

1. Identify the specific URLs or other unique identifying information of material that Esri has removed or to which Esri has disabled access.
2. Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or San Bernardino County, California, if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
3. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result, message, or other item of content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown."
4. Sign the paper.
5. Send the written communication to the following address:

Attn: Contracts and Legal Services Department,
DMCA Counter Notification
Esri
380 New York Street, Redlands, CA 92373,
USA

OR fax to:

(909) 307-3020, Attn: Contracts and Legal
Services Department, DMCA Counter
Notification

Account Termination

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Map Book Gallery
Video Library

Company Information

About Esri
Careers
Esri Insider Blog
Esri User Conference
Trust ArcGIS

Services

Professional Services
Project Services
Implementation Services
Premium Support Services

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Learn About Partners
Partner Directory
Hardware Promotions

Special Programs

Esri Special Programs
Nonprofit
Education
Disaster Response
ArcGIS for Personal Use
Conservation

10.4 Redistribution Rights

Description	Data Source	File Name	Directory	Redistribution (see FAQ below)
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World				
Countries	DeLorme	country.gdb	\world	Yes 1
Countries (Generalized)	Esri, DeLorme	country_gen.gdb	world	Yes 1
Administrative Units	DeLorme	admin.gdb	\world	Yes 1
Airports	DeLorme	airports.gdb	\world	Yes 1
Contours	DeLorme	contours.gdb	\world	Yes 1
Roads	DeLorme	roads.gdb	\world	Yes 1
Railroads	DeLorme	railroads.gdb	\world	Yes 1
Continents	ArcWorld Supplement	continent.gdb	\world	Yes 1,2,3
Regions	ArcWorld Supplement	region.gdb	\world	Yes 1,2,3
Census IPC Demographics (table)	US Census International Division, CIA Factbook	entry_ipc.gdb	\world	Yes 1,2,3
Country Memberships of Political Organizations (table)	CIA Factbook	pol_org gdb	\world	Yes 4
Cities	ArcWorld	cities.gdb	\world	Yes 1,2,3
Populated Places	DeLorme	pop_places.gdb	\world	Yes 1
Gazetteer	DCW	gaz.gdb	\world	Yes 1,2,3
Linear Water	DeLorme	hydrolines.gdb	\world	Yes 1
Water Bodies	DeLorme	hydropolys.gdb	\world	Yes 1
Drainage Systems, Lakes, and Rivers	ArcWorld	lakes.gdb, rivers.gdb, drainage.gdb	\world	Yes 1,2,3

World Wildlife Fund Terrestrial Ecoregions	World Wildlife Fund, DCW	wwf_terr.gdb	\world	No
World Wildlife Fund Marine Ecoregions	World Wildlife Fund, DCW	wwf_mar.gdb	\world	No
UTM Zones	ArcWorld Supplement, NGA	utmzone.gdb	\world	Yes 1,2,3
Time Zones	Esri	timezone.gdb	\world	Yes 1,2,3
Latitude and Longitude Grids	Esri	latlong.gdb	\world	Yes 1,2,3
Named Latitudes and Longitudes	Esri	geogrid.gdb	\world	Yes 1,2,3
World Map Background	Esri	world30.gdb	\world	Yes 1,2,3
United States				
States and Counties (generalized)	ArcUSA, US Census, Esri	states.gdb, counties.gdb	\usa\census	Yes 1,2,3
States and Counties	Esri, derived from TomTom, US Census	dtl_st.gdb, dtl_cnty.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
State and County Boundaries	Esri, derived from TomTom	dtl_st_ln.gdb, dtl_cty_ln.gdb	\usa\census	TomTom - Yes 1,2
Census Tracts	TomTom, US Census, Esri	tracts.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
114th Congressional Districts	Esri	cd114.gdb	\usa\census	Yes 1,2,3
Senate	Esri	senate.gdb	\usa\census	Yes 1,2,3
Cities	US Census	cities.gdb	\usa\census	Yes 1,2,3
Populated Place Points	US Census	places.gdb	\usa\census	Yes 1,2,3
Populated Place Areas	TomTom, US Census	placeply.gdb	\usa\census	Yes 1,2

Core Based Statistical Areas	TomTom	cbsa.gdb	\usa\census	Yes 1,2
Highways	Esri	highways.gdb	\usa\trans	Yes 1,2,3
Major Highways	Esri	mjr_hwys.gdb	\usa\trans	Yes 1,2,3
National Transportation Atlas - Interstate Highways	US Bureau Transportation Statistics	intrstat.gdb	\usa\trans	Yes 4
National Transportation Atlas - Railroads	US Bureau Transportation Statistics	rail100k.gdb	\usa\trans	Yes 4
Census Urbanized Areas	US Census	urban.gdb	\usa\census	Yes 4
Major Parks	National Park Service, ArcUSA, TomTom	parks.gdb	\usa\landmarks	Yes 1,2
Drainage Systems, Lakes, and Rivers (generalized)	ArcWorld	drainage.gdb, lakes.gdb, and rivers.gdb	\usa\hydro	Yes 1,2,3
Telephone Area Code Boundaries	TomTom	areacode.gdb	\usa\census	Yes 1,2
ZIP Code Points	TomTom, US Census, Esri	zip_usa.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Five-Digit)	TomTom, US Census, Esri	zip_poly.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Three-Digit)	Esri, derived from TomTom	zip3.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
National Atlas - Airports	National Atlas of the United States	airports.gdb	\usa\trans	Yes 4
National Atlas - Cities	National Atlas of the United States	cities_dtl.gdb	\usa\census	Yes 4

National Atlas - Urbanized Areas	National Atlas of the United States	urban_dtl.gdb	\usa\census	Yes 4
National Atlas - Federal and Indian Land Areas	National Atlas of the United States	fedlandp.gdb	\usa\landmarks	Yes 4
National Atlas - Federal Land Lines	National Atlas of the United States, USGS	fedlandl.gdb	\usa\landmarks	Yes 4
National Atlas - Water Feature Areas and Lines	National Atlas of the United States, USGS	hydroply.gdb, hydroln.gdb	\usa\hydro	Yes 4
National Atlas - Public Land Survey	National Atlas of the United States, USGS	publdsur.gdb	\usa\other	Yes 4
Airports	TomTom	airportp.gdb	\usa\trans	Yes 1,2
Institutions	TomTom	institut.gdb	\usa\landmarks	Yes 1,2
Large Area Landmarks	TomTom	lalndmrk.gdb	\usa\landmarks	Yes 1,2
Parks	TomTom	park_dtl.gdb	\usa\landmarks	Yes 1,2
Recreation Areas	TomTom	recareas.gdb	\usa\landmarks	Yes 1,2
Transportation Terminals	TomTom	tranterm.gdb	\usa\trans	Yes 1,2
Geographic Names Information System - Buildings	USGS - GNIS	gblding.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Cemeteries	USGS - GNIS	gcemetery.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Churches	USGS - GNIS	gchurch.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Golf Locales	USGS - GNIS	ggolf.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Hospitals	USGS - GNIS	ghospitl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Locales	USGS - GNIS	glocale.gdb	\usa\landmarks	Yes 4

Geographic Names Information System - Populated Places	USGS - GNIS	gppl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Schools	USGS - GNIS	gschools.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Summits	USGS - GNIS	gsummit.gdb	\usa\landmarks	Yes 4
State Plane Zones (NAD 1927, NAD 1983)	NOAA, USGS, Esri	speszn27.gdb, speszn83.gdb	\usa\other	Yes 1,2,3
USGS Topographic Quadrangle Series Indexes - 1:24,000, 1:100,000, 1:250,000	ArcUSA	topoq24.gdb, topoq100.gdb, topoq250.gdb	\usa\other	Yes 1,2,3
Census Block Groups	TomTom, US Census, Esri	blkgrp.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
Census Block Centroid Populations	US Census	blockpop.gdb	\usa\census	Yes 1,2,3
Rivers and Streams	USGS, Esri	dtl_riv.gdb	\usa\hydro	Yes 1,2,3
Water Bodies	USGS, Esri	dtl_wat.gdb	\usa\hydro	Yes 1,2,3
Europe				
Europe Demographic - NUTS 0 Demographics	Michael Bauer Research GmbH	nuts0.gdb	\europe\data	Yes 1
Europe Demographic - NUTS 1 Demographics	Michael Bauer Research GmbH	nuts1.gdb	\europe\data	Yes 1
Europe Demographic - NUTS 2 Demographics	Michael Bauer Research GmbH	nuts2.gdb	\europe\data	Yes 1

Europe Demographic - NUTS 3 Demographics	Michael Bauer Research GmbH	nuts3.gdb	\europe\data	Yes 1
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ARF-3772

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

Information

Request/Subject

Adoption of Resolution No. 16-05-02

Background Information

Gila County staff was recently informed that the Arizona Department of Transportation (ADOT) staff has recommended removing funding for improvements on Highway 260 in the area of Lion Springs in Gila County from its current Five-Year Program. Such recommendation would create a bottleneck (i.e., an undivided two lane roadway surrounded on both sides by a four lane divided highway) in the corridor between Phoenix and the top of the Mogollon Rim.

Evaluation

Supervisor John Marcanti has recommended that the Board of Supervisors adopt a resolution to be sent to ADOT, which is in support of completing the improvements to Highway 260 in the area of Lion Springs in Gila County.

Conclusion

N/A

Recommendation

It is recommended that the Board of Supervisors consider adopting Resolution No. 16-05-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-05-02 supporting completion of the improvements to Highway 260 in the area of Lion Springs in Gila County. **(Don McDaniel)**

Attachments

Resolution No. 16-05-02



RESOLUTION NO. 16-05-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, SUPPORTING COMPLETION OF THE IMPROVEMENTS TO HIGHWAY 260 IN THE AREA OF LION SPRINGS IN GILA COUNTY.

WHEREAS, the Arizona Department of Transportation (ADOT) has spent over 300 million dollars improving Highway 87, from Phoenix to Payson, constructing a modern four lane divided highway; and,

WHEREAS, ADOT has also spent over 300 million dollars improving Highway 260 east of the Lion Springs area to the top of the Mogollon Rim, constructing a modern four lane divided highway; and,

WHEREAS, ADOT staff has recommended removing funding for improvements on Highway 260 in the area of Lion Springs in Gila County from its current Five-Year Program; and,

WHEREAS, such recommendation, if approved, would effectively create a bottleneck (i.e., an undivided two lane roadway surrounded on both sides by a four lane divided highway) in the corridor between Phoenix and the top of the Mogollon Rim; and,

WHEREAS, completing the four lane divided highway in the area of Lion Springs, in addition to removing this last remaining bottleneck, would provide the following benefits:

- A. *Improved safety to motorists.* This last remaining section is the source of significant accidents, both in number and severity. Because of the speeds involved and the narrowness of the roadway, many collisions in the area result in serious injury and, at times, death.
- B. *Improved visitor access.* Highway 260, east of Payson and Star Valley, is the gateway to numerous high use recreation areas in the Tonto National Forest and the Apache-Sitgreaves National Forest, as well as northeastern Arizona communities such as Heber, Snowflake, Show Low and Pinetop-Lakeside. Residents from all over Arizona and visitors from around the United States enjoy these recreation areas. During many summer days, and especially holiday weekends, this unfinished section of highway is more reminiscent of an urban freeway during rush hours (i.e., bumper to bumper traffic) than a highway through the beautiful pines of northern Arizona.
- C. *Improved environmental benefits.* During summer months and especially during holiday

weekends, traffic in this area can come to a standstill. The exhaust from thousands of cars significantly impacts the pristine mountain air.

- D. *Improved quality of life.* The traffic backlogs created by the bottleneck affect the main thoroughfares of both Payson and Star Valley. This creates traffic nightmares for the residents of these communities and it results in decreased sales for the local businesses.
- E. *Protection of watershed and wildlife habitats.* Improvements to this section of Highway 260 will reduce the creation of unauthorized roads/trails into the forest protecting both the watershed and wildlife habitats. The current two lane roadway allows for almost unlimited egress from the roadway. The result is motor vehicle damage to the watershed and habitats. The modern four lane divided highway provides for only limited egress, thus protecting these watersheds and habitats.
- F. *Reduced erosion.* The improvements to Highway 260 and the plans for the Lion Springs segment incorporate modern erosion control features. Such improved erosion control features need to be completed in coordination with this remaining segment.
- G. *Reduced wildlife, vehicular collisions.* This area has a high density of elk. This combination of high elk density and a narrow two lane roadway creates dangerous elk/vehicle collisions. Not only are these elk/vehicle collisions common, but because of the sheer mass of an elk and the vehicle speeds, these collisions are very serious and often result in the death of the elk and or motorist.
- H. *Protection against and increased ability to suppress forest fires.* This project would facilitate and improve the U.S. Forest Services' access to the forest, allowing for continued resource protection and fire protection/suppression as is necessary.
- I. *Reduce unfunded local emergency service costs.* As set forth in subsections A and G above, there are numerous vehicular collisions with injuries on this section of undivided roadway. The first responders to these collisions may be the volunteer fire departments in the vicinity, but often both the Payson Fire Department and the Hellsgate Fire District are dispatched. The costs associated with maintaining the extra personnel and equipment to respond to these accidents is borne by the local tax base, and the cost of responding to the incidents is often borne by the local residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

Section 1. That the Gila County Board of Supervisors supports the completion of the improvements to Highway 260 in the area of Lion Springs, and objects to its removal from ADOT's current Five-Year Program.

Section 2. That Gila County, acting through its appropriate officers and officials, is hereby authorized to take all other actions necessary or appropriate to express its support for completing the improvements.

PASSED AND ADOPTED this 17th day of May 2016, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ARF-3748

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: Gila County Drug, Gang, and Violent Crimes Task Force
FY16 Quarterly Report

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Information

Subject

Gila County Drug, Gang, and Violent Crimes Task Force FY16 Quarterly Report for October - December 2015.

Suggested Motion

Acknowledgment of the Gila County Drug, Gang, and Violent Crimes Task Force Fiscal Year 2016 Quarterly Report for October through December 2015.

Attachments

Quarterly Report Oct.-Dec. 2015

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

* new categories

Drug Related Arrest Activity								
	Buy / Receive	Cultivate / Manuf.	Distribute / Sale	Possess / Conceal	Transport / Import	Consume / Use	Other	Total
Cocaine (powder)	0	0	0	0	0	0	0	0
Crack (cocaine)	0	0	0	0	0	0	0	0
* Ecstasy (MDMA)	0	0	0	0	0	0	0	0
Hashish	0	0	0	4	0	0	0	4
Heroin	0	0	0	6	0	0	0	6
Marijuana	0	0	0	8	0	0	0	8
* Marijuana Plants	0	1	0	0	0	0	0	1
* Synthetic Cannabinoids	0	0	0	0	0	0	0	0
Other Narcotic	0	0	0	0	0	0	0	0
LSD	0	0	0	0	0	0	0	0
PCP	0	0	0	0	0	0	0	0
Other Hallucinogen	0	0	0	0	0	0	0	0
Methamphetamine/Amphetamine	0	0	4	6	3	2	0	15
* Methamphetamine (ice)	0	0	0	0	0	0	0	0
Prescription	0	0	0	4	0	0		4
Other Stimulant	0	0	0	0	0	0	0	0
Other Depressant	0	0	0	0	0	0	0	0
Other Drug	0	0	0	0	0	0	0	0
Unknown Drug	0	0	0	0	0	0	0	0
* Psilocybin (mushrooms)	0	0	0	0	0	0	0	0
* Pseudoephedrine	0	0	0	0	0	0	0	0
* Steroids	0	0	0	0	0	0	0	0
* Salvia	0	0	0	0	0	0	0	0
* Paraphernalia	0	0	0	7	0	0	0	7
* Other (List below)								
* Name 1								0
* Name 2								0
* Name 3								0
Total	0	1	4	35	3	2	0	45
Prescription Drug Arrests								
* Number of drug related arrests from table above that also included prescription drugs					6			

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug and Non-drug Criminal Arrests			
	Drug	Non-drug	Total
Persons arrested for violent crime (except gang members)			0
Gang members arrested (except violent crime)			0
Gang members arrested for violent crime			0
Neither or not known	45	33	78
Total	45	33	78

Felony and Misdemeanor Arrests			
	Drug	Non-drug	Total
* Felony	45	18	63
* Misdemeanor		15	15
Total	45	33	78

Offender Arrest Profile - Age							
	Under 18		18 and Over		Total		
Race / Hispanic Origin	Male	Female	Male	Female	Male	Female	Combined
Caucasian	0	1	34	17	34	18	52
Black	0	0	1	0	1	0	1
Hispanic	0	0	11	12	11	12	23
American Indian/Native Alaskan	0	0	2	0	2	0	2
Asian	0	0	0	0	0	0	0
Native Hawaiian/Pacific Islander	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Total	0	1	48	29	48	30	78

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug Removals By Quantity and Value								Conversion Chart
Drug Type	Measure	Drug Seizures		Drug Purchases		Totals		
		Quantity Seized	Value	Quantity Purchased	Value	Quantity	Value	
Cocaine (powder)	Kilograms	0	\$0	0	\$0	0	\$0	
Crack (cocaine)	Grams	0	\$0	0	\$0	0	\$0	
* Ecstasy (MDMA)	Each	0	\$0	0	\$0	0	\$0	
Hashish	Grams	6	\$600	0	\$0	6	\$600	
Heroin	Grams	3.5	\$360	0	\$0	3.5	\$360	
Marijuana	Pound	8.284	\$12,872	0	\$0	8.284	\$12,872	
* Marijuana Plants	Each	338	\$405,600	0	\$0	338	\$405,600	
* Synthetic Cannabinoids	Grams	0	\$0	0	\$0	0	\$0	
Other Narcotic	Dosage Units	0	\$0	0	\$0	0	\$0	
LSD	Dosage Units	0	\$0	0	\$0	0	\$0	
PCP	Dosage Units	0	\$0	0	\$0	0	\$0	
Other Hallucinogen	Each	0	\$0	0	\$0	0	\$0	
Methamphetamine/Amphetamine	Grams	69.9	\$6,936	0	\$0	69.9	\$6,936	
* Methamphetamine (ice)	Grams	0	\$0	0	\$0	0	\$0	
Prescription-Stimulant - Central Nervous System (CNS) Stimulants	Each	0	\$0	0	\$0	0	\$0	
Prescription-Sedatives - Central Nervous System (CNS) Depressants	Each	0	\$0	0	\$0	0	\$0	
Prescription-Pain Reliever - Narcotic Analgesics	Each	50	\$1,490	0	\$0	50	\$1,490	
Other Stimulant	Grams	0	\$0	0	\$0	0	\$0	
Other Depressant	Dosage Units	0	\$0	0	\$0	0	\$0	
Other Drug	Dosage Units	0	\$0	0	\$0	0	\$0	
Unknown Drug	Dosage Units	0	\$0	0	\$0	0	\$0	
* Psilocybin (mushrooms)	Grams	0	\$0	0	\$0	0	\$0	
* Pseudoephedrine	Dosage Units	0	\$0	0	\$0	0	\$0	
* Steroids	Milliliter (ml)	0	\$0	0	\$0	0	\$0	
* Salvia	Grams	0	\$0	0	\$0	0	\$0	
* Paraphernalia	Each	178	\$8,840	0	\$0	178	\$8,840	
* Other (List below)								
* Name 1	Measure 1					0	\$0	
* Name 2	Measure 2					0	\$0	
* Name 3	Measure 3					0	\$0	
Total			\$436,698		\$0		\$436,698	
Marijuana Grows								
	Indoor	Outdoor						
Number of Growing Operations Seized	1	0						

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Asset Seizures		
Asset Type	Number of Seizures	Value of Seizures
Vehicles	0	\$0
Vessels	0	\$0
Aircraft	0	\$0
Currency	1	\$1,201
Other Financial Instrument	0	\$0
Real Property (Real Estate)	0	\$0
Weapons	2	\$800
Other	0	\$0
Total	3	\$2,001

Seizure Value by Type of Case			
	Federal	State	Total
Real Property	\$0	\$0	\$0
Cash	\$0	\$1,201	\$1,201
Other (vehicles, weapons, jewelry, etc.)	\$0	\$800	\$800
Total	\$0	\$2,001	\$2,001

Total Number of Seizure Cases	
Federal Seizure Cases	0
State Seizure Cases	6
Total	6

Methamphetamine Related Statistics	
Methamphetamine Related Investigations	14
Clandestine Labs Seized	0
Minors Involved in Meth Labs Seized	0
Meth Dump Site Discovered	0
Meth Related Sites Referred for Mitigation/Clean-up	0

Methamphetamine Precursors Seized		
Name of Chemical	Measure	Amount
Acetone	Grams	0
Hydrochloric Acid	Grams	0
Muriatic/Sulfuric Acid	Grams	0
Ephedrine/Pseudoephedrine	Grams	0
Iodine	Grams	0
Phosphorous (including Red)	Grams	0
Lye	Grams	0
Hydrogen Peroxide	Grams	0
2 Stage Liquid	Grams	0
Methamphetamine Oil	Grams	0
Other	Grams	0

Vehicle, Boat Values	
Kelly Blue Book	NADA guide

Weapons Seized by Weapon Type	
Weapon Type	Number of Weapons
Handguns (except semi-automatic)	0
Semi-Automatic Handguns	1
Rifles (except semi-automatic)	0
Semi-Automatic Rifles	1
Shotguns (except semi-automatic)	0
Semi-Automatic Shotguns	0
Automatic Weapons/Machine Guns	0
Knives/Cutting Instruments	0
Explosive Devices	0
Other	0
Total	2

Firearms and NIBIN	
Firearms Reported to NIBIN	0
* Firearms traced through ATF	0
* # of individuals charged with firearm crimes	0

Drug Removals - Seized in Clan Drug Labs		
Drug Type	Measure	Quantity
Cocaine (powder)	Kilograms	0
Crack (cocaine)	Grams	0
* Ecstasy (MDMA)	Each	0
Hashish	Grams	0
Heroin	Grams	0
Marijuana	Pound	0
* Marijuana Plants	Each	0
* Synthetic Cannabinoids	Grams	0
Other Narcotic	Dosage Units	0
LSD	Dosage Units	0
PCP	Dosage Units	0
Other Hallucinogen	Each	0
Methamphetamine/Amphetamine	Grams	0
* Methamphetamine (ice)	Grams	0
Prescription	Each	0
Other Stimulant	Grams	0
Other Depressant	Dosage Units	0
Other Drug	Dosage Units	0
Unknown Drug	Dosage Units	0
* Psilocybin (mushrooms)	Grams	0
* Pseudoephedrine	Dosage Units	0
* Steroids	Milliliter (ml)	0
* Salvia	Grams	0
* Paraphernalia	Each	0
* Other (List below)		
* Name 1	Measure 1	0
* Name 2	Measure 2	0
* Name 3	Measure 3	0

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Investigation Data			
	Total		
New Investigations Opened this Quarter	135		
Pending Investigations this Quarter	1		
Dropped Investigations this Quarter	0		
Closed Investigations this Quarter	136		
Drug Trafficking Organizations			
	Disrupted	Dismantled	Total
Low Level (Street Dealer)	0	0	0
Mid Level (Distributor/Retailer)	0	1	1
High Level (Manufacturer/Supplier)	0	0	0
Total	0	1	1
Intelligence Driven Investigations			
Collaborative	21		
Non-collaborative	2		
Number Resulting in Arrests	12		
Number Resulting in Drug Seizures	7		
Search Warrants Served			
Federal	0		
State	5		
Other	0		
Total	5		

Coordination/Collaboration Data	
Total Number of Deconfliction Events	2
Total Number of Tips/Leads Referred to Other Task Forces	12
Total Number of Counterterrorism Referrals	0
Total Number of Drug-endangered Child Referrals/Calls to CPS	0
Number of Drug Interdiction Activity Assists	15
Interdiction Assists Resulting In:	
* Drugs Seized	12
* Controlled Deliveries	0
* How many community meetings were held during reporting period	5
Training	
How many ACJC grant funded employees received or provided training during the reporting period:	
* # of trainings attended	61
* # of trainings provided	12

ARF-3763

Consent Agenda Item

4. B.

Regular BOS Meeting

Meeting Date: 05/17/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 207-10-017C

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 207-10-017C was deeded to the State of Arizona in 2015. It did not sell at the Board of Supervisors' annual tax sale/auction; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. The subject property is vacant land off of a hillside in Globe behind a business called Peaks Performance and it is approximately 5.91 acres in size.

Evaluation

On April 28, 2016, the Clerk of the Board deposited a cashier's check from Silver Nickel Mining Company in the amount of \$1,983.34 with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate \$15 payment was submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-10-017C so that it can be recorded and later mailed to Silver Nickel Mining Company. Once the deed has been finalized and recorded, it will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of the subject property to Silver Nickel Mining Company.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-10-017C to Silver Nickel Mining Company.

Attachments

Quit Claim Deed for 207-10-017C

Information on 207-10-017C

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 17th day of May 2016, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Silver Nickel Mining Company, Grantee.

Address of Grantee: 2222 W. Clearview Trail, Anthem, AZ 85086

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 28th day of April 2016, Grantee did purchase said property for the sum of one thousand nine hundred eighty-three dollars and thirty-four cents (\$1,983.34);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 207-10-017C

Legal Description:

PT NW SEC 23 T1N R15E; COMM AT NW COR SEC 23; TH N 89-51-16 W 1337.61' TO POB; TH S 35-30 E 350'; TH S1E 950'; TH S 48-20-12 W 305.65'; TH N 00-23-39 E 119.08'; TH N 00-20-03 E 1318.92' POB; APPROX 5.91 AC M/L

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS
COUNTY OF GILA)

ACKNOWLEDGEMENT

Before me, Laurie J. Kline, a Notary Public in and for the County of Gila, State of Arizona, on this 17th day of May 2016, personally appeared Michael A. Pastor, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Notary Public
My Commission Expires:

off of Hillside Behind
"Peaks"

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

TREASURER'S OFFICE

Gila County, Arizona

April 16, 2015

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

and situated in Gila County, Arizona:

PARCEL # 20710017C ACCOUNT # R010089

Legal Description: PT NW SEC 23 T1N R15E; COMM AT NW COR SEC 23; TH
N 89-51-16 W 1337.61' TO POB; TH S 35-30 E 350'; TH S1E 950'; TH S 48-20-
12 W 305.65'; TH N 00-23-39 E 119.08'; TH N 00-20-03 E 1318.92' POB;
APPROX 5.91 AC M/L

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

for taxes, interest and penalties and charges amounting to
\$ **1933.34**
as represented in Tax Sale Certificate No. **2010-033400**

If redemption according to law be not made before the **29 th**
day of June, 2015 .

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

Debora Savage
Treasurer of Gila County, Arizona

\$1,933.34
50.00 Clerk's fee
\$1,983.34

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 8th/ 15th on the day of **July**, 2015 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 29 day of **June**, 2015, a Treasurer's Deed will issue to the said grantee, and

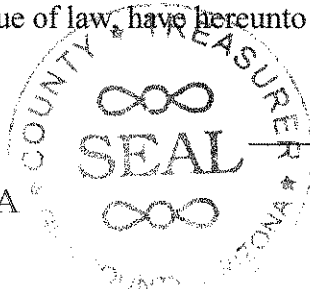
WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila,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

PARCEL NUMBER : 20710017C

ACCOUNT NUMBER: R010089

DESCRIBED AS : PT NW SEC 23 T1N R15E; COMM AT NW COR SEC 23; TH N 89-51-16 W 1337.61' TO POB; TH S 35-30 E 350'; TH S1E 950'; TH S 48-20-12 W 305.65'; TH N 00-23-39 E 119.08'; TH N 00-20-03 E 1318.92' POB; APPROX 5.91 AC M/L

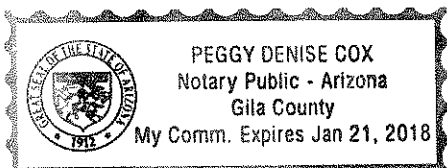
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 29th day of **JULY**, 2015.



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 31st day of **JULY**, 2015 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



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

207-10-017-C

OFF OF Hillside Behind Peek's

THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

Know all men hereby given that the STATE OF ARIZONA
has caused this Foreclosure to be made by the following Assessed and
Property Owner: **ROSS MICHAEL D & JEANNE**

and located in Gila County, Arizona
PARCEL # 20710017C ACCOUNT # 8010089

Legal Description: PT NW SEC 23 T1N R15E, CORN AT NW COR SEC 23; TH
N 50-01' 16" W 1337.61' TO POB; TH S 25-50' E 350'; TH S1E 950'; TH S 45-25'
12" W 305.65'; TH N 00-22-25' E 119.08'; TH N 33-25-03' E 1318.92' POB;
APPROX 5.91 AC N7E

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

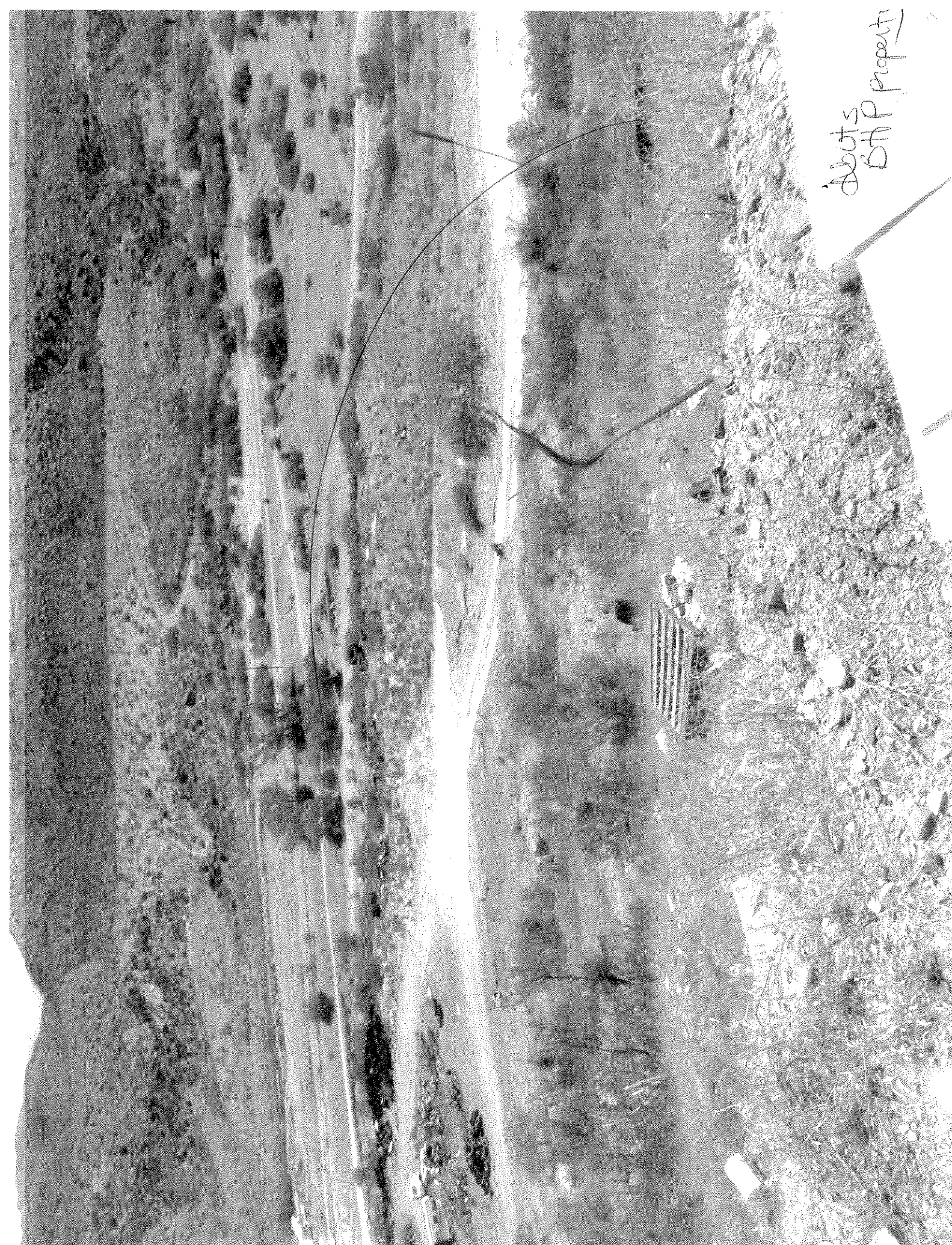
for taxes, interest and penalties and charges amounting to
\$ 1933.34
as represented in Tax Sale Certificate No. **2010-033400**

If redemption according to law be not made before the **29th**
day of June, 2015

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

Debora Savage
Treasurer of Gila County, Arizona

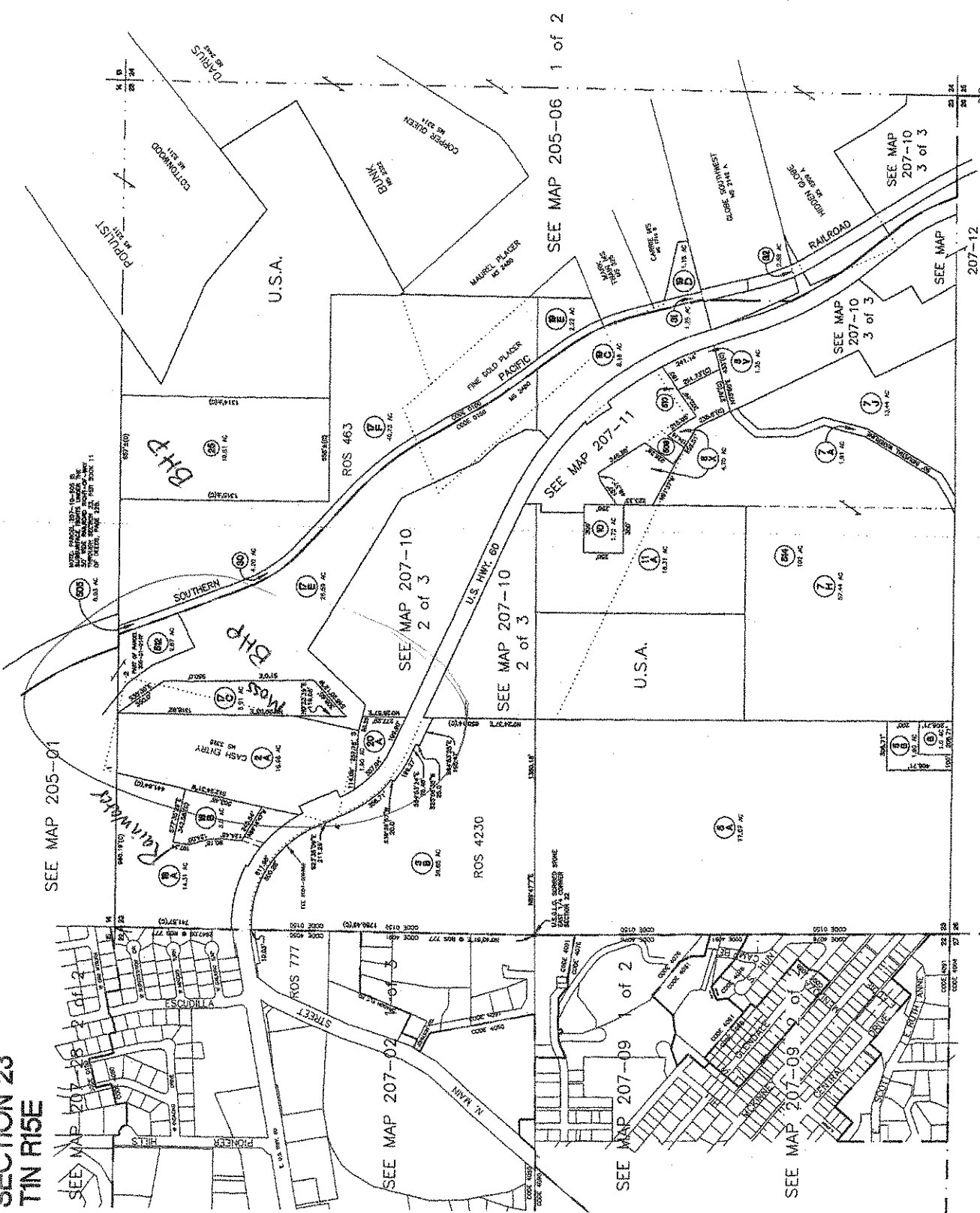
Abots
BHP property





SECTION 23
T1N R15E

207-10
1 of 3
CODE 0100
0180
UPDATED 10-09-14



SCALE = 1" = 400'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

SEE MAP 207-15

SEE MAP 207-16

ARF-3751

Consent Agenda Item

4. C.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: March 2016

Submitted By: Dorothy Little,
Justice of the
Peace-Payson
Region

Information

Subject

Payson Regional Justice of the Peace's Office March 2016 monthly activity report.

Suggested Motion

Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

March 2016

PAYSON JUSTICE COURT TREASURER'S RECAP

MARCH, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 83.50	\$ 4.18	\$ 79.32
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 43.77	\$ -	\$ 43.77
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,755.92	\$ -	\$ 1,755.92
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 8,252.00	\$ 412.80	\$ 7,839.40
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 5,015.00	\$ 250.75	\$ 4,764.25
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 1,045.83	\$ 32.29	\$ 983.54
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 624.97	\$ 31.25	\$ 593.72
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,768.14	\$ 88.41	\$ 1,679.73
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 15,152.58	\$ 757.63	\$ 14,394.95
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 1,228.87	\$ 61.44	\$ 1,167.43
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 8.98	\$ 0.45	\$ 8.53
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 223.12	\$ 11.16	\$ 211.96
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 583.85	\$ -	\$ 583.85
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 277.93	\$ 13.90	\$ 264.03
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,084.30	\$ -	\$ 1,084.30
Judicial Collection Enhancement %FC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 633.44	\$ 31.92	\$ 604.62
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 245.00	\$ -	\$ 245.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 868.52	\$ 43.43	\$ 825.09
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 2,262.46	\$ 114.12	\$ 2,148.34
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,412.95	\$ 70.95	\$ 1,348.00
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 177.37	\$ 8.87	\$ 168.50
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 2.71	\$ 0.14	\$ 2.57
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 102.19	\$ 5.11	\$ 97.08
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 594.09	\$ 29.70	\$ 564.39
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 9.46	\$ 0.47	\$ 8.99
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 1.02	\$ 0.05	\$ 0.97
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 32.38	\$ 1.62	\$ 30.76
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 121.67	\$ 6.08	\$ 115.59
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,499.72	\$ 174.99	\$ 3,324.73
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 0.79	\$ 0.04	\$ 0.75
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 831.04	\$ 41.55	\$ 789.49
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,022.70	\$ -	\$ 1,022.70
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-18	X226333004864	\$ 661.50	\$ -	\$ 661.50
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 312.11	\$ 15.61	\$ 296.50
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 216.53	\$ 10.83	\$ 205.70
Drug and Gang Enforcement Fines	ZDEGJ		STATE	\$ 497.42	\$ 24.87	\$ 472.55
DUI Abatement	ZDUJA		STATE	\$ 126.01	\$ 6.30	\$ 119.71
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,160.77	\$ -	\$ 2,160.77
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,473.02	\$ -	\$ 1,473.02
Game and Fish - Wildlife	ZGF		STATE	\$ 102.04	\$ 5.10	\$ 96.94
HURF 1 23-5433, 2533G	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 26-5433G, 4136	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,506.95	\$ 75.35	\$ 1,431.60
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 1,140.34	\$ 57.03	\$ 1,083.31
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 284.03	\$ -	\$ 284.03
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 444.12	\$ 22.21	\$ 421.91
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 57,940.61	\$ 2,430.30	\$ 55,510.31
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 55,510.31

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/6/16	5620	\$ 50,190.87	GILA COUNTY TREASURER
	5621	\$ 7,043.80	ARIZONA STATE TREASURER
	5622	\$ 284.03	GILA COUNTY BAD CHECK PROGRAM
	5623	\$ 421.91	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	POLICE SUSPENDED PLATES AND HURF
		\$ 57,940.61	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for MARCH, 2016.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2016

CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)
			TOTAL (d)
Pending 1st of Month	137	3	179
Filed	12	3	35
Transferred In	0	0	0
SUBTOTAL	149	6	214
Transferred Out	0	0	0
Other Terminations	26	2	40
TOTAL TERMINATIONS	26	2	40
Statistical Correction	0	0	0
Pending End of Month	123	4	174

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
245	7	0	252	0	6	6	0	246

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 1

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
462	243	0	705	0	6	252	258	0	447

Civil Traffic Hearings Held: 1

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	20	Trans In	0	TOTAL	20				

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2016

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	592	45	0	637	0	106	106	0	531
Failure to Appear (Non-Traffic)	44	1	0	45	0	1	1	0	44
TOTAL	636	46	0	682	0	107	107	0	575

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	31	17	0	48	0	14	14	0	34

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

135

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2016

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	34	3	207	244
Filed	7	5	42	54
Transferred In	0	0	0	0
SUBTOTAL	41	8	249	298
Transferred Out	0	0	0	0
Other Terminations	5	5	37	47
TOTAL TERMINATIONS	5	5	37	47
Statistical Correction	0	0	0	0
Pending End of Month	36	3	212	251

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 4

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	7	7	0	7
Harassment	10	8	3	11

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

Order of Protection: 3 Injunction Against: 5

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	2
Juvenile Hearings Held:	0	Search Warrants Issued:	7

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

March 2016

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I. 128

Serious Violations 4

All Other Violations 439

TRAFFIC TOTAL 571

CRIMINAL WARRANTS OUTSTANDING

Felony 36

Misdemeanor 500

CRIMINAL TOTAL 536

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

4-19-16
Date of Preparation

ARF-3769

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: April 2016

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

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office's monthly activity report for April 2016.

Suggested Motion

Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for April 2016

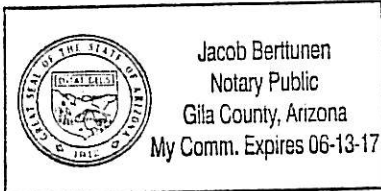
APRIL, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZOPRF		STATE	\$ 531.28	\$ 26.57	\$ 504.71
Drug and Gang Enforcement Fines	ZDECF		STATE	\$ 339.01	\$ 16.96	\$ 322.05
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 226.01	\$ 11.31	\$ 214.70
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,560.86	\$ -	\$ 3,560.86
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,843.61	\$ -	\$ 2,843.61
Game and Fish - Wildlife	ZGF		STATE	\$ 50.00	\$ 2.50	\$ 47.50
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,185.75	\$ 59.29	\$ 1,126.46
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRGA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 45.05	\$ 2.26	\$ 42.79
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,476.50	\$ 73.83	\$ 1,402.67
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 50.31	\$ 2.52	\$ 47.79
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 214.71	\$ 10.74	\$ 203.97
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 11.30	\$ 0.57	\$ 10.73
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,672.80	\$ -	\$ 1,672.80
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 7,994.55	\$ 399.73	\$ 7,594.82
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,900.00	\$ 95.00	\$ 1,805.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 922.46	\$ 46.13	\$ 876.33
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 275.21	\$ 13.77	\$ 261.44
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 375.66	\$ 18.79	\$ 356.87
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 80.71	\$ 4.04	\$ 76.67
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 794.78	\$ 39.74	\$ 755.04
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 16,109.99	\$ 805.50	\$ 15,304.49
Fill the Gap Surcharge 7%	ZFTGS	870-2061	T870-2061	\$ 1,154.28	\$ 57.72	\$ 1,096.56
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 2,738.86	\$ 136.95	\$ 2,601.91
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 672.14	\$ -	\$ 672.14
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 167.45	\$ -	\$ 167.45
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,251.59	\$ -	\$ 1,251.59
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 383.39	\$ 19.17	\$ 364.22
Jail (Incarceration) Fees	ZJF	1005.442-3405.40	X10502442-4651	\$ 928.77	\$ -	\$ 928.77
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 119.73	\$ 5.99	\$ 113.74
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 57.41	\$ -	\$ 57.41
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 38.27	\$ -	\$ 38.27
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 75.00	\$ 3.75	\$ 71.25
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 687.91	\$ 34.40	\$ 653.51
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,331.62	\$ 116.59	\$ 2,215.03
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,296.65	\$ 64.84	\$ 1,231.81
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 161.97	\$ 8.10	\$ 153.87
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 55.94	\$ 2.80	\$ 53.14
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 55.28	\$ 2.77	\$ 52.51
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 518.40	\$ 25.92	\$ 492.48
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 2.01	\$ 0.11	\$ 1.90
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 0.73	\$ 0.04	\$ 0.69
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 11.45	\$ 0.58	\$ 10.87
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 4.50	\$ 0.23	\$ 4.27
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 31.86	\$ 1.60	\$ 30.26
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 403.32	\$ 20.17	\$ 383.15
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 3,561.30	\$ 178.07	\$ 3,383.23
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 201.96	\$ 10.10	\$ 191.86
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,474.29	\$ 173.71	\$ 3,300.58
Probation Surcharge \$5.00	ZPRS9	871-2061	T871-2061	\$ 84.22	\$ 4.22	\$ 80.00
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 156.22	\$ -	\$ 156.22
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,281.45	\$ -	\$ 2,281.45
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,520.96	\$ -	\$ 1,520.96
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -

State Highway Fund	ZSHWY			\$	-	\$	-	\$	-
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$	-	\$	-	\$	-
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.340-3510.10	X105-4264	\$	-	\$	-	\$	-
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$	15.00	\$	0.75	\$	14.25
Victims Assistance Fund	ZVAF		T814-2061	\$	-	\$	-	\$	-
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$	260.94	\$	13.05	\$	247.89
Local Warrant Fee	ZWAR			\$	-	\$	-	\$	-
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$	-	\$	-	\$	-
HURF - to City Police	ZHRFC		CITY POLICE	\$	-	\$	-	\$	-
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$	-	\$	-	\$	-
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$	33.19	\$	1.66	\$	31.53
TOTALS				\$	65,398.61	\$	2,512.54	\$	62,886.07

TOTAL ADJUSTED BALANCE VERIFICATION \$ 62,886.07

TOTAL RESTITUTION RECEIVED \$ 1,102.80

TOTAL RECEIPTS THIS MONTH \$ 66,501.41



DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/2/2016	9156	\$ 10,065.35	ARIZONA STATE TREASURER
5/2/2016	9157	\$ 55,301.73	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E
5/2/2016	9158	\$ 31.53	CITY POLICE SUSPENDED PLATES
		\$ 65,398.61	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of APRIL, 2016.

Justice of the Peace

Subscribed and Sworn to before me this 2nd day of May, 2016.

Notary Public

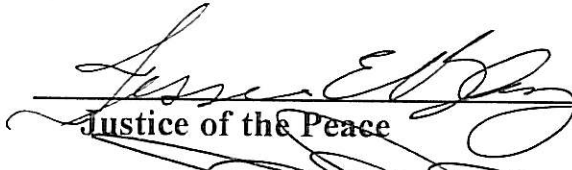
My Commission Expires: 13 June 2017

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: APRIL, 2016

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$10,137.22
RECEIVED DURING THE MONTH	\$3,577.21
DISBURSED DURING THE MONTH	\$1,411.00
BALANCE AT THE END OF THE MONTH	\$12,303.43



Justice of the Peace

Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-3753

Consent Agenda Item

4. E.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: March 2016

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for March 2016.

Suggested Motion

Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for March 2016

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

March 2016 **MONTHLY REPORT**

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

April 8, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **March, 2016**, the Payson Regional Constable's Office:

- ◆ Received a total of **120** papers for service
- ◆ Drove a total of **1,210.8** miles
- ◆ Collected a total of **\$1,431.00** as follows:

• Check Total	\$574.00
• Cash Total	<u>\$857.00</u>
• Total Deposited	\$1,431.00
• Check #2423, Combat Cartridge, ammo purchase	(\$ 403.19)
• Check #2424, AZ Constable's Association – annual dues (Deputy Constable)	(\$ 65.00)
• Check #2425, JJL Process Corp, refund overpayment	(\$ 29.00)
• Check #2426, Sandra Plucinski, writ deposit refund	(\$ 107.00)
• Less Writ Fee (7 @ \$5.00/each) Collected (Check #2427/Treasurer's Receipt #98435)	<u>(\$ 35.00)</u>
• Paid to General Fund (Check #2427/Treasurer's Receipt #98435)	\$ 791.81
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>

Grand Total Paid to General Fund **\$1,666.81**

Respectfully submitted,



Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	\$1,345.00	\$875.00	\$2,220.00
AUGUST	202	1,029	\$1,396.24	\$875.00	\$2,271.24
SEPTEMBER	104	791	\$1,383.00	\$875.00	\$2,258.00
OCTOBER	285	961	\$993.60	\$875.00	\$1,868.60
NOVEMBER	96	801	\$1,128.80	\$875.00	\$2,003.80
DECEMBER	170	1,044	\$636.20	\$875.00	\$1,511.20
JANUARY	142	1,317	\$1,152.00	\$875.00	\$2,027.00
FEBRUARY	100	1,085	\$1,792.20	\$875.00	\$2,354.20
MARCH	120	1,210.8	\$1,431.00	\$875.00	\$2,306.00
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,333	9,116.8	\$11,258.04	\$7,875.00	\$19,133.04



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Abraham, Jesse Joseph	1603PR088	03/23/16	804	40.00

				40.00
Bringle, Glenwood Arthur	1603PR078	03/22/16	810	70.00

				70.00
DL Investigations & Att Supt,	1603PR110	03/30/16	791	40.00
	1603PR109	03/30/16	792	40.00

				80.00
JJL Process Corp,	1603PR061	03/10/16	790	69.00
	1603PR106	03/29/16	795	69.00
	1603PR104	03/29/16	796	69.00
	1603PR103	03/29/16	797	69.00

				276.00
Kellis, Reta Reed	1603PR012	03/03/16	787	68.00

				68.00
Lloyd Law Group PLLC,	1603PR026	03/07/16	788	40.00
	1603PR041	03/08/16	789	40.00

				80.00
Malinski, Sue	1603PR080	03/22/16	805	16.00
	1603PR080	03/22/16	806	24.00

				40.00
Meares, Angie	1603PR108	03/30/16	793	40.00

				40.00
Muenks, Ronald Roy	1603PR107	03/29/16	794	200.00

				200.00
Nelson, Mark J	1603PR005	03/02/16	785	40.00

				40.00
Plucinski, Sandra Jean	1603PR079	03/23/16	807	200.00
	1603PR100	03/28/16	798	60.00

				260.00
Reyes, Irma	1603PR118	03/31/16	800	48.00

				48.00
Tautkus, Alan	1603PR006	03/03/16	786	48.00

				48.00
Trevey, Victoria L	1603PR069	03/14/16	809	40.00
	1603PR089	03/24/16	803	61.00

				101.00
Zastrow Greer, Brenda Lee	1603PR076	03/18/16	808	40.00

				40.00

				1431.00
	Total Cash			
	Received:			

Report Includes:

All transaction dates between `03/01/16` and `03/31/16`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	13	13	100.00	0	0.00	0	0.00
Criminal Subpoena	42	1	2.38	39	92.86	2	4.76
Civil Summons	1	0	0.00	1	100.00	0	0.00
Civil Subpoena	8	0	0.00	8	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	3	100.00	0	0.00
Notice and Summons	1	0	0.00	0	0.00	1	100.00
Notice of Hearing	2	0	0.00	2	100.00	0	0.00
Notice to Appear; Petition	11	0	0.00	8	72.73	3	27.27
Order of Protection	9	0	0.00	9	100.00	0	0.00
Summons and Complaint	3	0	0.00	2	66.67	1	33.33
Subpoena Duces Tecum	1	0	0.00	1	100.00	0	0.00
Summons Forcible Detainer	4	0	0.00	4	100.00	0	0.00
Criminal Summons	15	0	0.00	11	73.33	4	26.67
Writ of Execution	2	0	0.00	2	100.00	0	0.00
Writ of Garnishment Non Earnin	4	0	0.00	3	75.00	1	25.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
Totals	120	14	11.67	94	78.33	12	10.00

Report Includes:

All receive dates between `00:00:00 03/01/16` and `23:59:59 03/31/16`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: A, S

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 25, Payson	McDaniel, R A	Alutha Skidmore	YES
Time/Date: 13:14:00 03/08/16			

To Be Served: Abbott, Sonya M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
211 S Tonto St, Payson	McDaniel, R A		NO
Time/Date: 11:30:00 03/18/16			
211 S Tonto St, Payson	McDaniel, R A		NO
Time/Date: 12:24:00 03/18/16			

To Be Served: Anderson, Aaron M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 W. Bridelpath Ln, Payson	McDaniel, R A		NO
Time/Date: 17:52:00 03/10/16			
905 W. Bridelpath Ln, Payson	McDaniel, R A		NO
Time/Date: 09:53:00 03/11/16			
905 W. Bridelpath Ln, Payson	Michelle Keegan		NO
Time/Date: 13:26:00 03/11/16			

To Be Served: Attebury, Angela M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
112 W ROUNDUP RD, Payson	McDaniel, R A	Angela Marie Attebury	YES
Time/Date: 15:35:00 03/30/16			

To Be Served: Attebury, Dustin T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
112 W ROUNDUP RD, Payson	McDaniel, R A		NO

Time/Date: 15:35:00 03/30/16

To Be Served: Ballinger, Aaron W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; Unit 30, Payson	McDaniel, R A	Aaron William Ballinger	YES

Time/Date: 16:55:00 03/30/16

To Be Served: Bandin, Richard

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST; Cell 2, Payson	McDaniel, R A	Richard Bandnin	YES

Time/Date: 16:33:00 03/22/16

To Be Served: Bank of America

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
213 S Beeline Highway, Payson	McDaniel, R A		NO

Time/Date: 11:17:00 03/29/16

To Be Served: Baughman, Dianna C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 W SHERWOOD DR, Payson	McDaniel, R A		NO

Time/Date: 11:18:00 03/07/16

108 W MAIN ST, Payson	McDaniel, R A	Dianna C Baughman	YES
-----------------------	---------------	-------------------	-----

Time/Date: 13:17:00 03/07/16

To Be Served: Beeson, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N BEELINE HWY, Payson	McDaniel, R A	Officer Beeson	YES

Time/Date: 11:35:00 03/23/16

To Be Served: Boyd, Lisa M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
406 S. Mariposa, Payson	McDaniel, R A	Lisa M Boyd	YES

Time/Date: 15:39:00 03/10/16

To Be Served: Bramlett, Todd
Service AttemptAttempted ByServed OnSvd?

303 N BEELINE HWY, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 12:28:00 03/08/16

To Be Served: Bryce, Austin
Service AttemptAttempted ByServed OnSvd?

201 N COLCORD RD, Payson

McDaniel, R A

DPS Clipboard

YES

Time/Date: 16:42:00 03/24/16

To Be Served: Butler, Noemi
Service AttemptAttempted ByServed OnSvd?807 W LONGHORN RD; RIM COUNTRY
HEALTH, Payson

McDaniel, R A

NO

Time/Date: 14:00:00 03/31/16

806 W LONGHORN RD, Payson

McDaniel, R A

NO

Time/Date: 14:10:00 03/31/16190 N CORNERSTONE WAY; PONDEROSA
GLEN MHP, Star Valley

McDaniel, R A

NO

Time/Date: 14:23:00 03/31/16

To Be Served: Cadwell, Josh
Service AttemptAttempted ByServed OnSvd?

303 N Beeline Highway, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 10:00:00 03/07/16

303 N Beeline Highway, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 16:51:00 03/24/16

303 N Beeline Highway, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 16:51:00 03/24/16

To Be Served: Chagolla, Robert
Service AttemptAttempted ByServed OnSvd?

108 W Main Street, Payson

McDaniel, R A

GCSO Clipboard

YES

Time/Date: 16:17:00 03/03/16

108 W Main Street, Payson	McDaniel, R A	Deputy Chagolla	YES
Time/Date: 10:22:00 03/23/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	McDaniel, R A		NO
Time/Date: 13:33:00 03/25/16			
[REDACTED]	McDaniel, R A	Sumer Chambers	YES
Time/Date: 10:47:00 03/28/16			
<hr/>			
To Be Served: Chambers, Sumer E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 S CEDARCREST CIR, Payson	McDaniel, R A		NO
Time/Date: 10:47:00 03/28/16			
1000 S CEDARCREST CIR, Payson	McDaniel, R A	Sumer Chamber	YES
Time/Date: 10:47:00 03/28/16			
<hr/>			
To Be Served: Clifton, Benjamin J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3650 E AZ HIGHWAY 260, Star Valley	McDaniel, R A	Benjamin Clifton	YES
Time/Date: 14:45:00 03/18/16			
<hr/>			
To Be Served: Conley, James R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6557 W WARREN DR, Pine	McDaniel, R A	James Robert Conley	YES
Time/Date: 14:30:00 03/04/16			
<hr/>			
To Be Served: Connor, Clifford T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 W WADE LN, Payson	McDaniel, R A	Clifford Thomas connor	YES
Time/Date: 10:34:00 03/28/16			
<hr/>			
To Be Served: Craig, Sylvia K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

203 E Forest Dr #5, Payson	McDaniel, R A	Sylvia K Craig	YES
Time/Date: 16:07:00 03/10/16			
<hr/>			
To Be Served: Cross, Donovan J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7806 W Gibson Ranch Rd, Payson	McDaniel, R A	Donovan James Cross	YES
Time/Date: 16:10:00 03/24/16			
<hr/>			
To Be Served: Cross, James			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 11:02:00 03/04/16			
<hr/>			
To Be Served: Cross, Stacie V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
480 S RAINBOW DR; HOUSTON CREEK MHP; unit 64, Star Valley	McDaniel, R A		NO
Time/Date: 11:25:00 03/11/16			
480 S RAINBOW DR; HOUSTON CREEK MHP; unit 64, Star Valley	McDaniel, R A		NO
Time/Date: 13:45:00 03/11/16			
<hr/>			
To Be Served: D, D			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 25, Payson	McDaniel, R A	Alutha Skidmore	YES
Time/Date: 13:14:00 03/08/16			
<hr/>			
To Be Served: Davies, Jesse T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 North Beeline, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 15:03:00 03/03/16			
303 North Beeline, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:00:00 03/07/16			
<hr/>			

To Be Served: Declay, Denandez
Service AttemptAttempted ByServed OnSvd?

905 S MCLANE RD; unit 25, Payson

McDaniel, R A

Alutha Skidmore

YES

Time/Date: 13:14:00 03/08/16

To Be Served: Declay, Fernando W.
Service AttemptAttempted ByServed OnSvd?

905 S MCLANE RD; unit 25, Payson

McDaniel, R A

Alutha Skidmore

YES

Time/Date: 13:14:00 03/08/16

To Be Served:
Service AttemptAttempted ByServed OnSvd?

McDaniel, R A

Susana DeLara

YES

Time/Date: 15:00:00 03/25/16

To Be Served: DeLara, Susana
Service AttemptAttempted ByServed OnSvd?

1107 S MCLANE RD, Payson

McDaniel, R A

Susana DeLara

YES

Time/Date: 15:00:00 03/25/16

To Be Served: Devoe, Lynne
Service AttemptAttempted ByServed OnSvd?

500 N OAK RIDGE RD, Payson

McDaniel, R A

Lynne Devoe

YES

Time/Date: 15:20:00 03/30/16

To Be Served: Dimmick, Christal L.
Service AttemptAttempted ByServed OnSvd?

904 N EASY ST, Payson

McDaniel, R A

NO

Time/Date: 13:21:00 03/25/16

1000 N BEELINE HWY, Payson

McDaniel, R A

Christal Dimmick

YES

Time/Date: 13:54:00 03/25/16

To Be Served: Eddards, Sonia M.
Service AttemptAttempted ByServed OnSvd?

190 Cornerstone Way #39, Star Valley	McDaniel, R A		NO
Time/Date: 11:05:00 03/11/16			
190 Cornerstone Way #39, Star Valley	McDaniel, R A		NO
Time/Date: 15:30:00 03/11/16			
190 Cornerstone Way #39, Star Valley	McDaniel, R A		NO
Time/Date: 09:35:00 03/14/16			
190 Cornerstone Way #39, Star Valley	McDaniel, R A		NO
Time/Date: 13:53:00 03/14/16			
190 Cornerstone Way #39, Star Valley	McDaniel, R A		NO
Time/Date: 15:15:00 03/14/16			

To Be Served: Edwards, Jennifer			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 N BEELINE HWY; FOUR SEASONS; unit 18, Payson	McDaniel, R A		NO
Time/Date: 13:45:00 03/11/16			
801 E FRONTIER ST, Payson	McDaniel, R A		NO
Time/Date: 15:45:00 03/11/16			
505 E LUKE DR, Payson	McDaniel, R A		NO
Time/Date: 11:00:00 03/14/16			
203 E AERO DR; TIME OUT SHELTER, Payson	McDaniel, R A		NO
Time/Date: 13:00:00 03/14/16			
500 E RANCHO RD; PAYSON ELEMENTARY SCHOOL, Payson	McDaniel, R A	Jennifer Edwards	YES
Time/Date: 12:55:00 03/15/16			

To Be Served: Eldredge, Sherwood			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N BEELINE HWY, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:00:00 03/07/16			

To Be Served: Engler, Donald B. II			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

108 S Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 15:55:00 03/04/16			
<hr/>			
To Be Served: Farrell Enterprises LLC			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 E TYLER PKWY, Payson	McDaniel, R A	Michelle Jackson	YES
Time/Date: 14:50:00 03/03/16			
<hr/>			
To Be Served: Felkins, Debra L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY; unit 25, Payson	McDaniel, R A		NO
Time/Date: 16:35:00 03/07/16			
1304 N BEELINE HWY; unit 65, Payson	McDaniel, R A		NO
Time/Date: 16:45:00 03/07/16			
1304 N BEELINE HWY; unit 65, Payson	McDaniel, R A		NO
Time/Date: 16:46:00 03/07/16			
1304 N BEELINE HWY; unit 65, Payson	McDaniel, R A	Debra Felkins	YES
Time/Date: 09:45:00 03/08/16			
<hr/>			
To Be Served: Fothill Contracting			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3459 N FOOTHILL RD, Pine	McDaniel, R A		NO
Time/Date: 11:05:00 03/03/16			
3459 N FOOTHILL RD, Pine	McDaniel, R A		NO
Time/Date: 09:50:00 03/04/16			
3459 N FOOTHILL RD, Pine	McDaniel, R A		NO
Time/Date: 09:51:00 03/04/16			
3459 N FOOTHILL RD, Pine	Todd, Travis	Robert Marsha	YES
Time/Date: 20:08:00 03/04/16			
<hr/>			
To Be Served: Gardner, Joleen			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
306 E Wade Ln, Payson	McDaniel, R A	Joleen Garnder	YES

Time/Date: 12:37:00 03/08/16

To Be Served: Gordon, Ronnie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2010 N BEELINE HWY; GIANT, Payson	McDaniel, R A		NO

Time/Date: 10:53:00 03/07/16

2000 N BEELINE HWY; HOME DEPOT, Payson	McDaniel, R A		NO
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Time/Date: 11:00:00 03/07/16

801 E FRONTIER ST; unit 23, Payson	McDaniel, R A		NO
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Time/Date: 11:30:00 03/07/16

108 W MAIN ST, Payson	McDaniel, R A	Ronald James Gordon	YES
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Time/Date: 13:16:00 03/07/16

To Be Served: Grandjean, Jennifer D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
701 E Wade Lane, Payson	McDaniel, R A	Jennifer D Grandjean	YES

Time/Date: 15:50:00 03/10/16

To Be Served: Greenberg, Kurt E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 S KODZ RD, Payson	McDaniel, R A	Kurt Greenberg	YES

Time/Date: 11:20:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
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Time/Date: 11:51:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
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Time/Date: 12:10:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
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Time/Date: 12:43:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
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Time/Date: 15:00:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
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Time/Date: 15:30:00 03/29/16

301 S KODZ RD, Payson	McDaniel, R A		NO
Time/Date: 11:00:00 03/30/16			
301 S KODZ RD, Payson	McDaniel, R A		NO
Time/Date: 12:20:00 03/30/16			
301 S KODZ RD, Payson	McDaniel, R A		NO
Time/Date: 12:33:00 03/30/16			
301 S KODZ RD, Payson	McDaniel, R A		NO
Time/Date: 12:52:00 03/30/16			
301 S KODZ RD, Payson	McDaniel, R A		NO
Time/Date: 10:48:00 03/31/16			
<hr/>			
To Be Served: Hamilton, Dane W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E FRONTIER ST; unit 34, Payson	McDaniel, R A		NO
Time/Date: 10:20:00 03/14/16			
300 W FRONTIER ST; unit 31, Payson	McDaniel, R A		NO
Time/Date: 10:33:00 03/14/16			
300 W FRONTIER ST; unit 31, Payson	McDaniel, R A	Dane Hamilton	YES
Time/Date: 11:27:00 03/14/16			
300 W FRONTIER ST, Payson	McDaniel, R A	Left on Counter	YES
Time/Date: 12:15:00 03/24/16			
<hr/>			
To Be Served: Hansen, Michael			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Michelle Keegan		NO
Time/Date: 16:16:00 03/07/16			
<hr/>			
To Be Served: Harpe, Yvette L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 S MEADOW ST, Payson	McDaniel, R A		NO
Time/Date: 10:45:00 03/08/16			
602 E Cherry St, Payson	Michelle Keegan		NO
Time/Date: 14:21:00 03/08/16			

602 E Cherry St, Payson	McDaniel, R A		NO
Time/Date: 11:32:00 03/09/16			
602 E Cherry St, Payson	McDaniel, R A		NO
Time/Date: 13:00:00 03/09/16			
602 E Cherry St, Payson	McDaniel, R A		NO
Time/Date: 14:20:00 03/09/16			
602 E Cherry St, Payson	McDaniel, R A		NO
Time/Date: 14:27:00 03/09/16			
Flagstaff Medical Center, Flagstaff, AZ, Flagstaff	McDaniel, R A	Yvette Harpe	NO
Time/Date: 20:42:00 03/14/16			
<hr/>			
To Be Served: Hathcock, Troy A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
607 S COLCORD RD; unit B, Payson	McDaniel, R A	Troy A Hathcock	YES
Time/Date: 14:30:00 03/03/16			
<hr/>			
To Be Served: Heape, Justin W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 N Deer Creek drive, Payson	McDaniel, R A	Justin W Heape	YES
Time/Date: 12:24:00 03/11/16			
<hr/>			
To Be Served: Heron, Rick			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
444 N PINON RD, Star Valley	McDaniel, R A	Rick Heron	YES
Time/Date: 12:05:00 03/18/16			
<hr/>			
To Be Served: Hlavacek, Alexis N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; Unit 29, Payson	McDaniel, R A	Alexis Nicole Hlavacek	YES
Time/Date: 16:58:00 03/30/16			
<hr/>			
To Be Served: Hogge, Logan R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

905 S MCLANE RD; UNIT 28, Payson	McDaniel, R A		NO
Time/Date: 16:53:00 03/30/16			
905 S MCLANE RD; UNIT 28, Payson	McDaniel, R A		NO
Time/Date: 10:23:00 03/31/16			
212 W AERO DR, Payson	McDaniel, R A	Logan Robert Hogge	YES
Time/Date: 13:38:00 03/31/16			
<hr/>			
To Be Served: Hollingsworth, Victoria R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
504 N Double Tree Cir, Payson	McDaniel, R A	Victoria R Hollingsworth	YES
Time/Date: 09:35:00 03/31/16			
<hr/>			
To Be Served: Hubbell, Ashley N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E FRONTIER ST; unit 34, Payson	McDaniel, R A		NO
Time/Date: 10:20:00 03/14/16			
300 W FRONTIER ST; unit 31, Payson	McDaniel, R A		NO
Time/Date: 10:33:00 03/14/16			
300 W FRONTIER ST, Payson	McDaniel, R A	Dane Hamilton	YES
Time/Date: 11:27:00 03/14/16			
<hr/>			
To Be Served: Jarvis, Emily			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
337 N MCLANE RD; FOREST HILLS; FOREST HILLS, Payson	McDaniel, R A	Emily Jarvis	YES
Time/Date: 13:42:00 03/29/16			
<hr/>			
To Be Served: Johnson, Joey			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:00:00 03/07/16			
<hr/>			
To Be Served: JP Morgan Chase Bank NA			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

201 S BEELINE HWY, Payson	McDaniel, R A	Andrew J Strader	YES
Time/Date: 13:20:00 03/29/16			
<hr/>			
To Be Served: Kerszykowski, Leonard G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St -Work, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 11:02:00 03/04/16			
108 W Main St -Work, Payson	McDaniel, R A	Leonard Kerszykowski	YES
Time/Date: 11:46:00 03/21/16			
<hr/>			
To Be Served: Kinzer, Autumn M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Hardscrabble Mesa Rd Lot 1, Pine	McDaniel, R A		NO
Time/Date: 14:54:00 03/04/16			
Hardscrabble Mesa Rd Lot 1, Pine	McDaniel, R A		NO
Time/Date: 17:03:00 03/04/16			
409 W MAIN ST, Payson	McDaniel, R A	Autumn Kinzer	YES
Time/Date: 14:15:00 03/08/16			
<hr/>			
To Be Served: Knudson, Logan J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
906 W SUMMIT ST, Payson	McDaniel, R A		NO
Time/Date: 12:55:00 03/23/16			
906 W SUMMIT ST, Payson	McDaniel, R A		NO
Time/Date: 10:59:00 03/28/16			
<hr/>			
To Be Served: Koeckes, Tommy J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
922 W WAGON TRL, Payson	McDaniel, R A		NO
Time/Date: 13:25:00 03/02/16			
922 W WAGON TRL, Payson	Dirks, B C		NO
Time/Date: 20:52:00 03/03/16			
922 W WAGON TRL, Payson	Labonte, C		NO

Time/Date: 11:37:00 03/06/16			
922 W WAGON TRL, Payson	McDaniel, R A		NO
Time/Date: 15:12:00 03/07/16			
922 W WAGON TRL, Payson	McDaniel, R A	Tommy J Koeckes	YES
Time/Date: 10:17:00 03/08/16			
To Be Served: LaBonte, Cole			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 11:02:00 03/04/16			
108 W Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 15:55:00 03/04/16			
To Be Served: Looney, Wess M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2000 N BEELINE HWY; HOME DEPOT, Payson	McDaniel, R A	Wess Michael Looney	YES
Time/Date: 12:09:00 03/25/16			
To Be Served: Love, Chad R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 N PONDEROSA CIR, Payson	McDaniel, R A		NO
Time/Date: 12:30:00 03/14/16			
807 N PONDEROSA CIR, Payson	McDaniel, R A		NO
Time/Date: 12:37:00 03/14/16			
To Be Served: Lyman, John P.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
205 S GRANITE DR, Payson	McDaniel, R A	John Phillp Lyman	YES
Time/Date: 10:19:00 03/16/16			
To Be Served: Martin, Bradley			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	McDaniel, R A	DPS Clipboard	YES

Time/Date: 10:24:00 03/15/16

To Be Served: McDonough, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	McDaniel, R A	PPD Clipboard	YES

Time/Date: 15:03:00 03/03/16

303 N Beeline Highway, Payson	McDaniel, R A	Officer Chris McDonough	YES
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Time/Date: 11:35:00 03/23/16**To Be Served:** McHenry, Diane

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E FRONTIER ST; unit 3, Payson	McDaniel, R A	Diane McHenry	YES

Time/Date: 11:35:00 03/07/16**To Be Served:** McLarty, Kegan T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
493 E SYCAMORE LN, Payson	McDaniel, R A		NO

Time/Date: 11:55:00 03/07/16

706 E STHY 260, Payson	McDaniel, R A		NO
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Time/Date: 11:57:00 03/07/16

706 E STHY 260, Payson	McDaniel, R A	Kegan McLarty	YES
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Time/Date: 13:44:00 03/09/16**To Be Served:** Montgomery, Steve

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	McDaniel, R A	DPS Clipboard	YES

Time/Date: 15:09:00 03/03/16**To Be Served:** Nawrocki, Jessica

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 N BEELINE HWY; WALMART, Payson	McDaniel, R A	Jessica Nawrocki	YES

Time/Date: 16:25:00 03/21/16**To Be Served:** Nodal, Tara N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 N MCLANE RD; Unit 34, Payson	McDaniel, R A		NO
Time/Date: 14:45:00 03/10/16			
1107 N MCLANE RD; Unit 34, Payson	McDaniel, R A	Tara N Nodal	YES
Time/Date: 14:57:00 03/10/16			
To Be Served: Nottingham, Cherry L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 S MEADOW ST, Payson	McDaniel, R A	Cherry L Nottingham	YES
Time/Date: 16:05:00 03/03/16			
To Be Served: Pierson, Noah T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1207 N WILLIAM TELL CIR, Payson	McDaniel, R A	Noah Pierson	YES
Time/Date: 11:50:00 03/23/16			
To Be Served: Pope, Christopher L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
713 S Ridgeway Ln, Payson	McDaniel, R A		NO
Time/Date: 10:53:00 03/31/16			
To Be Served: Rim Country Family Care			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1106 N BEELINE HWY, Payson	McDaniel, R A		NO
Time/Date: 16:40:00 03/30/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	McDaniel, R A		NO
Time/Date: 10:35:00 03/31/16			
1106 N BEELINE HWY, Payson	McDaniel, R A		NO
Time/Date: 10:44:00 03/31/16			
1106 N BEELINE HWY, Payson	McDaniel, R A		NO
Time/Date: 11:23:00 03/31/16			
127 E MAIN ST; Unit B, Payson	McDaniel, R A	Monica Elmer	YES

Time/Date: 13:24:00 03/31/16

To Be Served: Romo, Michael A.**Service Attempt****Attempted By****Served On****Svd?**

305 W SUMMIT ST, Payson

McDaniel, R A

NO

Time/Date: 16:30:00 03/10/16

908 S MCLANE RD, Payson

McDaniel, R A

Michael A Romo

YES

Time/Date: 17:23:00 03/10/16**To Be Served:** Rosell, Edward F.**Service Attempt****Attempted By****Served On****Svd?**

216 W AERO DR, Payson

McDaniel, R A

Edward F Rosell

YES

Time/Date: 15:27:00 03/10/16**To Be Served:** Schwartzbauer, Steven W.**Service Attempt****Attempted By****Served On****Svd?**

7720 N TOYA VISTA RD, Payson

McDaniel, R A

NO

Time/Date: 15:30:00 03/21/16

7977 W APPLE HILL RD, Payson

McDaniel, R A

Steven Wade Schwartzbauer

YES

Time/Date: 15:55:00 03/21/16**To Be Served:** Skidmore, Alutha M.**Service Attempt****Attempted By****Served On****Svd?**

905 S Mclane rd apt 25, Payson

McDaniel, R A

Alutha Skidmore

YES

Time/Date: 13:14:00 03/08/16**To Be Served:** Smith, Susie M.**Service Attempt****Attempted By****Served On****Svd?**

Tonto Apache Res #7, Payson

Marchesseault

Susie M Smith

YES

Time/Date: 12:59:00 03/11/16**To Be Served:** Stauffer, Dennis**Service Attempt****Attempted By****Served On****Svd?**

901 S Coeur D Alene, Payson

McDaniel, R A

NO

Time/Date: 15:20:00 03/03/16

901 S Coeur D Alene, Payson

McDaniel, R A

NO

Time/Date: 10:25:00 03/04/16

901 S Coeur D Alene, Payson

McDaniel, R A

NO

Time/Date: 10:41:00 03/04/16

144 N FULLER RD, Star Valley

McDaniel, R A

Dennis Stauffer

YES

Time/Date: 15:30:00 03/04/16**To Be Served:** Stauffer, Jenissa**Service Attempt****Attempted By****Served On****Svd?**

901 S Coeur D Alene Lane, Payson

McDaniel, R A

NO

Time/Date: 15:20:00 03/03/16

901 S Coeur D Alene Lane, Payson

McDaniel, R A

NO

Time/Date: 10:25:00 03/04/16

901 S Coeur D Alene Lane, Payson

McDaniel, R A

NO

Time/Date: 10:40:00 03/04/16

142 E STHY 260; BASHAS, Payson

McDaniel, R A

Jenissa Stauffer

YES

Time/Date: 10:43:00 03/07/16**To Be Served:** Sunshine Cleaning & Restoration**Service Attempt****Attempted By****Served On****Svd?**

107 N TONTO ST, Payson

McDaniel, R A

Tiffany Barker

YES

Time/Date: 10:20:00 03/03/16**To Be Served:** Sutherland, Edna A.**Service Attempt****Attempted By****Served On****Svd?**57560 N AZ HIGHWAY 188; JAKES CORNER
MHP; unit 31, Payson

McDaniel, R A

NO

Time/Date: 14:05:00 03/22/1657564 N AZ HIGHWAY 188; JAKES
CORNER, Payson

McDaniel, R A

NO

Time/Date: 14:23:00 03/22/1657560 N AZ HIGHWAY 188; JAKES CORNER
MHP; unit 31, Payson

McDaniel, R A

NO

Time/Date: 14:29:00 03/22/16

601 W ST MORITZ DR, Payson

McDaniel, R A

NO

Time/Date: 15:20:00 03/22/16

601 W ST MORITZ DR, Payson

McDaniel, R A

NO

Time/Date: 09:52:00 03/23/16

121 S TONTO ST; unit 33, Payson

McDaniel, R A

NO

Time/Date: 10:00:00 03/23/1657564 N AZ HIGHWAY 188; JAKES
CORNER, Payson

McDaniel, R A

NO

Time/Date: 15:30:00 03/25/16**To Be Served:** Taylor, Melissa**Service Attempt****Attempted By****Served On****Svd?**

304 S MEADOW ST, Payson

McDaniel, R A

NO

Time/Date: 10:45:00 03/08/16

304 S MEADOW ST, Payson

McDaniel, R A

NO

Time/Date: 10:58:00 03/08/16

304 S MEADOW ST, Payson

Michelle Keegan

NO

Time/Date: 09:29:00 03/09/16301 S MCLANE RD; PAYSON HIGH
SCHOOL, Payson

McDaniel, R A

Melisa Taylor

YES

Time/Date: 11:08:00 03/09/16**To Be Served:** Thiele, Richard F. III**Service Attempt****Attempted By****Served On****Svd?**

AZ DOC - Cocopah Unit,

Richard Thiele III

YES

Time/Date: 10:06:00 03/17/16**To Be Served:** Thomason, Jennifer**Service Attempt****Attempted By****Served On****Svd?**500 E RANCHO RD; PAYSON
ELEMENTARY SCHOOL, Payson

McDaniel, R A

NO

Time/Date: 12:20:00 03/08/16

500 E RANCHO RD; PAYSON ELEMENTARY SCHOOL, Payson	McDaniel, R A	Jennifer Thomason	YES
Time/Date: 13:33:00 03/08/16			
To Be Served: Todd, Travis			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 11:02:00 03/04/16			
To Be Served: Torrens, Kelly K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1016 S Cedar Crest, Payson	McDaniel, R A		NO
Time/Date: 12:28:00 03/23/16			
1016 S Cedar Crest, Payson	McDaniel, R A	Kelly Torrens	YES
Time/Date: 08:19:00 03/24/16			
To Be Served: Uhlik, Michael J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
514 W Jones Dr, Payson	McDaniel, R A	Michael Josef Uhlik	YES
Time/Date: 16:10:00 03/30/16			
To Be Served: Varga, Joni M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:00:00 03/07/16			
303 N Beeline Highway, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:35:00 03/08/16			
To Be Served: Varga, Mike			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:35:00 03/08/16			
To Be Served: Vickers, Danielle M.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
829 W OVERLAND RD, Payson	McDaniel, R A		NO
Time/Date: 14:35:00 03/15/16			
400 E HIGHWAY 260, Payson	McDaniel, R A	Danielle Marie Vickers	YES
Time/Date: 14:46:00 03/15/16			
To Be Served: Vickers, James R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
829 Overland Rd, Payson	McDaniel, R A	James Robert Vickers	YES
Time/Date: 14:55:00 03/14/16			
To Be Served: Vindici, David S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 N Matterhorn, Payson	McDaniel, R A		NO
Time/Date: 16:27:00 03/30/16			
1100 N Matterhorn, Payson	McDaniel, R A		NO
Time/Date: 16:37:00 03/30/16			
1300 N MATTERHORN RD, Payson	McDaniel, R A		NO
Time/Date: 16:00:00 03/31/16			
To Be Served: Vitale, Robin R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 E Airline Blvd Apt B, Payson	McDaniel, R A		NO
Time/Date: 17:43:00 03/10/16			
203 E Airline Blvd Apt B, Payson	Michelle Keegan		NO
Time/Date: 17:56:00 03/10/16			
203 E Airline Blvd Apt B, Payson	McDaniel, R A	Robin R Vitale	YES
Time/Date: 10:06:00 03/11/16			
To Be Served: Wells Fargo-Payson			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
115 E STHY 260, Payson	McDaniel, R A	Victoria Ibiarra	YES
Time/Date: 15:46:00 03/03/16			

115 E STHY 260, Payson	McDaniel, R A	Vicki Ibarra	YES
Time/Date: 16:43:00 03/10/16			
115 E STHY 260, Payson	McDaniel, R A	Vicki Ibarra	YES
Time/Date: 14:59:00 03/29/16			
<hr/>			
To Be Served: West, John C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
802 S TONTO CREEK DR, Payson	McDaniel, R A	John C West	YES
Time/Date: 13:15:00 03/28/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	McDaniel, R A		NO
Time/Date: 14:35:00 03/10/16			
[REDACTED]	McDaniel, R A		NO
Time/Date: 15:30:00 03/11/16			
[REDACTED]	McDaniel, R A		NO
Time/Date: 09:35:00 03/14/16			
[REDACTED]	McDaniel, R A		NO
Time/Date: 13:53:00 03/14/16			
[REDACTED]	McDaniel, R A		NO
Time/Date: 15:15:00 03/14/16			
[REDACTED]	McDaniel, R A		NO
Time/Date: 12:09:00 03/15/16			
<hr/>			
To Be Served: Zickefoose, Steven			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	McDaniel, R A	Officer Zickefoose	YES
Time/Date: 11:02:00 03/23/16			
201 N COLCORD RD, Payson	McDaniel, R A	DPS Clipboard	YES
Time/Date: 16:42:00 03/24/16			
<hr/>			
To Be Served: Zummallen, Ruth			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
404 W AERO DR, Payson	McDaniel, R A	Ruth Zummallen	YES

Time/Date: 13:59:00 03/08/16

Report Includes:

All dates between `00:00:00 03/01/16` and `23:59:59 03/31/16`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

March 2016

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
3/1				
3/2	36.4			
3/3	60.1			
3/4	101.6			
3/7	38			
3/8	51.6			
3/9	33.4			
3/10	148.1			
3/11	77.3			
3/14	45.5			
3/15	45			
3/16	45.2			
3/17	21.2			
3/18	40			
3/21	28			
3/22	80.2			
3/23	45.1			
3/24	59.2			
3/25	71.4			
3/28	52.2			
3/29	42.5			
3/30	31.7			
3/31	57.1			
DAYS	1210.8	0	0	

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

1210.8

March

2016

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED March 2016

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected	3500
1005.324.3405.80	Service Fees collected	791 81
		826 81

Authorized Signature [Signature] 618

Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98435

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

2427

91-527/1221 6128
0703680454

DATE 4/8/16

PAY TO THE ORDER OF Gila County treasurer \$ 826 81
Eight hundred twenty-six & 81/100's DOLLARS

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

FOR writ/svc fees - march [Signature] 618

⑈0000002427⑈ ⑆122105278⑆ 0703680454⑈

ARF-3771

Consent Agenda Item

4. F.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: April 2016

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for April 2016.

Suggested Motion

Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

April 2016 Monthly Report

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: May 9, 2016
To: Gila County Board of Supervisors
From: Ruben A. Mancha Constable
Re: Monthly Report

For the month of April 2016, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	127
TOTAL MILES FOR MONTH	1154

Globe Constable assisted/other: Bailiff in	5	court hearings
The Deputy Constable assisted/other: Bailiff in	0	court hearings
Total Monies Collected for the Month	\$926.00	
Warrant letters mailed	52	

Respectfully submitted,

Ruben A. Mancha
GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 5-9-16

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Maricopa Regional Constable #321

BILLING PERIOD April 2016

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
T915- -2061	CASH	Wint Food (CEJTB)	15	00
1005.321.3405.80	CASH	Service Fees	349	00
	119		69	00
	4654		40	00
	3828		40	00
	25213		40	00
	14035		88	00
	12087		200	00
	84556		64	00
	25072		40	00
	1220		64	00
	26399		64	00
			1073	00

Preparer Signature: Kimberly Rust Title Constable Clerk

Approved Signature: _____ Title _____

SUMMARY OF DEPOSIT

Currency	364.00
Coins	
Checks	709.00 669.40
Total	1073.00

$$\begin{array}{r}
 18 \times 20 = 360.00 \\
 4 \times 1 = 4.00 \\
 \hline
 364.00
 \end{array}$$

TREASURER By Dannel M. Oberio Date 5-9-16

ORIGINATING OFFICE

119044

GLOBE REGIONAL CONSTABLE OFFICE				
FEES COLLECTED				
APRIL 2016				
DATE	RECEIVED FROM	PROCESS NUMBER CASE NUMBER	AMOUNT	CHECK / MO / CASH
4/1/2016	Frances Castaneda	1604CO008 J0403CV2016-133	40.00	Cash
4/1/2016	Nationwide	1604CO005	40.00	Check
4/1/2016	Andersen PLLC	1604CO007 GC2016-00014	40.00	Check
4/1/2016	Andersen PLLC	1604CO006 GC2016-00014	24.00	Check
4/4/2016	Tax Lien Investments	1604CO010 CV2016-00019	24.00	Check
4/4/2016	Tax Lien Investments	1604CO009 CV2016-00019	64.00	Check
4/5/2016	Alberto Curiel	1604CO011 J0403CV2016-137	48.00	Cash
4/6/2016	Brandi Russell	1604CO015 J0403CV2016-139	40.00	Cash
4/13/2016	JJL Process	1604CO041 J0403CV2016-111	64.00	Check
4/13/2016	William Newby	1604CO043 J0403CV2016-147	84.00	Cash
4/14/2016	Service First Realty	1604CO046	40.00	Check
4/14/2016	CLSS Online Inc	1604CO048 P.NO.15-1-0642	64.00	Check
4/15/2016	Apache Trail MHP	1604CO050 J0403CV2016-150	48.00	Cash
4/15/2016	Cleta Sabel	1604CO049 J0403CV2016-149	48.00	Cash
4/21/2016	Claude Jackson	DO201600389	56.00	Cash
4/22/2016	Jennings,Haug, Cunningham	1604CO099 J0403CV2015-541	200.00	Check
4/25/2016	Dallin D Law	1604CO097 J0403CV2016-000146	69.00	Check
4/27/2016	Nationwide	1604CO119 CV201600074	40.00	Check
4/29/2016	Windtberg & Zdancewicz	1604CO132 J0403CV2016134	40.00	Check
Total Received			\$1,073.00	
Refunds			\$147.00	
Actual Amount			\$926.00	



Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>	<u>Served</u>	<u>Retd/Unsrvd</u>
Arrest Warrant	52	51 98.08	0 0.00	1 1.92
Child Custody Packet	1	1 100.00	0 0.00	0 0.00
Criminal Subpoena	3	0 0.00	3 100.00	0 0.00
Five Day Notice	1	0 0.00	1 100.00	0 0.00
Hearing Order on IAH	1	0 0.00	1 100.00	0 0.00
Hearing Order on OP	2	0 0.00	2 100.00	0 0.00
Injunction Against Harassment	3	0 0.00	3 100.00	0 0.00
Letter	1	0 0.00	1 100.00	0 0.00
Motion and Order	1	0 0.00	1 100.00	0 0.00
Notice	2	0 0.00	1 50.00	1 50.00
Notice to Appear; Petition	4	1 25.00	3 75.00	0 0.00
Order of Protection	4	0 0.00	4 100.00	0 0.00
Summons and Complaint	1	0 0.00	1 100.00	0 0.00
Subpoena Duces Tecum	33	6 18.18	26 78.79	1 3.03
Summons Forcible Detainer	7	0 0.00	7 100.00	0 0.00
Summons	2	0 0.00	2 100.00	0 0.00
Criminal Summons	6	0 0.00	6 100.00	0 0.00
Writ of Execution	3	2 66.67	1 33.33	0 0.00
Totals	127	61 48.03	63 49.61	3 2.36

Report Includes:

All receive dates between '06:00:00 04/01/16' and '23:59:00 04/30/16', All process types, All officers, All courts, All agencies matching 'GCCO', All serve flags matching '1'



Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Aday, Marla A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
P0 Box 575, Peridot	Rust, K	Warrant Letter mailed	NO

Time/Date: 14:26:28 04/25/16

To Be Served: Aguirre, Jeremy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Taylor, R C	Debra L. Aguirre	YES

Time/Date: 09:05:00 04/21/16

To Be Served: Alvarado, Alejandro D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5655 S 10th St, Phoenix	Rust, K	Warrant Letter Mailed	NO

Time/Date: 08:41:35 04/29/16

To Be Served: Antone, Michael E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 E Evelyn, Casa Grande	Rust, K	Warrant Letter Mailed	NO

Time/Date: 13:03:59 04/11/16

To Be Served: Avalos, Matthew H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
448 W EUCLID AVE, Globe	Mancha, R A		NO

Time/Date: 16:30:00 04/06/16

448 W EUCLID AVE, Globe	Mancha, R A	Matthew Henry Avalos	YES
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Time/Date: 20:28:00 04/06/16

To Be Served: Badilla, Amber R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

[REDACTED]		Mancha, R A	NO
Time/Date: 14:47:00 04/22/16			
[REDACTED]		Mancha, R A	Amber Badilla
Time/Date: 15:22:00 04/22/16			YES
<hr/>			
To Be Served: Bailey, Felicia T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2524 E Hampton, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:53:46 04/25/16			
<hr/>			
To Be Served: Ball, John E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 915, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:13:50 04/11/16			
<hr/>			
To Be Served: Ballesteros, Alissa K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
762 W Merritt St, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 13:24:17 04/11/16			
<hr/>			
To Be Served: Barajas, Derl J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
832 W Acadia Drive, Tucson	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:56:12 04/25/16			
<hr/>			
To Be Served: Baughman, Erich V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5847 E MONROE PL, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:58:47 04/25/16			
<hr/>			
To Be Served: Bigley, Milton R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
641 N Willow #5, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 08:50:38 04/29/16

To Be Served: Bishop, Eric L.**Service Attempt****Attempted By****Served On****Svd?**

520 S SECOND ST, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:28:37 04/11/16

To Be Served: Bonnie, James L.**Service Attempt****Attempted By****Served On****Svd?**

1100 E SOUTH ST, Globe

Mancha, R A

Rose Holiday

YES

Time/Date: 13:57:00 04/22/16

To Be Served: Brown, Aaron**Service Attempt****Attempted By****Served On****Svd?**

General Delivery, San Carlos

Rust, K

Warrant Letter Mailed

NO

Time/Date: 13:54:57 04/25/16

To Be Served: Brown, Edward W. Sr**Service Attempt****Attempted By****Served On****Svd?**

Taylor, R C

Edward Brown

YES

Time/Date: 11:25:00 04/01/16

To Be Served: Brown, Leticia L.**Service Attempt****Attempted By****Served On****Svd?**

95 Rodeo Ln, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:51:14 04/25/16

To Be Served: Brown, Virginia**Service Attempt****Attempted By****Served On****Svd?**

Taylor, R C

Virginia Brown

YES

Time/Date: 10:13:00 04/28/16

To Be Served: Cano-Estrada, Luis R.**Service Attempt****Attempted By****Served On****Svd?**

281 S Loomis Ave, Miami	Mancha, R A	Luis Roberto Cano-Estrada	YES
Time/Date: 16:07:00 04/29/16			
To Be Served: Castenada, Christopher M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R	Christopher Michael Castenada	YES
Time/Date: 13:36:33 04/06/16			
To Be Served: Charles, Keith E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Mancha, R A	Rose Holiday	YES
Time/Date: 13:57:17 04/22/16			
To Be Served: Chavez, Ryan K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3274 Caminito Ameca, La Jolla	Rust, K	Warrant Letter Mailed	NO
Time/Date: 13:00:36 04/11/16			
To Be Served: Contreras, Adam S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Sixshooter Canyon Sp 47, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:26:29 04/12/16			
To Be Served: Contreras, Gen			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
370 E. Maple Street, Globe	Mancha, R A		NO
Time/Date: 17:00:00 04/25/16			
To Be Served: Contreras, Leroy A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
370 4th St, Globe	Mancha, R		NO
Time/Date: 17:00:00 04/25/16			

To Be Served: Cook, Kyle**Service Attempt****Attempted By****Served On****Svd?**

28 S Olive, Mesa

Rust, K

Warrant Letter Mailed

NO

Time/Date: 08:38:12 04/29/16

To Be Served: Cooper, Carol L.**Service Attempt****Attempted By****Served On****Svd?**

28078 N Hwy 188, Roosevelt

Taylor, R C

Carol Cooper

YES

Time/Date: 13:20:00 04/13/16

To Be Served: Coppin, Brian A. Jr**Service Attempt****Attempted By****Served On****Svd?**

310 E NORTH ST, Globe

Mancha, R A

Warrant Letter Mailed

NO

Time/Date: 11:37:00 04/12/16

To Be Served: Davidson, Leslie A.**Service Attempt****Attempted By****Served On****Svd?**

1158 W EUCLID LOOP, Globe

Taylor, R C

NO

Time/Date: 10:00:00 04/29/16

1700 E ASH ST; TACO BELL, Globe

Taylor, R C

NO

Time/Date: 12:00:00 04/29/16

1158 W EUCLID LOOP, Globe

Mancha, R A

NO

Time/Date: 15:24:00 04/29/16

1158 W EUCLID LOOP, Globe

Mancha, R A

NO

Time/Date: 15:26:00 04/29/16

1700 E ASH ST; TACO BELL, Globe

Mancha, R A

Leslie Ann Davidson

YES

Time/Date: 17:20:00 04/29/16

To Be Served: Davis, Shannon G.**Service Attempt****Attempted By****Served On****Svd?**

5754 S MOUNTAIN VIEW ST, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:48:38 04/25/16

To Be Served: Fajardo, Jason
Service Attempt**Attempted By****Served On****Svd?**

175 N PINE ST, Globe

Taylor, R C

M. Avalos

YES

Time/Date: 10:20:00 04/25/16

To Be Served: Fajardo, Jason D.
Service Attempt**Attempted By****Served On****Svd?**

175 N PINE ST, Globe

Taylor, R C

M. Avalos

YES

Time/Date: 09:50:00 04/29/16

To Be Served: Fish, Virginia L.
Service Attempt**Attempted By****Served On****Svd?**

1012 N Devereaux Street, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 08:34:46 04/29/16

To Be Served: Flores, Manuel M. III
Service Attempt**Attempted By****Served On****Svd?**

200 Westridge, Globe

Taylor, R C

Manuel Flores

YES

Time/Date: 10:02:00 04/12/16

200 Westridge, Globe

Taylor, R C

Manuel Flores

YES

Time/Date: 10:02:00 04/12/16

200 Westridge, Globe

Taylor, R C

Manuel Flores

YES

Time/Date: 10:02:00 04/12/16

200 Westridge, Globe

Taylor, R C

Manuel Flores

YES

Time/Date: 10:02:00 04/12/16

To Be Served: Foerster, Paul D.
Service Attempt**Attempted By****Served On****Svd?**

422 1/2 S Hill Street, Globe

Rust, K

warrant letter mailed

NO

Time/Date: 13:49:16 04/25/16

To Be Served: Formiller, Michael J.
Service Attempt**Attempted By****Served On****Svd?**

Time/Date: 10:10:00 04/01/16	Taylor, R C	Michael John Formiller	YES
<hr/>			
To Be Served: Garcia, Elias D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
281 S Loomis Ave, Miami	Mancha, R A	Elias Daniel Garcia	YES
Time/Date: 16:18:00 04/29/16			
<hr/>			
To Be Served: Garcia, Jeanette S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8036 S PINAL VIEW DR; AUGUST HILLS MHP; AUGUST HILLS MHP, Globe	Taylor, R C	Jeanette Garcia	YES
Time/Date: 10:10:00 04/19/16			
<hr/>			
To Be Served: Gila County Treasurers Office			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E. Ash St, Globe	Mancha, R A	Terri Powell	YES
Time/Date: 12:30:57 04/04/16			
<hr/>			
To Be Served: Gillispie, Ashley M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
629 N HILL ST, Globe	Taylor, R C	James Cooper Gillispie	YES
Time/Date: 10:30:00 04/20/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:10:31 04/01/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 12:10:20 04/01/16			
<hr/>			

To Be Served: Golden, Ryan M.**Service Attempt****Attempted By****Served On****Svd?**

4433 Golden Way, Globe

Mancha, R A

Ryan Michael Golden

YES

Time/Date: 08:22:08 04/22/16

To Be Served: Gomes, Rodney J.**Service Attempt****Attempted By****Served On****Svd?**

237 s. ashland apt#4, Mesa

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:56:03 04/11/16

To Be Served: Gonzales, Vincent C.**Service Attempt****Attempted By****Served On****Svd?**

1400 E ASH ST, Globe

Mancha, R A

Vincent Gonzales

YES

Time/Date: 09:32:00 04/27/16

To Be Served: Green, Jennifer**Service Attempt****Attempted By****Served On****Svd?**

Taylor, R C

NO

Time/Date: 10:50:00 04/25/16

To Be Served: Gustina, Gail**Service Attempt****Attempted By****Served On****Svd?**

Rainbow City Circle, Bylas

Rust, K

Warrant Letter Mailed

NO

Time/Date: 08:54:28 04/29/16

To Be Served: Hampton, Robert O.**Service Attempt****Attempted By****Served On****Svd?**

738 S South St, Globe

Taylor, R C

Robert Hampton

YES

Time/Date: 10:05:00 04/11/16

To Be Served: Hansen, S B.**Service Attempt****Attempted By****Served On****Svd?**

DPS Officer, Globe

Taylor, R C

Monica Snezzy

YES

Time/Date: 10:50:38 04/06/16

DPS Officer, Globe

Taylor, R C

M. Sneezy

YES

Time/Date: 10:55:00 04/13/16

To Be Served: Hawthorne, Frank G.**Service Attempt****Attempted By****Served On****Svd?**

RT 6 GILSON WASH, PO BOX 8550, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 08:43:01 04/29/16

To Be Served: Hernandez, Kimberly**Service Attempt****Attempted By****Served On****Svd?**

1009 Linda Vista Dr, Globe

Taylor, R C

NO

Time/Date: 11:57:17 04/21/16

To Be Served: Hernandez, Stephanie A.**Service Attempt****Attempted By****Served On****Svd?**

5504 E PINAL CANYON DR, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:40:58 04/25/16

To Be Served: Herrera, Brienna M.**Service Attempt****Attempted By****Served On****Svd?**

2198 N Escudilla DR Apt 60, Globe

Taylor, R C

NO

Time/Date: 11:20:00 04/12/16

2198 N Escudilla DR Apt 60, Globe

Mancha, R A

NO

Time/Date: 12:17:27 04/21/16

2198 N Escudilla DR Apt 60, Globe

Taylor, R C

Brienna Herrera

YES

Time/Date: 12:25:00 04/21/16

To Be Served: Hill, Michael B.**Service Attempt****Attempted By****Served On****Svd?**

1100 E SOUTH ST, Globe

Mancha, R A

Rose Holiday

YES

Time/Date: 14:58:00 04/29/16

To Be Served: Honor, Lowell E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 11:05:00 04/25/16			
[REDACTED]	Taylor, R C		NO
Time/Date: 10:12:00 04/26/16			
[REDACTED]	Mancha, R A		NO
Time/Date: 17:06:00 04/26/16			
[REDACTED]	Mancha, R A		NO
Time/Date: 08:23:00 04/27/16			
[REDACTED]	Mancha, R A	Loweel Honor	YES
Time/Date: 17:15:00 04/27/16			
<hr/>			
To Be Served: Jarrard, John P.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1271 N WHEATFIELDS RD; APACHE TRAIL A MHP #5A, Globe	Taylor, R C	John Paul Jarrard	YES
Time/Date: 10:55:00 04/15/16			
<hr/>			
To Be Served: Jones, Codi L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 S Hill St, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:28:44 04/25/16			
<hr/>			
To Be Served: Josserand, Howard J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5687 S Old Oak Street, Claypool	Taylor, R C		NO
Time/Date: 11:30:00 04/01/16			
5687 S Old Oak Street, Claypool	Taylor, R C		NO
Time/Date: 08:00:00 04/04/16			
5687 S Old Oak Street, Claypool	Taylor, R C		NO
Time/Date: 11:15:00 04/04/16			
5687 S Old Oak Street, Claypool	Taylor, R C		NO
Time/Date: 09:30:00 04/07/16			

5687 S Old Oak Street, Claypool	Taylor, R C	Posted on Front Door	YES
Time/Date: 13:35:00 04/11/16			
5687 S Old Oak Street, Claypool	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 11:00:00 04/29/16			
<hr/>			
To Be Served: Kelley, Crystal R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Mancha, R A		NO
Time/Date: 15:37:00 04/22/16			
[REDACTED], Globe	Mancha, R A		NO
Time/Date: 09:55:00 04/25/16			
[REDACTED], Globe	Mancha, R A	Crystal Kelley	YES
Time/Date: 13:15:00 04/25/16			
<hr/>			
To Be Served: Kenton, Rachelyn L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
42 tufastone, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:15:54 04/25/16			
<hr/>			
To Be Served: Kolton, Jason			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	M. Avalos	YES
Time/Date: 10:15:00 04/28/16			
<hr/>			
To Be Served: Konczak, Dorothee M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7760 S SIX SHOOTER CANYON RD, Globe	Taylor, R C		NO
Time/Date: 10:00:00 04/15/16			
7760 S SIX SHOOTER CANYON RD, Globe	Mancha, R A	Dorothee Mae Konczak	YES
Time/Date: 14:13:00 04/22/16			
<hr/>			
To Be Served: Kramer, Jeffrey B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

833 Beer Tree Crossing, Globe	Taylor, R C	Warrant Letter Mailed	NO
Time/Date: 12:26:47 04/21/16			
833 Beer Tree Crossing, Globe	Taylor, R C		NO
Time/Date: 12:27:46 04/21/16			
<hr/>			
To Be Served: Lozano, Darian G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Mancha, R A		NO
Time/Date: 14:39:00 04/22/16			
[REDACTED] Globe	Mancha, R A		NO
Time/Date: 15:05:00 04/22/16			
[REDACTED], Globe	Mancha, R A	Darian Gabrielle Lozano	YES
Time/Date: 17:20:00 04/22/16			
<hr/>			
To Be Served: Lujan, Alex M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
33 West 4th st, Hayden	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:31:13 04/25/16			
<hr/>			
To Be Served: Mark, Moticha A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 181, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 13:13:32 04/11/16			
<hr/>			
To Be Served: Martinez, Christa L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
416 S 4TH AVE, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:49:58 04/11/16			
<hr/>			
To Be Served: Martinez, Joseph M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1003 Prospect Ave, Miami	Rust, K	Warrant Letter mailed	NO
Time/Date: 14:19:32 04/25/16			
<hr/>			
To Be Served: Martinez, Sylvester			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5662 S GLENDALE AVE, Globe	Taylor, R C	Made Payment	NO
Time/Date: 11:17:00 04/25/16			
<hr/>			
To Be Served: Martinson, Alex S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
556 N DEVEREAUX ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:09:52 04/11/16			
556 N DEVEREAUX ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:18:07 04/11/16			
<hr/>			
To Be Served: Mason, Pamala M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1324 N BROAD ST, Globe	Mancha, R A	Pamala Marie Mason	YES
Time/Date: 13:38:03 04/01/16			
<hr/>			
To Be Served: Mata, Jacob L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4366 Globe Avenue, Miami	Mancha, R A		NO
Time/Date: 15:54:00 04/29/16			
4366 Globe Avenue, Miami	Mancha, R A		NO
Time/Date: 17:22:00 04/29/16			
1623 E ASH ST; IRENES, Globe	Mancha, R A	Jacob Lee Mata	YES
Time/Date: 17:39:00 04/29/16			
<hr/>			
To Be Served: McBride, JoAnn			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5261 Bornite Lane Bandy Heights, Globe	Taylor, R C	HoAnn McBride	YES
Time/Date: 10:30:00 04/26/16			

To Be Served: Mcgaha, Brian C.

Service Attempt**Attempted By****Served On****Svd?**

8958 S Six Shooter Cyn #30, Globe

Taylor, R C

NO

Time/Date: 10:55:00 04/05/16

To Be Served: McGuire, Edward

Service Attempt**Attempted By****Served On****Svd?**

175 N PINE ST, Gobe

Taylor, R C

M. Avalos

YES

Time/Date: 10:15:00 04/28/16

175 N PINE ST, Gobe

Mancha, R A

K. McClain, #456

YES

Time/Date: 15:14:00 04/29/16

To Be Served: Mendiz, Melba W.

Service Attempt**Attempted By****Served On****Svd?**

7373 E GRAND VIEW DR, Globe

Taylor, R C

Melba Mendiz

YES

Time/Date: 10:45:00 04/19/16

To Be Served: Mowrey, Tammie K.

Service Attempt**Attempted By****Served On****Svd?**

81 N 5TH DR, Globe

Taylor, R C

NO

Time/Date: 12:24:26 04/21/16

To Be Served: Nock, John E.

Service Attempt**Attempted By****Served On****Svd?**

8036 S Pinal View Dr #42, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:09:01 04/12/16

To Be Served: Osteros, Shannon M.

Service Attempt**Attempted By****Served On****Svd?**

PO Box 1996, Claypool

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:44:15 04/11/16

To Be Served: Pacheco, Albert C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 822, Peridot	Rust, K	Warrant Letter Mailed	NO
Time/Date: 13:09:37 04/11/16			
To Be Served: Philpot, Randall A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Mancha, R A	Randall Philpot	YES
Time/Date: 17:08:00 04/27/16			
To Be Served: Portillo, Teodora			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 W LIVE OAK ST, Miami	Taylor, R C		NO
Time/Date: 10:50:00 04/26/16			
1304 W LIVE OAK ST, Miami	Mancha, R A	Teodora Portillo	YES
Time/Date: 13:25:00 04/26/16			
To Be Served: Powell, Austin N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1249 S WALLIMAN RD, Globe	Taylor, R C	Austin Powell	YES
Time/Date: 11:48:00 04/12/16			
1249 S WALLIMAN RD, Globe	Taylor, R C	Austin Powell	YES
Time/Date: 11:48:00 04/12/16			
To Be Served: Ramos, Samuel B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
316 3rd St, Winkleman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:22:22 04/11/16			
316 3rd St, Winkleman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:27:34 04/11/16			
316 3rd St, Winkleman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:30:40 04/11/16			
316 3rd St, Winkleman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:33:33 04/11/16			

To Be Served: Reeves, Marlin D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1251 Upper Pinal Creek Rd, Globe	Taylor, R C		NO
Time/Date: 10:40:00 04/13/16			
1251 Upper Pinal Creek Rd, Globe	Taylor, R C	Marin Reeves	YES
Time/Date: 09:00:00 04/14/16			

To Be Served: Reves, Adaira D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5565 S MCKINNEY AVE, Globe	Mancha, R A	Adaira Dawn Reves	YES
Time/Date: 15:40:00 04/29/16			

To Be Served: Reyes, Roy M. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5734 S Old Oak, Claypool	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:06:04 04/25/16			
5734 S Old Oak, Claypool	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:09:45 04/25/16			
2313 Enora Street, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:12:06 04/25/16			

To Be Served: Rhineheimer, Stephen

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1108 N Date Palm Dr, Gilbert	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:36:18 04/25/16			

To Be Served: Richardson, Tiffany J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
252 S 1st St, Globe	Taylor, R C	Tiffany Richardson	YES
Time/Date: 11:35:00 04/14/16			

To Be Served: Riddle, Rodney C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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3020 Jagerson St, Kingman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:46:44 04/29/16			
To Be Served: Roberts, Gary D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5148 monroe st, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:01:10 04/25/16			
To Be Served: Rodriguez, Dan			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami PD,	Mancha, R A	Myrna Flores	YES
Time/Date: 14:59:00 04/22/16			
Miami PD,	Mancha, R A	Gillen, Chief of Police	YES
Time/Date: 16:20:00 04/29/16			
To Be Served: Scarberry, Paul W. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6160 S CALLE DE LOMA, Claypool	Taylor, R C	Paul Wayne Scarberry	YES
Time/Date: 12:45:00 04/05/16			
To Be Served: Schlink, Charles A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Inspiration Drive of Central Ave, Globe	Mancha, R A		NO
Time/Date: 17:10:00 04/15/16			
Inspiration Drive off of Central Ave, Globe	Mancha, R A		NO
Time/Date: 08:59:00 04/18/16			
2165 N WHEATFIELDS RD #13, Globe	Mancha, R A		NO
Time/Date: 17:17:00 04/18/16			
2156 N WHEATFIELDS RD, Globe	Mancha, R A		NO
Time/Date: 16:52:00 04/19/16			
1400 E ASH ST, Globe	Mancha, R A	Charles Adam Schlink	YES
Time/Date: 09:24:56 04/21/16			

To Be Served: Short, Lori R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3049 LATHAM BLVD, Miami	Rust, K	Warrant Letter Mailed	NO

Time/Date: 12:34:07 04/11/16

To Be Served: Smith, Lucille R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
220 W WESTRIDGE DR, Globe	Taylor, R C		NO

Time/Date: 12:20:00 04/04/16

220 W WESTRIDGE DR, Globe	Taylor, R C	Laura Winsor	YES
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Time/Date: 09:40:00 04/05/16

To Be Served: Stanley, Gerald T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Moon Base-PO Box 755, Peridot	Rust, K	Warrant Letter Mailed	NO

Time/Date: 14:33:26 04/25/16

To Be Served: Steele, Vincent

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7221 East Belleview Street, Scottsdale	Rust, K	Warrant Letter Mailed	NO

Time/Date: 14:02:40 04/25/16

To Be Served: Tabor, Jamie L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2060 E US HIGHWAY 60; DAVES FAST STOP CHEVRON, Globe	Mancha, R A	Jamie Lynn Tabor	YES

Time/Date: 17:00:00 04/29/16

To Be Served: Talamantes, Ramon O.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
15525 N Sunflower Ave Unit A, Marana	Rust, K	Warrant Letter Mailed	NO

Time/Date: 14:43:35 04/25/16

To Be Served: Tanner, Brandon L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 N. Main st. Space#128, Globe	Taylor, R C	Warrant Letter Mailed	NO
Time/Date: 11:10:00 04/04/16			
To Be Served: Tarango, Robert R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
385 E Sycamore, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 12:28:07 04/11/16			
To Be Served: Taylor, Geri M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Canyon Rd spc #8, Globe	Taylor, R C	Geri Marie Taylor	YES
Time/Date: 10:25:00 04/15/16			
To Be Served: Termain, Deanna Y.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C		NO
Time/Date: 11:00:00 04/14/16			
[REDACTED], Globe	Taylor, R C	Deanna Yvette Termain	YES
Time/Date: 09:00:00 04/15/16			
To Be Served: Tomb, Stephanie			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8876 S KELLNER CANYON RD, Globe	Taylor, R C		NO
Time/Date: 11:00:00 04/21/16			
To Be Served: Upshaw, Karen J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
p.o. box 333, Peridot	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:38:44 04/25/16			
To Be Served: Valencia, Craig S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1100 E SOUTH ST, Globe	Taylor, R C	Craig Valencia	YES
Time/Date: 10:00:00 04/13/16			
1100 E SOUTH ST, Globe	Taylor, R C	Craig Valencia	YES
Time/Date: 10:00:00 04/13/16			
<hr/>			
To Be Served: Valenzuela, Gabriel A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	Rose Holiday	YES
Time/Date: 10:25:00 04/21/16			
<hr/>			
To Be Served: Vowell, Aaron E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1280 E SAGUARO DR, Globe	Taylor, R C		NO
Time/Date: 09:50:00 04/19/16			
1280 E SAGUARO DR, Globe	Mancha, R A	Aaron Vowell	YES
Time/Date: 16:28:00 04/19/16			
<hr/>			
To Be Served: Vukich, Wayne A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	Wayne Alen Vukich	YES
Time/Date: 11:05:00 04/25/16			
<hr/>			
To Be Served: Weiland, Maria T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Maria Weiland	YES
Time/Date: 10:05:00 04/13/16			
248 E MESQUITE ST; UNIT B, Globe	Mancha, R A	Posted on Front Door, not home	YES
Time/Date: 16:30:00 04/25/16			
<hr/>			
To Be Served: Williams, Christopher			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Taylor, R C	M. Avalos	YES
Time/Date: 09:50:00 04/29/16			

To Be Served: Williams, Cody D.**Service Attempt****Attempted By****Served On****Svd?**

281 S Loomis, Miami

Mancha, R A

Cody Denise Williams

YES

Time/Date: 16:07:00 04/29/16

To Be Served: Williams, Shawn P.**Service Attempt****Attempted By****Served On****Svd?**

246 N Skyline Trail, Miami

Rust, K

Warrant Letter Mailed

NO

Time/Date: 15:03:24 04/25/16

To Be Served: Woodard, Richard W.**Service Attempt****Attempted By****Served On****Svd?**

5900 N MAIN ST; Unit 190, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:04:31 04/12/16

To Be Served: Yeager, Michael T.**Service Attempt****Attempted By****Served On****Svd?**

175 N Pine St GPD, Globe

Taylor, R C

M. Avalos

YES

Time/Date: 09:50:00 04/29/16

Report Includes:

All dates between `06:00:00 04/01/16` and `23:59:00 04/30/16`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

ARF-3770

Consent Agenda Item

4. G.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: May 3, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

May 3, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the May 3, 2016, Board of Supervisors' meeting minutes.

Attachments

05-03-16 BOS Meeting Minutes

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

Date: May 3, 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 Gila County Attorney, Civil Bureau Chief; and, Laurie J. Kline Deputy Clerk

ABSENT: Marian E. Sheppard, Clerk of the Board

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

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jon Cornell led the Pledge of Allegiance and Reverend Allen Tyson of Calvary Shadows Assembly of God in Globe delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to authorize the purchase of twelve WatchGuard dash cameras from Computech International through U.S. General Services Administration Contract No. GS-35F-0186P in the amount of \$66,981.50.

J. Adam Shepherd, Sheriff, stated that the Sheriff's Office included the cost to purchase twelve WatchGuard dash cameras in its 2015-2016 fiscal year budget. Sheriff Shepherd explained that the dash cameras are automatically activated when there is a traffic stop. Installing dash cameras in the vehicles will provide added safety to the officers and to the public. Another benefit is that the dash camera recording will provide an unbiased account of events that occur during traffic stops, which can be used as evidence in a court of law. Vice-Chairman Martin agreed that utilizing the cameras will enhance the safety of the public and the officers, and she believes body cameras should also be used for additional protection. Supervisor Marcanti inquired if the video

recordings could be monitored remotely. Sheriff Shepherd replied that the technology exists and it is very expensive; however, he hopes to implement that technology in the future in order for dispatchers to pinpoint the location of the deputies while they are in the field. Chairman Pastor inquired if the purchase of the dash cameras would be completed in phases. Sheriff Shepherd replied that this feature is already being phased into the vehicles and at present approximately one-third of the Sheriff's Office vehicles are equipped with this technology, and it is soon to be in all of the Sheriff's Office vehicles.

Jon Cornell, KQSS radio station reporter, stated that dash cameras could be purchased for much less than the cost of the WatchGuard dash cameras. Sheriff Shepherd replied that the WatchGuard dash cameras are not consumer grade to be used for every day recreation; the WatchGuard dash cameras capture video in such a way so as to produce recordings that are "evidence quality." Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the purchase of twelve WatchGuard dash cameras from Computech International through U.S. General Services Administration Contract No. GS-35F-0186P in the amount of \$66,981.50.

B. Information/Discussion/Action to approve Intergovernmental Agreement No. 032716 between the Town of Payson and Gila County whereby the County will utilize contracting services procured by the Town to pave a portion of Houston Mesa Road while the Town's contractor is performing paving services for the Town on an adjoining portion of Houston Mesa Road; and the County will pay the Town \$201,363.07 for paving 2,140 linear feet of roadway.

Steve Sanders, Public Works Division Director, advised that on September 29, 2009, the County entered into an Intergovernmental Agreement with the Town of Payson to conserve resources and reduce procurement costs by utilizing supplies, materials, equipment and contractual services previously secured by either the County or the Town. The Town currently has a contract with T & T Construction for the C.C. Cragin Reservoir Water Supply project. The contract provides for the installation of a water line along a portion of Houston Mesa Road, north of the Town, which is maintained by the County. As a part of the waterline installation, one lane of roadway will require new pavement and will be done by the Town. Staff recommends that paving of the other lane should be completed at the same time by the same contractor so as not to have one lane of new pavement and one lane of failing pavement. Mr. Sanders added that this project will be paid for with the County's half-cent transportation excise tax. Chairman Pastor inquired as to the timeline of the project. Once the Board approves this item, Mr. Sanders anticipates that the work will commence in one to two weeks.

Supervisor Marcanti made a motion (exactly as stated on this agenda item) to approve this item. Vice-Chairman Martin advised that a member of the public wanted to speak to this item and then she proceeded to second the motion. Chairman Pastor then called on Don Ascoli, who resides at 269 S. Conifer Drive in Payson to address the Board. Mr. Ascoli thanked the County for approving to pave the other lane of this portion of Houston Mesa. He asked about the timeline for paving the remaining portion of Houston Mesa Road through Whispering Pines. Chairman Pastor called for the vote on the motion previously made and Intergovernmental Agreement No. 032716 was unanimously approved by the Board.

Don McDaniel, County Manager, stated that staff would send a written reply to Mr. Ascoli's inquiry within the next few weeks.

C. Information/Discussion/Action to adopt Resolution No. 16-05-01 authorizing the disposal of unnecessary public roadways in the Globe area being portions of Blake, Coplen, and Hobart Streets, in Arlington Heights, Official Map No. 31, Gila County Records, and authorizing the Chairman's signature on the Quit Claim Deed conveying the abandoned roadways to Ronald E. and Chrisanna L. Attaway, Trustees of the Ronald E. and Chrisanna L. Attaway Living Trust.

Mr. Sanders stated that on April 5, 2016, the Board accepted a bid in the amount of \$243 from Ronald E. and Chrisanna L. Attaway for the purchase of portions of Blake, Coplen, and Hobart Streets in Arlington Heights, Official Map No. 31, Gila County Records. Adopting Resolution 16-05-01 is the final step in the process to complete the conveyance of the unnecessary public roadways as described above. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 16-05-01. **(A copy of the Resolution is attached to the minutes and permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to direct staff to begin the process to dispose of a portion of Roper Lane in the Verde Glen 3 Subdivision, north of Payson.

Mr. Sanders stated that this area of Roper Lane is a public road that dead ends at the Tonto National Forest boundary. The United States Forest Service has expressed concern regarding unauthorized access to the Tonto National Forest through this area as have the property owners at the southern end of Roper Lane. The two property owners at the southern end of Roper Lane have been contacted about the possibility of acquiring Roper Lane if the County were to abandon the southern portion of Roper Lane. Both property owners have agreed to submit bids to purchase the southern end of Roper Lane, which will be presented to the Board for approval. Staff recommends approval to begin the process to dispose of this portion of Roper Lane.

Mr. Ascoli stated he lives in the Glen Verde 1 Subdivision and is the Treasurer of the Homeowners Association. He is opposed to making the subject road a private road, and believes it would disrupt the harmony of the homeowners in the Glen Verde Subdivision. He also stated that all 13 homeowners in this area should be notified and given an opportunity to provide feedback and agree or disagree to make Roper Lane a private road.

The Board, Mr. Sanders, and Mr. Ascoli further discussed the agenda item and the Board determined that it would be appropriate to move forward with this item to begin the process and let the homeowners decide if this portion of Roper Lane should remain public or become private. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin the Board unanimously directed staff to begin the process to dispose of a portion of Roper Lane in the Verde Glen 3 Subdivision, north of Payson.

E. Information/Discussion/Action to direct staff to begin the process to dispose of portion of First Avenue in the Midland City Subdivision.

Mr. Sanders stated that staff has identified this portion of First Avenue in the Midland City Subdivision as never being built and suitable for abandonment. He added that the legal description for this area doesn't make sense and needs to be corrected, and approval of this agenda item would allow Public Works to do so. Per County policy, the proper notifications will be sent out to adjoining property owners giving those property owners the opportunity to respond. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously directed staff to begin the process to dispose of portion of First Avenue in the Midland City Subdivision.

F. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Notice of Intent to prepare an Environmental Impact Statement (EIS) for the Resolution Copper Project and Land Exchange.

Jacque Sanders, Assistant County Manager, Librarian, stated that the Tonto National Forest is seeking comments from the public to help in determining the scope of the environmental analysis. The Resolution Copper Project and Land Exchange is currently in the scoping phase of the approval process. Resolution Copper will have an economic benefit to Gila County, and as such, providing comments to this scoping phase of the EIS will be considered part of the public record of this analysis by the Tonto National Forest as it moves forward in this project, and it will ensure that Gila County is kept informed as the process continues. Each Board member commented favorably. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously issued official comments from the Board of Supervisors to the Tonto National Forest regarding the Notice of Intent to prepare an

Environmental Impact Statement (EIS) for the Resolution Copper Project and Land Exchange.

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 Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS16-098369) with the Arizona Department of Health and Emergency Services to revise the Scope of Work, add Provision Twenty (20) - The Federal Funding Accountability and Transparency Act, and replace the Price Sheet.

B. Approval of Amendment No. 4 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 set to \$448,145 for the period of July 1, 2016, through June 30, 2017.

C. Approval of a Request for Release of Funds between Gila County Housing Services and the Arizona Department of Housing, which will allow Housing Services to request a release of funds for multiple contracts and multiple years if said contracts are awarded.

D. Approval of Amendment No. 1 to Professional Services Contract No. 041515-1 between the Superior Court in Gila County and Canizales Law, PLLC to increase the contract amount by \$12,100 for an amended contract amount of \$53,100 to cover the remainder of the contract term from July 1, 2015, to June 30, 2016.

E. Approval of a Special Event Liquor License Application submitted by the Dylan Earven Foundation to serve liquor at a fund-raising event to be held at the Gila County Fairgrounds on June 3 & 4, 2016.

F. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-06-079 to Laurie Devine.

G. Authorization of the Chairman's signature on the Quit Claim Deeds for the sale of Assessor's parcel numbers 201-08-011V and 201-10-034 to Savannah Jewell and Joshua Sulwer.

H. Acknowledgment of Violeta Worthy (term 4/7/16 to 12/31/19), elected member of the Correctional Officers Retirement Plan (CORP) Local

Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers; and Belinda Licano (term 4/7/16 to 12/31/17) and Yvette Baxley (term 4/7/16 to 12/31/19), elected members of the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers.

I. Approval to appoint Kurtis Knauss to fill Lori Brown's unexpired term of office on the Gila County Planning and Zoning Commission for the period May 3, 2016, through December 31, 2018; and, to appoint Mr. Knauss to fill Ms. Brown's unexpired term of office on the Gila County Board of Adjustment for the period May 3, 2016, through December 31, 2016.

J. Acknowledgment of the March 2016 monthly activity report submitted by the Globe Regional Constable's Office.

K. Acknowledgment of the March 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

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

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

APRIL 5, 2016

DEPARTURES:

1. Ted Schaefer – Sheriff's Office – Detention Officer (.48) – 04/13/16 – General Fund – DOH 03/11/13
2. Lorraine Fowler – Probation – Administrative Clerk Senior – 03/21/16 – General(.80)/Diversion Consequences(.20) Funds – DOH 09/08/15

NEW HIRES:

3. Christie Jung – School Superintendent's Office – Administrative Assistant – 05/16/16 – General Fund – Replacing Susan Williams

REQUEST TO POST:

4. Probation – Administrative Clerk Senior – Vacated by Lorraine Fowler
5. County Attorney's Office – Legal Secretary Senior – Vacated by Valerie Hereford

APRIL 12, 2016

DEPARTURES:

1. Dylan Richardson – Sheriff's Office – 911 Dispatcher – 03/27/16 – General Fund – DOH 08/03/15
2. Thomas Dando – Public Works – Recycling and Landfill Operations Worker Senior – 04/06/16 – Recycling and Landfill Management Fund – DOH 05/07/12

NEW HIRES:

3. Duane Dowler – Public Works – Recycling and Landfill Operations Worker – 04/25/16 – Recycling and Landfill Management Fund – Replacing Zachary Navarro

4. Patricia Dodd – Health and Emergency Services – Community Health Specialist – 04/18/16 – Community Health Grant Fund – Replacing Charles Turney

END PROBATIONARY PERIOD:

5. Mark De Los Reyes – Assessor's Office – Property Appraiser 1 – 04/19/16 – General Fund

6. Ruth Burke – Clerk of Superior Court – Courtroom Clerk Technician – 04/06/16 – General Fund

DEPARTMENTAL TRANSFERS:

7. Stephanie Szpotowski – Sheriff's Office – From 911 Dispatcher – To 911 Dispatcher Supervisor – 03/23/16 – General Fund – New position

OTHER ACTIONS:

8. Jordon Montgomery – Recorder's Office – Recorder's Clerk – 04/04/16 – General Fund – Extending probationary period an additional two months

REQUEST TO POST:

9. Public Works – Building Maintenance Technician – Vacated by Jace Johnson

APRIL 19, 2016

DEPARTURES:

1. Dana Sgroi – Purchasing – Contracts Administrator – 04/20/16 – General Fund – DOH 09/10/12

NEW HIRES:

2. Lorna Livernois – Health and Emergency Services – Administrative Clerk Senior – 04/25/16 – Health Service Fund – Replacing Jessica Moul

END PROBATIONARY PERIOD:

3. Jerry M. Moore – Community Development – Zoning and Building Inspector – 04/19/16 – General Fund

4. Jessica Oortman – County Attorney's Office – Deputy County Attorney Senior – 04/11/16 – General Fund

5. Duncan Rose – County Attorney's Office – Deputy County Attorney Principal – 04/11/16 – General Fund

6. David Franquero – Superior Court – Bailiff – 05/25/16 – Law Library Fund

DEPARTMENTAL TRANSFERS:

7. Brandon Burgener – Sheriff's Office – From Detention Officer – To Detention Office Sgt. – 04/11/16 – General Fund – Replacing David Kell

8. Michelle Yerkovich – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 04/11/16 – General Fund – Replacing Lee Alexander

APRIL 26, 2016

DEPARTURES:

1. Jeannette M. Castillo – Globe Regional Justice Court – Justice Court Clerk Associate – 04/22/16 – General Fund – DOH 08/03/15
2. Douglas Rutherford – Probation – Juvenile Detention Officer – 05/01/16 – General Fund – DOH 06/28/12
3. Jami Anderson – Health & Emergency Services – Breastfeeding Counselor Supervisor – 04/15/16 – WIC Fund (99%) and Commodity Supplement Food Program Fund (1%) – DOH 01/02/07
4. Carolyn Bartling – Information Technology – IT Systems Administrator – 05/05/16 – General Fund – DOH 04/29/13

NEW HIRES:

5. Jared Peden – Sheriff's Office – Detention Officer – 05/02/16 – General Fund – Replacing Michelle Yerkovich

END OF PROBATIONARY PERIOD:

6. Jessica Nicole Pringle – Globe Regional Justice Court – Justice Court Clerk Associate – 04/20/16 – General Fund
7. Michael Sellars – Globe Regional Justice Court – Justice Court Clerk – 04/20/16 – General Fund
8. M. Reyes Barajas – Public Works – Building Maintenance Technician Senior – 05/23/16 – Facilities Management Fund

DEPARTMENTAL TRANSFER

9. Lisa King – County Attorney's Office – From Legal Secretary – To Legal Secretary Senior – 05/02/16 – General Fund – Replacing Valerie Hereford
10. Emily Leverance – From Probation – To Court Administration – From Grant Project Assistant – To CASA Coordinator – 05/02/16 – Juvenile Detention Fund – To CASA – Probation Fund – New Position

REQUEST TO POST:

11. Globe Regional Justice Court – Justice Court Clerk Associate – Vacated by Jeannette Castillo
12. County Attorney's Office – Legal Secretary – Vacated by Lisa King
13. Information Technology – IT Systems Administrator – Vacated by Carrie Bartling

N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 04, 2016, through April 08, 2016; and April 11, 2016 through April 15, 2016.

O. Approval of finance reports/demands/transfers for the weeks of March 28-April 3 2016, in the amount of \$220,010.30; April 4-10, 2016, in the amount of \$2,060,051.01; April 11-17, 2016, in the amount of \$352,850.74; April 18-24, 2016, in the amount of \$1,674,055.75. (An itemized list of disbursements is attached to the minutes and permanently on file in the Board of Supervisors' Office.)

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

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.

Lew Levenson, 1308 E. Cedar Lane in Payson, expressed concern about the Promise Zone's impact on the community and the related cost to the citizens of Gila County. Chairman Pastor stated that after the most recent Gisela community meeting, he had a conversation with Cliff Potts, Industrial Development Authority President, who would be contacting Mr. Levenson regarding the Promise Zone.

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 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 11:17 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3766

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 05/17/2016

Reporting Period: April 22, 2016; and April 29, 2016

Period:

Submitted For: Jeff
Hessenius,
Finance
Director

Submitted By: Betty Hurst, Buyer

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-22-16; and 04-29-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 18-22, 2016, and April 25-29, 2016.

Attachments

Report for County Manager approved contracts for weeks ending 04-22-16 and 04-29-16

Amendment No. 3-Kwik Kool

Am Jackson Electric, Inc.

Tim's Tires, LLC

Empire Southwest Service Agreement No. 040516

All Clear Environmental Abatement

Caruso Turley Scott, Structural Engineers

Stanley Security-Exterior Cameras-Sheriff Admin

Durham Communications-Amendment No. 1

Stanley Security-Amendment No. 1

Rodriguez Construction-Weatherization HH#10659

Rodriguez Construction-Weatherization HH#2454

Susan Byrum Service Agreement No. 032216-1

R&M Communications-Lease Agreement 042016

Burden Electric Service Agreement No. 031616

Kino Floors Service Agreement No. 031616-1

DLR Group Service Agreement No. 033016-2

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

April 18, 2016 thru April 22, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
102714 Kwik Koll Refrigeration, Inc.	Amendment No. 3 to Service No. 102714. HVAC & Maintenance Copper Region	Increase original contract amount of \$9,500 by \$6,000.00 for an amended contract amount of \$15,500.00	12-10-15 to 12-09-16	04-20-16	Option to renew for two additional one- year periods	Amendment No. 3 will serve to increase the amended contract amount of \$9,500.00 by \$6,000.00 to ensure that funds are available to cover for the remainder of the December 10, 2015 to December 09, 2016 term, for a new total contract amount of \$15,500.00. Facilities wants a blanket Purchase Order with an HVAC company that can respond to heating and cooling problems in Southern Gila County.
030915 AM Jackson Electric, Inc.	Amendment No. 1 to Service Agreement No. 030915 On-Call Electrical Service for Various Buildings in Gila County	\$2,000.00	05-06-16 to 05-05-17	04-20- 16	Option to renew for two additional one- year periods	Amendment No. 1 will extend the term of the contract for one additional year from May 06, 2016 to May 05, 2017. At times Facilities needs an Electrical Contractor to make repairs in County owned or leased buildings when necessary.
031313 Tim's Tires, LLC	Amendment No. 2 to Service Agreement No. 031313 Extend contract term from 05-01-16 to 04-30-17	\$5,000.00	05-01-16 to 04-30-17	04-20-16	Option to renew for two additional one- year periods	Amendment No. 2 will extend the term of the contract for one additional year from 05- 01-16 to 04-30-17. Contractor will provide tire repairs on the heavy equipment that is used for road repairs in the Payson area.
040516 Empire Southwest	Perform TA2 Inspection on 816F Compactor for Repair or Rebuild	\$2,699.40	04-20-16 to 06-30-16	04-20-16	Expires	Inspect 816F compactor after engine oil sample tested badly, to determine if compactor needed repair or rebuild.

April 18, 2016 thru April 22, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
020416 All Clear Environmental Abatement	Abatement of Asbestos at 1309 South Street, Globe, AZ	\$3,336.00	35 days from signature	04-20-16	Expires	Remove noted asbestos from property in the building at 1309 South Street in Globe prior to demolition of building.
032916 Caruso Turley Scott, Structural Engineers	Structural Foundation/Concrete Floor of Building at 110 W. Main St., Payson, AZ 85547	\$8,400.00	04-20-16 to 06-30-16	04-20-16	Expires	Gila County has architectural construction plans for remodeling and addition to an existing building and seeks professional engineering services to complete the bid package. Engineer to provide a complete set of drawings and specifications for a new concrete slab on grade and structural foundation for new building.
13412-S.A.V.E. Co- Op Stanley Security Solutions	Exterior Cameras- Sheriff's Office Administration Building	\$13,759.84	05-04-16 to 06-30-16	04-20-16	Expires.	Security is needed at the new Task Force located at 900 E. Fairgrounds Road, Globe, AZ 85501. Stanley will install Lenel access control on the two exterior doors. Will also install electric strikes, door position switches, and request to exit sensors for both doors. This will provide security access in and out of the building for the Task Force Deputies.

April 18, 2016 thru April 22, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081915-2 Durham Communications	Amendment No. 1 to Service Agreement No. 081915-2 Linking Communications- Consultations Agreement	Increase original contract amount of \$2,500 by \$2,500.00 for an amended contract amount of \$5,000.00	Project Completion	04/20/16	Expires	Amendment No. 1 will serve to increase the contract amount by \$2,500.00 to complete repairs needed during the August 26, 2015 to August 25, 2016 term of the contract. The Sheriff's Office has been working with the Department of Public Safety for years in developing a data connection between Globe and Payson for the purpose of connecting the radio systems between Globe-Payson-Department of Public Safety. This contract is required so the vendors the County has been using to install and maintain our equipment, can work with the DPS technicians to continue the project.

April 25, 2016 thru April 29, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security Solutions	Amendment No. 1 to Service Agreement No. 13412 Globe Jail-5 Med Cabinets	N/A	04-27-16 to 05-31-16	04-27-16	Expires	Amendment No. 1 will serve to extend the contract term to May 31, 2016 to cover work that was not completed during the contract term. Gila County Globe Jail is in need of locking medicine cabinets. Contractor will furnish materials and labor to install double-solid door "InnerSpace" medicine cabinets. The new cabinets have monitored entry and tamper resistance and notification.

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041916-2 Rodriguez Construction, Inc.	Weatherization Project No. HH#10659	\$14,435.00	04-27-16 to 06-30-16	04-27-16	Expires	Contract includes but is not limited to replace old cooler, replace furnace only, and repair ductwork, blown fiberglass, patch holes, and Low Cost No Cost measures.
042916 Rodriguez Construction, Inc.	Weatherization Project No. HH#2454	\$12,820.00	04-27-16 to 06-30-16	04-27-16	Expires	Contract includes but is not limited to replace refrigerator, stove ppm reduction, replace ductwork, install new gas pack system, and remove all old HVAC system, blown fiberglass, patch holes, and Low Cost No Cost measures.
032216 Susan Byrum	Professional Services Contract- Court Reporting	\$48,000.00	04-01-16 to 03-31-17	04-27-16	Option to renew for two additional one year periods	Gila County Superior Court utilizes this reporter to provide certified court reporting services.
042016 R&M Communications	Floodplain Tower Space Lease Agreement on Diamond Point	\$2,325.96	04-01-16 to 06-30-17	04-27-16	Option to renew for two additional one year periods	For use by Floodplain Management for gage data. Gage data is not coming through consistently now and we would like to have this repeater site active before monsoon season. This contract may benefit other P.W. Departments at some point but if more equipment is necessary a new contract will be made.

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031616 Burden Electric, LLC	Upgrade Electrical Sub-Panel in Courthouse	\$16,775.00	04-27-16 to 08-31-16	04-27-16	Expires	Contract with Burden Electric, a licensed electrical contractor, to upgrade the electrical sub-panel in the Globe Courthouse. IT MDF 1 st Floor Courthouse electrical panel upgrade.
031616-1 Kino Floors & Interiors, LLC	Flooring 900 N. Fairgrounds Road	\$4,905.36	04-27-16 to 06-30-16	04-27-16	Expires	Contract with Kino Floors and Interiors as per specification attached for replacement of worn flooring throughout the Fairgrounds caretaker modular/Task Force office to make it suitable for new use.
033016-2 DLR Group	Mechanical/Plumbing and Electrical Engineering Services for the Superior Court North Building 110 W. Main St. Payson, AZ	\$47,010.00	04-27-16 to 06-30-16	04-27-16	Expires	Gila County has architectural construction plans for remodeling and addition to an existing building. Engineer to provide a complete set of electrical drawings and specifications for the project.



AMENDMENT NO. 3 to SERVICE AGREEMENT NO 102714

The following amendments are hereby incorporated into the agreement for the below project

SERVICE AGREEMENT NO. 102714 HVAC REPAIR AND MAINTENANCE-COPPER REGION

KWIK KOOL REFRIGERATION

Effective December 10, 2014 Gila County and Kwik Kool Refrigeration entered into a contract whereby Kwik Kool Refrigeration agreed to provide HVAC Repair and Maintenance in Southern Gila County.

AMENDMENT NO. 1 to Service Agreement No. 102714, was executed on October 27, 2015 extending the term of the Service Agreement for one (1) additional year from December 10, 2015 to December 09, 2016 with a not to exceed amount of Four Thousand Five Hundred dollars and 00/100's (\$4,500.00).

Amendment No. 2 to Service Agreement No. 102714 was executed on February 23, 2016 to increase the original contract amount of \$4,500.00 by Five Thousand dollars and 00/100's (5,000.00) for a new total contract amount of Nine Thousand Five Hundred dollars and 00/100's (\$9,500.00).

The Facilities Department would like to increase the amended contract amount of Nine Thousand Five Hundred dollars and 00/100's (\$9,500.00) by an additional Six Thousand Dollars and 00/100's (\$6,000.00), to ensure that funds are available to cover repairs for the remainder of the December 10, 2015 to December 09, 2016 contract term.

Amendment No. 3 to Service Agreement No. 102714 will serve to increase the amended contract amount of \$9,500.00 by Six Thousand dollars and 00/100's (6,000.00) for a new total contract amount of Fifteen Thousand Five Hundred dollars and 00/100's (15,500.00).

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement but in no event shall charges for the December 10, 2015 to December 09, 2016 term exceed Fifteen Thousand Five Hundred dollars and 00/100's (15,500.00) without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 10, 2015 to December 09, 2016 renewal period.


IN WITNESS WHEREOF, two (2) identical copies 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 April, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 4/21/16

KWIK KOOL REFRIGERATION:


Signature

Kenneth W. Crick
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 030915

The following amendments are hereby incorporated into the agreement for the below project

**ON-CALL ELECTRICAL SERVICE
FOR VARIOUS BUILDINGS IN GILA COUNTY**

FACILITIES MANAGEMENT

Effective May 06, 2015 Gila County and AM Jackson Electric, Inc. entered into a contract whereby AM Jackson Electric, Inc. agreed to provide On-Call Electrical Service, for Various Buildings in Gila County Facilities.

Service Agreement No. 030915 will expire on May 05, 2016. **Per Article 14-Term**, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 030915, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 06, 2016 to May 05, 2017, for a contract amount of not to exceed Two Thousand dollars and 00/100's (\$2,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 06, 2016 to May 05, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical copies 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 April, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 4/21/16

AM JACKSON ELECTRIC, INC.


Signature

A. Michael Jackson
Print Name



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 031313-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 031313-1 TIRE REPAIR-BUCKHEAD LANDFILL-PAYSON

TIM'S TIRE, LLC

Effective April 25, 2013, Gila County and Tim's Tire, LLC entered into a contract whereby Tim's Tire, LLC agreed to provide tire repair service for the Landfill, in Payson, Arizona.

Amendment No. 1 to Service Agreement 031313-1 was executed on May 06, 2015 extending the term of the contract from April 25, 2015 to April 24, 2016.

The contract expires on April 24, 2016. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 2 to Service Agreement 031313-1 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 25, 2016 to April 24, 2017, with a not to exceed contract amount of Four Thousand dollars and no/100's (\$4,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 25, 2016 to April 24, 2017 renewal period.

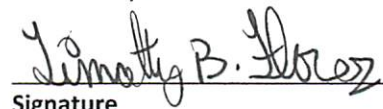
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 6th day of April, 2016.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 4/6/16

TIM'S TIRE, LLC


Signature

Timothy B. Flores
Print Name

AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 003313-1

The following amendments are hereby incorporated into the contract documents for the below stated project:



THE CITY OF SAN JOSE
COUNTY OF SANTA CLARA

THE CITY OF SAN JOSE

Effective April 25, 2013, the County and the City, and entered into a contract whereby the City is to provide the repair service for the landfill in the City of San Jose.

Amendment No. 1 to Service Agreement 003313-1 was executed on May 06, 2013, between the City of San Jose and the County of Santa Clara.

A contract, effective April 25, 2013, for the repair of the landfill in the City of San Jose, was entered into between the City of San Jose and the County of Santa Clara.

Amendment No. 1 to Service Agreement 003313-1 will allow the City of San Jose to enter the landfill to repair the landfill in the City of San Jose. The term of the agreement for one (1) year from April 25, 2013 to April 24, 2014, with a not to exceed amount of \$1,000,000.00 (one million dollars and no/100ths) without prior written approval from the County.

The City of San Jose and the County of Santa Clara have agreed to enter into a contract for the repair of the landfill in the City of San Jose, effective April 25, 2013, for a period of one (1) year.

IN WITNESS WHEREOF, the County of Santa Clara, by its duly authorized officers, has hereunto set its hand and seal of office, this 25th day of April, 2013.

THE CITY OF SAN JOSE

COUNTY OF SANTA CLARA

City Representative

County Representative

City Representative

County Representative

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. 040516
PERFORM TA2 INSPECTION ON 816F COMPACTOR FOR REPAIR OR REBUILD
RECYCLING AND LANDFILL

THIS AGREEMENT, made and entered into this 21st day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Empire Southwest, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Landfill Management** 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 040516** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 040516** 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 040516**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2699.40 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. 040516 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: 4/21/16

EMPIRE SOUTHWEST, LLC


Signature

John Helms, Vice President/CFO
Print Name



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

PAGE 1 OF 3	
PROFORMA #	9970994
Client PO #	
Client #	0427322
Invoice Date	04-01-16
AGMT/PSO/WO #	9970994
EM - MESA	

2

SOLD TO

GILA COUNTY GLOBE MAINT
PARTS AND SERVICE ACCT
1400 E ASH ST
GLOBE AZ

INITIAL SHIP TO

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	816F	OBMR00528	H-15	8280.0	P039549
QUANTITY	ITEM	*NON RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT
GREG MCCAFFREY AT 602-206-6798 OR 1-800-EMPIRE1.

EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.

*

TRAVEL TO/FROM JOB SITE

LOCATION: GLOBE LANDFILL

*

TRAVEL TIME - R	0.50 RT HOURS	73.78
TRAVEL TIME - R	0.50 RT HOURS	73.78

TOTAL LABOR	SEG. 00	147.56 *
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SEGMENT 00 SEQNO 00 TOTAL	147.56 T
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PERFORM INSPECTION

CLIENT REQUEST: PERFORM TA2 INSPECTION.

*

COMMENTS:

03/17/16 - ARRIVED AT MACHINE AND SPOKE TO CLIENT
ABOUT ANY OPERATIONAL COMPLAINTS. PERFORMED TA2 AS
PER CATERPILLAR STANDARDS AND ASSEMBLED INSPECTION

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

PAGE 2 OF 3	
PROFORMA #	9970994
Client PO #	
Client #	0427322
Invoice Date	04-01-16
AGMT/PSO/WO #	9970994

EM - MESA

SOLD TO

GILA COUNTY GLOBE MAINT
PARTS AND SERVICE ACCT
1400 E ASH ST
GLOBE AZ

INITIAL SHIP TO

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	816F	OBMR00528	H-15	8280.0	P039549
QUANTITY	ITEM	*NON RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

INFORMATION FOR PRESENTATION TO THE CLIENT. IN SUMMARY, THERE WAS A SIGNIFICANT AMOUNT OF METAL IN THE OIL FILTER WHEN CUT FOR BEING RECENTLY CHANGED, NEED TO MONITOR THIS AND WAIT ON OIL SAMPLE. THE MAJOR OIL LEAK ON THE TRANSMISSION WAS #4 MODULATION VALVE TEST NIPPLE, REPAIRED THAT ON SITE. THERE IS STILL A LEAK BETWEEN CLUTCH SECTIONS ON THE TRANSMISSION. DECELERATOR PEDAL AND BRAKE SWITCH NEED WIRING REPAIRED. FUEL LEVEL SENSOR NEEDS REPLACED AND LIGHTS NEED REPAIR. INJECTORS PERFORMED INCONSISTENTLY DURING CYLINDER CUTOFF TEST, #3 WAS CONSISTENTLY WEAKER THAN THE REST AND APPEARED TO BE CAUSING THE SPATTER DURING ACCELERATION. RECOMMEND CLIENT CHANGES INJECTORS AND ADJUSTS VALVES TO GET ENGINE PERFORMANCE BACK.

1	1R-0716	FILTER A	S	15.74	15.74
2	1R-0722	FILTER A	S	16.25	32.50
1	1R-0762	FILTER A-FUE	S	18.03	18.03
1	2S-8439	SEAL O RING	S	5.47	5.47
1	3J-1907	SEAL	S	.84	.84
1	5F-9144	SEAL	S	.71	.71
2	5H-6733	SEAL-O-RIN	S	6.59	13.18
2	7D-1195	SEAL	S	4.53	9.06
1	8F-7219	SEAL	S	.64	.64
1	220-8678	SEAL	S	.52	.52
1	326-1644	FILTER AS	S	22.10	22.10
1	343-4464	ELEMENT-XSMN	S	18.29	18.29
6	SOS1	SINGLE OIL SAMPLE	S	18.00	108.00

TOTAL PARTS SEG. 90 245.08 *

FLD SERVICE - R	6.00 RT HOURS	885.30
FLD SERVICE - R	9.50 RT HOURS	1401.73

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

PAGE 3 OF 3

PROFORMA #	9970994
Client PO #	
Client #	0427322
Invoice Date	04-01-16
AGMT/PSO/WO #	9970994

EM - MESA

SOLD TO

GILA COUNTY GLOBE MAINT
PARTS AND SERVICE ACCT
1400 E ASH ST
GLOBE AZ

INITIAL SHIP TO

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	816F	0BMR00528	H-15	8280.0	P039549
QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

TOTAL LABOR	SEG. 90	2287.03 *
SEGMENT 90 SEQNO 90	TOTAL	2532.11 T

STATE/COUNTY TAX	15.44 T
CITY/OTHER TAX	4.29 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	2699.40
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879

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. 020416
ABATEMENT OF ASBESTOS AT 1309 SOUTH STREET
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and A.C.E.S. All Clear Environmental Abatement, of the City of Gilbert, 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 Management** 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 020416** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 020416** 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 020416**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date signed by the County Manager and remains in effect for 35 days from signature.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$3,336.00 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.

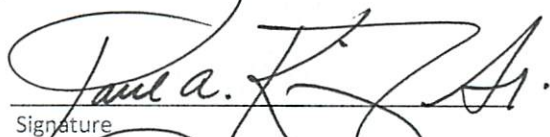
IN WITNESS WHEREOF, Service Agreement No. 020416 has been duly executed by the parties hereinabove named, on the date and year first above written.

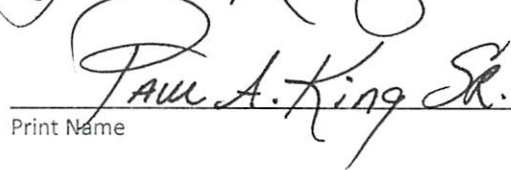
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 4/21/14

A.C.E.S. ALL CLEAR ENVIRONMENTAL ABATEMENT


Signature


Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on March 01, 2016 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:

All Clear Environmental Services

Contractor Address:

2487 S. Gilbert Rd. #106 Gilbert, AZ 85295

Contractor Phone #:

480-664-7917

Email Address:

Paul@acesaz.com

Contractor Signature:

Paul A. K. Ar.

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST

\$ 2,886.00 (TAXES INCLUDED)

MATERIAL COST

\$ 450.00 (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 INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.



A.C.E.S

ALL CLEAR ENVIRONMENTAL SERVICES



PROPOSAL FOR ASBESTOS ABATEMENT

Date: February 24, 2016Proposal #: 160217-A**Project Information****Contact Information**Job Site: Single Family HomeCompany: Gila CountyAddress: 1309 S. South St.
Globe, AZ 85501Address: 1400 E. Ash St.
Globe, AZ 85501Phone: N/A

Phone: _____

Fax: _____

E-mail: jsgroi@gilacountyaz.govContact: Jeannie Sgroi

Thank you for considering All Clear Environmental Services, LLC. (ACES) for your environmental needs. All work will be performed in accordance with applicable rules and regulations.

Scope of Work:

- Remove and dispose approximately **162 square feet** of asbestos containing tile.
- Remove and dispose approximately **1,150 square feet** of asbestos containing roofing material (Silver paint).
- Remove and dispose approximately **10 square feet** of asbestos containing roof penetrations.
- Following abatement and treatment activities the area will be HEPA vacuumed and wet-wiped to mitigate remaining dust and debris.

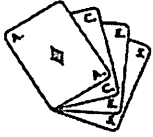
Work will be performed in accordance with applicable rules and regulations.

Requirements:

Client shall remove all items from the work area which will interfere with abatement activities. All tenants and/or other occupants of the area must be vacated during the abatement process.

Exclusions:

Price does not include, NESHAP permit, final air clearance testing, power, water, replacement of removed materials, site security, mold remediation, mold testing, weather protection or repair of incidental damages caused by abatement activities. Unless otherwise stated herein, price includes one mobilization; any additional mobilization/de-mobilization will be subject to additional charges to be negotiated as a separate line item cost.



A.C.E.S

ALL CLEAR ENVIRONMENTAL SERVICES



Proposal #: 160217-A

Limitation of Liability:

ACES, LLC limit their liability regarding this project to the extent of this contract amount, which is **\$ 3,336.00**

Proposed Cost		
NESHAP Permit Cost:	\$	N/A
Asbestos Abatement Cost:	\$	3,336.00
<hr/>		
Total Proposed Job Cost	\$	3,336.00

Schedule:

Price subject to change to factor in mobilization fee if an additional mobilization is required. Schedule is to be mutually agreed upon prior to start of work. Should completion of any portion of the services contemplated by this Agreement be delayed beyond the estimated date of completion for any reason which is beyond the control of or without fault or negligence of ACES, then and in that event Owner or Contractor and ACES shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Terms:

NET 30. Late payment fee of 2.0% per month (24.00% APR), may be added to any delinquent account. ACES shall be entitled to reimbursement of any costs incurred, including attorney fees, which are related to collection of delinquent accounts when reason for delinquency is not the fault of ACES.

Accepted:

By (signature): _____

Name (please print): _____

Date: _____

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 032916

STRUCTURAL FOUNDATION/CONCRETE FLOOR OF BUILDING AT - 110 W. MAIN STREET - PAYSON, AZ

THIS AGREEMENT, made and entered into this 21st day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Caruso Turley Scott, Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 032916** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 032916** 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 032916**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

In addition to the services provided for in Attachment "A", should Gila County require, and upon written request only, additional engineering and drafting services for work not included in the scope of Attachment "A", the services shall be billed at the following hourly rates:

Partner Principal.....	\$155.00	Senior Field Representative.....	\$80.00
Associate.....	\$135.00	Field Representative	\$70.00
Project Manager.....	\$120.00	Senior Structural Drafter.....	\$80.00
Senior Structural Engineer.....	\$110.00	Structural Drafter.....	\$75.00
Structural Engineer.....	\$100.00	Clerical.....	\$50.00
Structural Designer.....	\$85.00		

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

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

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

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Professional Liability (Errors and Omissions Liability)**

	Each Claim	\$1,000,000
100915	Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

- 2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment "A" to Professional Services Contract No. 032916 will be performed on a lump sum basis, with "Basic Services", as identified on Attachment "A" not to exceed, without written authorization, \$7,800.00, which excludes reimbursable rates, which shall be an additional cost and invoiced at cost x 1.15, not to exceed \$150.00. An amount of \$600.00 will be added to the contract amount to cover up to one additional site visit at \$600.00 per visit, *if required and requested*, by Gila County. Should additional services be required that are not included in any of the descriptions in this Article, it shall be provided at the hourly rates as identified on Page 2 of this contract, and only as authorized by Gila County.

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

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

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

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

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

IN WITNESS WHEREOF, Professional Services Contract No. 032916 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

CARUSO TURLEY SCOTT, INC.



Don E. McDaniel Jr., County Manager

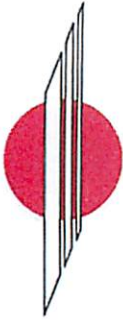


Signature

Date: 4/21/14

TROY TURLEY - ASSOCIATE

Print Name



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

Richard Turley, SE
Paul Scott, SE
Sandra Herd, SE, LEED AP
Chris Atkinson, SE, LEED AP
Thomas Morris, SE, LEED AP
Richard Dahlmann, SE

**PROFESSIONAL
REGISTRATION**

50 States
Washington D.C.
U.S. Virgin Islands
Puerto Rico
Guam

March 14, 2016

Mr. Robert Hickman
GILA COUNTY FINANCE
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501
E: rhickman@gilacountyaz.gov
T: 928-200-1643

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

RE: Gila County Courthouse Renovation of Former Napa Auto Parts
110 West Main Street
Payson, AZ 85547
CTS Job No.: 16-337-43

Dear Mr. Hickman:

This will confirm our fee to provide structural engineering and drafting services as required for the design of a new 6,243 sf. Courthouse. The new courthouse will utilize the existing masonry walls and foundations from the former Napa Auto Parts store located on this site combined with the rear masonry firewall of an attached Pre-Engineered Metal Building located to the North. Up to one (1) site visit is included in this fee. Our **Basic Services** will be billed at a Fixed Fee of Seven Thousand Eight Hundred-Dollars (\$7,800.00).

Our **Basic Services** will include one (1) round trip visit to the site, structural calculations, preparation of the structural plans and details as required, and response to city comments related to the original structural scope of work. Our design will be based on the available existing building information as provided by your office. Foundation designs will presumably be based on the original soil report for the facility, updated to the current code as required.

Additional Site visits, if requested during design or construction, may be performed as additional services and will be billed at Six Hundred Dollars per visit.

Additional engineering and drafting services, if required during construction due to field conditions that differ from the original existing building information, or if requested by the contractor during construction for alternative details or framing schemes, are not included in this fee. This work will be billed per our standard hourly rates as an additional service if required.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery and or/delivery pickup costs, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15. (Reimbursable expenses are estimated not to exceed \$150.00 per site visit)

In rendering professional services, Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. As a consultant, we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.



**CARUSO
TURLEY
SCOTT**
YOUR STRUCTURAL
ENGINEERING EXPERTS

Page 2
Gila County Courthouse Renovation of Former Napa Auto Parts
110 West Main Street
Payson, AZ 85547
March 14, 2016

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).

Respectfully Submitted By:
CARUSO TURLEY SCOTT INC.

Name: Troy Turley, SE, LEED-AP
Title: Associate | Project Manager
V:\Contracts 2016\2016 Contracts\16337 - Gila County
Courthouse Renovation of Former Napa Auto Parts - Payson,
AZ\16337cfm.docx/TET

Accepted By:
GILA COUNTY FINANCE

Name: Don E. McDaniel, Jr.
Title: County Manager
Date: 4/21/16

EXECUTIVE SUMMARY FORM

Contract Name: Exterior Cameras- Sheriff's Office Administration Building Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Install Cameras for the Exterior of the Sheriff's Office Administration Building-1177 E, Monroe Street, Globe, AZ 85501. This will be used in conjunction with the Intercom System in place that will now provide a Camera, Monitor and Speakers for Security purposes.

Contract End Date: 04-14-16 to 06-30-16

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$13,759.84

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Capital Improvements/Sheriff/Capital Outlay/Capital Outlay Communications \$5000 & over

Type of Funds: ☐ Restricted

Fund Code: 1007.300.500.4500.36

☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Software & Support Agreement approved this 21st day of April, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

Quote: Q-00657975.2

GILA COUNTY - Globe Sheriff's Admin
1177 East Monroe Street
Globe, AZ 85501

Remit to:
Stanley Security Solutions
Dept Ch 14210
Palentine, IL 60055-4210

Proposal Generated: 4/13/2016

Qty	Description	Part Number	Unit Price	Total Price
3	VISIX 3 MEGAPIXEL IP CAMERA, PRO SERIES, INDOOR DOME, 2.8-12MM REMOTE FOCUS LENS, INFRARED, AUDIO & ALARM, TRUE WDR	VX-3M-D2-RIAWD	\$750.00	\$2,250.00
3	VISIX 3 MEGAPIXEL IP CAMERA, PRIME SERIES V2.0, OUTDOOR DOME, 2.8MM FIXED LENS, INFRARED	VX-3P28MD-IA	\$625.00	\$1,875.00
1	ProSafe 24-port 10/100BASE-TX Fast Ethernet Rackmountable Smart Web Managed Switch with 12 PoE ports, 2 Gigabit ports and 2 SFP slots	G22726	\$575.00	\$575.00
1	V250 Series NVR, 1U, Windows Embedded, 8 Port POE, 8 IP Channels, w/8 camera license, 4TB Storage	7231583	\$2,605.00	\$2,605.00
1	22 INCH V226HQL Abmdp LED LCD Monitor 1920X1080 with Integrated Speakers	RA7830	\$345.00	\$345.00
1	1400VA UPS, INTRACTIVE, 4 OUTLET	4A-VP1400	\$382.00	\$382.00
1	Miscellaneous Hardware: conduit, flex, and boxes		\$281.48	\$281.48
1	Miscellaneous Hardware: Wire mold		\$281.48	\$281.48
1	Cable/Wire: Cat5e Cable		\$609.88	\$609.88
Equipment Total				\$9,204.84
				Total Price
Labor, Wiring, and Firestop				\$1,645.00
Final Testing, Adjust, and Programming				\$780.00
Engineering				\$280.00
Project Management, Drawings, and Documentation				\$200.00
Account Administration				\$30.16
Panel Fabrication & Assembly				\$0.00
Labor & Additional Total				\$2,935.16
Extended Warranty per SLA				\$931.00
Actual Install Sale Price				\$13,071.00
Tax				\$688.84
Final Total				\$13,759.84

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One): Monthly ☐ Quarterly ☐ Biannually ☐ Annually ☐

Stanley:

Approved By: _____

Gila County:

Approved By: _____

Don E. McDaniel, Jr. County Manager



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 081915-2

The following amendments are hereby incorporated into the agreement for the below project

LINKING COMMUNICATIONS-CONSULTATION AGREEMENT

Effective August 26, 2015, Gila County and Durham Communications entered into a contract whereby Durham Communications agreed to provide Linking Communications-Consultation for the Sheriff's Office.

The Sheriff's Office would like to increase the original contract amount of Two Thousand Five Hundred dollars and 00/100's (\$2,500.00) by an additional Two Thousand Five Hundred dollars and 00/100's (\$2,500.00) to complete repairs needed during the August 26, 2015 to August 25, 2016 term of the contract.

Amendment No. 1 to Service Agreement No. 081915-2 will serve to increase the contract amount by an amount of Two Thousand Five Hundred dollars and 00/100's (\$2,500.00).

Consequently, the contract is amended to increase the contract amount by \$2,500.00 for a new total contract amount of Five Thousand dollars and 00/100's (\$5,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the August 26, 2015 to August 25, 2016 period.

IN WITNESS WHEREOF, two (2) identical copies 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 April, 2016.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 4/21/16

DURHAM COMMUNICATIONS


Signature

Brian Durlan
Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Globe Jail-5 Med Cabinets

Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Amendment No. 1 will serve to extend the contract term to May 31, 2016 to cover work that was not completed during the contract term. Gila County Globe Jail is in need of locking medicine cabinets. Contractor will furnish materials and labor to install double-solid door "InnerSpace" medicine cabinets. The new cabinets have monitored entry and tamper resistance and notification.

Contract End Date: 05-31-16

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$43,315.47

Contract Information

Firm Name: Stanley Security Solutions

Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue

Phone No: 480-216-9273

City: Tempe

State: AZ

Fax: _____

Email: malvey@stanleyworks.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Non-specified/Operating Safety supplies

Type of Funds: ☐ Restricted

Fund Code: 3011.300.340.000.4110.85

☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 27th day of April, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

INSTALLATION INVOICE

MDG2012 00000405 1 MB 0439

GILA COUNTY GLOBE JAILHOUSE
GILA COUNTY FINANCE
1400 E ASH ST
GLOBE, AZ 85501

PAY BILLS ONLINE
with free eAccountManager
www.stanleycss.com/eservices.html



731

YOUR INVOICE AT A GLANCE

Invoice Date	04/01/2016
Account Number	123144481100
Invoice Number	13332893
Invoice Amount (USD)	\$41,302.00
Page Number	1 of 1
PAYMENT DUE DATE	UPON RECEIPT

FOR INQUIRIES

Phone: 1-877-476-4968; for billing inquiries select option 4

Mail: Stanley - Accounts Receivable
6161 E 75th St
Indianapolis, IN 46250

Online: www.stanleycss.com

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-115-2461

Provider of **SONITROL** Products and Services
VERIFIED ELECTRONIC SECURITY
In certain markets Sonitrol Products and Services are offered exclusively by authorized franchisees.

Detail

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123144481100	<p>INSTALLATION CHARGES GILA COUNTY GLOBE JAILHOUSE 1100 E SOUTH ST GLOBE AZ 85501 NEW ACCESS SYSTEM FOR GLOBE JAILHOUSE 2016-00000430</p> <p>Q-00634816</p> <p>RECEIVED TOTAL AMOUNT \$41,302.00 APR 14 2016 FINANCE</p>	
NOTES →	ADD/ UPGRADE ACCESS (5) ELECTRONICALLY CONTROLLED MEDICINE CABINETS PO 2016-00000430	
TOTAL DUE (USD)		\$41,302.00

STANLEY SECURITY REMINDS YOU OF THE IMPORTANCE OF REGULARLY TESTING YOUR ALARM SYSTEM TO MAKE SURE THAT IT IS COMMUNICATING PROPERLY WITH OUR MONITORING CENTER. SIMPLY CALL OUR MONITORING CENTER AT 877-476-4968 TO TEST YOUR SYSTEM. YOU WILL NEED TO PROVIDE YOUR PASSCODE/PASSWORD TO PUT YOUR SYSTEM INTO TEST. ONCE IN TEST MODE, ARM YOUR SYSTEM AND TRIGGER AN ALARM. ALLOW THE SIREN TO SOUND FOR 60 SECONDS BEFORE DISARMING YOUR SYSTEM. CALL THE MONITORING CENTER BACK AT 877-476-4968 AND PROVIDE YOUR NAME AND PASSCODE/PASSWORD FOR THE RESULTS OF YOUR TEST.

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance

☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date	04/01/2016
Account Number	123144481100
Invoice Number	13332893
Total Amount Due (USD)	\$41,302.00
PAYMENT DUE DATE	UPON RECEIPT
Amount Enclosed	41,302.00

Send Payment To:

Stanley Convergent Security Solutions
Dept Ch 10651
Palatine, IL 60055

GILA COUNTY GLOBE JAILHOUSE
GILA COUNTY FINANCE
1400 E ASH ST
GLOBE, AZ 85501

Ship To

GILA COUNTY
1100 South Street
GLOBE, AZ 85501

Bill To

GILA COUNTY
GILA COUNTY FINANCE
1400 EAST ASH STREET
GLOBE, AZ 85501

Contract Purchase Order

No. 2016-00000430

DATE 09/09/2015

VENDOR NO. 13043

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Vendor

STANLEY CONVERGENT SECURITY SOLUTIONS, LLC
DEPT CH 10651
PALATINE, IL 60055

APPROVED
8/9/15

DELIVER BY

SHIP VIA

FREIGHT TERMS

PAGE 1 of 1

ORIGINATOR: Betty Hurst

REFERENCE #13412 City of Avondale/SAVE Co_Op

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Construction Services - Globe Jail-5 Med Cabinets City of Avondale/S.A.V.E. Co-Op Contract 13412. PO valid for goods and/or services received on/or before October 30, 2015. 3011.300.340.000_4110.85 - Operating supplies Safety supplies 43,315.47 FM_0501	43,315.4700	\$43,315.47
			SUBTOTAL	\$43,315.47
			SALES TAX	\$0.00
			TOTAL DUE	\$43,315.47

Special Instructions

Gila County Terms "Net 15" County Manager approved on 09/09/. Please reference the PO on the Invoice. Thank You.

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. 041916-2
WEATHERIZATION PROJECT HH#10659
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, 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 **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 No. 041916-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 041916-2** 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 No. 041916-2**, 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 signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$14,435.00 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. 041916-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

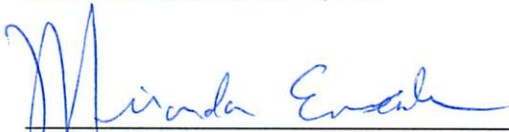
GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 4/27/14

RODRIGUEZ CONSTRUCTION, INC.



Signature



Print Name

Gila County Housing Services

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



HH # 106598

SCOPE OF WORKCase Number: **186312284**

BID DATE: 4/15/16

CONTRACTOR INFORMATION:Name: Rodriguez Constructions, Inc.Address: P.O. Box 13Miami, AZ 85539Voice: 928-425-7244email: info@rodriguez-az.com

Jurisdiction City of Globe
Census: 1

Owner:

BID TOTAL \$: 14,935.00

Micanda Exender
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. **

Dropped Item Line # 12 reducing bid 500.00

Contractor Bid

Case# 186312284

Page# 2 of 4

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LINE ITEMS - COMPLETE WRITE-UP**General Requirements**1 \$ 0**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 \$ 0**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 \$ 0**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 \$ 0**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.

Mechanical5 \$ 2750.00**Replace old cooler.**

Replace the evaporative cooler with same size or upgraded size. Reconnect to existing water and power supplies. Must have a new motor, pump and accesories. Install new Roof jack to cooler and cookie sheet, new leg kit. repair all roof penetrations. Check the amp draws to confirm correct speed, and set float and new tubing if needed.

6 \$ 4875.00**Replace Furnace Only**

Remove old furnace and replace with new as specified to code. *NEATLY* tie into existing duct work. Install new t-stat and flue liner.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, *ENERGY STAR* rated furnace and digital thermostat as specified including,any needed ductwork, thermostat, registers, and main disconnect to code. Repair furnace cabinet seal with sheet rock ect.insulate area correctly.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.

Contractor Bid

Case# 186312284

Page# 3 of 4

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- 2) install and vent the unit per manufacturer's instructions (PMI)
 - 3) electrical supply must be a dedicated circuit with a switch at the unit.
 - 4) unit must have a minimum 30 inch front clearance, when installed.
 - 5) check the gas input to the unit
 - 6) check the temp. rise and match to the unit (PMI)
 - 7) recheck for gas leaks
- Inspect the duct work and seal any joints or other leaks in supply or return ducts.
be sure the filter box has a cover (install one if none present)
- 8) **ALL provisions of this item must be met to warrant payment.**

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan, and condensate line to exit the building.

**** Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such.**

Weatherzation

7 \$ 1465.00

Repair Ductwork

Remove all defective material and replace with new material to meet WAP Standards.

8 \$ 1600.00

Blown Fiberglass, Open Attic - (R-38)

Coverage should be as level as possible, and to the depth of material with insulation rulers installed every 500 sq. ft. 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 which is to be stapled to rafters on all attic entrances. Material shall meet and conform to ASTM C764-84.

9 \$ 2375.00

Fiberglass Insulation - (R-19) Batt

Insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners. Material shall meet ASTM C665-86 or as subsequently amended. insulation must meet or exceed all WAP standards.

10 \$ 1120.00

Patch Holes

Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house. reduce infiltration to under 1500, Cfm 50.

11 \$ 250.00

Low Cost No Cost

- 1) Leave home owner a case of filters explain how and when to replace them.
- 2) install weatherstripping on double doors and on laundry door

\$ 500.00

Repair Hot Water Heater

Remove and replace any defective materials, add any missing elements to bring to code.

Remove cardboard from combustion air vents seal interior door to water heater!

Dropped ~~22~~ Dropped from 3000

Contractor Bid

Case# 186312284

Page# 4 of 4

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Job Total Cost: \$ 14,935.00

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

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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. 041916
WEATHERIZATION PROJECT HH#2454
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, 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 **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 No. 041916** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 041916** 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 No. 041916**, 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 signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$12,820.00 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. 041916 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

RODRIGUEZ CONSTRUCTION, INC.



Don E. McDaniel Jr., County Manager

Date: 4/27/10



Signature



Print Name

Gila County Housing Services

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

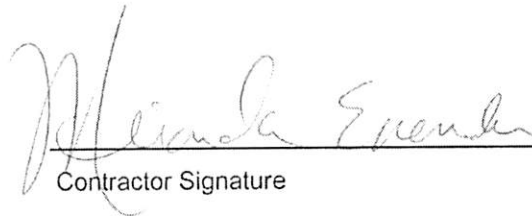


HH# 2454

SCOPE OF WORKCase Number: **000480284**BID DATE: 4/15/16**CONTRACTOR INFORMATION:**Name: Rodriguez Constructions, Inc.Address: PO Box 13
Miami, AZ 85539Voice: 928-425-7244email: info@rodriguez-az.com

Jurisdiction Claypool
Census: 4

Owner:

BID TOTAL \$: 12,820.00
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# 000480284

Page# 2 of 3

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

1 \$ 0

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 \$ 0

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 \$ 0

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 \$ 0

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.

Appliances

5 \$ 900.00

Replace Refrigerator

Remove existing Refrigerator " take it to wap shed and have it accounted for" and Replace with a new 18 cubic foot energy Star model with a good warranty at least a two year. full coverage plan.

6 \$ 100.00

Stove ppm reduction

if this does not work
to replace stove will be additional cost.

Repair the stove is admitting to much Co level is at 155ppm need to reduce down below 99ppms i believe this can be accomplished by cleaning oven and burner plate maybe adjustment to burnner either way must be below 99ppm's

Mechanical

7 \$ 2440.00

Replace Ductwork

Remove all old duct work and replace with new R-8 flex duct system to meet all Wap Standards! Include adjustable flush mounted registers on each run.

8 \$ 6430.00

Contractor Bid

Case# 000480284

Page# 3 of 3

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Install new gas pack system.

Install new 90 % AFUE gas pack system with a 14 Seer A/C unit to meet Wap Standards as specified in the SWS. Include new programable thermostat {show home owner how to operate}, registers, main disconnect to code. ****

Install a new 90+% AFUE, *ENERGY STAR* rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

1) all joints in return air and supply ducts must be sealed

3) Make sure that the unit itself is seal properly and ainstalled aon a manufactured curb.

9

\$ 500.00

Remove All old HVAC System

Remove and dispose of all existing duct system, remove both A/C unit and Furnace take to Wap Shed and check in with Gabe before drop off.

Weatherzation

10

\$ 1400.00

Blown Fiberglass, Open Attic - (R-38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value make sure to install a insulation ruler every 500 sq feet.. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging staple to rafter in attic. . Material shall meet and conform to ASTM C764-84.

11

\$ 800.00

Patch Holes

Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house. repair area where the furnace is located remove the high low and install sheet rock taped and one coat, also repair the ceiling and wall in the closet behind the furnace closet the same way. total infiltration reduction needs to be reduced including duct leakage to 1500 cfm 50. or below.

12

\$ 250.00

Low Cost No Cost

Install weather stripping and sweep on East door

leave one case of filters for home owner show how to installe them and explain when to change.

Job Total Cost: \$ 12,820.00

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. 032216-1
COURT REPORTING
FOR
THE SUPERIOR COURT OF GILA COUNTY

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Susan Kay Byrum, CSR, RPR, CRR, 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 or her 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 or herself, his or hers 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 **Court Administrator** 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: Contractor shall provide court reporting services for the Arizona Superior Court in and for Gila County. The Contractor shall maintain appropriate certifications and other credentials necessary to preserve certified court reporter status. The Contractor shall abide by the provisions of Gila County Local Rule 27, Local Rules of Superior Court. It is the responsibility of the Contractor to provide all supplies necessary to perform the required duties or produce certified transcripts.

Contractor Fee's: The Contractor will be engaged on an "as needed" basis, not to exceed nineteen (19) hours per week. The Court Administration will handle the scheduling of Contractor's services. Contractor will be compensated as follows:

Daily Rate - \$375.00 (8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., or 8:00 A.M. to anytime past 12:00 P.M.

Half-day Rate - \$225.00 (8:00 A.M. to 12:00 P.M., or 1:00 P.M. to 5:00 P.M.

Overtime Rate - \$20.00 per fifteen (15) minute increments after 5:00 P.M.

Travel Rates - Mileage to Globe at the County rate. Travel time is \$35.00 per hour if outside of regular court hours.

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 - 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 5 - 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 6 - 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 7 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. It is further agreed by Contractor that he or she shall obey all state, federal and local, statutes, rules, and regulations which are applicable to provisions of the services called for herein. Contractor shall not be deemed an officer, employee, or agent of the County.

ARTICLE 8 - 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 9 - 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 10 – 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 11 – 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 12– TERM: The Contract commences on April 01, 2016 and remains in effect through March 31, 2017. The County shall have the option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 13 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$48,000.00** for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

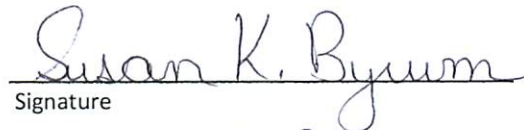
IN WITNESS WHEREOF, Service Agreement No. 032216-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

SUSAN KAY BYRUM



Don E. McDaniel Jr., County Manager

Date: 4/27/16


Signature

Susan K. Byrum
Print Name

APPROVED AS TO FORM:


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

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SITE LEASE AGREEMENT NO. 042016 FLOODPLAIN TOWER SPACE LEASE ON DIAMOND POINT

This Lease Agreement ("Agreement") is entered into on the 27th day of April, 2016, between R&M Repeater LLC, hereinafter known as Lessor; and the Gila County Public Works Division, hereinafter known as Lessee.

WHEREAS: Lessee wishes to install and operate certain RF transmitting equipment, described in detail in "Exhibit A" attached hereto and made a permanent part hereof, in the premises owned by Lessor; and Lessor covenants that it has legal right to enter into this agreement, and also certifies that said premises is approved by Federal and or State Law for such use. Lessee certifies that it holds valid FCC Licenses for its transmitters, authorizing it to operate from Lessor premises and will operate its stations in accordance with Federal and State Laws.

LOCATION: Lessor premises under this agreement: Diamond Pt. Mtn N34-17-23, W111-11-26, County of Gila, State of Arizona, Township 11 North, Range 11 East, G&S RBM

THEREFORE: The above named parties hereby agree to the following:

- 1. ACCESS:** Lessee personnel shall have access to Lessor's premises 24hrs a day 365 days a year for the express purpose of; inspection or maintenance of Lessee's equipment. Lessor shall supply Lessee with necessary combinations for locks to any road gates or key lock boxes. Lessee understands that Lessor is not responsible for any road maintenance, and subsequently does not guarantee road conditions. Lessee acknowledges that use of the road is at Lessee's own risk. Lessor shall supply and install a lock box to house a single security key for premise's access by Lessee personnel. Lessee shall not at any time or under any circumstance, give any information, including combinations, keys, codes or anything else that would allow access to Lessor premises to any party that is not a subcontractor for, representative of, or not working under direct supervision of Lessee. Lessor premises is fully alarmed and may have video and audio surveillance operational, Lessee agrees to comply with any and all posted signage located at Lessor's premises.
- 2. INSTALLATION AND MAINTENANCE OF EQUIPMENT:** All Lessee and Lessor equipment contained on or within Lessor premises shall be installed and maintained on behalf of Lessee by C&M Communications Payson AZ, which currently is both a Lessor and Lessee authorized vendor. After initial installation if Lessee equipment has a failure that requires immediate attention, and C&M Communications does not have a representative readily available, within a nominal 2 hour response time, Lessee has the right to hire a third party contractor of its choice to restore Lessee's service as

quickly as possible. A direct representative of Lessee shall control site ingress and egress and remain present with any third party contractor for the duration that contractor needs to be in Lessor's premises. Prior to installation Lessee must provide Lessor with copies of its FCC Licenses for such equipment, also to be attached hereto in Exhibit A. Location and manner in which installation is accomplished must be approved by Lessor, and will also be documented in Exhibit A of this Agreement. Lessor shall have a representative present at the time of initial installation of Lessee equipment, at Lessor's expense. After initial installation has been completed Lessee may not make any additional changes to placement of equipment or antenna locations, install or remove any equipment, other than temporarily for servicing, without obtaining prior approval from Lessor. Lessee must notify Lessor in writing detailing any desired changes, and prior to any permanent removal of any Lessee equipment or antennas. Also see (TERMINATION/VACATING OF PREMISES).

3. **ELECTRICITY:** Unless otherwise stated in "Exhibit A" of this agreement, Lessor shall furnish commercially supplied 110v electrical power and outlet for operation of Lessee's equipment, propane powered backup generated power will be available to Lessee's equipment for a fee of INCLUDED per month, in addition to rent, and shown by separate line item on monthly invoice. Lessor has installed power line surge protection on the main electrical input to the premises however Lessor does not certify that this protection equipment will function adequately under all unforeseen circumstances, and will not be liable for any damage done by power or lightning surges to Lessee equipment.
4. **INTERFERENCE:** Lessor certifies that existing equipment currently installed in premises is operating without any undesirable interference; and is not creating any harmful interference to any other users or facilities at this site. Lessee certifies that its equipment shall not cause any degradation to any users currently operating in the premises or to any other facilities co-located at this site. Lessee agrees to equip all transmitters with ferrite isolators; bandpass cavities, and use only hard shielded cable for all output transmission lines and jumpers. Any Ethernet controlled equipment permanently installed shall be interconnected only by using fully shielded wiring and grounded type metal connectors. Lessee also certifies that if any interference should occur after installation of Lessee equipment; to any user located either in the same premises or at a co-located facility, that Lessee shall expediently (within 24hrs of notification) correct the interference problem or shut down its equipment until it can correct the problem. Lessee shall work directly with the company or agency complaining of the interference, and keep Lessor informed as to the progress and ultimate solution to the problem. Lessor certifies that any future installations done at Lessor premises, either by Lessor or by any other party in the premises, shall not cause Lessee any harmful interference, or if any such interference occurs will be remedied by Lessor within 24hrs of notification from Lessee.
5. **TERM:** The initial term of this lease shall be for a period of 14 months commencing on May 01, 2016. After the initial term, Lessee shall have the option of extending this Lease for two (2) additional renewal terms of one (1) year each. Any renewal shall be made as an addendum in writing, attached hereto and made a part hereof, signed by both parties in this agreement not less than sixty (60) days prior to the end of the then current term. The maximum term of this Lease, if Lessee exercises both renewal options, is three (3) years, terminating on June 30, 2019. If Lessee wishes to continue occupation in Lessor's premises beyond the conclusion of its second renewal option, Lessee shall have the right to either request extending this lease for future terms, or negotiate a new lease with Lessor. Lessee may cancel this agreement, with or without cause, by sending notice to Lessor via certified mail or courier not more than 30 days prior to the end of a then current lease term. Lessor may cancel this agreement, with or without cause, by sending notice to Lessee via certified mail or courier within 90 days prior to the end of a then current lease term.

6. **RENT:** Lessor shall bill Lessee, in advance on approximately the first day of each month \$175.00 for transmitter located in premises, and one antenna mounted either on the tower or building. Rent is due Lessor upon receipt of bill by Lessee, and will be considered current by Lessor if received prior to the next billing issuance. At each annual anniversary, on July 1, the rent shall automatically increase by four (4) percent. If Lessee fails to pay its rent within 45 days of billing and has not made arrangements with Lessor to expeditiously correct the default, Lessor reserves the right to disconnect Lessee equipment (at Lessee expense) from AC power source and restrict Lessee access to premises until the default is corrected. If Lessor disconnects Lessee equipment due to Lessee default under this agreement, Lessee hereby agrees to hold Lessor completely, fully, and totally harmless from any and all unforeseen impacts that may arise from Lessor's action.
7. **TAXES:** Lessee shall be responsible for paying only appropriate rental use taxes for its use of the premises. Lessor shall show by separate line item on each monthly bill the tax levied against the Lessee. Lessor shall be responsible for any other property or use taxes levied on the premises. Lessor is responsible for collecting these taxes, and forwarding them to the proper Government agency.
8. **UNITED STATES FOREST SERVICE (USFS):** The premise's in this agreement is located on USFS land. Lessor certifies that it currently holds a 20 year special use permit issued by the USFS, that is valid until midnight September 16, 2016. Lessor fully intends to renew the existing permit, or if necessary secure a new special use permit with the USFS prior to expiration of its currently valid permit. This permit allows the Lessor only the right to rent space in its premise's to the Lessee, no external additions or modifications to the premises are allowed to be done by the Lessee directly. If a modification to the premises is needed by the Lessee; the Lessee must submit its request to the Lessor in writing; along with documentation drawings showing the modification to the premises, and a detailed environmental impact study of the proposed modification. Lessor shall forward the request to the USFS for approval, and if granted by the USFS, Lessor's permit amendment. Lessor shall bill Lessee annually for Lessee portion (if any) of the special use permit fee, along with a copy of the USFS bill showing documentation for such fee. Lessee agrees to pay its portion promptly to Lessor, upon receipt of such bill. Lessor agrees to keep all payments to the USFS current and in good standing. If at any time the USFS decides to discontinue or revoke Lessor's special use permit for this site, then both parties agree that this Agreement is immediately terminated with each party holding the other harmless as to future rent due to Lessor, or any space due to Lessee.
9. **FCC REGULATIONS:** Both Lessor and Lessee acknowledge that use of radio frequency spectrum is governed by the Federal Communications Commission (FCC). If at any time during this Agreement either FCC Rules are changed affecting Lessee's legal operation of its transmitter(s), or Lessee's FCC Authorization is officially terminated, this agreement shall then dissolved; with each party relieved of its obligations hereunder.
10. **HAZARDOUS MATERIALS:** Lessor covenants that the premises are free of any environmentally hazardous materials, with the exception of necessary motor oils, coolants, batteries, and fuels for the legal operation of a standby power plant. Lessee agrees not to transport, store, use, or dispose of any form of hazardous material in or around Lessor premises.
11. **INSURANCE:** During the term(s) of this Lease, Lessee agrees to carry at its own expense, a general liability policy having a minimum limit of \$2,000,000. This policy must insure all personnel or subcontractors working for Lessee, against any damages done through negligence by Lessee personnel or subcontractors to Lessor's premises; and must name Lessor as a certificate holder of such policy, a copy of which is attached hereto in Exhibit A. If Lessee is a "self insured" entity,

documentation proving such financial responsibility shall be submitted to Lessor from Lessee's risk management department.

12. **HOLD HARMLESS:** Lessor shall hold Lessee harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessor's negligence in the operation or management of the premises. Lessee shall hold Lessor harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessee's negligence in the use of Lessor's premises.
13. **SUBLET:** Lessee is not allowed to sublet or lease any part of its assigned space to any other party under any conditions or circumstances.
14. **SITE MAINTENANCE:** Lessor shall be responsible for all repairs to the premises (except any repair's required due to Lessee's negligence) including the building; tower; antenna mounts; standby generator, air conditioning and landscaping.
15. **DEFAULT:** This agreement may be terminated by either party if the other party has been in default of one or more covenants contained herein for a period of 45 days or longer and has not made a good faith effort to correct the default.
16. **TERMINATION/VACATING OF PREMISES:** At the conclusion of this lease, or default of this agreement, Lessee shall remove its RF equipment and antennas, listed in Exhibit A attached hereto and made a part hereof, and return the premises to the Lessor in as good a condition as when received, excepting ordinary wear and tear. Lessor shall have a representative present during the removal process. Any RF transmission lines, RF connectors, mounting fixtures on the building or tower, Air conditioning or generator modifications or upgrades, additional building space, grounding or lightning suppression apparatus that was added by the Lessee during the term of this lease shall remain for Lessor's use, and become the property of Lessor. Any modifications or upgrades done by Lessee during the term(s) of this Agreement shall be documented in detail, along with any concessions made to Lessee by Lessor for Lessor's ongoing benefit of such modifications or upgrades, attached hereto labeled as Amendment(s); and made a permanent part hereof.
17. **ASSIGNMENT:** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the Lessor; provided however, that Lessee may assign or otherwise transfer such interest without the prior written consent to its parent company, subsidiary, or affiliate of it. Lessor may assign or otherwise transfer this Agreement, upon written notice to Lessee, subject to the assignee or transferee assuming all of Lessor's obligations contained in this Agreement.
18. **LEASE MODIFICATIONS:** This lease contains the entire agreements between the parties; any modifications must be made as Amendments by instrument in writing attached hereto and made a permanent part hereof.
19. **LEGAL:** This lease is made in the State of Arizona County of Gila and is governed by the Laws of the State of Arizona. Parties hereby agree that any proceeding's arising from default of this lease, shall be heard in a court in the State of Arizona, County of Gila.
20. **NOTICES/COPIES:** Any notice or demand, from either party in this agreement, must be sent via certified mail to the address of the other party as designated in this agreement. Either party may from time to time designate any other address for this purpose by notice to the other party sent via

certified mail. Each party in this Agreement shall receive one (1) copy of this Agreement for their records.

21. **RIGHTS:** In any case where the approval or consent of one of the parties hereto is required, requested or otherwise to be given under this Agreement to the other party within this Agreement, such approval or consent shall not be unreasonably delayed or withheld.
22. **PRE-LEASE ACKNOWLEDGMENT:** Lessee acknowledges that prior to entering into this Agreement, authorized personnel of Lessee met with Lessor at the premises, for the purpose of determining suitability of the premises itself, and if the geographic location of the premises would suit Lessee's desired use. Lessor allowed supervised access to the premises for Lessee personnel to make physical measurements, drawings, discuss possible antenna mounting areas, power and air conditioning requirements, and to perform any RF testing desired by Lessee. Lessor provided this access to Lessee with no cost to Lessee, and under no obligation from Lessee. Lessee also certifies that it has performed due diligence in regards to any Federal, State, or Local permits, and as to anything else that may be required for Lessee legal occupation in and use of Lessor premises; and acknowledges that any failure on its part to perform such due diligence, prior to entering into this Agreement, in no way relieves Lessee of its obligations under this Agreement.
23. **NOTICES AND CONTACT LIST:** All notices, communications, and reports under this Agreement shall be provided to the following:

R&M Repeater, LLC
Christopher F. Salgot- Managing Partner
P.O. Box 1130
Payson, AZ 85547-1130

Gila County Flood Management
Darde de Roulhac
714 S. Beeline Hwy
Payson, AZ 85541

24. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, The parties have executed and bound this agreement on this 27th day of April, 2016.

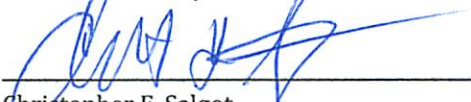
LESSEE:

GILA COUNTY


Don E. McDaniel Jr., County Manager

LESSOR:

R&M REPEATER, LLC


Christopher F. Salgot

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. 031616
UPGRADE ELECTRICAL SUB-PANEL IN COURTHOUSE
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Burden Electric LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** 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 031616** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031616** 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 031616**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through August 31, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$16,775.00 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. 031616 has been duly executed by the parties hereinabove named, on the date and year first above written.

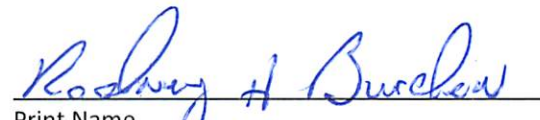
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 4/27/16

BURDEN ELECTRIC LLC


Signature


Print Name



UPGRADE ELECTRICAL SUB-PANEL IN COURTHOUSE

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of an upgrade to the existing 100 amp, 3 phase indoor electrical sub-panel to a 200 amp, 120/208 3 phase indoor sub-panel in the first floor MDF room of the Gila County Courthouse.

Location:

Gila County Courthouse
1400 E. Ash
Globe, AZ 85501

Scope of Work and Specifications:

- Upgrade the existing 100 amp, 3 phase indoor electrical sub-panel to a 200 amp, 120/208 3 phase indoor sub-panel in the first floor MDF room of the Gila County Courthouse.
- It will be the contractor's responsibility to follow the existing conduit runs from the second floor electrical room to the first floor MDF room.
- After the new panel is energized, the existing 100 amp panel will be re-energized by the new panel.
- The contractor will also be responsible for the sizing of the conduit, wire size, permitting and inspections to comply with the Gila County Community Development Office.
- Permit fees will be waived.
- A mandatory walk through is required on March 30, 2016, please contact David Hom at (928) 200-1641 to schedule an appointment.

Contractor Name: BURDEN ELECTRIC

Contractor Address: 124 W. LAKE ST. GLOBE AZ 85501

Contractor Phone #: 928-961-6038 Email Address: BURDEN ELECTRIC@AOL.COM

Contractor Signature: Kristi DePout

TOTAL COST FOR MATERIALS, TAXES & SHIPPING

LABOR COST \$ 9200- (TAXES INCLUDED)

MATERIAL COST \$ 7575- (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGES.

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 INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsroi@gilacountyaz.gov or call 928-402-8612.

**1400 East Ash Street
Globe, AZ 85501**

**Globe, AZ
(928) 402-8630**

P216

**P.O. Box 628
Globe AZ, 85502
Phone: 928-402-0379
Fax: 928-402-0379 call ahead
Cell: 480-747-0064
Email: burdenelectric@aol.com**

We hereby proposed to furnish the materials and perform the labor necessary for the completion of the following:

COPPER

Supply and Install New 200 Amp 3 Phase Square D ML Panel, Pipe, Wire, Plugs, Switches, Covers, Hard Ware, Boxes, Connectors, Couplings, & LB's.

All to be done in accordance with the scope of work / specifications listed on "Request for Quote No. 031616"

Our Price Will Not Include the Following: Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Permits, Utility, or Inspection Fees are not included.

All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: \$ 16,775.00

Sixteen Thousand, Seven Hundred Seventy-Five Dollars and 60/100 cents

Payment to be made as follows:

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within 10 Days.

AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:

Signature. _____ Date. _____

CUSTOMER:

**Signature. _____ Date. _____
The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.**

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. 031616-1
FLOORING 900 N. FAIRGROUNDS ROAD
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** 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 031616-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031616-1** 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 031616-1**, 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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$4,905.36 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. 031616-1 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

KINO FLOORS & INTERIORS, LLC


Signature

Date: 4/27/16

DALE FLETCHER
Print Name

REQUEST FOR QUOTE NO. 031616-1
GILA COUNTY



FLOORING
AT 900 N. FAIRGROUNDS ROAD, GLOBE, AZ

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of new flooring in modular unit. Remove residential carpet and tile, and replace with a more substantial vinyl flooring conducive to office traffic.

Location:

Gila County Fairgrounds-Modular
900 N. Fairgrounds Road
Globe, AZ 85501

Scope of Work and Specifications:

- Remove and replace all floor coverings in the entire building, approximately 1,182 sq. feet.
- Contractor is required to measure spaces.
- New flooring should last approximately 10 years if properly maintained.

Please quote:

- Same or Equal to Novalis Innovative Flooring.
- Lyndon glue down planks 6"x 36", same or equal to.
- Color-NLP205-U/NLP 205-UC Boston, same or similar

Mandatory measuring is required March 25 - 29, 2016; please contact David Hom at (928) 200-1648 to make an appointment.

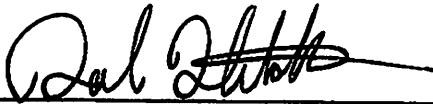
QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, April 08, 2016 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"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: KINO FLOORS & INTERIORS LLC

Contractor Address: 401 N. BROAD ST GLOBE AZ 85501

Contractor Phone #: 928 425 9443 Email Address: KINO FLOOR@QWESTOFFICE.NET

Contractor Signature: 

TOTAL COST FOR MATERIALS, TAXES & SHIPPING

LABOR COST \$ 2300.00 (TAXES INCLUDED)

MATERIAL COST \$ 2605.36 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGES.

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 INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

FLOORING

JOB 008570
INVOICE

KINO FLOORS & INTERIORS, LLC.

401 North Broad Street
GLOBE, ARIZONA 85501
425-9443
Fax: 425-6249

SOLD TO: Globe County / Dave Ham
ADDRESS: ASH ST
CITY: Globe AZ STATE: 85501 ZIP:
HOME PHONE: 928 200 1641 JOB PHONE:
JOB LOCATION: 100 N. FINGERS ROAD

DATE OF ORDER: 3/30/06
SCHEDULED INSTALL DATE: /
SCHEDULED COMPLETION: /
CASH: / CHARGE: / OTHER: /

CONTRACTOR: QUOTE # 031616-1

ROOM	MEGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ-YD/FT	PRICE PER SQ-YD/FT	AMOUNT
1 L/R			Novalis Lyndon glue down 6X36 plank				13	18'-23"	237	1056	
2 Hall			NLP 205-U BOSTON 36" CNT				13	3'-5"	46	30 Box	
3 Bath							3	4'	12	1080	
4 Bath			Blue t-226 4 Gal Pails				5	2'	25	1.48	1598.40
5 L/R							10	10'	100		
6 L/R							10	12'	120		
7 L/R							10	12'	120		
8 KIT							10	14'	140		
9 UTILITY							10	14'	140		

10 Base Johnsonite 4 in Rubber

TYPE FLOOR: ☒ WOOD ☐ CEMENT

FURNITURE: ☐ YES ☒ NO

APPLIANCES: ☐ YES ☒ NO

PREF: BASE PREP AS NEEDED

INSTALLATION INSTRUCTIONS:

374 1.95 729.30

SUB-TOTAL 2327.70

LABOR 2300.00

SALES TAX 277.66

TOTAL 4905.36

DEPOSIT

BALANCE DUE

DATE COMPLETED AND PAID IN FULL: /
Thank You!

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF % (% PER ANNUM) will be charged to accounts past days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS: Sig: DATE:

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 033016-2
MECHANICAL/PLUMBING AND ELECTRICAL ENGINEERING SERVICES
FOR THE SUPERIOR COURT NORTH BUILDING
110 W. Main Street, Payson, AZ

THIS AGREEMENT, made and entered into this 27th day of April, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DLR Group, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to "Request for Qualifications No. 022916-1"; "Request for Quote No. 033016-2"; and attached Attachment "A" to Professional Services Contract No. 033016-2 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Professional Services Contract No. 033016-2 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Contract conflict with the Terms and Conditions of Attachment "A" to Professional Services Contract No. 033016-2, the terms and conditions of this Contract 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: Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Hurst at bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in "Request for Qualifications No. 022916-1"; and Attachment "A" to Professional Services Contract No. 033016-2 will be performed on a lump sum basis, as identified on Attachment "A", in a not to exceed, without written authorization amount of \$47,010.00. Should additional services be required that are not included in any of the descriptions in this Article, it shall be provided only as authorized by Gila County.

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

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

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

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

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

IN WITNESS WHEREOF, Professional Services Contract No. 033016-2 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: 4/27/16

DLR GROUP



Signature

LLOYD RAMSEY

Print Name


QUOTE DUE DATE: Please email or fax quote by, 4:00 P.M. on, April 07, 2016 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: DLR GROUP

Contractor Address: 6225 N. 24TH ST., PHOENIX, AZ 85016

Contractor Phone #: 602 381 8580 Email Address: lramsey@dlrgroup.com

Contractor Signature:  - LLOYD RAMSEY, PRINCIPAL

\$ 47,010.⁰⁰ (TAXES INCLUDED)

PLEASE ATTACH DETAILED QUOTE.

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 INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

Gila County Superior Court House

MEP Quote

% of total effort	15%	10%	50%	5%	20%	
Design Phase	SD	DD	CD	Bid	CA	Total
Mechanical + Plumbing hours	18	12	60	8	24	122
Electrical + IT/AV hours	20	12	64	8	26	130
						<hr/> 252

Cost @ blended rate	\$ 44,100.00
Tax @ 6.6%	\$ 2,910.60
Project Total	\$ 47,010.60

Project details

Location	Payson, AZ
Size	6200
CV / ft2	200
Assumed Cost	\$ 1,240,000.00
9% total fee	\$ 111,600.00
MEP @ 40% (check vs hours)	\$ 44,640.00